

THE SOFTWARE LICENSE AGREEMENT

Made and agreed between

The Licensor:

Brno University of Technology (BUT)
Central European Institute of Technology
Address: Czech Republic, Brno, 612 00, Purkyňova 123
Identification no.: 00216305
VAT no.: CZ00216305
Represented by: prof. Ing. Radimír Vrba, CSc., director

and

The Licensee:

ZF Friedrichshafen AG
Address: Löwentaler Straße 20, 88046 Friedrichshafen, Germany
VAT number: DE145374190

Whereas:

- a) The Licensor represents and warrants it is the owner of copyright to the SOFTWARE specified in ANNEX 1 of this agreement (for the purpose of this agreement this SOFTWARE further only as „the SOFTWARE“),
- b) The Licensor is a public research organization wishing to see the SOFTWARE exploited,
- c) The Licensee wishes to obtain a permission to use the SOFTWARE and incorporate it in its products,
- d) The Licensor and The Licensee stipulate they are fully capable to enter into this agreement and take on the obligations provided for herein,

Now therefore the Licensor and the Licensee decided to enter into this License Agreement as Parties.

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4. License fee

4.1 The parties agree that the license fee will be a fixed amount of **98.500,- EUR** (in words: ninety eight thousand five hundred Euro). 78.800 EUR after delivery of the SOFTWARE as specified in Section 1 of Annex 1 upon signature of this license agreement and 19.700 EUR after delivery of the SOFTWARE as specified in Section 2 of Annex 1 at conclusion of Software development.

4.2 The amount is stated without any relevant taxes and administrative fees that could be applicable to it and that will be invoiced pursuant to then current legal rules. The Licensee agrees to pay the license fee according to an invoice issued by the Licensor after delivery of the SOFTWARE to the Licensee. The invoice is to be sent to Licensee via email to the following address of the Licensee:
Payment term is 60 days after receipt of the invoice.

4.

5. Disclaimer of warranty, limitation of liability

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Internal BUT contract number:

6.3

6. Term and termination

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7. Final provisions

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In Brno on 05-12-2019

In Friedrichshafen on

For the Licensor:

For the Licensee:



.....
prof. Ing. Radimír Vrba, CSc.
director

BRNO UNIVERSITY OF TECHNOLOGY

Central European Institute of Technology

VAT no.: CZ00216305, ID: 00216305 ①

Purkyňova 123, 612 00 Brno, Czech Republic

ANNEX 1: DESCRIPTION OF THE SOFTWARE

1.

2.

Internal BUT contract number:

3.

ANNEX 2: DESCRIPTION OF THE TARGET SYSTEM

Internal BUT contract number: