

## SUPPLEMENT TO THE ACADEMIC SOFTWARE LICENSE AGREEMENT

This is a Supplement to the existing Academic Software License Agreement ("Agreement") between MAGMA Gießereitechnologie GmbH, a corporation organized under the laws of the Federal Republic of Germany and having its principal place of business at Kackerstraße 11, D-52072 Aachen ("MAGMA") and Vysokou školou technickou a ekonomickou v Českých Budějovicích, Ústav technicko-technologický, Environmentální výzkumné pracoviště, Okružní 517/10, 370 01 České Budějovice, Česká republika ("LICENSEE") valid from 1. 1. 2018.

### 1. GRANT.

Subject to the terms and conditions of the valid Agreement, MAGMA hereby grants to LICENSEE a nonexclusive, nontransferable license to Use (as defined in Section 3 in the Agreement) **second** educational license of MAGMASOFT® (the "Software"), specified in detail in appendix III, including associated user documentation, (collectively the "Licensed Materials") solely for Academic Endeavors (as defined in Section 5 in the Agreement) and solely on the Authorized Computer System (as defined in Section 9 in the Agreement). LICENSEE's rights are limited to the specific rights enumerated in this Agreement and LICENSEE does not have any ownership rights, security interests or other interest in the Licensed Materials or any copy thereof, including any intellectual property rights relating thereto. Without MAGMA's prior written consent, LICENSEE agrees not to lend, lease, license, sublicense, or otherwise make available the Licensed Materials to any third party or use the Licensed Materials for the benefit of any third party. LICENSEE agrees not co-operate with any other company in the field of casting simulation in the same manner as with MAGMA. Is any co-operation with a third party planned LICENSEE agrees to inform MAGMA up-front. If such a co-operation is not in MAGMA's interest MAGMA has the right to terminate this Agreement within 30 days.

### 2. LICENSE FEE AND TRAINING.

The installation of the MAGMASOFT® licenses will be free of charge. LICENSEE agrees to attend a training performed by our Czech representative. LICENSEE will pay 4.000,00 € net per year for the usage of the Software, i.e. for the second educational license of MAGMASOFT®.

### 3. TERM.

This Agreement shall remain effective for the term of 3 years and two months from 1.11.2019 to 31.12.2022, if not terminated in accordance with Section 24 of the Agreement.

The payments will be split as follows:

1. 1.11. 2019 – 31. 12. 2019 – 700,00 EUR, net
2. 1. 1. 2020 – 31. 12. 2020 – 4.000,00 EUR, net
3. 1. 1. 2021 – 31. 12. 2021 – 4.000,00 EUR, net
4. 1. 1. 2022 – 31. 12. 2022 – 4.000,00 EUR, net

### SIGNATURE

Each person signing below represents that he or she has read this Supplement in its entirety; understands its terms; is duly authorized to execute this Supplement on behalf of the party indicated below by his or her name; and agrees on behalf of such party that such party will be bound by those terms.

Executed the dates written below, to be effective as of 1.11.2019.

**MAGMA**  
Gießereitechnologie GmbH



Vysoká škola technická  
a ekonomická v Českých  
Budějovicích

By: \_\_\_\_\_

Dr. Marc Schneider  
Managing Director

By: \_\_\_\_\_

prof. Ing. Marek Vochozka, MBA, Ph.D.  
Rector

Date: \_\_\_\_\_

Date: \_\_\_\_\_

### APPENDIX III

List of MAGMASOFT® licenses and modules to be covered by this supplement

Amount	Product
1	MAGMASOFT® (4 cores)
1	MAGMAIron (4 cores)
1	MAGMAsteel (4 cores)
1	MAGMAstress (4 cores)
1	MAGMAstl

### APPENDIX IV

Objectives of the academic Usage of MAGMASOFT®

The objectives of this project are:

Education of students

Support for bachelor and diploma theses

Publication activities of academics

Research activities in a research project with KOVOSVIT MAS Foundry, a.s.

The project name: FV40036: Research and development of complex technology of castings production from high-quality ductile irons casting.

