Software License Agreement: Web Version August 22, 2011

License Form Effective Date\*: 04/06/2017 Customer Number\*: 1068985

# **LICENSE FORM**

LICENSEE NAME:	Vysoke uceni technicke v Brne, Fakulta elektrotechniky a komunikacnich technologii				
SECTION 1: DESIGNATED SITE INFORMATION					
Designated Site (end use location):	Vysoke uceni technicke v Brne, Fakulta elektrotechniky a komunikacnich technologii, Ustav teoreticke a experimentalni elektrotechniky				
Designated Site Address:	Technicka 3082/12, CZ-61600 Brno				
Installation Site (license key server location): (if different from above) Installation Site Address: (if different from above)	Czech Republic				
SECTION 2: ANSYS SUPP	PORT COORDINATOR (ASC) INFORMATION				
		☐ Check if this is a change to existing information			
Support Coordinator:	DiplIng. Tomas Kriz, Ph.D.	Phone: +420 776 199 265			
Email Address:	krizt@feec.vutbr.cz	Fax:			

## **SECTION 3: PROGRAM CONFIGURATION**

Network #	Program Name	Add/Remove/ Unchanged	# of Tasks	License Type	License Term	Effective Date of Program	TECS or Lease Expiration Date
001	ANSYS Academic Research HF (1 task)	Add	1	LAN	Paid-Up	05/01/2017	04/30/2018

For Programs listed above which were originally licensed under a separate software license agreement, such software license agreement is hereby superseded and replaced with the terms of this Agreement, as defined herein.

## **SECTION 4: DESIGNATED NETWORK CONFIGURATION**

Existing Designated Networks**:							
Network # 001							
Machine Make/Model	OS & Level	ID Type	Flex ID	Hostname (case sensitive)	Laptop		
PC	Windows	Е	382c4a6e1091	pcvypocty	☐ Yes ☒ No		
					☐ Yes ☐ No		
Network #							
Machine Make/Model	OS & Level	ID Type	Flex ID	Hostname (case sensitive)	Laptop		
					☐ Yes ☐ No		
					☐ Yes ☐ No		
New and/or Changes to Designated Networks**: (Additions or changes to network configuration above.)							
If the Designated Network is a Laptop, then Licensee must sign Licensors then-current End-Use Certification and identify any locations of use in addition							
to the Designated Site.	License Keys may be	issued annually.	to the Designated Site. License Keys may be issued annually.				

<sup>\*</sup> Licensor is authorized to complete this section before or after the License Form is signed by both parties.

<sup>\*\*</sup> Licensor is authorized to complete this section before or after the License Form is signed by both parties upon Licensee providing the network information.

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Network #	☐ Check if this is a change to existing designated network.				
Machine Make/Model	OS & Level	ID Type	Flex ID	Hostname (case sensitive)	Laptop
					☐ Yes ☐ No
					☐ Yes ☐ No
Network #	☐ Check if this is a change to existing designated network.				
Machine Make/Model	OS & Level	ID Type	Flex ID	Hostname (case sensitive)	Laptop
					☐ Yes ☐ No
					☐ Yes ☐ No

#### **SECTION 5: ADDITIONAL TERMS**

For Program(s) in Section 3 which contain the terms Academic, Associate, Research, or Teaching in the Program Name (hereinafter, %Academic Program(s)+), the following terms shall apply:

- i) The analysis work performed with the Academic Program(s) must be non-proprietary work.
- ii) Licensee and its Contract Users must be or be affiliated with an academic facility. In addition to its employees and Contract Users, Licensee may permit individuals who are students at such academic facility to access and use the Academic Program(s). Such students will be considered Contract Users of Licensee.
- iii) The Academic Program(s) may not be used for competitive analysis (such as benchmarking) or for any commercial activity, including consulting.
- iv) Notwithstanding any terms of the Agreement to the contrary, Academic Program(s) may be accessed and used by Licensee at the Designated Site or any other location within a 50 mile radius of the Designated Site, provided that such location is within the same country as the Designated Site. Such limitations apply to any access and/or use of the Academic Program(s), including, but not limited to, access via a VPN connection or through license borrowing.
- v) TECS for the Academic Program(s) will be provided at the sole discretion of Licensor and/or its Affiliates and/or Channel Partners. In the event TECS is provided by Licensor or an Affiliate, all Customer Support requests must be initiated via the ANSYS customer portal, an additional fee may be charged, and Section 9 TECS of the Agreement shall apply. In the event that TECS is provided by Channel Partner, all Customer Support requests must be initiated to Channel Partner as separately agreed between Channel Partner and Licensee, and additional fee may be charged, and Section 9 TECS of the Agreement shall apply.

Academic Program(s) which contain the term "Teaching" in the Program Name may only be used for student instruction, student projects, and student demonstrations.

Academic Program(s) which contain the term "Research" in the Program Name may only be used for degree and/or non-degree related research, student instruction, student projects, and student demonstrations.

Academic Program(s) which contain the term "Associate" in the Program Name may only be used for industry related research, degree and/or non-degree related research, student instruction, student projects, and student demonstrations.

Academic Program(s) which contain the term %cademic+or cools+but do not contain the terms "Associate", "Research" or "Teaching" in the Program Name assume the terms of use of the Program(s) it is used with. When used as a standalone program, or if the Program(s) are not associated with any other Academic Program(s), the Program may only be used for degree and/or non-degree related research, student instruction, student projects, and student demonstrations.

For Academic Program(s) for which Licensor has offered a license borrowing option, Licensee is permitted to borrow (check out) licensed tasks of such Academic Program(s) from the Designated Network onto a laptop computer for temporary remote use periods that do not exceed seven (7) continuous days, provided such use is solely for Licensee's internal business purposes and is not prohibited by U.S. exporting laws. If Licensor provides TECS to Licensee, TECS shall only be available for the Designated Site.

<sup>\*</sup> Licensor is authorized to complete this section before or after the License Form is signed by both parties.

<sup>\*\*</sup> Licensor is authorized to complete this section before or after the License Form is signed by both parties upon Licensee providing the network information.

By signing below each party agrees to be bound by the terms and conditions of this License Form and the Software License Agreement identified in the header of this License Form which is incorporated herein (referred to collectively herein as the % greement). Any terms used in this License Form which are defined in the applicable Software License Agreement shall have the same meaning in the License Form as they have in the Software License Agreement. The Software License Agreement may be retrieved, printed and reviewed at <a href="http://www.ansys.com/terms.htm">http://www.ansys.com/terms.htm</a>, by contacting 1-800-937-3321, or by contacting your sales representative. No purchase order or any other purchasing instruments issued by Licensee, even if such purchase order or other purchasing instrument provides that it takes precedence over any other agreement between the parties, shall be effective to contradict, modify, delete from or add to the terms of the Agreement in any manner whatsoever. If you do not agree to be bound by the terms and conditions of the Agreement please contact your sales representative.

If a new license key is supplied for the Program(s), Licensee agrees to destroy the previous license key for the Program(s) and use the new license key. If the Program(s) is being converted or upgraded and a new license key is supplied, Licensee agrees to (i) uninstall the previous Program(s) from the computer or computers on which such Program(s) were installed, (ii) destroy the previous license key for the previous Program(s), and (iii) use the new license key.

### WITH THE INTENT TO BE LEGALLY BOUND, THE PARTIES AGREE:

LICENSOR:		LICENSEE: Vysoke uceni technicke v Brne, Fakulta elektrotechniky a komunikacnich technologii			
ANSYS, Inc.					
2600 Ansys DriveTechnicka 3082/12Canonsburg, PA 15317CZ-61600 BrnoUSACzech Republic					
		By: (Signature)		Ву:	
(Signature)					
		Prof. Ing. Jarmila Dedkova, CSc.			
(Printed Name)		(Printed Name)			
		Dean of the faculty	04/06/2017		
(Title)	(Date . mm/dd/vvvv)	(Title)	(Date . mm/dd/vvvv)		

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