

FRAMEWORK AGREEMENT ON COOPERATION

concluded in accordance with the provisions of Article 1746 Para. 2 of Act No. 89/2012 Coll.,
The Civil Code
(hereinafter the "Agreement")

I. Contracting Parties

Brno University of Technology

Faculty of Information Technology (FIT BUT)

Božetěchova 2, 612 66 Brno

Company Reg. No.: 00216305, Tax Ident. No.: CZ00216305

Bank account: XX-XXXXXXXXXX/XXXX

Represented by: prof. Dr. Ing. Pavel Zemčík, dean of FIT BUT

(hereinafter referred to as the "**Faculty**")

and

SolarWinds Czech s.r.o.

Registered office: Holandská 873/6, Štýřice, 639 00 Brno

Company Reg. No.: 282 84 461, Tax Ident. No.: CZ Tax Ident. No.: CZ28284461

Represented by: Mr. David Owens

(hereinafter referred to as the "**Partner**")

(the Faculty and the Partner are hereinafter jointly referred to as "Parties" and individually as "Party".)

II. Scope of the Agreement

With a view to strengthening their bilateral relationship, the Parties undertake to hold a comprehensive dialogue and promote further cooperation between them on all sectors of mutual interest, mainly in the fields of education and scientific research. For the purpose of this Agreement the object of a close cooperation is further specified as follows:

1. Cooperation in the field of education refers to a collaboration at the Partner's sole discretion in the form of free lectures provided by the Partners employees and also their participation at final bachelor, master and doctoral exams.
2. Cooperation in the field of diploma, undergraduate and doctoral theses lies in the specification of the assignment agreed to by the Partner. The Faculty then offers the students the possibility to participate in such a project/assignment. The Partner will provide the students with suitable conditions upon the realization of such an agreed upon assigned task.
3. Cooperation in the service sector is considered a mutual provision of services in the area of education and research.

4. Cooperation in the field of ensuring student work placement for students of the Faculty and securing the scientific scope of such a placement, as well as cooperation on organizing competitions and other events for students is also regarded to as a close collaboration, if agreed to at the sole discretion of the Partner.

III.

The rights and obligations of the Parties

1. For the purpose of cooperation in the area of education, the Partner undertakes, after the Parties mutually agree, to provide a free of charge participation in the educational process. The Faculty then ensures the facilities for training and technical support of the educational process, or alternatively the integration into the educational program of the Faculty.
2. If agreed to by the Partner, the Partner is committed to provide the students with facilities, equipment, software and consultation to the extent appropriately given to the scope and purpose of the diploma, undergraduate and doctoral theses. The Faculty undertakes to provide adequate mentoring for the student theses.
3. Cooperation in the field of services will be adjusted according to the needs by further contractual relationships. After a mutual agreement, the Faculty and the Partner commit to provide each other services in the area of scientific research, experimental work, education, etc.
4. Upon a mutual agreement, the Partner undertakes to offer the Faculty a possibility of professional traineeships in its facilities for the students of the Faculty. Furthermore, the Partner will, after a mutual agreement, collaborate and sponsor student competitions and other events. The Faculty agrees to adequately enable the promotion of the Partner during these events.
5. To the maximum extent permitted by applicable law, in no event will Partner, any partner affiliate, and any of their respective directors, officers, employees, contractors or agents be liable to the Faculty or any third party (whether in contract, tort (including negligence) or otherwise) for (i) any indirect, special, consequential, incidental, exemplary or punitive damages, including without limitation lost profits or business opportunities, loss of use of the service offering, loss of revenue, loss of goodwill, business interruption, loss of data, lost savings or other economic damage, however caused, even if advised of the possibility of such damages, or (ii) any damages under this Agreement in excess of the aggregate amounts paid or owed to Faculty hereunder during the 12-month period preceding the event giving rise to the claim. The foregoing limitations of liabilities will apply notwithstanding the failure of essential purpose of any limited remedy herein.

IV.

Participation in the economic benefits of cooperation

1. The Parties expect significant economic benefits of cooperation specified in article II. of this Agreement.
2. An annual payment is negotiated, with the intent to cover costs related to the administration of the Faculty in the amount of 30.000,- CZK plus statutory VAT. The

Parties expect equitable division of earnings, so as the benefit of both Parties would be reflected in the economic evaluation. The invoice will always be issued to March 31st of the current year with a 15-day payment, otherwise within 30 days from the effective date of the contract, if this occurs after March 1st of the current year.

3. The Partner will not be charged the above mentioned annual payment in the case, when the amount for direct use in the budget of the Faculty (eg. the amount from a contract research, donations, etc.) paid by the Partner on the account of the Faculty in the previous calendar year exceeded 30.000,- CZK.

V. Confidentiality

1. It may be necessary for a party during the term of this Agreement to provide the other party with certain information that shall be Confidential Information.
2. "Confidential Information" shall include any information disclosed by either party, either directly or indirectly, orally or in writing, or by inspection of tangible objects that the disclosing party identifies as confidential or proprietary or that reasonably appears to be confidential or proprietary because of legends or other markings, the circumstances of disclosure, or the nature of the information itself. Confidential Information may also include confidential or proprietary information disclosed to a disclosing party by a third party.
3. Confidential Information shall not include any information that:
 - (i) is now, or hereafter becomes, through no act or failure to act on the part of the receiving party, generally known or available to the public without breach of this Agreement by the receiving party;
 - (ii) was acquired by the receiving party without restriction as to use or disclosure before receiving such information from the disclosing party, as shown by the receiving party's files and records immediately prior to the time of disclosure;
 - (iii) is obtained by the receiving party without restriction as to use or disclosure by a third party authorized to make such disclosure; or
 - (iv) is independently developed by the receiving party without use of or reference to the disclosing party's Confidential Information, as shown by documents and other competent evidence in the receiving party's possession.
4. The receiving party may only use the disclosing party's Confidential Information in connection with the performance of its obligations under this Agreement and shall use reasonable care to protect such Confidential Information with at least the same degree of care that it uses to protect its own confidential and proprietary information, but in no event less than a reasonable degree of care.
5. The receiving party will not disclose any of the disclosing party's Confidential Information to employees or any third parties except:
 - (a) to the receiving party's employees who have a need to know such information in connection with the performance of its obligations under this Agreement and have

agreed to abide by nondisclosure terms at least as protective of the disclosing party's Confidential Information as those set forth herein; and

- (b) if required by law or a valid and effective subpoena or order issued by a court of competent jurisdiction or a governmental body.
6. In the event the receiving party is required by law or a valid and effective subpoena or order issued by either a court of competent jurisdiction or a governmental body to disclose any of the disclosing party's Confidential Information, the receiving party shall promptly notify the disclosing party in writing of the existence, terms, and circumstances surrounding such required disclosure so that the disclosing party may seek a protective order or other appropriate relief from the proper authority.
 7. The receiving party shall cooperate with the disclosing party in seeking such order or other relief. If the receiving party is nonetheless required to disclose the disclosing party's Confidential Information, it will furnish only that portion of the Confidential Information that is legally required and will exercise all reasonable efforts to obtain reliable assurances that such Confidential Information will be treated confidentially to the extent possible.
 8. Notwithstanding termination or expiration of this Agreement, the obligations set forth herein with respect to the disclosing party's Confidential Information shall be protected by this Agreement until such information is no longer Confidential Information.
 9. All documents and other tangible objects containing or representing the disclosing party's Confidential Information and all copies thereof that are in the possession of the receiving party shall be promptly destroyed or returned to the disclosing party upon the disclosing party's request.

VI.

Final Provisions

1. This Agreement is concluded for an indefinite period of time, and may be terminated by either party by the giving of thirty (30) days prior written notice to the other party. The validity and effectiveness of this Agreement is determined by the date of signature of the Parties.
2. This Agreement may be terminated immediately upon written notice, by a withdrawal from the Agreement in case of a serious breach of obligations under this Agreement which has not been cured by the breaching party within fifteen (15) days notice of such breach. Withdrawal from the Agreement becomes effective on the date a written notice is delivered to the other Party.
3. Changes and amendments to this Agreement can only be made in the form of written amendments which will be numbered consecutively, explicitly declared as a supplement to this Agreement and signed by the authorized representatives of the Parties. The Parties undertake to settle any disputes by a mutual agreement.
4. This Agreement is executed in two counterparts; each Party will receive one copy.

5. An integral part of this Agreement is a so called *Code partnership with FIT* (Annex 1.), by signing this Agreement, the Partner manifests, that he read the text and agrees with the content.
6. The Parties declare that the Agreement was drawn up on the basis of their true, solemn and free will, in witness whereof they attach their signatures.

In..... on

In Brno on.....

.....
Partner

.....
prof. Dr. Ing. Pavel Zemčík
dean of FIT BUT

Annex 1.

Code partnership with FIT

Code partnership with FIT defines a common interest of the Faculty and the Partner to provide the students with space, conditions and opportunities for a quality comprehensive education.

1. The Partner has an interest in high-quality education of the student.
2. The Partner supports the professional growth and professional skills of the students due to the content of the cooperation.
3. If agreed to by the Partner, the Partner sets a student with such working hours, in order for him to be able to attend all lessons.
4. If agreed to by the Partner, the Partner sets the work load for the student during lecture and examination period in a way, that the student has a chance to prepare for lectures, perform school work and prepare for exams.
5. In case a student gets into difficulties with the fulfilment of his study requirements (eg. upon completion of projects, exam preparation), the Partner will provide the student needed study time.
6. The Partner presents himself in the faculty premises within the agreed terms.