Software Licensing Agreement for the Training Purposes

between

imos AG
Planckstr. 24, D-32052 Herford,
Germany
- hereinafter referred to "imos" -

and

Střední průmyslová škola a Střední odborné učiliště Pelhřimov
Friedova 1469, 393 01 Pelhrimov
Czech Repuplic
- hereinafter referred to "School" -

Section 1 Subject Matter of the Contract

(1) The subject of this Software Licensing Agreement ("Agreement") is the granting of rights of use for the School, with regard to the software module "imos iX" and corresponding additional modules for the installation in the network, namely for own use for a fixed period of time. The scope of delivery is shown in Appendix I, which is an integral part of the Agreement.

(2) The subject of the license consists of the object code of the software and the online documentation.

(3) The software may be used exclusively for training purposes. Any other use constitutes an extraordinary reason for termination.

(4) The instructions/training regarding the handling of the software is not subject of the contract and this Agreement does not place any obligation on imos to provide such instructions/training.

2. Granting of Rights

(1) imos grants the school a simple (non-exclusive) right to use the licensed software, namely for the term of this Agreement.

(2) The school has a right to install, download and run the licensed software in accordance with the scope of supply.

(3) If imos updates the software, the school shall receive such updates of the licensed software. This Agreements also applies fully to the updates.

(4) The School is not authorised to make backup copies, to make modifications in the event of interoperability, and it is not authorised to transfer the licensed

software to third parties, except to registered students, where this is necessary for training purposes.

3. Remuneration

The fee is shown in Appendix I, which is an integral part of the Agreement.

4. Responsibility of the School

(1) The School must ensure compliance with this Agreement also in relation to its students.

(2) imos has the right to request corresponding evidence from the School in respect of the compliance with this Agreement.

(3) The School must provide imos with the name of a responsible person, including his/her contact details. This person shall be responsible for the installation and maintenance of the system, as well as the granting of the use to the students. Only the appointed person are a person authorised by the former, a maximum of 2 authorised persons, are entitled to communicate with imos.

5. Term of the Agreement

(1) The term of the Agreement shall commence on the date the agreement is signed.

(2) The Agreement or individual licences can be terminated in writing, subject to a notice period of 1 month to the end of any year. In the absence of termination, the licensing agreement is automatically extended by a year.

(3) The right to extraordinary termination remains unaffected by this.

6. Warranty

(1) The School's rights in respect of defects are excluded insofar as the School carries out or commissions modifications to the licensed object without imos' consent, unless the School proves that the modification has no unreasonable consequences on the analysis and rectification of the defect.

(2) The School's rights in respect of defects shall remain unaffected provided the School is entitled to make the modifications, in particular in the context of the right to self-rectify in accordance with Section 536 a (2) BGB (German Civil Code), and these are professionally carried out and clearly documented.

(3) The rectification of defects by imos is optional by way of repair or replacement free of charge.

(4) The School shall give imos access to the software by means of telecommunication for the purpose of checking and removing defects. The connections required for this shall be established by the School upon instruction by imos.

(5) Strict liability by imos for initial defects shall be excluded.

7. Liability

(1) Under this Agreement, imos shall be liable only in accordance with the following provisions in (a) to (e):

    (a) imos shall have unlimited liability for damages caused intentionally or by gross negligence by imos, its legal representatives or executives, as well as for damages caused intentionally by other vicarious agents; for gross negligence of other agents, liability shall be determined in accordance with the provisions for slight negligence listed in (e) below.

    (b) imos shall be liable without limitation for damages caused intentionally or by negligence arising from injury to life, limb, or health by imos, its legal representatives or agents.

    (c) imos shall be liable for damages due to the lack of warranted characteristics up to the amount which was included in the purpose of the warranty and which was apparent to imos when the warranty was given.

    (d) imos shall be liable for damages relating to product liability in accordance with the provisions of product liability law.

    (e) imos shall be liable for damages arising from the breach of cardinal obligations by imos, its legal representatives or vicarious agents; cardinal obligations are the essential obligations which form the basis of the Agreement, which were decisive for the conclusion of the Agreement and on whose fulfilment the School is entitled to rely. If imos has breached these cardinal obligations through slight negligence, its liability is limited to the amount which was foreseeable for imos at the time of the respective performance.

(2) imos shall be liable for the loss of data only up to the amount that would have been incurred if the data had been properly and regularly backed up for its recovery.

(3) If damages are also the fault of the School, imos must have its fault taken into account.

(4) Any further liability by imos is fundamentally excluded.

8. Return

(1) At the end of the contractual relationship, the School must return the software to imos on the original data carriers, including manuals and documentation. Any potentially created copies of the software provided by imos must be completely and permanently deleted.

(2) Instead of return, imos can also demand the deletion of the software provided as well as the destruction of the manuals and documentation provided.

(3) Any use of the software after the end of the contractual relationship is unlawful.

9. AutoCAD

imos is using software components by the manufacturer Autodesk, in particular, the product AutoCAD. If AutoCAD is not included in the scope of supply, the user shall take the responsibility to conclude a valid licensing agreement for the current AutoCAD version with the manufacturer.

10. Miscellaneous

(1) Amendments to this Agreement shall not be legally effective unless they are in writing. This shall also apply to the amendment of the written form requirement.

(2) The parties agree the registered office of imos as exclusive jurisdiction for any disputes arising from and in connection with this Agreement.

(3) The invalidity of individual provisions of this Agreement does not affect the effectiveness of the remaining provisions. The same applies to any omissions in this Agreement.

(4) The legal regulations shall apply instead of the ineffective provision.

(5) In addition, the attached General Terms and Conditions of imos shall apply.

Herford *03.02.2021*

_____
Representative of imos AG

15.1.2021

Mg. PAVEL HLAVA'TEK

School *ŘEDITEL*
SPŠ a SOU PELHŘIMOV

Appendix I

1. Scope of supply

imos Software
22 x iX CAD AC 2019
22 x iX Organizer
1 x Design Catalog
1 x Calculation per site
22 x VR Link
22 x Project Design Manager
1 x iX CAM
1 x PP DXF

2. Remuneration

The modules mentioned in the scope of delivery are provided free of charge for the duration of the contract.