

Allinea Software Maintenance Renewal Amendment Agreement No. 1
relating to the Software License Agreement dated 31 December 2013

between

Registered Office:	Allinea Software Ltd. The Innovation Centre, Warwick Technology Park, Warwick, CV34 6UW, United Kingdom
Represented by:	Martin G. Hall, chief financial officer
Commercial Register:	England & Wales
Identification No.:	06871298
VAT No.:	GB975465571
Bank:	HSBC Bank plc
Account No.	74363507
BIC/SWIFT:	MIDLGB22
IBAN:	GB01MIDL40111874363507

hereinafter "**Licensor**"

and

Registered Office:	VŠB – Technical University of Ostrava 17. listopadu 15/2172, 708 33 Ostrava – Poruba
Represented by:	Ing. Martin Palkovič, managing director of IT4Innovations
Identification No.:	61989100
VAT No.:	CZ61989100
Bank:	ČSOB, a.s.
Account No.:	000000-0100954151/0300

hereinafter "**Licensee**"

The Amendment Agreement has been concluded in order to realize the "IT4Innovations National Supercomputing Center" project, identification code LM2015070 (hereinafter „Project"), funded from the subsidy for the special purpose "Large Infrastructures" granted by The Czech Ministry of Education, Youth and Sports of the Czech Republic.

The subject-matter of the Amendment Agreement is a maintenance renewal for Allinea software provided under the License Agreement concluded on 31 December 2013. The Licensor shall provide the maintenance for the licensed software from 1 June 2016 to 31 May 2019. During this period Licensee will be entitled to receive, install and use any software updates, including patch and error corrections, and to receive the maintenance from Licensor.

The Licensor and the Licensee have agreed on the final total price in CZK specified in the Amendment Agreement. The price is the maximum amount which the Licensee shall pay to the Licensor for the complete service range in subject matter performance except in cases of statutory VAT rate change. The price includes an implementation of all activities and costs, insurance, duties, fees and other costs of the Licensor. The costs of the access to the files in order to download, online consultation during the maintenance period, the updates and maintenance are included in the agreed price, too.

The price for the subject-matter described above shall be **598 178 CZK** exclusive of VAT. The price shall be paid by the Licensee to the Licensor upon invoices issued by the Licensor for the maintenance periods and dated on the 1st day of the period:

- a) the price for the maintenance provided during the 7 months period **from 1 June 2016 to 31 December 2016 shall be 113 452 CZK** exclusive of VAT,
- b) the price for the maintenance provided during the 12 months period **from 1 January 2017 to 31 December 2017 shall be 197 327 CZK** exclusive of VAT,
- c) the price for the maintenance provided during the 12 months period **from 1 January 2018 to 31 December 2018 shall be 202 259 CZK** exclusive of VAT,
- d) the price for the maintenance provided during the 5 months period **from 1 January 2019 to 31 May 2019 shall be 85 140 CZK** exclusive of VAT.

The designation of the Project ("IT4Innovations National Supercomputing Center"), identification code of the Project ("LM2015070"), the subject-matter of the Amendment Agreement (the maintenance renewal for Allinea software) and invoiced period shall be stated in the invoice. The Licensee's payment terms are 30 days net from date of an invoice, with payment to be made by direct electronic transfer into Licensor's bank account stated in heading. Should the Licensee receives such invoice later than 7 days after an invoice date, the payment shall be postponed by the period of delay. In case of Licensee's default with the payment of the purchase price, its parts or any other amount, the Licensor is entitled to charge interest on late payments, but the maximum legal rate, i.e. the amount set by the law.

The Ministry of Education, Youth and Sports has the same rights of control of the Licensor in relation to the Project, which has towards the Licensee. Financial control is carried out mainly by the Financial Control Act, and in accordance with Decree no. 416/2004 Coll., which implements Act no. 320/2001 Coll., on financial control in public administration and amending certain laws (Financial Control Act) as amended by Act no. 309/2002 Coll., Act no. 320/2002 Coll. and Act no. 123/2003 Coll.; these regulations also set out the obligations of the Licensee during the financial control.

The Licensor is obligated, in accordance with the client's instructions and taken all the necessary professional care, to enable the publication of the agreement on the profile of the contracting authority (Licensee), in accordance with the Act on Public Contracts 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 proportion of the price of a public contract reimbursed by the contracting authority in one calendar year, if the duration of the performance of such a public contract is equal to or greater than 1 year; the Licensor shall submit the list of subcontractors not later than by 28 February of the following calendar year in case that the performance of the contract exceeds 1 year. Where the subcontractor holds the form of a joint stock company such a list shall be supplemented with the list of shareholders the total nominal value of whose shares exceeds 10 % of the equity capital compiled within the time limit of 90 days prior to the date of submission of the list of subcontractors.

Signed by **Martin Hall**, chief finance officer *4th MAY 2016*

on behalf of the Licensor: **Allinea Software Ltd.**

M. Hall
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Director/Authorised Signatory

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

on behalf of the Licensee: **VSB - Technical
University Ostrava**

[Signature]
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Director/Authorised Signatory