



Licence and service agreement No.2020/115

Concluded on the day, month and year below between the Contracting Parties which are:

Licensee

National Radiation Protection Institute v.v.i.

Registered office: Bartoškova 1450/28, 140 00 Praha 4

Represented by: RNDr. Zdeněk Rozlívka

ID No: 86652052

VAT number: CZ86652052

Data box ID: fyy5d7d

Bank connection: Komerční banka, a.s.

Account number: 43-8473960227/0100

(hereinafter as „Licensee“)

Licensor

VTT Technical Research Centre of Finland Ltd.

Registered office: Tekniikantie 21, Espoo, Finland

Represented by: Tommi Nyman, Vice President, Nuclear energy

ID No: 2647375-4

VAT number: FI26473754

Bank connection: OP Corporate Bank plc

BIC/SWIFT: OKOYFIHH

Account number: FI3650000120378228

Person authorized to act in technical matters: Pasi Laakso, Apros Development mgr

Person authorized to act in legal matters: Tommi Nyman, VP Nuclear energy

(hereinafter as „Licensor“)

Article 1
Preamble

1. The Licensor declares that he is in relation to the Licensee the sole representative of the software publishers and owners, and the official distributor of the software Apros N3S - Nuclear 3D reactor + Containment + SA.
2. The contracting parties conclude an agreement by mutual agreement with the content below.
3. This agreement came from a tender for a public contract entitled "Software Apros Nuclear 3D reactor + Containment + SA (N3S)".

Article 2
Subject-Matter of the agreement

1. The subject of this agreement is the delivery of software and the provision of a license to use the software according to the technical specification of the subject of the agreement which is an integral part of this agreement as Annex No.1 Apros Product Specifications (PS2020-01). The license includes the right to install the Software on a computer specified by licensee, and to use it according to the Annex No.2 Apros License Agreement Terms (LA2020-01). Functionality is Development (DEV), and Scope of Use is Business (BUS). The license Type is Workstation (WS).
2. The license to use the software is granted for an unlimited period.
3. In addition to the software, the Licensor is obliged to provide to the Licensee all documentation that is a standard part of the software delivery.
4. The subject of performance under this agreement also includes maintenance for a period of 3 years from the date of installation of the software. The maintenance of the Software will take place according to the attached Annex no.3 - Apros Maintenance Agreement Terms (MA2020-01).
5. The delivery of the subject of this agreement will be carried out in accordance with the delivery conditions stated in annexes of this agreement, which are an integral part of this agreement.
6. Whence the Licensor has obtained the receipt acknowledgement document with all required information filled in by the Licensee, the relevant License Keys are generated by the Licensor, and sent in return to the Licensee enabling the use of the software on the specified hardware.
7. The delivery will be considered fulfilled by handing over the license key to the Licensee and making available to download the current version of the software by the Licensee.
8. The first delivered license is a fixed term license valid for 60 days. A permanent license will be delivered after all payments have been received.

Article 3
The price

The price of the Subject-Matter of the agreement described above and in Annexes to the agreement was agreed between the contracting parties at 113.390 € without VAT (in words one hundred thirteen thousand three hundred and ninety Euros without VAT).

Article 4
Payment Terms

1. The price specified in article 3 of this agreement shall be paid by the Licensee to the Licensor cashless, by transfer to the bank account of the Licensor specified in the heading of this agreement. The total price for the subject of performance will be paid by the Licensee on the basis of an invoice (a tax document) issued by the Licensor. The due date of the invoice is 30 days from the date of delivery to the licensee.
2. The invoice will be issued by the licensor after the proper and complete installation, handover of all license documents and related documentation. There will be one invoice obtaining 2 items: (1) the license 76.610 € and (2) the maintenance for three years 36.780 €. The invoices will be sent after the order has been approved by Licensee and an export license has been obtained.
3. The invoice must meet the requirements of a tax document within the meaning of the applicable legislation.
4. If the invoice does not contain all the requisites of a tax document or is issued in violation of the conditions set out in this agreement, the Licensee is entitled to return the invoice to the Licensor within the due date. In such a case, the original due date ceases to run and the new due date of 30 days begins to run on the day of delivery of the corrected or new invoice to the Licensee.

Article 5
Date and place of performance

1. The Licensor shall deliver the subject of the agreement within 15 days from the signing of this agreement by authorized representatives of both parties.
2. The delivery will take place electronically as instructed by the Licensor.

Article 6
Warranty and the service conditions

1. The parties have agreed on a warranty according to Annex No.2 Apros License Agreement Terms (LA2020-01).
2. The Licensor undertakes to provide regular updates for the software as long as the maintenance services agreement defined in Annex no. 3 Apros Maintenance Agreement Terms (MA2020-01) is in force.

**Article 7
Other provisions**

The legal relationship between the Licensor on the one hand and the Licensee on the other hand is based on this agreement and its annexes, which are an integral parts of this agreement. In case of discrepancies or interpretation ambiguities between the provisions of this agreement and annexes, the provisions of the agreement shall prevail.

**Article 8
Penalty provisions**

1. In the event of the Licensee's delay in paying the price, the interest on overdue payments is according to the Finnish legislation in force (20.8.1982/633).

**Article 9
Final Provisions**

1. This agreement shall for all purposes be construed and enforced under and in accordance with the substantive laws of Finland, unless otherwise specified, without reference to rules concerning choice of law.
2. Any dispute, controversy or claim arising out of or relating to the Procurement Documents, or the breach, termination or validity thereof shall be finally settled by arbitration in accordance with the Rules of the Arbitration Institute of the Finland Chamber of Commerce. The place of arbitration shall be Helsinki.
3. This agreement shall become valid upon its signature by the authorized representatives of both parties and the agreement shall enter into force by its publication in the Contracts Register pursuant to Act No. 340/2015 Coll., Contracts Register Act. The parties agree to its publication in this register, which is authorized by the Licensee; for the purpose of its publication, the parties shall not treat any of the contents of this Agreement nor any metadata related to it as being excluded from disclosure.

4. The Licensor is responsible to the Licensee for the legal integrity of the rights acquired in this agreement as defined in chapter Infringement of Annex No. 2 - Apros License Agreement Terms (LA2020-01).
5. This agreement may be amended only by written, numbered amendments signed by authorized representatives of both parties.
6. Pursuant to Section 2e of czech Act No. 320/2001 Coll., On Financial Control in Public Administration and on Amendments to Certain Acts, as amended, the Licensor is a person obliged to cooperate in the performance of financial control.
7. The Licensor undertakes to properly keep all documentation related to the implementation of the subject of the agreement, including accounting documents at least for 10 years after the instalation of the software.
8. The Licensor is entitled to mention the Licensee and the Licensee's use of Apros Nuclear in its Apros reference list and on the product webpage.
9. Both parties declare that they have read this agreement before signing it and that the agreement was concluded after mutual discussion as a manifestation of their free will, certainly, seriously and intelligibly. In witness whereof the undersigned, being duly authorized thereto, have signed this Agreement.
10. An integral part of this agreement are Annex No. 1 - Technical specification (Apros Product Specifications PS2020-01), Annex No. 2 - Apros License Agreement Terms (LA2020-01) and Annex No. 3 - Apros Maintenance Agreement Terms (MA2020-01).

Parties confirm with their signature the authenticity of this agreement:

On behalf of the Licensee:
18. prosince 2020

On behalf of the Licensor:
18 December 2020

RNDr. Zdeněk Rozlívka
Director of SÚRO, v.v.i.

Tommi Nyman
Vice President, Nuclear energy