

**UNIVERSITY OF PARDUBICE**

public higher educational institution established by law

Registered office: Studentská 95, 532 10 Pardubice, Czech Republic

Company ID: 00216275

VAT number: CZ00216275

Represented by: [REDACTED] rector

Hereinafter referred to as the "Contracting Authority"

**CGS Labs s.r.o.**

Registered office: Antala Staška 1012/37, 140 00 Praha 4 - Krč, Czech Republic

Company ID: 09984739

Represented by: [REDACTED], director

Hereinafter referred to as the "Supplier",

Hereby conclude:

**LICENSE AGREEMENT**

No. 2021 -11

**Article 1.****Subject of the Contract**

The company **CGS Labs s.r.o.** shall provide non-exclusive right to the **UNIVERSITY OF PARDUBICE** to use the CGS Labs software **Ferrovía Ultimate** and **Plateia Ultimate** specified in the Annex 1 to this agreement, for the purpose of education and scientific research. The CGS Labs software comprises 2022.0 version of the program with the permanent educational licenses. The supplier shall provide the Contracting Authority assistance in the usage and maintenance of the software during the validity period of the contract starting from the date of its signing.

Supplier declares that it is an authorized entity to grant a license and that the granting of a license will not infringe the rights of third parties.

The provision of a license under this agreement is free of charge.

**Article 2.****Obligation of the Supplier**

The Supplier shall have the following obligations towards the Contracting Authority:

- a) Installation of the CGS Labs software in accordance with the agreed terms and conditions,
- b) Occasionally, if necessary, providing assistance in usage of the CGS Labs software.

**Obligation of the Contracting Authority**

The Contracting Authority is eligible for free licenses defined in Annex 1 and 2 years of free maintenance of the software (hereinafter "CSM"). CSM includes software updates and upgrades and basic technical support. There are no financial obligations for the Contracting Authority during the validity period of this agreement.

The Contracting Authority agrees to make promotion of CGS Labs software among academic community during its educational and other activities.

#### Article 3.

##### **Restrictions in Usage**

The Contracting Authority shall use the above mentioned installed CGS Labs software exclusively for research and educational purposes and not for commercial purposes.

#### Article 4.

##### **Contact persons**

Contracting parties shall entrust the following contact persons for this agreement:

Contact person of University of Pardubice: [REDACTED]

Contact person of CGS Labs s.r.o: [REDACTED]

Phone: [REDACTED]

#### Article 5.

##### **Changes due to modifications in configuration of CGS Labs software**

If the configuration of CGS Labs software specified in the Annex 1 and installed at the Contracting Authority changes during the validity period of the agreement, the contracting parties agree to amend the Annex 1 with an another annex. Changes stipulated by an annex shall be legally binding starting from the date of effectiveness of the annex.

#### Article 6.

##### **Validity period of the contract**

This license agreement shall come into effect under Act No. 340/2015 Coll., on special conditions for the effectiveness of some contracts, the disclosure of these contracts and the register of contracts on the day of insertion into the registry of contracts. The Supplier agrees with publication of this agreement and its elements of obligatory relationship due. The Contracting Authority is obligated to insert this license agreement without undue delay after the signature of this agreement by both contracting parties.

This agreement is concluded for a period of 2 years since the effectiveness of this agreement. Each party can terminate this agreement with prior notice to the other party latest 30 days before expiration of the 2-years contract period. In case of agreement cancellation, current version of CGS Labs software remains installed for Contracting Authority for its continuous usage. After the agreement cancellation CGS Labs s.r.o shall not be obliged to provide technical assistance, training and maintenance of the CGS Labs software.

Article 7.

**General provisions**

The contracting parties undertake by this contract to preserve and strengthen mutual image and reputation. Amendments of the respective contract shall be regulated with annexes by the contracting parties.

Article 8.

Obligations arising out of this agreement shall be governed by Czech law. Any disputes between the contracting parties shall be resolved amicably and if no agreement is reached the disputes shall be resolved by the competent courts of the Czech Republic.

The contract has been executed in 2 identical copies, out of which 1 copy for each contracting party.

If any provision of this agreement is or becomes invalid or unenforceable, it does not cause the invalidity, or more precisely ineffectiveness of other provisions of this agreement and the matters that are the subject of such invalid, or inefficient clause, will be judged according to the rules contained in the generally binding legislation that in their purpose best match the subject matter of the invalid, or more precisely ineffective provision.

The contracting parties declare that they have carefully read this agreement and that its contents are clear and understandable to them. In witness that the entire contents of this agreement are a manifestation of their true and free will, the contracting parties attach their respective signatures.

An integral part of this agreement is Annex No. 1 - license specification.

In Pardubice as at \_\_\_\_\_, 2021

Contracting Authority:

University of Pardubice

In Ljubljana, as at 23. 11., 2021

Supplier:

CGS Labs s.r.o.



## ANNEX No. 1

to the LICENSE AGREEMENT No. 2021-11

### CGS Labs software, installed at the Contracting Authority

CGS Labs amount of software: **Ferrovia Ultimate 20 single licenses, Plateia Ultimate 20 single licenses**

In addition: **10 \* professor permanent Ferrovia Ultimate licenses, 10 \* professor permanent Plateia Ultimate licenses (each professor will use 1 + 1 Plateia Ultimate and Ferrovia Ultimate licenses)**

Professor contact information (name, email): \_\_\_\_\_

Professor contact information (name, email): \_\_\_\_\_

Professor contact information (name, email): \_\_\_\_\_

Professor contact information (name, email): \_\_\_\_\_

Professor contact information (name, email): \_\_\_\_\_

The same professors will also use the 5 Plateia Ultimate + 5 Ferrovia Ultimate licenses on laptops at home.

Value of the software license: **424.020,00 Eur**

Purpose: **Exclusively for purpose of education and scientific research**