

[illegible]

University of Hradec Kralove
Department of Chemistry, Faculty of Science
Hradec Kralove, Czech Republic
500 03
Signature
Date 2022/08/20
+420493332783

hereinafter sometimes referred to as “Client”) [REDACTED] [REDACTED]
[REDACTED] d [REDACTED] r [REDACTED] r [REDACTED]

1. Interpretation The terms defined in this section shall control over the meaning of the terms defined in the other sections of this Agreement. The definitions of the terms in this section shall apply to the entire Agreement, including the Exhibits and Addendums, unless otherwise specified.

“Affiliate” means a person or entity that controls, is controlled by, or is under common control with another person, provided that “control” shall mean ownership as to more than 50% of another person’s outstanding equity securities.

“Software” means the computer program code and related documentation, updates, data files, and all copies of the foregoing in any form. “**Updates**” means any revised, modified, or enhanced version of the Software that is made available to the Client in the course of its business, while under no obligation to do so and in its sole discretion. “**License Fee**” means a fee payable by the Client to the Provider for the use of the Software, as set forth in the applicable License Agreement.

“License Period” means the specific period of time during which Client is granted the use of the Software. “**Quote**” means a written estimate of the cost of the Software, including the License Fee, provided by the Provider to the Client.

“Software Key” means codes and/or numbers and/or devices and/or other data used by the Client to access the Software, as set forth in the applicable License Agreement.

“Computer Program” means an ordered series of instructions or statements, in any form, for the execution of a computer program, including the source code and object code, and all associated therewith. “**Source Code**” means the human readable embodiment of a Computer Program (whether in source code or object code form) that is used to create the Software. “**Object Code**” means a Computer Program that has been compiled or otherwise converted into a form that is executable by a computer.

2. Rights Granted



the software and the related documentation, and the software and the related documentation shall be deemed to be the property of the licensor. The licensor shall retain all rights in the software and the related documentation, including the right to make modifications, improvements, and updates to the software and the related documentation. The licensor shall also retain the right to sublicense the software and the related documentation to other parties. The licensee shall not be entitled to any ownership or other rights in the software and the related documentation.

3. Ownership The software and the related documentation shall be deemed to be the property of the licensor. The licensor shall retain all rights in the software and the related documentation, including the right to make modifications, improvements, and updates to the software and the related documentation. The licensor shall also retain the right to sublicense the software and the related documentation to other parties. The licensee shall not be entitled to any ownership or other rights in the software and the related documentation.

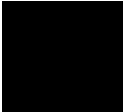
4. Source Code The licensor shall provide the source code of the software to the licensee upon request. The licensee shall have the right to use the source code for the purpose of the software. The licensee shall not be entitled to modify the source code or to sublicense the source code to other parties. The licensor shall retain the right to make modifications, improvements, and updates to the source code.

5. Restrictions The licensee shall not be entitled to use the software for any purpose other than the purpose for which it was provided. The licensee shall not be entitled to sublicense the software to other parties. The licensee shall not be entitled to make modifications, improvements, or updates to the software. The licensee shall not be entitled to use the software in any manner that would be detrimental to the licensor. The licensee shall not be entitled to use the software in any manner that would be illegal or otherwise prohibited by law.

6. Computer Viruses The licensor shall not be responsible for any damage or loss caused by computer viruses or other malicious software. The licensee shall be responsible for protecting its computer system from such viruses and software. The licensee shall not be entitled to claim any damages or compensation from the licensor for any such damage or loss.

7. DISCLAIMER The licensor makes no warranty, express or implied, regarding the software or the related documentation. The licensor shall not be responsible for any damage or loss caused by the software or the related documentation. The licensee shall be responsible for its own use of the software and the related documentation. The licensee shall not be entitled to claim any damages or compensation from the licensor for any such damage or loss.

8. Limitation of Liability The licensor shall not be liable for any damages, including direct, indirect, or consequential damages, arising from the use of the software or the related documentation. The licensee shall be responsible for its own use of the software and the related documentation. The licensee shall not be entitled to claim any damages or compensation from the licensor for any such damages.



[illegible][illegible][illegible][illegible]

12. Entire Agreement This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement. The terms and conditions of this Agreement shall control the Client's license of the Software and shall supersede all other agreements, understandings, negotiations, discussions, correspondence, and communications between the parties, whether written or oral, made prior to the date of this Agreement. No modification or amendment to this Agreement shall be binding on the parties unless it is in writing and signed by both parties.

13. Applicable Law Les parties reconnaissent avoir exigé la rédaction en anglais de la présente convention, ainsi que de tous documents exécutés, avis donnés et poursuites judiciaires intentées, directement, à la suite de ou relativement à la présente convention.

