

Customer - invoice address:

Brno University of Technology
Faculty of Civil Engineering
Veveří 331/95
602 00 Brno
Czech Republic

IN: 00216305

TAX: CZ00216305

Vendor (no.SAP): **201232-001**
Fraunhofer IRB Verlag
Nobelstrasse 12
70569 Stuttgart
Germany

IN: 129515865

TAX: DE129515865

Contact: xxx

Tel.: +xxx Fax:

E-mail: xxx

Contact:

Tel.:

Fax:

E-mail:

Deliver goods to the address:
Brno University of Technology
Fakulta stavební
Veveří 331/95
602 00 Brno

The number of this order, please always write to your invoice!
Thank you.

Delivery date: **31.03.2017**

Currency: **EUR**

Text of item	Quantity	Unit price exc. VAT	VAT rate	Total excl. VAT	Total incl. VAT
Long text					
Software Wufi 2D	1,00 001	3 000,00		3 000,00	
in enclosed offer					

Total order value

3 000,00

16-03-2017

Date, name and signature - BUT

Vendor confirms the order, ie. customer made it through the draft contract accepts and agrees to abide by the content of contract.

Date, name and signature - vendor

In the case of payment in euro within the EU we send SEPA payments with the type of charge SHA / SLV according to EU regulation (no.) 260/2012.

Brno University of Technology as a public university was established by Act no. 111/1998 Coll. and is not registered in the commercial register.

28. 3. 2017 v 10:08, xxx
<xxx>:

Dear xxx

Thank you for your below email and your purchase order.

Of course we accept your order, we can do a manual purchase if you do not like to order via our webshop. Attached you will find our terms and conditions. Please send the form completed and signed back to us. Afterwards we will issue your invoice.

For further questions please do not hesitate to contact us.

Best regards

xxx

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xxx

Von: xxx

Gesendet: Freitag, 24. M??rz 2017 09:19

An: xxx

Betreff: Re: Order Wufi 2D [Ticket#2017031510016507]

Dear xxx

In attachment of email is our Purchase Order 3571201436.
Need we also make order through the webshop or is OK this way? For our university is this better way.
Thank you for confirmation of this order and next instructions.

Registration of this WUFI product is on my person (as the other licenses of WUFI):

xxx

Brno University of Technology, Veveri 95, Brno 60200, Czech Republic

Best regards

xxx

<20170317103238.pdf><AGB_eng_Webshopm.pdf>

Terms and Conditions on the Limited License of Software for a Fixed Term

§ 1 Delivery and Participation of the Customer

- (1) Fraunhofer undertakes to deliver to Customer a complete, machine-readable intangible copy of the Licensed Software described in the online shop as object code including respective user documentation (the Licensed Material).
- (2) Customer shall immediately examine the delivered Licensed Material, its completeness and the operability of the Licensed Software. Within two weeks upon delivery it will notify Fraunhofer in writing in case the delivery is obviously incomplete or defective.
- (3) Customer will procure at own its costs and in due time additional hard and software being necessary for the use of the Licensed Software ("Application Environment"), if applicable.

§ 2 Grant of Rights

- (1) The Customer may choose between different license types according to Annex 1. The description of the License Type defines the scope of the license rights Fraunhofer is granting to Customer.
- (2) Upon payment of the agreed license fee, Fraunhofer grants to Customer for the term of this Agreement as specified in the online shop a non-exclusive and nontransferable right to use the Licensed Material for purposes within its own business in accordance with the provisions of this Agreement. Subject to other stipulations of the Parties, this comprises the permanent or temporary complete or partial copying by loading, displaying, running, transmitting or saving the Licensed Software for the purpose of its execution including the observation, analysis or testing on a single server of Customer as well as the making of necessary back-up copies. Customer is not entitled to rent, lease or otherwise commercially dispose the Licensed Software to third parties.
- (3) Customer undertakes to maintain all proprietary notices being contained in the Licensed Material such as copyright and other legal notices without any changes and to adopt them in all complete or partial copies made of the Licensed Material.

§ 3 Modifications of the Licensed Software, further Development

- (1) Modifications of the Licensed Software by Customer to its individual requirements going beyond the customization intended and set down in the accompanying documentation are subject to the following provisions:
 - (i) The modification, processing, decompiling, deassembling and reassembling or other reworking of the Licensed Software, as well as any replication by Customer of results achieved by such work, is subject to a prior written approval of Fraunhofer. The rights of Customer in accordance with §§ 69 lit. d) para 2 and 3 and lit. e) UrhG remains unaffected.
 - (ii) Should Customer, moreover, wish to change, modify, process or adapt the Licensed Software, Fraunhofer offers the opportunity to conclude separate contracts.

(2) The rights to all further developments of the Licensed Software are owned by Fraunhofer provided that they are based exclusively, or mainly, on Fraunhofer developments. If Customer further develops the Licensed Software and if such developments are not separable from the Licensed Software, Customer shall grant Fraunhofer the exclusive, permanent, world-wide, unlimited right of use to the corresponding further developments, free of charge. In the event that a separation of the further developments is possible, then such right of use shall be non-exclusive. However, in this case, Customer shall not be entitled to disclose Licensed Software to third parties within the scope of its own use of the further development. The burden of proof in respect of the separability of the further developments shall lie with Customer.

§ 4 Royalties

(1) In consideration with the grant of rights set out above, Customer shall pay to Fraunhofer a one off license fee, the exact amount, due date and payment conditions of which is set out as stated in the online shop.

§ 5 Warranty

(1) Material defects are deviations of the Licensed Software set out in Annex , to the extent such deviations significantly impair the fitness of the Licensed Software for ordinary use as described therein.

(2) Warranty claims presuppose that Customer has duly complied with its duty to examine and give notice of material defects. In the event of obvious defectiveness or incompleteness of the Licensed Material, Customer shall notify Fraunhofer in writing of the complaints with two weeks after delivery giving an exact description of the defect and specifying how the material defect manifests itself, what effect it has, under what circumstances it occurs, and how it is to be classified from Customer's point of view. Customer's claims due to apparent defectiveness or incompleteness are excluded, if it does not fulfill this obligation.

(3) Provided that Fraunhofer, having received notification of the material defect, has established that a material defect actually exists, it will remedy such material defect within the period corresponding to its classification in accordance with Annex. If such an attempt to remedy is not successful within this period of time, and if such an attempt also fails within a further reasonable time limit to be set by Customer, and if, furthermore, Fraunhofer does not provide an interim solution which does not seriously impair the propagation time and response time, then Customer may, without prejudice to possible claims for damages, reduce (lower) the license fee or terminate the Agreement. If any notified material defect cannot be ascribed to Fraunhofer, then Customer shall compensate Fraunhofer for time spent, as well as for the accrued costs, in each case at the applicable rate.

(4) If the material defect itself can only be remedied at unreasonable expense, Fraunhofer is entitled to provide a work around provided that the propagation time and response time are not seriously impaired.

(5) Fraunhofer is not obligated to warrant if modifications have been made to the Licensed Material contrary to § 3 or to the agreed Application Environment, to the extent Customer does not provide

evidence that the modifications are in no way connected with the defect that has occurred and that such modifications do not significantly hinder its analysis and remedying.

§ 6 Defect in Title - Third Party Intellectual Property Rights

(1) Fraunhofer delivers the Licensed Material free of third party rights, which significantly impair or exclude the use according to the contractually stipulated extent.

(2) Should the contractually agreed use be impaired by third parties industrial property rights, then Fraunhofer has the right to either (i) alter the Licensed Material in a reasonable manner for Customer, so that it falls outside the scope of protection, or

(ii) Fraunhofer will procure a right so that the Licensed Material can be contractually used by Customer without limitation and without additional costs, or

(iii) withdraw from this Agreement.

(3) In case of an assertion of such claims by third parties Fraunhofer shall release Customer from unappealable costs and compensation claims, if Customer does not withdraw from this Agreement and under the provision that the Customer

(i) immediately informs Fraunhofer in writing of the claim being made against it,

(ii) allocates to Fraunhofer the sole control over the defense and the associated negotiations, and

(iii) provides to Fraunhofer the necessary support, information and power of attorney to conduct the aforementioned actions.

(4) If a third party asserts claims against Fraunhofer due to a use of the Licensed Material beyond the contractually agreed use by the Customer, the latter shall release Fraunhofer from unappealable costs and compensation claims under the provision that Fraunhofer

(i) immediately informs Customer in writing of the claim being made against it,

(ii) allocates to Customer the sole control over the defense and the associated negotiations, and

(iii) provides to Customer the necessary support, information and power of attorney to conduct the aforementioned actions.

§ 7 Liability

(1) Fraunhofer shall be fully liable for damages caused intentionally or by gross negligence and if a defect has been maliciously concealed.

(2) Fraunhofer will only be liable for other damages if an obligation has been violated, compliance with which is of particular importance in order to achieve the purpose of the Agreement. Such liability is limited to damages caused hereby which are both typical and foreseeable based on the agreed use of the Licensed Material.

(3) Fraunhofer is only liable for the reproduction of data provided that Customer has, appropriate to the level of risk, taken regular backup copies, and that the data from such backup copies can be reconstructed at reasonable expense. Any further liability for loss of data is excluded.

(4) Customer shall indemnify, defend and hold Fraunhofer harmless against all claims and expenses, including legal expenses and reasonable attorney's fees, arising out of use of the Licensed Material especially against claims of strict product liability.

(5) The above provisions shall also apply for the benefit of employees and vicarious agents of Fraunhofer.

§ 8 Confidentiality

(1) Both Parties agree that the Licensed Material contains secret knowledge pertinent to Fraunhofer. Customer undertakes to protect from a disclosure to any third party the Licensed Material - including all accompanying documentation, any backup copies possibly made, and all other information of Fraunhofer identified or marked as confidential and to which are made accessible to customer within the context of this contractual relationship. This includes, in particular, all information made accessible which goes beyond the outward appearance of the Licensed Software and the mere list of its range of functions, as well as the methods and processes used by Fraunhofer.

(2) The obligation of secrecy shall not apply to confidential information which

(i) was already publicly known at the time of disclosure, or became public knowledge thereafter (and where noncompliance with the above provisions was not a contributory factor),

(ii) is expressly revealed by Fraunhofer on a nonconfidential basis,

(iii) was already in the lawful possession of Customer prior to the disclosure, or

(iv) is subsequently revealed to Customer by a third party without contravening an obligation of secrecy. The burden of proof for the existence of any of the above exceptions shall be borne by Customer.

§ 9 Term and Termination

(1) The term of this Agreement as specified in the online shop begins with the delivery of the license key and terminates upon the expiration of the agreed term without any declaration of termination being required.

(2) Each Party may terminate this Agreement with written notice at any time if: the other Party violates an essential contractual provision and this violation or non-fulfillment is not remedied 30 days after a written warning about such violation

(3) Upon termination of this Agreement, Customer ceases any use of the Licensed Material.

(4) Sections 8, 9 (4), 10, 11 (1) and 11 (6) as well as Customer's obligation to pay Fraunhofer all due amounts as of the date of termination, shall survive termination of this Agreement.

§ 10 Reports, Records and Audit Rights

(1) During the term of this Agreement and up to one (1) year after its termination Customer shall within a period of 15 days following receipt of a corresponding request, deliver to Fraunhofer in writing all requested information on the type and extent of use, by Customer, of the Licensed Material, which is necessary to examine whether such use complies and/or has complied with the provisions of this Agreement.

(2) During the term of this Agreement and up to one (1) year after its termination, Fraunhofer is entitled, at its own expense, to have a member of the tax advising or business consulting professions, or any other independent expert, verify whether there has been compliance with the provisions of this Agreement. The auditor must be granted access to inspect all documents and files deemed definitive for calculating the extent of use of the Licensed Material. If such verification reveals any inaccuracies, then the audit fees shall be borne by Customer, otherwise they will be borne by Fraunhofer.

§ 11 Final Provisions

(1) This Agreement is subject exclusively to the substantive law of the Federal Republic of Germany – with the exception of the UN Convention on Contracts for the International Sales of Goods.

(2) Any changes and modifications to this Agreement require written form. This applies also to changing of this requirement of written form.

(3) This Agreement contains all provisions relating to the subject matter of this Agreement and replaces all previous provisions agreed between the Parties in respect of the subject matter of this Agreement. No ancillary agreements have been made. The following annexes form an integral part of this Agreement: License Types, Classification of Material Defects, Software Description, Hard- and Software Requirements, Specification of Support

(4) The German version of this Agreement shall be binding.

(5) Should any of the provisions in this Agreement be or become invalid or unenforceable, in whole or in part, this shall not affect the validity of the remaining provisions. The Parties shall replace any invalid provision by a valid and enforceable provision which comes as close as possible to the economic purpose of the Parties. The same shall apply for a gap in the Agreement.

(5) The place of performance shall be the corporate seat of Fraunhofer in Munich, Germany.

Annex

(1) License Types

When buying the software the customer may choose between the following kinds of licenses:

Single-user license

The customer purchases a given number of hardware-based single-user licenses. Multiple installations are allowed, but only at the customer. The software may be installed on different sites of the customer's company and on portable computers of the customer's staff members. The

number of persons simultaneously authorised to use or access the licensed software is limited, however, to the number of purchased single-user licenses.

The bundles offered by the online shop on www.wufi.de and www.wufi.com are merely single-user licenses which have been bundled for rebate purposes and for easier handling.

Educational license

Educational licenses can only be purchased by non-profit educational institutions (universities, colleges, other schools). Fraunhofer-IBP reserves the right to verify, and possibly to refuse, the customer's eligibility for purchasing such a license. The customer may use the licensed software only non-commercially for educational purposes. In addition, results obtained with the software may not be used or passed on for marketing purposes of companies or industrial partners.

The customer purchases a given number of single-user licenses. The customer may install and use the licensed software only on the agreed-upon number of workplaces at a time. Installing and using the software is only allowed at workplaces which are owned or controlled by the customer. The number of persons simultaneously allowed to use or access the licensed software is limited to the number of purchased single-user licenses. The educational license is spatially confined to a given location (office, branch office, institute).

(2) Classification of Material Defects

Severity Levels

Severity Level 1 shall mean a defect notice which describes a defect preventing the operation of the Licensed Software to be supported and which substantially restricts the business operations of Customer.

Severity Level 2 shall mean a Defect Notice, which describes a defect constraining the operation of the Licensed Software and which noticeably restricts the business operations of Customer.

Severity Level 3 shall mean a defect notice which describes a defect in the Licensed Software, which does not seriously affect the business operations of the Customer or describes other demands on the improvement of the Licensed Software.

Defect handling

Upon receipt of a defect notice via the provided ways of contact, Customer shall receive a reference number as confirmation receipt for the reported defect. Fraunhofer shall use its best efforts to provide such confirmation receipt within one (1) day. Fraunhofer shall exercise its best efforts,

(i) to inform Customer immediately whether, how and preferably until when the reported defect can be resolved, respectively whether and, if so, how, the Customer can eventually circumvent the reported defect, and

(ii) dependent of the determined Severity Level, to begin work, as described below:

Severity Level 1: Fraunhofer shall begin with remedying the defect within one (1) day from the time of the confirmation receipt of the defect notice.

Severity Level 2: Fraunhofer shall begin with remedying the defect within two (2) days from the time of confirmation receipt of the defect notice.

Severity Level 3: Fraunhofer shall begin with remedying the defect within five (5) days from the time of the confirmation receipt of the defect notice.

All times specified refer to the normal working hours of Fraunhofer during working days of the Federal Republic of Germany from Monday to Friday between 9 a.m. and 6 p.m.

(3) Software Description

WUFI® Pro and 2D allow realistic calculation of the transient hygrothermal behaviour of multi-layer building components exposed to natural climate conditions. WUFI® Pro looks at the one-dimensional transversal section of a component. WUFI® 2D allows to calculate two-dimensional connector specifications, thermal bridges and anisotropic material properties.

WUFI® Plus combines the hygrothermal component assessment with a whole building simulation. In consideration of exterior climate, building envelope with windows, inner loads, ventilation, set-point and control values and the available HVAC systems the building energy demand, indoor environmental conditions as well as the hygrothermal performance of single components can be assessed.

WUFI® Passive combines the monthly balance verification procedure for passive houses with the dynamic hygrothermal whole building simulation of WUFI® Plus. This allows the design and verification of passive houses in monthly or annual balances considering gains or losses through transmission, ventilation, radiation or inner loads. Subsequently, dynamic simulations can be conducted on basis of one single building model. Detailed results regarding indoor and comfort conditions, energy demand and hygrothermal conditions of the building envelope are computed.

More specifications in regard of the mentioned products can be found on wufi.com / wufi.de

(4) Hard- and Software Requirements

IBM compatible PC. CPU speed higher than

1.6 GHz is recommended

At least 2 GB of free RAM

At least 8 GB of free HD

Graphics Card: at least 128 MB RAM, supports OpenGL 2.0

Microsoft XP + SP2 or higher, Vista, Windows 7 or Windows 8

When using WUFI Plus or WUFI Passive: Current version of .net Framework

(5) Specification of Support

The purchase of single licenses of WUFI® Pro, 2D, PLUS grants the customer to request support via help@wufi.com and hilfe@wufi.de for all software related questions. WUFI® Passive owners and owners of student versions, light version or any test version is excluded from this

Project specific support can be requested separately and needs to be paid for

WUFI® Passive owners can get support from their local corporation partners.

The software documentation is offered digitally either integrated as help texts inside the software (WUFI® Pro and 2D) or can be accessed on wufi.wiki.com (WUFI® Plus and Passive). An installation manual can be found with the purchased software.

17. Signatures

By placing an order you accept the above Terms & Conditions (T&C).