SALES CONTRACT

The Buyer:

VŠB – Technical University of Ostrava

Faculty of Metallurgy and Material Engineering

with registered office at:	17. listopadu 2172/15, 708 00 Ostrava - Poruba
ID number:	61989100
Tax ID number:	CZ61989100
Represented by:	prof. Ing. Jana Dobrovská, CSc. – Faculty of materials science and technology
Banking information:	ČSOB, a.s.
Account number:	
Contact person:	

and

the Seller:

Trading company/name/:	Sente Software Ltd.
Registered office/business premises/:	Surrey Technology Centre, The Surrey Research Park
	40 Occam Road, Guildford, Surrey, GU2 7YG
	United Kingdom
ID number.:	4238976
Tax ID number.:	GB 779 4858 49
Represented by:	
Banking information:	NatWest Bank, 151 High Street, Guildford, Surrey, GU1 3AH
	Sort Code 60-09-50, A/C No. 81031386
Registered in:	England and Wales
Contact person:	

have concluded, on this day, this Contract in compliance with the provisions of Section 2079 et seq. of Act No. 89/2012 Sb., Civil Code (hereinafter the **"Civil Code"**)

(hereinafter the **"Contract"**)

The Buyer and the Seller conclude this Contract for the purpose of execution of the "Development of inter-sectoral collaboration of the RMSTC with the application sphere in the field of advanced and innovative research of classical metallic materials and technologies using modelling methods" project

(project Reg. No. CZ.02.1.01/0.0/0.0/17_049/0008399), which is co-financed by the Operational Programme Research. Development and Education. The subsidy is provided by means of the ministry of Education, Youth and Sports (hereinafter the managing body of the OP RDE).

The Seller acknowledges that the subject of this Contract includes activities and outputs that will form parts of a project co-financed by the European Union.

The Buyer is a public university established on the basis of Act No. 111/1998 Sb., on universities. The subject of the Buyer's activities chiefly includes scientific-research activities, training and educational activities.

In the event of any changes to any of the information set out above, the Contracting party whose information changes is required to inform the other Contracting party of this fact in a demonstrable manner (by registered mail) without undue delay. In the event that the other Contracting party incurs damages as a result of breach of this obligation, the party that caused the damages undertakes to reimburse the damaged party in full.

The Seller declares that it is professionally competent to ensure the subject of performance according to this Contract.

Article I
Subject of this Contract

1. The subject of this Contract is delivery of **SW (software) for the description of processes in metal materials, calculation of thermal-physical, thermodynamic and kinetic properties in the solid and liquid phase.** (hereinafter the "Goods"), which was the subject of a public tender (hereinafter also referred to as the "Goods") according to the technical specifications set out in Appendix No. 1 to this Contract.

2. The Seller undertakes to deliver the Goods, as stated in item 1, under the terms set out herein, and to transfer the right to use of these Goods to the Buyer, on the basis of this Contract. Part of the delivery will be a manual with instructions for SW installation in English and manual or integrated help system with SW work instructions in English version. A perpetual license for SW will be provided. Perpetual licenses include free maintenance and upgrades to all new versions for one year.

3. Conclusion of this Contract is based on the Seller's bid dated 20. 3. 2019 (included as Appendix 2).

Article II.
Handing over the Goods, Defects in the Goods

1. The Seller undertakes to deliver the Goods specified in Article I of this Contract.

2. The Buyer undertakes to take receipt of the subject of performance and pay the price arranged according to Article IV. of this Contract.

3. The right to use the Goods is transferred to the Buyer at the time it takes receipt of the Goods.

4. The Buyer is entitled to refuse to take receipt of the Goods if the Goods are not delivered duly in compliance with this Contract and in the arranged quality, whereas in such cases the Buyer must inform the Seller of the reasons for refusing to take receipt of the Goods in writing, within five business days from the original date of handing over of the Goods.

Article III.
Time and Site of Performance, Handing Over of the Goods

1. The Seller undertakes to deliver the Goods within a deadline for 30 days after this Contract comes into effect.

2. The site of performance is the Buyer's registered office at the address:
   17. listopadu 15, 708 00 Ostrava - Poruba

3. Delivery of the Goods specified in Contract Article °1 will be done in an electronic version on a CD which will be sent to the place of performance or in the form of downloading SW from a designated repository - link, according to the instructions of the seller sent to Assoc. Prof. Ing. ████████████████████████████████████

4. The Goods will be delivered to the Buyer together with a delivery note and invoice: the Seller is entitled to invoice the Goods in compliance with the relevant delivery note.

5. The risk of damages is transferred to the Buyer at the time of receipt of the Goods.

Article IV.
Sales Price and Payment Terms

1. The total bid price is determined in the following value:

   Total price excluding VAT: EUR 13 175

   In words: Thirteen thousand one hundred seventy five euro excluding VAT

2. This arranged sales price is final and includes all the costs related to sale and purchase of the Goods, including transportation and other costs.

3. The price will be paid on the basis of an invoice issued by the Seller. The invoice issued by the Seller must contain the prerequisites stipulated by the legal regulations, whereas the invoice will contain separate calculations of the price of the Goods excluding VAT, separate VAT and the total price of the Goods including VAT.

4. In order to fulfil the terms of the project, the invoice must also contain the following in addition to the statutory prerequisites of a tax document:

   a) number and date of the issued invoice,

   b) contract (order) number and the date it was concluded, title of the public contract

   c) subject of performance and its exact specification in words (a reference to the number of the concluded contract is not sufficient; recommendation – give the quote from Article I(1),

   d) project title and its registration number - project "CZ.02.1.01/0.0/0.0/17_049/0008399 - Development of inter-sectoral collaboration of the RMSTC with the application sphere in the field of advanced and innovative research of classical metallic materials and technologies using modelling method", which is financed by the Operational Programme Research, Development and Education.

   e) identification of the bank and bank account to which the payment is to be made,

   f) invoice payment deadline,

   g) the Buyer's and Seller's name, registered office, Reg No. and Tax Reg No,

   h) identification of the department given in the individual order,

   i) name and personal signature of the person who issued the invoice, including contact telephone number.

5. The invoice is due payable with 21 days from the date of delivery of the invoice to the Buyer. If the invoice is not delivered together with the Goods, the invoice is considered delivered on the third day after it was sent in order to eliminate any uncertainty.

6. The sales price is considered paid at the time the invoiced sales price is debited to the Seller's account. The Buyer will not provide the Seller with any deposits on payment of the price of Goods or their part.

7. The Buyer is entitled to return the invoice without paying it, within the payment deadline, if the invoice does not contain the prerequisites stipulated by this Contract or if this data is given incorrectly. The Seller is required to issue a new invoice. In such cases the Buyer is not in delay in payment of the price of the Goods. The new 21-day invoice payment deadline commences running from the moment of delivery of the properly supplemented or corrected invoice.

8. All payments according to this Contract shall be made by the Buyer to the Seller's account given in the heading of this Contract. The Seller declares that its bank account given in this Contract or on the invoice is its bank account, which is published by the tax administrator in a manner enabling remote access in compliance with the provisions of Section 96 of the VAT Act. The

Seller must only provide an account published by the tax administrator in compliance with the VAT Act on the invoice. If changes to the identification of the published account occur throughout the duration of this Contract, the Seller undertakes to inform the Buyer of such changes in writing without undue delay. With regard to the fact that the recipient of taxable goods or services is liable for the unpaid tax on these taxable goods or service according to the provisions of Section 109(2)(c) of the VAT Act, if the payment for these goods or services is provided wholly or partially by bank transfer to an account other than the account of the provider of taxable goods or services published by the tax administrator in a manner enabling remote access, the Buyer will only pay the price for the goods or services to an account that is an account published within the meaning of the provisions of Section 96 of the VAT Act. If it becomes apparent at any time that the Seller's account, to which the Seller requires payment of the price for performance, is not a published account, the Buyer is not required to pay the price for the performance to such an account; in such cases the Buyer is not in delay in payment of the price for performance.

Article V.
Quality Warranty, Liability for Defects

1. All warranties by the software manufacturer are formulated in the licence terms and the licence contract, which are appendix No. 2.

2. The Goods are defective if they have not been delivered in compliance with this Contract, i.e. if they are not delivered in compliance with the Buyer's requirements.

3. The Buyer is required to notify the Seller of defects, which are apparent during delivery of the Goods, on receipt of the Goods. The Buyer is required to notify the Seller of hidden defects without undue delay.

4. In relation to liability for defects, the Seller is liable for defects in the Goods at the time the Goods are taken receipt of, even though these defects become an apparent defect during use of individual types of or pieces of the delivered Goods.

5. The Buyer is required to claim all defects against the Seller in writing without undue delay after it discovers such defects (a written claim is also considered to mean notification by fax or e-mail), giving the most detailed possible specification of the established defect. The Buyer will report defects to:

> Sente Software Ltd.
> Surrey Technology Centre
> The Surrey Research Park
> 40 Occam Road, Guildford, Surrey, GU2 7YG
> United Kingdom

The Buyer's contact person is:

As soon as the Buyer sends this notification this will be understood to mean that the Buyer requires free removal of the defect, unless specified otherwise in the notification.

Article VI.
Contractual Fines, Compensation of Damages and Withdrawal from the Contract

1. If the Seller does not deliver the Goods to the Buyer by the deadline according to Item III.1 it will pay the Buyer a contractual fine in the value of 0.5% of the total bid price excluding VAT, for each commenced day of delay.

2. If the Buyer delays in payment of the invoice, it is required to pay the Seller interest on late payment in the value according to the valid regulations.

3. The contractual fine and interest on late payment are due payable within thirty calendar days from the date the obliged party receives the written request for their payment from the entitled party, to the entitled party'a account given in the written request.

4. Payment of the contractual fine has no effect on compensation of damages incurred by either Contracting party.

5. Withdrawal from the Contract is governed by the relevant provisions of the Civil Code.

6. The Buyer is entitled to withdraw from the Contract if an insolvency proceeding has been initiated against the Seller.

Article VII.
Other Arrangements

1. The Seller is not entitled to assign the rights and duties arising from this Contract to a third party without the Buyer's prior written consent.

2. Matters not regulated by this Contract are governed by the relevant provisions of the Civil Code.

3. The Seller acknowledges the Buyer's duty to publish data given in this Contract in compliance with Act No. 134/2016 Sb., on awarding public contracts, as amended, with Act No. 106/1999 Sb., on free access to information, as amended and with Act No. 340/2015 Sb., on the Register of Contracts and other generally binding standards, in the manner arising from the aforementioned regulations or in the manner decided by the Buyer.

The Contracting parties undertake to keep secret and refrain from disclosing to third parties confidential information – the duty of non-disclosure – as this is defined below:

- all information provided to the Contractor within the meaning of Act No. 134/2016 Sb., on awarding public contracts, as amended.

- information to which the legally imposed duty of non-disclosure applies (e.g. personal data, secret facts)

- the Seller's business secrets or possibly other data protected according to the special legal regulations, with reasoning for such classification in writing before signature of this Contract. The Seller acknowledges that this procedure cannot be applied in relation to the value of the actually paid price for performance of this Contract, to the list of the Seller's sub-contractors or to information, disclosure of which is required by the law.

4. The Seller is required to enable all subjects authorised to supervise projects, the funds of which are used to pay for the delivery, to inspect the documents related to performance of the Contract, throughout the period stipulated by the legal regulations of the Czech Republic for archiving these documents (Act No. 563/1991 Sb., on accounting, and Act No. 235/2004 Sb., on Value Added Tax).

Article VIII.
Duties Arising from the Terms of the OP RDE

1. The subject of this Contract is financed from the OP RDE.

2. The Seller undertakes to carry out the following in the event of performance of the subject of this Contract within the terms of the OP RDE:

   – to enable all subjects authorised to supervise projects, the funds of which are used to pay for the Goods, to inspect the documents related to performance of the award proceeding, throughout the period stipulated by the legal regulations of the Czech Republic for archiving these documents (Act No. 563/1991 Sb., on accounting, and Act No. 235/2004 Sb., on Value Added Tax).

   – to keep all documents and accounting records related to performance of the award proceeding and to this Contract until at least the end of 2033, unless Czech legislation stipulates a longer time limit. These documents and accounting records will be stored in the manner determined by the valid legal regulations.

Article IX.
Final Provisions

1. This Contract becomes valid on the date of signature by both Contracting parties. This Contract comes into force on registration in the Register of Contracts according to the following provisions of the Contract.

2. On the basis of an agreement between the Contracting parties, the Buyer will perform registration of this Contract in accordance with the provisions of Section 5 of Act No. 340/2015 Sb., and will ensure that the confirmation of registration of the Contract is sent to both Contracting parties.

3. Potential disputes between both Contracting parties shall be settled preferentially by agreement. If an agreement cannot be reached, disputes shall be judged by the relevant court of law closest to the registered office of the Buyer, not an arbitrator.

4. All correspondence between the Contracting parties, including their statements, is irrelevant in relation this Contract, unless determined otherwise herein.

5. This Contract is executed in three counterparts, two for the Buyer and one for the Seller.

6. Each of the Contracting parties declares that it concludes this Contract freely and gravely, that it considers the content of this Contract specific and comprehensible and that it is aware of all circumstances decisive for conclusion of this Contract, as proof of which the Contracting parties append their signatures to this Contract.

Appendix No. 1 – Technical specification
Appendix No. 2 – Seller's bid dated 20. 3. 2019

In Ostrava, on: _14 5 2019_   In _Guildford_ on _10ᵗʰ April 2019_

On behalf of the Buyer: On behalf of the Seller:

Dean of the Faculty of materials   Managing Director
science and technology

6

Technical specification SW

Title: **SW (software) for the description of processes in metal materials, calculation of thermal-physical, thermodynamic and kinetic properties in the solid and liquid phase.**

Subject of market research: Delivery of simulation software (1 permanent licence for 1 PC) which allows to calculate a wide range of properties of metal alloys and their melts. The software allows to calculate the specified characteristics for simple as well as multi-component alloys. The software is not a database only, but it also contains physically designed models to calculate properties and to predict the behaviour of metal materials. The software allows to perform calculations in the following areas (the calculation of properties, process simulations):
Stable and metastable phase equilibrium
Solidification behaviour and properties
Mechanical properties
Thermo-physical and physical properties
Phase transformation
Chemical properties

Number: 1 piece

Basic technical parameters	Required values to be met
The SW must be eligible for the use with the Windows operating system and it will also work on multi-core computers with the 32/64 bit operating system.	yes
The SW for the calculation of a wide range of material properties of multicomponent alloys in the stable equilibrium, metastable equilibrium and especially in disequilibrium for steels based on Fe in the solid phase and melt (steels, stainless steels and cast irons).	yes
The SW allows to calculate other key properties that can be used for the description of processes in the melt as well as solid phase in steel. The SW allows to predict and calculate thermo-physical and thermodynamic quantities: thermal capacity, enthalpy, density, thermal expansion coefficient, melt viscosity, melt diffusivity, thermal conductivity, electric conductivity/specific resistance for the solid as well as liquid phase (melt).	yes
The SW also allows to perform calculations in the field of solidification of melts (Scheil-Gulliver solidification, Modified Scheil-Gulliver solidification), and calculations of mechanical properties such as proof stress, tensile stress).	yes
The SW allows to perform kinetic simulation calculations (disequilibrium state) leading to obtaining an application-significant TTT and CCT diagrams, TTT (Time Temperature Transformation calculations) and CCT (Constant Cooling Transformation calculations).	yes
The SW will be functionally usable	at least by 31. December 2022

Sente Software Ltd.

Surrey Technology Centre
The Surrey Research Park
40 Occam Road
Guildford, Surrey, GU2 7YG
United Kingdom
Phone: +44 (0)1483 685476
info@sentesoftware.co.uk
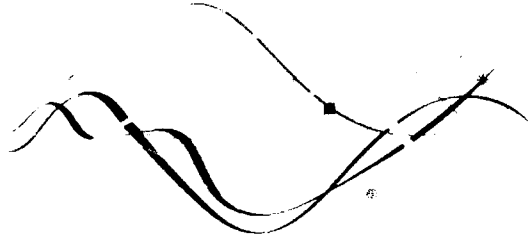
QUOTATION

VSB-Technical University of
Ostrava
17. listopadu 15/2172, Ostrava -
Poruba 708 33
CZECH REPUBLIC

14 March 2019

Please accept this as a quotation for JMatPro® - the Materials Properties and Behaviour Software.
This quotation is valid until: 30-Apr-2019   Quotation ID: 1919

	EUR
We offer a 50% discount on JMatPro® licenses for academic institutions when the software is used for academic purposes only. The license costs below include this discount.	
The cost of a single-user perpetual license for JMatPro® (use on the installation site only and one user at a time):	
Fe alloys (to include General Steels, Stainless Steels, Cast Iron)	13,175.00
Notes: • Perpetual licenses include free maintenance and upgrades to all new versions for one year. After the first year the annual maintenance contract is 20% of the current cost of perpetual licenses. • We also provide annual licenses at 40% of the cost of perpetual licenses. • This quotation does not include local taxes nor import taxes that may be payable in the customer's country • With an existing JMatPro® license you are able to purchase the JMatPro® API which allows you to incorporate some of the JMatPro® functionality into your own applications, providing the basic building blocks for you to automate and develop tasks within your own models and to integrate them into your own software. Please get in touch for more details.	
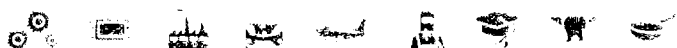
TERMS & CONDITIONS

BACKGROUND
(A) Sente Software is the entire legal and beneficial owner and licensor of the Software and is willing to license the Licensee the use of these products.

AGREED TERMS

1 INTERPRETATION
1.1 The definitions and rules of interpretation in this clause apply in this Licence.

Business Day - a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business;

Data Protection Legislation - as applicable, (i) the Data Protection Act 1998 and (ii) unless and until the General Data Protection Regulation ((EU) 2016/679) ("GDPR") is no longer directly applicable in the UK, the GDPR and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then (iii) any successor legislation to the GDPR or the Data Protection Act 1998;

Designated Installation Site - the designated site occupied by the Licensee where the Software will be installed and used;
Documentation - printed materials and online or electronic documentation supplied with the Software;

Fees - the licence and maintenance fees for the Software;

Group - in relation to a company, that company, any subsidiary or holding company from time to time of that company or any subsidiary from time to time of a holding company of that company;
Software - the JMatPro® software and its derivatives including the Application Programming Interface (API) owned by the Sente Software; and
Term - means the duration of the Licence.

1.2 Interpretation:
1.2.1 a reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;
1.2.2 any phrase introduced by the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and
1.2.3 a reference to **writing** or **written** includes fax and emails.

2 GRANT AND SCOPE OF LICENCE
2.1 In consideration of the Fees paid by the Licensee, Sente Software hereby grants to the Licensee a non-exclusive, non-transferable Licence for the Term to allow use of the Software at the Designated Installation Site only.
2.2 In relation to the scope of use, the Licensee may:
2.2.1 install the Software at the Designated Installation Site for the use of any employees of the Licensee whose usual place of business is the Designated Installation Site, provided that;
(a) subject to clause 3.1.10, the Software is only used on a computer owned or leased by the Licensee at the Designated Installation Site;
(b) the Licensee complies with the restrictions on use set out in clause 3; and
(c) any change to the Designated Installation Site is notified in writing by the Licensee to Sente Software;
2.2.2 use and share data output derived using the Software for its internal purposes only and may in no event use the Software as part of a data service or operation for the benefit of any third party unless agreed in writing with Sente Software; and
2.2.3 use any Documentation in support of the use of the Software.

3 RESTRICTIONS
3.1 Except as expressly set out in this Licence or as permitted by any local law, the Licensee undertakes:
3.1.1 not to copy the Software or Documentation, except where such copying is incidental to normal use of the Software or where it is necessary for the purpose of back-up or operational security;
3.1.2 not to rent, lease, sub-license, loan, translate, merge, adapt, vary, alter or modify, the whole or any part of the Software or Documentation nor permit the Software or any part of it to be combined with, or become incorporated in, any other programs, without the prior written consent of Sente Software;
3.1.3 not cause, directly or indirectly, the transfer of the Software (or parts of the Software) to any third party, nor the acquisition of the Software by any third party;
3.1.4 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 (by virtue of sections 50B and 296A of the Copyright, Designs and Patents Act 1988) such actions cannot be prohibited because they are necessary to decompile the Software to obtain the information necessary to create an independent program that can be operated with the Software or with another program (Permitted Objective), and provided that the information obtained by the Licensee during such activities:
(a) is used only for the Permitted Objective;
(b) is not disclosed or communicated without Sente Software's prior written consent to any third party to whom it is not necessary to disclose or communicate it in order to achieve the Permitted Objective; and
(c) is not used to create any software that is substantially similar in its expression to the Software;
3.1.5 to keep all copies of the Software secure and treat it with the same degree of care as the Licensee treats information of its own which it does not want publically disclosed or to be the subject of unauthorised access;
3.1.6 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 without prior written consent from Sente Software;
3.1.7 to appoint a member of its staff who will be responsible for the use of the Software by the Licensee and for the fulfilment of the terms of this Licence (the "Software Manager") and notify Sente Software of the name of such individual. Any changes to the Software Manager shall be immediately notified by the Licensee to Sente Software in writing;
3.1.8 not to permit remote access to the Software, other than to any employee of the Licensee whose usual place of business is at the Designated Installation Site;
3.1.9 not to permit access or use of the Software by any member of the Licensee's Group who is not a party to this Licence; and
3.1.10 to comply with all applicable technology control or export laws and regulations.

4 MAINTENANCE
Subject to payment of the Fees, the Licensee shall be entitled to receive any modifications or new versions of the Software released by Sente Software and advice and assistance concerning the use of the Software, up to a maximum of ten (10) hours, (the "**Maintenance**"). Such Maintenance will be provided for a period of twelve (12) months commencing on the date of this Licence or any anniversary thereof (the "**Maintenance Period**"). If advice and assistance is required by the Licensee in addition to Maintenance provided during a Maintenance Period, then these can be provided on terms to be agreed between the parties and shall be chargeable at Sente Software's then prevailing maintenance rates.

5 INTELLECTUAL PROPERTY RIGHTS

5.1 The Licensee acknowledges that all intellectual property rights in the Software and the Documentation throughout the world belong to Sente Software, that rights in the Software are licensed (not sold) to the Licensee, and that the Licensee shall have no rights in, or to, the Software or the Documentation other than the right to use it in accordance with the terms of this Licence.

5.2 The Licensee acknowledges that the Licensee only has access to the Software in object code form and has no right to have access to the Software in source code form.

6 FEES AND PAYMENT

6.1 The Licensee shall pay for the Licence in accordance with this clause 6.

6.2 The Fees payable under this Licence are exclusive of value added tax or any relevant local taxes, for which the Licensee shall be responsible.

6.3 The Licensee shall pay correctly rendered invoices within 30 days of receipt of the invoice. Payment shall be made to the bank account nominated in writing by Sente Software.

6.4 If the Licensee fails to make any payment due to Sente Software under the Licence by the due date for payment, then the Licensee shall pay interest on the overdue amount at the rate of 4% per annum above NatWest Bank's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Licensee shall pay the interest together with the overdue amount. This clause shall not apply to payments the Licensee disputes in good faith.

7 DATA PROTECTION

Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 7 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.

8 LIMITATION OF LIABILITY

8.1 Nothing in the Licence limits any liability which cannot legally be limited, including liability for:

8.1.1 death or personal injury caused by negligence;

8.1.2 fraud or fraudulent misrepresentation; and

8.1.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

8.2 Subject to clause 8.1, Sente Software's total liability to the Licensee shall not exceed the amount of the Fees paid by the Licensee to Sente Software pursuant to the terms of this Licence. The Licensors' total liability includes liability in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Licence.

8.3 Sente Software does not warrant that use of the Software will be uninterrupted or error-free and makes no guarantee of any kind concerning the accuracy of data output or otherwise from use of the Software. All other conditions, warranties or other terms which might have effect between the parties or be implied or incorporated into this Licence or any collateral contract, whether by statute, common law or otherwise, are hereby excluded, including the implied conditions, warranties or other terms as to satisfactory quality, fitness for purpose or the use of reasonable skill and care.

8.4 Subject to clause 8.1, the types of loss listed in this clause are wholly excluded by Sente Software:

8.4.1 loss of profits;

8.4.2 loss of sales or business;

8.4.3 loss of agreements or contracts;

8.4.4 loss of anticipated savings;

8.4.5 loss of use or corruption of software, data or information, including but not limited to the Software and Documentation;

8.4.6 loss of or damage to goodwill; and

8.4.7 indirect or consequential loss.

9 TERMINATION

9.1 Without limiting its other rights or remedies, Sente Software may terminate the Licence with immediate effect by giving written notice to the Licensee if the Licensee commits a material breach of any term of the Licence and (if such a breach is remediable) fails to remedy that breach within [30] days of being notified in writing to do so.

9.2 Without limiting its other rights or remedies, either party may terminate the Licence with immediate effect by giving written notice to the other party if

9.2.1 the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;

9.2.2 the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or

9.2.3 the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Licence has been placed in jeopardy.

9.3 Termination of the Licence shall not affect any of the parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of this Licence which existed at or before the date of termination.

9.4 Any provision of the Licence that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect.

9.5 In the event of termination of this Licence for any reason, the Licensee shall promptly return the Software as well as the hardware based USB licensing key and Documentation to Sente Software and destroy any record of the Software and Documentation held by the Licensee and in the case of destruction certify to Sente Software that it has done so. The Licensee's obligations in this clause must be demonstrated to Sente Software's satisfaction and if this requires that a representative of Sente Software travels to the Licensee, (to be determined at Sente Software's sole discretion), the Licensee will be liable to pay any expense incurred by Sente Software as a result of such travel.

10 GENERAL

10.1 **Force majeure**. Sente Software shall not be in breach of this Licence nor be liable for any delay in performing, or failure to perform, any of its obligations under the Licence if such delay or failure result from events, circumstances or causes beyond the reasonable control of Sente Software and Sente Software shall be entitled to a reasonable extension of time for the performance of such obligations.

10.2 **Assignment**. The Licensee shall not assign or subcontract any of its rights and obligations under this Licence without the prior written consent of Sente Software. Sente Software may at any time assign or subcontract any of its rights and obligations under this Licence.

10.3 **Entire agreement**. This Licence constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

10.4 **Variation**. No variation of this Licence shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

10.5 **Waiver**. No failure or delay by a party to exercise any right or remedy provided under the Licence or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

10.6 **Severance**. If any provision or part-provision of the Licence is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Licence.

10.7 **Notices**.

10.7.1 Any notice or other communication given to a party under or in connection with the Licence shall be in writing, addressed to that party at its registered office or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, or sent by pre-paid first class post or other next working day delivery service, commercial courier, fax or email.

10.7.2 A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 10.7.1; if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax or email, one Business Day after transmission.

10.7.3 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

10.8 **Third party rights**. No one other than a party to this agreement and the Sente Software's permitted assignees shall have any right to enforce any of its terms.

10.9 **Governing law**. The Licence, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by, and construed in accordance with the law of England and Wales.

10.10 **Jurisdiction**. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Licence or its subject matter or formation.

Market Research - Demand

1. Contracting authority - identification data

Contracting authority:	VŠB-TU Ostrava, FMT, Faculty of Materials Science and Technology
Street, house number.:	17. listopadu 15/2172, 708 00 Ostrava
IN / Tax ID:	61989100 / CZ61989100
Statutory representative:	prof. Ing. Jana Dobrovská, CSc., dean, Faculty of Materials Science and Technology
Contact person:	
Telephone number, e-mail:	██████████████████

2. Subject of market research

SW (software) for the description of processes in metal materials, calculation of thermal-physical, thermodynamic and kinetic properties in the solid and liquid phase will be used for project no. CZ.02.1.01/0.0/0.0/17_049/0008399 Development of inter-sectoral collaboration of the RMSTC with the application sphere in the field of advanced and innovative research of classical metallic materials and technologies using modelling methods.

3. Expected delivery time

30 days from signing the contract

4. Contract parameters

Parameters are in appendix Technical specifications SW

5. Eveluation criterion

price without VAT

6. Processing requirement

a. The participant sends: offer according to the contract parameters including the price without VAT
b. Offer must be submitted to: 10 working days from the date of sending the demand
c. Offer must be submitted: e-mail to ██████████████
d. Offer is valid to: 30. april 2019
e. Contact person; e-mail; supplier adresse; identification number

██████████████████████████████████

In case you will be selected, we send you an order / contract electronically.

In Ostrava day ....14 March 2019...........................

Signature ......████████████████...........

Appendix: Technical specification SW