SOFTWARE LICENCE AGREEMENT

BUT internal no. ....

Brno University of Technology (BUT)
Czech Republic, Brno, Antonínská 548/1, 601 90
Identification no.: 00216305
Represented by: doc. Ing. Jiří Hlinka, Ph.D., dean
Further below only as „**Licensor**"

and

Embraer S.A.
Av. Brig. Faria Lima, 2170
CEP 12227-901 - Putim
São José dos Campos - SP - BR
VAT number: CNPJ: 07.689.002/0001-89
Represented by: Alexandre Garcia
Further below only as „**Licensee**"

Whereas:

a) Licensor represents and warrants it is the owner of copyright to the software specified in clause 1 of this agreement
(for the purpose of this agreement this software further only as „**SOFTWARE**"),
b) Licensee wishes to obtain a permission to use SOFTWARE for its internal activities,
c) Licensor and Licensee stipulate they are fully capable to enter into this agreement and take on the obligations provided for herein,

Now therefore Licensor and Licensee (further below together only as „parties" and either also as „party") decided to enter into this licence agreement.

Clause 1 – Licensed software

Licensor grants to Licensee a licence to use this copyrighted software:
„Software HYPERFIT identifying parameters of hyper elastic constitutive models based on nonlinear regression (fitting) and optimalization methods."
This licence is granted on the terms and conditions specified below.

Clause 2 – Scope and limitation of licence

2.1   This licence is granted as non-exclusive, for the territory of all countries of the World. This licence is granted for the duration of three (3) years from the effective date of this agreement.
2.2   This licence is granted for the internal use of the Licensee (commercial activities included).
2.3   The SOFTWARE may not be installed on more than ten (10) CPUs in any given time. Number of back-up or temporary copies is not limited.
2.4   This licence is granted for the following purposes:
   a)   for the internal use of SOFTWARE by Licensee,
   b)   for any other use necessary for achieving the purpose of use provided for above.
2.5   This licence includes limited technical support consisting of providing answers to Frequently Asked Questions (FAQ).

2.6   Source code to SOFTWARE is not provided. Licensee is not allowed to modify the source code of SOFTWARE in any way. Licensee is aware the source code of SOFTWARE carries individual marker capable of identifying copies of SOFTWARE originating from Licensee.

2.7   Licensee is not obligated to use the licence.

2.8   Licensee shall not assign the rights from this agreement to any third party without prior written consent of Licensor.

2.9   Licensee agrees not to use SOFTWARE in a way that would be in breach of grant conditions for a grant project of Grant Agency of Czech republic, reg. no. 106/09/1732: „MULTILEVEL MODELING of BEHAVIOR of HYPERELASTIC ANISOTROPIC MATERIALS". This provision supersedes any other provision of this agreement.

Clause 3 – Handing over the SOFTWARE

SOFTWARE will be handed over after the payment of the licence fee. Licensor shall thereafter send SOFTWARE as an executable file to the following email address provided by Licensee: software.management@embraer.com.br.

Clause 4 - Inspection

Licensor is allowed to inspect the premises of Licensee for the purpose of ascertaining compliance to terms and conditions of this agreement. The inspection may be made at any time during the term of this agreement. The inspection may be made by an employee or a third party authorized by Licensor, provided that Licensor will not authorize a person whose interests are or may be in conflict with the legitimate interests of Licensee.

Clause 5 – Licence fee

5.1   The Parties agreed that the licence fee will be a fixed amount (excluding VAT) of

xxx ,- EUR
(in words: xxx)

5.2   Licensee agrees to pay the licence fee in advance to the bank account provided by Licensor. The payment is deemed to be made when Licensor obtains confirmation that the whole payment was received by the bank of Licensor. The invoice is to be sent to Licensee via email. Licensee is expressly prohibited to charge all bank charges associated with the payment to the Licensor (no BEN allowed).

Clause 6 – Disclaimer of warranty

6.1   The parties hereby agree that the licence is granted to SOFTWARE „as it is", without warranty of any kind. The Licensee is aware of the state of SOFTWARE and accepts it as such. In this respect the parties agree that Licensor is not liable for any possible faults of SOFTWARE or its parts, mainly that SOFTWARE can be used on or translated to a specific platform, CPU, periphery or input data and that the SOFTWARE will run without intermissions or defects.

6.2   Licensor is not obliged to provide any maintenance, fault correction, patches, technical support or updates to Licensee for SOFTWARE. In no event shall be Licensor liable for any damages incurred to Licensee or any third party arising from not informing Licensee about known faults of SOFTWARE.

Clause 7 – Limitation of liability

Licensor is liable for damages attributable to negligence, but only to the extent which does not exceed the licence fee paid by Licensee. Licensor is not liable for loss of profit. The limitation does not apply to fraudulent damages caused by Licensor.

Clause 8 – Sanctions

8.1   In the event Licensee shall use SOFTWARE in a way to which it is not entitled by this agreement, Licensor shall be entitled to require from Licensee the penalty equal to 100.000,- CZK. Licensee is required to pay the penalty upon notice from Licensor and the notice may be made via an invoice.

8.2   The provisions regarding the penalty shall in no way affect the right of Licensor in respect to indemnity for damages and other forms of injury, material or immaterial.

Clause 9 – Term and termination

9.1   This agreement shall enter into force and shall take effect on the day when it is executed.

9.2   Licensor may terminate the agreement at any time by notice in writing to Licensee if Licensee shall become in a fundamental breach of the terms and conditions of this agreement. The parties hereby agree that failure to pay a licence fee for more than 30 days from its due date will be considered a fundamental breach.

9.3   Licensor may also terminate the agreement at any time by notice in writing to Licensee if Licensee shall become in a non-substantial breach of the terms and conditions of this agreement, provided that Licensee has not cured the breach within 60 days following the day Licensor notified Licensee of the breach.

9.4   Licensee may terminate the agreement at any time by notice in writing to Licensor if Licensor intentionally prevents the Licensee from fulfilling the purpose of this agreement, provided that Licensor has not cured the breach within 30 days following the day Licensee notified Licensor of the breach.

9.5   Licensee agrees, upon expiry or termination of this licence, to immediately cease use of SOFTWARE and to destroy forthwith its copy of SOFTWARE together with all copies in any form.

Clause 10 – Miscellaneous

10.1   The parties agreed to respect legitimate interests of the other party, shall conduct in accordance with the purpose of this agreement and shall not counteract such purpose and they shall perform all legal and other actions that may prove necessary to reach the purpose of this agreement.

10.2   The parties shall not, without prior written consent, make public, disclose to third party, use or cause to be used for other purpose than performing obligations from this agreement any confidential information received by other party in relation to this agreement. As confidential shall be deemed any and all information thus designated and all information, disclosure of which a party can reasonably assume to be able to cause harm to the other party, its affiliates or employees. This obligation shall last for the term of this agreement and 3 years after.

10.3   The parties shall notify each other about any claims or infringement by third parties regarding the subject matter of this agreement. Licensor shall not be under obligation to defend Licensee from claims and infringement of third parties. If Licensor fails to take legal steps to defend Licensee in reasonable time, not shorter than 30 days from the notice, Licensee may defend itself at its own expense and keep all proceeds thus acquired.

Clause 11 – Final provisions

11.1 All documents in writing shall be mailed at the address of the parties set forth in the heading of this agreement unless otherwise agreed.

11.2 This licence shall be governed by and construed in accordance with the law of the Czech Republic and the parties hereby prorogate the exclusive jurisdiction of the courts in Czech Republic.

11.3 This licence constitutes the entire agreement between Licensor and Licensee with respect to the subject matter hereof and supersedes all prior written or oral understandings, communications or agreements.

11.4 This agreement may only be amended in writing.

11.5 The parties hereby declare that they have carefully read the agreement and that they enter into this agreement freely without any duress, in witness whereof their respective representatives add their signatures.

In Brno on 4.24.2024   In São José dos Campos on 3.22.2024

For licensor (BUT):   For licensee:

                                                         ………………………………………………………………..
                                                         CAMILA MARABINI GABRIEL
………………………………………………………….   Manager Procurement & Contracts
doc. Ing. Jiří Hlinka, Ph.D.,
dean

Faculty of Mechanical Engineering

                                                         ………………………………………………………………..
                                                         MICHELE SILVEIRA COSTA
                                                         HGManager Procurement & Contracts