



SOFTWARE LICENSE AGREEMENT

DATE: 31 December 2013

BETWEEN:

- (1) **ALLINEA SOFTWARE LIMITED** whose principal place of business is at The Innovation Centre, Warwick Technology Park, Warwick, CV34 6UW, United Kingdom (subject to Section 1.3 below, "**Licensor**" or "**us**"); and
- (2) **VYSOKÁ ŠKOLA BÁŇSKÁ – TECHNICKÁ UNIVERZITA OSTRAVA** with registered address of 17. listopadu 15/2172, 70833 Ostrava-Poruba, Czech Republic ("**Licensee**" or "**you**").

BACKGROUND

- (A) Alinea Software Limited is the licensor of the Software (as defined below) and the Licensee wishes to obtain a license of the Software.
- (B) Alinea Software Limited agrees to license the Software to the Licensee subject to the license terms in this License together with the terms and conditions in the Product Sale Agreement (as defined below) ("**License**").

AGREEMENT

1 Definitions and interpretation

1.1 The capitalised terms used in this License have the following meanings:

"Basic License Terms" refers to the terms and conditions in this document;

"Documentation" means the documentation relating to the Software made available from time to time on our website (whether supplied to you directly from our website or via a reseller);

"Initial Support Period" means the period of support specified in the Product Sale Agreement, commencing on the date of this License;

"this License" refers to the Basic License Terms together with the terms contained in the Product Sale Agreement;

"New Version" means any new version of the Software containing significant differences from previous versions which from time to time is publicly marketed and offered for purchase by the Licensor in the course of its normal business;

"Product Fee" means the fee for use of the Software in accordance with this License detailed in the Product Sale Agreement;



“Product Sale Agreement”	means the firm quotation in the Appendix 2 of this License Agreement which details some or all of the following: <ul style="list-style-type: none">(a) the name of the product licensed as the Software;(b) applicable limitations such as the number of concurrent processes, architectures or GPU devices that may be applicable, the number of users that can use the Software at any time, or the number of CPUs or servers on which the Software may be used;(c) the territory in which the Software may be used;(d) whether the license is an evaluation license;(e) whether the license is a term license and if so the length of the term;(f) the Product Fee;(g) whether support is required and if so the length of the Initial Support Period and the Support Fee applicable to the Initial Support Period;(h) customer contact details such as your organisation’s name and postal address and your telephone number and email address;
“Purpose”	means your internal business purposes only and does not include using the Software (a) for provision of a service to third parties or (b) for the purposes of competing with us, including for competitive analysis purposes.
“Software”	means the files comprising the software product named in the Product Sale Agreement, in non-human readable form only, and includes any Updates;
“Support Fee”	means the fee payable by you in respect of support of the Software, detailed in the Product Sale Agreement or any subsequent agreed additions to the Product Sale Agreement in respect of added or renewed support;
“Support Renewal Period”	means one or more further periods of support agreed in writing between us and you, commencing on the date agreed in writing;
“Territory”	means the territory specified in the Product Sale Agreement;
“Updates”	means any update, enhancement, improvement or modification



to the Software including without limitation error corrections and patches that Licensor may generally make available to its licensees as part of Support, but excludes any New Version.

- 1.2 These Basic License Terms are additional to the terms in your Product Sale Agreement. Where there is any conflict between these Basic License Terms and any terms in your Product Sale Agreement, the conflicting terms in your Product Sale Agreement will prevail. For the avoidance of doubt, no terms or conditions contained on any purchaser order or other document issued by you shall add to or supersede any terms or conditions of this License or otherwise be of any force or effect.
- 1.3 Where your Product Sale Agreement was agreed with and refers to another company in our group, references to “the Licensor” (or “us”) in this License refer to that group company rather than to Alinea Software Limited.
- 1.4 If you want to contact us at any time with any questions or comments, send an email to info@allinea.com. Notices which are intended to have legal effect must, for notices to us, be sent to legal@allinea.com. We may give notice to you at either the email or postal address you provided when purchasing the Software. Notice will be deemed received and properly served 24 hours after an email is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that the letter was properly addressed, stamped and put in the post and, in the case of an email, that the email was sent to the specified email address of the addressee.

2 Evaluation license

- 2.1 You may use the Software on a non-exclusive, non-transferable basis, for evaluation purposes in a test environment only for up to 30 days at our discretion without payment of a fee, or for such longer period as we may agree in writing. We may terminate this evaluation license at any time for any reason.
- 2.2 The Basic License Terms only will apply to your use of the Software during this evaluation period, except that the Sections 3, 4.1.1 and 4.2 will not apply.

3 Grant and scope of license

- 3.1 Subject to your compliance with all terms and conditions of this License, including the payment of the Product Fee, we hereby grant to you a non-exclusive, non-transferable license to use the Software and the Documentation in the Territory on the terms of this License.
- 3.2 You may:
 - 3.2.1 install and use the Software for the Purpose only, on the basis, and subject to the restrictions and limitations, set out in the Product Sale Agreement;
 - 3.2.2 transfer the Software from one computer to another only as provided by, and subject to the restrictions and limitations set out in, the Product Sale Agreement;



- 3.2.3 use any Documentation in support of the use permitted under Section 3.1 and make copies of the Documentation as are reasonably necessary for use of the Software.
- 3.3 Where the Product Sale Agreement provides that this License is a term license, this License will terminate on the expiry date shown in the Product Sale Agreement (unless terminated earlier under Section 9). Otherwise this License will continue until terminated under Section 9.

4 **Your obligations**

- 4.1 Except as expressly set out in this License or as permitted by any local law, you agree:
- 4.1.1 to provide us with the installation details necessary to generate and issue a permanent license key within 30 days of accepting this License;
- 4.1.2 not to rent, lease, sub-license, loan, translate, merge, adapt, vary or modify the Software or Documentation;
- 4.1.3 not to tamper with or circumvent any license keys provided by us;
- 4.1.4 not to make alterations to, or modifications of, the whole or any part of the Software nor permit the Software or any part of it to be combined with, or become incorporated in, any other programs;
- 4.1.5 not to disassemble, de-compile, reverse engineer or create derivative works based on the whole or any part of the Software nor attempt to do any such things except to the extent that (because of applicable law) such actions cannot be prohibited because they are essential for the purpose of achieving inter-operability of the Software with another software program, and provided that the information obtained by you during such activities:
- (i) is used only for the purpose of achieving inter-operability of the Software with another software program;
 - (ii) is not disclosed or communicated without our prior written consent to any third party to whom it is not necessary to disclose or communicate it; and
 - (iii) is not used to create any software which is substantially similar to the Software;
- 4.1.6 to ensure that the Software is used by your employees and representatives in accordance with the terms of this License;
- 4.1.7 to include the copyright notices and any other attribution notices on all entire and partial copies of the Software in any form;
- 4.1.8 except and to the extent expressly permitted or required by any of the terms of any of the license agreements referred to in Section 6.3 (and then only in respect of the relevant components) not to provide, or



otherwise make available, the Software in any form, in whole or in part (including, but not limited to, program listings, object and source program listings, object code and source code) to any person other than your staff or contractors who are authorised users (or in the case of an academic institution to any person other than staff or students) without our prior written consent;

- 4.1.9 not by any act or omission to put us in breach of any of the terms of any license agreement referred to in Section 6.3.
- 4.2 Licensor or its designee shall have the right from time to time to perform an audit of Licensee's books and records to determine if Licensee's use of the Software complies with the provisions of this License. Any such audit (i) shall be made during Licensee's normal business hours, (ii) shall be undertaken only after reasonable prior written notice thereof has been given by Licensor to Licensee, and (iii) shall not unreasonably interfere with Licensee's business operations. Licensee agrees to cooperate with Licensor or its designee, in any such audit.

5 **Support**

- 5.1 If your Product Sale Agreement includes technical support then, for the Initial Support Period and any subsequent Support Renewal Periods, subject to payment of the Support Fee, you will be entitled to:
- 5.1.1 receive and use any supplementary software code or update of the Software incorporating patches and corrections of errors as we may provide from time to time;
- 5.1.2 receive, install and use any Updates of the Software as we may provide from time to time; and
- 5.1.3 receive any other support services and technical advice relating to use of the Software as may be included in the Product Sale Agreement.
- 5.2 Nothing in this License entitles Licensee to receive any New Versions. You will only be entitled to New Versions on payment of an additional fee and agreement to all applicable terms and conditions.
- 5.3 To the extent Licensor continues to make available technical support, Licensee may renew technical support for Support Renewal Periods, either before or after the end of the Initial Support Period or then-current Support Renewal Period, by contacting us or your reseller, as applicable. Any such renewal shall be subject to then-current pricing and terms and conditions.
- 5.4 If your Product Sale Agreement does not include technical support or you do not renew your support you can request that support be added to this License at any time by contacting us.
- 5.5 If the Licensor releases an Update for the Software or replaces the current version of the Software with any New Version, you are not obliged to purchase such New Version or download such Update, but the Licensor will not be obliged to provide you



with technical support for the current version once a subsequent version has been made available (whether as an Update or New Version).

- 5.6 You should send an email to support@allinea.com in respect of all requests for support.

6 Intellectual property

- 6.1 You acknowledge and agree that, as between you and us, all intellectual property rights throughout the world in the Software and the Documentation belong to us and/or our licensors, that rights in the Software are licensed (not sold) to you, and that you have no rights in, or to, the Software or the Documentation other than the right to use them in accordance with the terms of this License. You further acknowledge and agree that the Software is proprietary and confidential material of Licensor, and agree to use your best efforts to maintain the confidentiality of the Software.

- 6.2 You acknowledge that, except where expressly permitted or required by any of the terms of any of the license agreements listed in Section 6.3 (and then only in respect of the relevant components) you have no right to have access to the Software in source code form.

- 6.3 The Software aggregates and/or contains open source software components which are used under license. Your use of the Software under this License is also subject to the terms of those following license agreements a list of which is available here <http://content.allinea.com/downloads/eula-6.3.txt>. Source code for some of these open source components can be found at <http://www.allinea.com/products/source-code/>.

7 Disclaimer of warranties

- 7.1 You acknowledge that the Software has not been developed to meet your individual requirements and that it is your responsibility to ensure that the facilities and functions of the Software as described in the Documentation meet your requirements.

- 7.2 You acknowledge that the Software may not be free of bugs or errors and you agree that the existence of any minor errors shall not constitute a breach of this License.

- 7.3 THE SOFTWARE IS LICENSED "AS IS". THIS LICENSE SETS OUT THE FULL EXTENT OF THE LICENSOR'S OBLIGATIONS AND LIABILITIES IN RESPECT OF THE SUPPLY OF THE SOFTWARE AND DOCUMENTATION. THERE ARE NO CONDITIONS, WARRANTIES, REPRESENTATIONS OR OTHER TERMS, EXPRESS OR IMPLIED, THAT ARE BINDING ON US EXCEPT AS SPECIFICALLY STATED IN THIS LICENSE. ANY CONDITIONS, WARRANTIES, REPRESENTATIONS OR OTHER TERMS CONCERNING THE SOFTWARE AND DOCUMENTATION WHICH MIGHT OTHERWISE BE IMPLIED INTO OR INCORPORATED IN THIS LICENSE OR ANY COLLATERAL CONTRACT, WHETHER BY STATUTE, COMMON LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND ANY



WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE, ARE EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW.

- 7.4 Licensee acknowledge and agree the Software is not fault-tolerant and is not designed or intended for use in hazardous environments requiring fail-safe performance, including without limitation, in connection with the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, weapons systems, direct life-support machines, or any other application in which the failure of the Software could lead directly to death, personal injury, or severe physical or property damage (collectively, "High Risk Activities"). LICENSOR EXPRESSLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR HIGH RISK ACTIVITIES.

8 Liability

- 8.1 EXCEPT AS OTHERWISE REQUIRED BY APPLICABLE LAW, THIS SECTION 8 SETS OUT THE ENTIRE FINANCIAL LIABILITY OF THE PARTIES (INCLUDING ANY LIABILITY FOR THE ACTS OR OMISSIONS OF THEIR RESPECTIVE EMPLOYEES, AGENTS AND SUBCONTRACTORS) TO EACH OTHER IN RESPECT OF:

8.1.1 ANY BREACH OF THIS LICENSE HOWEVER ARISING;

8.1.2 ANY USE MADE OR RESALE OF THE SOFTWARE OR THE DOCUMENTATION BY YOU, OR OF ANY PRODUCT OR SERVICE INCORPORATING ANY OF THE SOFTWARE OR THE DOCUMENTATION; AND

8.1.3 ANY REPRESENTATION, STATEMENT OR TORTIOUS ACT OR OMISSION (INCLUDING NEGLIGENCE) ARISING UNDER OR IN CONNECTION WITH THIS LICENSE.

- 8.2 NOTHING IN THIS LICENSE SHALL LIMIT OR EXCLUDE THE LIABILITY OF EITHER PARTY FOR ANY LOSS OR DAMAGE TO THE EXTENT SUCH LOSS OR DAMAGE CANNOT BE LAWFULLY LIMITED OR EXCLUDED, INCLUDING (AS APPLICABLE) LOSS OR DAMAGE ARISING OUT OF DEATH OR PERSONAL INJURY RESULTING FROM NEGLIGENCE, FRAUD OR FRAUDULENT MISREPRESENTATION, OR THE DELIBERATE DEFAULT OR WILFUL MISCONDUCT OF THAT PARTY, ITS EMPLOYEES, AGENTS OR SUBCONTRACTORS. IN ADDITION, NOTHING IN THIS LICENSE SHALL LIMIT OR EXCLUDE YOUR LIABILITY FOR ANY INFRINGEMENT, VIOLATION OR MISAPPROPRIATION OF THE INTELLECTUAL PROPERTY RIGHTS OF LICENSOR OR ANY OF ITS GROUP COMPANIES.

- 8.3 WITHOUT PREJUDICE TO SECTION 8.2, NEITHER PARTY SHALL UNDER ANY CIRCUMSTANCES WHATEVER BE LIABLE TO THE OTHER, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR RESTITUTION, OR FOR BREACH OF STATUTORY DUTY OR MISREPRESENTATION, OR OTHERWISE, FOR ANY:

8.3.1 LOSS OF INCOME;



- 8.3.2 LOSS OF BUSINESS PROFITS OR CONTRACTS;
 - 8.3.3 BUSINESS INTERRUPTION;
 - 8.3.4 LOSS OF THE USE OF MONEY OR ANTICIPATED SAVINGS;
 - 8.3.5 LOSS OF INFORMATION;
 - 8.3.6 LOSS OF OPPORTUNITY, GOODWILL OR REPUTATION;
 - 8.3.7 LOSS OF, DAMAGE TO OR CORRUPTION OF DATA; OR
 - 8.3.8 ANY INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE OF ANY KIND HOWSOEVER ARISING AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE.
- 8.4 SUBJECT TO SECTION 8.2 AND SECTION 8.3, AND EXCEPT AS OTHERWISE REQUIRED BY APPLICABLE LAW, THE LICENSOR'S MAXIMUM AGGREGATE LIABILITY UNDER OR IN CONNECTION WITH THIS LICENSE, OR ANY COLLATERAL CONTRACT, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, SHALL IN ALL CIRCUMSTANCES BE LIMITED TO A SUM EQUAL TO THE PRODUCT FEE.

9 Termination

- 9.1 We, the Licensor, may terminate this License immediately by written notice to you if:
- 9.1.1 a petition for a bankruptcy order to be made against you has been presented to the court; or
 - 9.1.2 the Licensee (where the Licensee is a company) becomes insolvent or unable to pay its debts (within the meaning of section 123 of the Insolvency Act 1986 or equivalent legislation in the jurisdiction applicable to this License), enters into liquidation, whether voluntary or compulsory (other than for reasons of bona fide amalgamation or reconstruction), passes a resolution for its winding-up, has a receiver or administrator manager, trustee, liquidator or similar officer appointed over the whole or any part of its assets, makes any composition or arrangement with its creditors or takes or suffers any similar action in consequence of its debt.
- 9.2 If you: (i) breach any term or condition of this License; or (ii) are not in possession of a valid license key, this License will terminate automatically without further notice or action from Licensor.
- 9.3 Upon termination for any reason:
- 9.3.1 all rights granted to you under this License will cease;
 - 9.3.2 you must cease all activities authorised by this License;
 - 9.3.3 you must immediately pay any sums due under this License; and



- 9.3.4 you must immediately delete or remove the Software from all computer equipment in your possession and immediately destroy or return to us (at our option) all copies of the Software then in your possession, custody or control and, in the case of destruction, certify that you have done so.

10 Publicity and marketing

- 10.1 The Licensor is entitled to state in the public domain that you are a customer of the Licensor.
- 10.2 By providing us with your email address and/or telephone number, you consent to our using these details to let you know about our other services or promotions that may be of interest to you. Please contact us if you do not consent to our using these details.

11 Export laws

- 11.1 You may not export, directly or indirectly, any technical data acquired from us under this License (or the Software, where it incorporates any such data) in breach of any applicable laws or regulations including United Kingdom and United States export laws and regulations, to any country for which the United Kingdom or the United States or any other government or any agency thereof at the time of export requires an export license or other governmental approval without first obtaining such license or approval.

12 Restricted rights

- 12.1 To the extent that Licensee is an agency or instrumentality of the U.S. Government, the parties agree that the Software and Documentation are commercial computer software and commercial computer software documentation, respectively, and that Licensee's rights therein are as specified in this License, per FAR 12.212 and DEARS 227.7202-3, as applicable, or in the case of NASA, subject to N'S 1852.227-86.
- 12.2 To the extent that Licensee is an agency or instrumentality of the U.S. Government, the U.S. Government authorizes and consents to all use and manufacture, in performing this License and the applicable Product Sale Agreement, of any invention described in and covered by a United States patent embodied in the structure or composition of any article the delivery of which is accepted by the Government under such license or agreement.

13 Transfer of rights and obligations

- 13.1 This License is binding on you and us and on both your and our respective successors and assigns.
- 13.2 You may not transfer, assign, charge or otherwise dispose of this License, or any of your rights or obligations arising under it, without our prior written consent. Any merger of Licensee, acquisition of all or substantially all of Licensee's assets or change of control of Licensee shall be deemed an assignment of this Agreement for which prior written consent is required.



- 13.3 The Licensor may transfer, assign, charge, sub-contract or otherwise dispose of this License, or any of its rights or obligations arising under it, at any time.

14 Agency

- 14.1 Your reseller is an independent contractor and there is no partnership, joint venture, agency or fiduciary relationship between your reseller and us. Your reseller has no authority to bind us to any terms and conditions you agree with your reseller.

15 Waiver

- 15.1 If we do not at any time insist on strict performance of any of your obligations under this License, or if we do not exercise any of the rights or remedies to which we are entitled under this License, we do not mean to waive those rights or remedies and you will not be relieved from compliance with your obligations.

- 15.2 A waiver by us of any default will not be a waiver of any subsequent default.

- 15.3 No waiver by us of any of these terms and conditions will be effective unless it is expressly stated to be a waiver and is communicated to you in writing.

16 Severability

- 16.1 If any of the terms of this License are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

17 Entire agreement

- 17.1 This License and any document expressly referred to in it are the whole agreement between us and supersede any previous arrangement, understanding or agreement between us, relating to the licensing of the Software and Documentation.

- 17.2 We each acknowledge that, in entering into this License (and the documents referred to in it), neither party relies on any statement, representation, assurance or warranty ("**Representation**") of any person (whether a party to this License or not) other than as expressly set out in this License or those documents.

- 17.3 Each party agrees that the only rights and remedies available to us arising out of or in connection with a Representation shall be for breach of contract as provided in this License.

- 17.4 Nothing in this clause shall limit or exclude any liability for fraud.

- 17.5 This License may not be modified except by a writing signed by the parties. It is agreed that no use of trade or other regular practice or method of dealing between the parties hereto shall be used to modify, interpret, supplement, or alter in any manner the terms of this License.

- 17.6 The Appendix 1 constitutes an inseparable part of this License Agreement: Trading Conditions based on the "Invitation to negotiate including Tender Documentation".



18 Law and jurisdiction

- 18.1 Where the Product Sale Agreement specifies that the Licensor is a group company of Allinea Software Limited incorporated in either any state within the **United States of America, Canada, or any country within Central or South America**, this License, its subject matter or its formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of the State of Delaware (excluding its conflicts of laws principles) and submitted to the exclusive jurisdiction of the courts of the State of Delaware. Notwithstanding the foregoing, to the extent that Licensee is an agency or instrumentality of the U.S. Government, disputes arising under or relating to this License shall be decided under the U.S. federal law of government contracting, including without limitation the Contract Disputes Act. Notwithstanding the foregoing, nothing in this License will prevent Licensor from enforcing its intellectual property rights or seeking injunctive or other equitable relief in any court of competent jurisdiction. The parties hereby disclaim application of the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act.
- 18.2 In every other case, this License, its subject matter or its formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law (excluding its conflicts of laws principles) and submitted to the non-exclusive jurisdiction of the English courts.

Signed by **Martin Hall** on behalf of
ALLINEA SOFTWARE LIMITED:

)
) M. Hall
.....
Director/Authorised Signatory

Signed by **Ing. Martin Palkovič, Ph.D.**,
Managing Director of IT4Innovations

p.p. **Ing. Martin Duda**, Strategic
Development Director of IT4Innovations

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) Duda M. 7.
.....
Director/Authorised Signatory

on behalf of the Licensee: **Vysoká škola
báňská – Technická univerzita Ostrava**

APPENDIX 1 TO SOFTWARE LICENSE AGREEMENT

TRADING CONDITIONS

Licence for purchased items as the author craft protected under the Act No. 121/2000 Coll., The Copyright Act, as amended, is arranged in the following range:

- the right to use the computer program, which is subject to purchase or licensing hereunder (licensed computer program), provided by the Licensor to Licensee on a non-exclusive.

- authorization for the right to use a computer program (licensed computer program) under this contract is awarded by the Licensor to the Licensee for the duration of copyrights in the computer program. In case of termination without legal successor of the Licensor, the Licensee is still entitled to exercise the privileges of the right to use a computer program under this Contract, for the period specified in the first sentence of this paragraph. In case there is mentioned at any point indefinite or unlimited duration of the license in the contract, it is meant by time range specified above in this paragraph.

- the right to use the computer software under this contract (license) is limited to this contract, which is ability to use the computer program while the customer's activity.

The Licensee's payment terms are 30 days net from date of invoice, with payment to be made by direct electronic transfer into Licensor's bank account.

The Licensor and the Licensee have agreed on a final total purchase price in CZK specified in this Agreement, and in the structure set out in Product Sale Agreement. This price will be maximum permissible except in cases of statutory VAT rate change. This price will be final. The agreed total price of the purchased will include delivery of the software license and all applicable taxes, duties, fees associated with payments - bank transfer of the total price, other charges and other related costs and other payments, as well as packaging, labeling and certificates relating to the object of purchase. The Licensor's costs of transportation or access to the files for download, online consultation during the warranty period, the update and technical support for up to 31 December 2015 is included in the price of the supply, too.

The Licensee reserves the right to withdraw from the contract prior to delivery of the software by the Licensor in case the expenses that would have to be incurred under the contract have been identified as ineligible by the Management Authority of the Operation Program Research and Development for Innovations, or other control authority. In this case the Licensor will not be entitled to compensation for a loss of earnings. Other provisions governing the withdrawal shall apply mutatis mutandis.

The Licensor is entitled to charge on account the purchase price based on proper accounting document issued after the delivery of the purchase with a maturity of 30 days from the date of receipt of the Licensee to the attention of persons authorized by



the Licensee heading of this Contract after all the Licensor's obligations arising from this contract have been fulfilled, after the flawless delivery of the purchased Licence.

The Licensor will provide maintenance support services for the licensed software for period of 24 months from license purchase. During this period, the Licensee will be entitled to receive, install and use any software updates, including patch and error corrections as may be provided from time to time by the Licensor and to receive product technical support services from the Licensor accessed via email.

The Licensor is licensing the software to the Licensee "As Is" and offers no warranties except as stated in the End User Licence Agreement.

The Licensor is obligated, under the conditions laid down in this tender documentation, and in accordance with the client's instructions and taken all the necessary professional care, if committed in the performance of the Contract under the Operational Programme Research and Development for Innovations:

- to allow all entities authorized to exercise control of the project, which funds the price paid under this contract, check the documents related to the performance of this contract, and as a person liable under § 2. point. e) Act No. 320/2001 Coll., on financial control in public administration, to assist in the performance of financial controls, including enabling the Managing Authority of the OP R & DI also access those parts of tenders, contracts and related documents, which are protected by special legislation (such as trade secrets, classified information), provided that they meet the requirements of the law [eg § 11 point. c) and d), § 12 section 2 point. f) Act No. 552/1991 Coll., the state control] and in contracts with their subcontractors to enable the Managing Authority of the OP R & DI to control of subcontractors to the same extent
- to keep all the documents and accounting records pertaining to the subject of the service until 2025, when Czech law does not provide for a longer period. These documents and accounting records will be stored in a manner established by the applicable legislation
- to observe the rules of publicity Operational Programme Research and Development for Innovation for the whole duration of the contract, and that all relevant documents relating to the selection process or procedure, ie, in particular in the tender documents, contracts and all other documents relating to the contract
- to enable the publication of the contract on the profile of the contracting authority (Licensee), in accordance with the law and to produce to the contracting authority the list of subcontractors, where Licensor shall indicate the subcontractors to which it has reimbursed more than 10 % out of the entire price of the public contract; the Licensor shall submit the list of subcontractors not later than within 60 days from the date of performance of the contract.

The license agreement is concluded between the Parties (the Licensor and the Licensee) for a fixed period and for the entire duration of its copyright to the computer program, regardless of the legal successor of the Parties or a theft of proprietary copyrights from a third party or third parties by the supplier.

The Licensee will reject confirming of any contractual penalties which could be required by the Licensor.



In case of Licensee's default with the payment of the purchase price, it's parts or any other amount, the supplier is entitled to charge interest on late payments, but the maximum legal rate, i.e. the amount set by the government.

The Licensor will issue a temporary 30 days license file valid for 30 days following receipt of the Licensee's purchase order and, if required, a second temporary license will be issued for a further 30 days. A permanent license will be issued once full payment in CZK has been received from the Licensee.

Signed by **Martin Hall** on behalf of
ALLINEA SOFTWARE LIMITED:

)
) *M. Hall*
Director/Authorised Signatory

Signed by **Ing. Martin Palkovič, Ph.D.**,
Managing Director of IT4Innovations

p.p. **Ing. Martin Duda**, Strategic
Development Director of IT4Innovations

on behalf of the Licensee: **Vysoká škola
báňská – Technická univerzita Ostrava**

)
) *Duda M. D.*
Director/Authorised Signatory



PRODUCT SALE AGREEMENT - Quote No: VSB 4-302126

APPENDIX 2 TO SOFTWARE LICENSE AGREEMENT

Date: 5th December 2013

End User:

VSB
 Allinea Unified Supercomputing Licence 64processes, with 8 GPU
 and Allinea Performance Reports 64processes
 Maintenance and Support for 2 years

Branislav Jansik/Lubomir Riha

Your contact:

Avtar Cheema
acheema@allinea.com

Tel +44 1926 623 138

Quantity	Description	Unit price	Government discount	Total price
1	<i>Allinea Unified Supercomputing Licence (including Allinea DDT and Allinea MAP) 64 processes, Accelerators 8 gpu's, with Allinea Performance Reports 64 processes for one architecture (Linux/x86-64) - Licence is site floating for the designated architecture - Government condition</i>			
1	Allinea Unified Supercomputing licence for one Linux/x86-64 architecture - 64 processes, including Accelerator support for Allinea DDT Supercomputing for 8 gpu's - Government condition	35,168.00 €	30%	24,617.60 €
1	Allinea Performance Reports for one Linux/x86-64 architecture - 64 processes - Government condition	3,765.00 €		FREE
2	Annual Maintenance and Support for Allinea Unified Supercomputing licence for one Linux/x86-64 architecture - 64 processes	4,520.00 €		FREE
2	Annual Maintenance fee for 8 gpu's support for Allinea DDT Supercomputing	504.00 €		FREE
2	Annual Maintenance fee for Allinea Performance Reports for one Linux x86-64 architecture - 64 processes	2,259.00 €		FREE
	SUBTOTAL			24,617.60 €
	Quote exclusive of VAT and/or local taxes			
		Grand total	CZK 691,016.00	24,617.60 €

Quotes are valid for 30 days, E. and O.E – Payment term is 30 days net of invoice

SUPERCOMPUTING LICENCE

The Allinea DDT Supercomputing License is offering the flexibility users are looking for when developing code from prototyping phase (small amount of process needed) to production mode (maximum amount of process needed per debugging work). It allows users to use the product as they want: for instance, a Supercomputing licence for 256 processes allows 2 users to debug each 128 processes or 4 users to debug each 64 processes or any combination such as number of processes used time number of concurrent users is less or equal to 256.

The licence is site floating and architecture(s) dependant (to be chosen from Linux/x86-32, Linux/x86-64, Linux/Power, Liux/Cell, Linux/Itanium, Solaris /Sparc, Solaris/ x86-64, AIX/Power, NEC SUPER-UX and Cray)

The licence can also be used and shared on the designated platforms formed by clusters and development workstations. No additional license fees is required when adding new platforms.

When CUDA option is enabled, it adds more flexibility to user: a Supercomputing licence with Cuda for 256 tokens allows 2 users to debug each 128 processes or 2 users to debug each 64 processes using each 64 boards or any combination such as number of processes used plus number of NVIDIA boards used time number of concurrent users is less or equal to 256.

UPGRADE

Allinea Licences can be upgraded at any time during a valid maintenance period and according to our upgrade policy. If the upgrade is done within the first 12 months of the initial purchase, 100% of the licence cost will be considered. In the second year 50% and in the third year or beyond 20% of the original licence cost will be considered.

Maintenance

A 30 day temporary licence will be issued when the PO is received , according to the configuration requested. This delivery date starts the Maintenance/Support contract for the period considered. (12 months minimum).

Orders will only be accepted with a minimum of a 12 month maintenance contract.

Licence key

On receipt of a DDT order Allinea will only issue a valid permanent licence key if the following parameters have been defined:

Note: Licence Servers are available for Solaris, AIX and most Linux distributions on a compatible architecture (i.e. AMD64, EM64T, IA64, PowerPC, Ultrasparc, x86-32 or x86-64).

Name of the cluster front end OR license server: _____

Operating System of License-server: Linux AIX Solaris
Version OS: _____

Network interface (eth0) of above server: eth0 -or- _____

MAC Adress of the Interface: _____:_____:_____:_____:_____:_____

The definitive key will be issued when all of the above parameters are received.

Company Data and order address:

ALLINEA Software Ltd.

The Innovation Centre,
Warwick Technology Park,
Gallows Hill,
Warwick CV34 6UW
United Kingdom
Fax: +44 1926 623140

Intra-community VAT tax-number: GB 975465571

Banking detail:

The Euro account is as follows:

HSBC Bank plc
Account number: 69834748
Swift/BIC Code: MIDLGB22
IBAN: GB86 MIDL 4005 1569 8347 48

The GBP account is as follows:

HSBC plc
Sort Code: 40 11 18
Account number: 74363507
Swift/BIC Code: MIDLGB2102K
IBAN: GB98 MIDL 4011 1874 3635 07

