# ACADEMIC SOFTWARE LICENSE AGREEMENT

This agreement ("Agreement") is made by and between MAGMA Gießereitechnologie GmbH, a corporation organized under the laws of the Federal Republic of Germany and having its principal place of business at Kackertstraße 16-18, D-52072 Aachen (“MAGMA”) and Technická univerzita v Liberci, Fakulta strojní, Katedra strojírenské technologie, Studentská 2, 461 17 Liberec 1, Česká republika (“LICENSEE”).

1. Whereas MAGMA desires to gain further exposure to its software and to promote learning of its software; and
2. Whereas LICENSEE desires to teach students in the use of casting process simulation.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and the mutual benefits provided, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

## GRANT.

Subject to the terms and conditions of this Agreement, MAGMA hereby grants to LICENSEE a nonexclusive, nontransferable license to Use (as defined in Section 3 below) **1 educational licenses of MAGMASOFT®** (the “Software”), specified in detail in appendix 1, including associated user documentation, (collectively the “Licensed Materials”) solely for Academic Endeavors (as defined in Section 5 below) and solely on the Authorized Computer System (as defined in Section 9 below). LICENSEE's rights are limited to the specific rights enumerated in this Agreement and LICENSEE does not have any ownership rights, security interests or other interest in the Licensed Materials or any copy thereof, including any intellectual property rights relating thereto. Without MAGMA's prior written consent, LICENSEE agrees not to lend, lease, license, sublicense, or otherwise make available the Licensed Materials to any third party or use the Licensed Materials for the benefit of any third party. LICENSEE agrees not co-operate with any other company in the field of casting simulation in the same manner as with MAGMA. Is any co-operation with a third party planned LICENSEE agrees to inform MAGMA up-front. If such a co-operation is not in MAGMA’s interest MAGMA has the right to terminate this Agreement within 30 days.

## TERM.

This Agreement shall remain effective for the term of two years from **1.11.2024** to

**31.10.2026**, if not terminated in accordance with Section 24.

## USE.

"Use" of the Software means the performance of the following steps only:

* + 1. copying one of the modules which comprise the Software (i.e. geometry modeling, solver modules, or post processing) into memory accessible by a processor system (main memory, extended memory, expanded memory, or virtual memory), solely for the purpose of making the copy accessible to the processor system for execution of the computer program (specifically not including making other copies of the computer program in disk storage or other permanent storage);

and

* + 1. causing that processor system to execute the computer program. Each module may be executed by only one user at any time, however, different modules may be executed by different users at the same time.

## INTERNAL USE.

All Use of Licensed Materials will be solely by current employees of LICENSEE and by students currently enrolled in degree-granting programs administered by LICENSEE (collectively “LICENSEE Personnel” and sometimes referred to as "Authorized Users"). No more than four (4) Authorized Users may use any module of the Software (e.g. geometry creation module, filling simulation module, solidification simulation module) at any given time.

## ACADEMIC ENDEAVORS.

As used herein, the term “Academic Endeavors” means the teaching, training and education of students currently enrolled in degree-granting programs administered by LICENSEE, in numerical simulation and foundry processes specified in appendix 2 of this contract.

## RESTRICTIONS ON SERVICE BUREAU AND DEVELOPMENT PROJECT USE.

This Agreement does not grant LICENSEE the right to Use the Software to process input data that is supplied by one or more persons or entities other than the LICENSEE and to generate output data (in the form of reports, charts, graphs or other pictorial representations, or the like) that is sold, licensed or otherwise provided, regardless of whether compensation or consideration is given for such provision, to such person or entity.

## RESTRICTIONS ON TRAINING AND SUPPORT.

This Agreement does not grant LICENSEE the right to teach, train, educate or support, or provide any similar service to, any individual or entity other than LICENSEE Personnel, regardless of whether compensation or consideration is given for such service.

## RESTRICTIONS ON BENCHMARKING.

This Agreement does not grant LICENSEE the right to Use the Software to process input data for the purpose of comparing the Software or output data generated by the Software to any competitive software product.

## AUTHORIZED COMPUTER SYSTEM.

MAGMA and LICENSEE agree to the following as the Authorized Computer Systems:

To be later specified.

The Software may not be moved from the Authorized Computer System to another computer system without MAGMA’s prior written consent.

## LICENSE FEE.

The installation of the MAGMASOFT® licenses will be free of charge. LICENSEE will pay **1.000,00 €** net per year for the usage of the Software.

## DISCLAIMER OF ALL OTHER WARRANTIES AND REPRESENTATIONS.

The licensed materials are made available on an “as-is” basis. MAGMA disclaims, any and all warranties, conditions, or representations (express or implied, oral or written), with respect to the software or any part thereof, including any and all implied warranties or conditions of title, noninfringement, merchantability, or fitness or suitability for any purpose (whether or not MAGMA knows, has reason to know, has been advised, or is otherwise in fact aware of any such purpose), whether alleged to arise by law, by reason of custom or usage in the trade, or by course of dealing. In addition, MAGMA expressly disclaims any warranty or representation to any person other than licensee with respect to the software or any part thereof.

## DEFINITION OF CONFIDENTIAL AND PROPRIETARY INFORMATION.

As used herein, the term "Confidential and Proprietary Information" means information that (i) is disclosed in writing or other tangible form to LICENSEE by MAGMA or any person or entity having an obligation of confidence to MAGMA (or, if disclosure is made orally, is reduced to or summarized in such a writing or other tangible form within thirty days after such oral disclosure) and is designated in such writing or tangible form as proprietary in a writing by or on behalf of MAGMA, (ii) is sufficiently secret to derive economic value, actual or potential, from not being generally known to other persons who can obtain economic value from its disclosure or use, and (iii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy or confidentiality. LICENSEE acknowledges that the Licensed Materials are considered Confidential/Proprietary Information.

## ILLUSTRATIVE TYPES OF CONFIDENTIAL AND PROPRIETARY INFORMATION.

The term "Confidential and Proprietary Information" may include, by way of illustration but without limitation except as expressly set forth herein: (i) any and all

information relating to products manufactured by MAGMA, processes therefore, apparatus and maintenance thereof, research, research programs, computer software, data libraries, manufacturing techniques, processes, program files, developments for experimental work, flow charts, drawings, techniques, source and executable codes, standards, specifications, improvements, inventions, customer information, accounting data, statistical data, research projects, development and marketing plans, strategies, forecasts, customer lists, sales plans and sales and marketing information, and the like, that is/are in the possession of or may be acquired by or on behalf of MAGMA, including similar information with respect to any subsidiary or related companies of MAGMA; (ii) the fact of a MAGMA's selection and use of particular information in connection with this Agreement and its subject matter, whether or not the particular information is publicly available; (iii) the terms of this Agreement.

## EXCLUSIONS FROM PROPRIETARY-INFORMATION STATUS.

The term "Confidential and Proprietary Information" does not include any information that, through no fault of LICENSEE, is or becomes: (i) described in an issued or published patent; or (ii) described in a printed publication distributed to more than

100 Persons worldwide; or (iii) developed independently by or on behalf of LICENSEE as shown by documentary evidence; or (iv) disclosed to LICENSEE by a third party not having an obligation of confidence to MAGMA of the information as shown by documentary evidence. No combination of information will be deemed to be within any of the foregoing exceptions, however, regardless whether the component parts of the combination are within one or more exceptions, unless the combination itself and its economic value and principles of operation are themselves so excepted.

## SECURITY CONDITIONS FOR CONFIDENTIAL AND PROPRIETARY INFORMATION.

Confidential and Proprietary Information will be maintained under secure conditions by LICENSEE, using reasonable security measures and in any event (i) not less than the same security procedures used by LICENSEE for the protection of its own Confidential/Proprietary Information of a similar kind, and (ii) any specific security measures required by this Agreement.

## NON-USE OBLIGATION FOR CONFIDENTIAL AND PROPRIETARY INFORMATION.

LICENSEE will not use any Confidential/Proprietary Information, except for the benefit of MAGMA.

## NON-DISCLOSURE OBLIGATION FOR CONFIDENTIAL AND PROPRIETARY INFORMATION.

LICENSEE will not disclose any Confidential and Proprietary Information to any third party without the prior consent of MAGMA. LICENSEE warrants that LICENSEE will

inform LICENSEE Personnel of the existence and content of the Confidential and Proprietary Information set forth in this Agreement and that the Confidential and Proprietary Information is subject to the obligation of confidence set forth by this Agreement.

## NO UNAUTHORIZED COPYING OF CONFIDENTIAL AND PROPRIETARY INFORMATION.

LICENSEE will not copy, duplicate, reverse engineer, reverse compile, disassemble, record, or otherwise reproduce any part of Confidential and Proprietary Information, nor attempt to do any of the foregoing.

## NO REMOVAL OF PROPRIETARY LEGENDS.

LICENSEE agrees not to remove, obscure, or deface any proprietary legend relating to MAGMA’s rights.

## REPORTS OF THIRD-PARTY MISAPPROPRIATION.

LICENSEE agrees to immediately report to MAGMA or its authorized agent any attempt by any person of which LICENSEE has knowledge (a) to use or disclose Confidential and Proprietary Information without authorization from MAGMA, or (b) to copy, reverse assemble, reverse compile or otherwise reverse engineer any part of the Software.

## EXCLUSION OF INCIDENTAL AND CONSEQUENTIAL DAMAGES.

Independent of, severable from, and to be enforced independently of any other enforceable or unenforceable provision of this agreement, MAGMA will not be liable to licensee (nor to any person claiming rights derived from licensee’s rights) for incidental, consequential, special, punitive, or exemplary damages of any kind — including lost profits, loss of business, or other economic damage, and further including injury to property — as a result of breach of any warranty or other term of this agreement, regardless of whether MAGMA was advised, had other reason to know, or in fact knew of the possibility thereof.

## MAXIMUM AGGREGATE LIABILITY.

Independent of, severable from, and to be enforced independently of any other enforceable or unenforceable provision of this agreement, in no event will MAGMA's aggregate liability to licensee (including liability to any person or persons whose claim or claims are based on or derived from a right or rights claimed by licensee), with respect to any and all claims at any and all times arising from or related to the subject matter of this agreement, in contract, tort, or otherwise, exceed the regular license fee.

## EXPORT.

LICENSEE hereby assures MAGMA that LICENSEE will not export or re-export directly or indirectly (including via remote access) any part of the Software (including any Confidential/Proprietary Information) to any country.

## TERMINATION WITHOUT CAUSE.

MAGMA may unilaterally terminate this Agreement at any time, effective upon two weeks notice to LICENSEE.

## POST-TERMINATION PROCEDURES.

Upon termination or expiration for any reason of this Agreement, LICENSEE will surrender to MAGMA (or, at LICENSEE's option with MAGMA's consent, destroy and provide MAGMA with a certificate signed by LICENSEE attesting to the destruction of) all copies of the Licensed Materials remaining in the possession of LICENSEE or any person acquiring any such copy through LICENSEE.

## ASSIGNMENT.

LICENSEE may not assign any right under this Agreement, and any purported assignment will be null and void and a breach of this Agreement.

## ENTIRE AGREEMENT.

Except as may be expressly provided otherwise herein, this Agreement constitutes the entire agreement between the parties concerning the subject matter thereof. No prior or contemporaneous representations, inducements, promises, or agreements, oral or otherwise, between the parties with reference thereto will be of any force or effect. No modification or amendment to this Agreement will be valid or binding unless reduced to writing and duly executed by the parties to be bound thereby.

## INDEPENDENT PARTIES.

The parties are independent contractors. No partnership or joint venture is intended to be created by this Agreement, nor any principal-agent or employer-employee relationship. Although this Agreement contains covenants with respect to Confidential/Proprietary Information, the parties disclaim any other intent to create a confidential or fiduciary relationship between them.

## INJUNCTIVE RELIEF.

LICENSEE acknowledges that any violation by LICENSEE of its covenants in this Agreement (if any) relating to intellectual property rights and Confidential/Proprietary Information would result in damage to MAGMA that is largely intangible but nonetheless real, and that is incapable of complete remedy by an award of damages. Accordingly, any such violation will give MAGMA the right to a court- ordered injunction or other appropriate order to specifically enforce those covenants.

## SURVIVAL OF RESTRICTIVE COVENANTS.

Sections 12, 13, 14, 15, 16, 17, 20, 21 and 22 of this Agreement will survive the termination of this Agreement. The existence of any claim or cause of action by a party against the other party, whether predicated on this Agreement or otherwise, will not constitute a defense to enforcement by the other party of such covenants.

## EFFECT OF PARTIAL INVALIDITY.

If any one or more of the provisions of this Agreement should be ruled wholly or partly invalid or unenforceable by a court or other government body of competent jurisdiction, then:

1. the validity and enforceability of all provisions of this Agreement not ruled to be invalid or unenforceable will be unaffected;
2. the effect of the ruling will be limited to the jurisdiction of the court or other government body making the ruling;
3. the provision held wholly or partly invalid or unenforceable will be deemed amended, and the court or other government body is authorized to reform the provision, to the minimum extent necessary to render them valid and enforceable in conformity with the parties' intent as manifested herein; and
4. if the ruling, and/or the controlling principle of law or equity leading to the ruling, is subsequently overruled, modified, or amended by legislative, judicial, or administrative action, then the provision in question as originally set forth in this Agreement will be deemed valid and enforceable to the maximum extent permitted by the new controlling principle of law or equity.

## CHOICE OF LAW.

This agreement will be interpreted and enforced in accordance with the law of the Federal Republic of Germany applicable to agreements made and performed entirely in that state by persons domiciled therein.

## JURISDICTION AND VENUE.

Suit to enforce this Agreement or any provision thereof will be brought exclusively in the state or federal courts located in Aachen, Federal Republic of Germany.

## BINDING ON SUCCESSORS.

This Agreement will be binding upon and inure to the benefit of the parties and their successors and assigns permitted by this Agreement.

## SECTION HEADINGS.

The article headings contained in this Agreement are for reference purposes only and will not in any way control the meaning or interpretation of this Agreement.

## COUNTERPARTS.

This Agreement may be executed in separate counterparts, each of which so executed and delivered will constitute an original, but all such counterparts will together constitute one and the same instrument.

Each person signing below represents that he or she has read this Agreement in its entirety; understands its terms; is duly authorized to execute this Agreement on behalf of the party indicated below by his or her name; and agrees on behalf of such party that such party will be bound by those terms.

Executed the dates written below, to be effective as of 1.11.2024.

# MAGMA Gießereitechnologie GmbH

By:

**Technická univerzita v Liberci** Fakulta strojní, Katedra strojírenské technologie

By:

Dr. Marc Schneider Managing Director

Date: 07.10.2024

doc. Ing. Jaromír Moravec, Ph.D.

Dean of Faculty of Mechanical Engineering Date: 27.09.2024

APPENDIX I

List of MAGMASOFT® licenses and modules to be covered by this agreement

# Amount Product

1 MAGMASOFT® (4 cores)

1 MAGMAiron

1 MAGMAhpdc

1 MAGMAstl

1 MAGMAstress

1 MAGMAwheel

APPENDIX II

Objectives of the academic Usage of MAGMASOFT® The objectives of this project are:

Education of students