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Evropskou unií

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2022.02.22.11.11

## LICENSE AGREEMENT

### Licensee:

University of Mining and Metallurgy - Technical University of Ostrava

Faculty of Materials Science and Technology (the FMST)

Registered office: 17. listopadu 2172/15, 708 00 Ostrava-Poruba, Czech Republic

Business ID: 619 89 100

VAT ID: CZ61989100

Represented by: prof. Ing. Kamila Janovská, Ph.D., Dean of the FMST

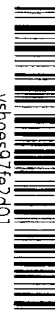
Bank details: ČSOB, a.s.

Account number: 100954151/300

contact person:

Data mailbox ID: d3kj88v

vsboes97fe2d01



and

### Licensor

Company name /Trade name/: ADAXIS

Registered office/place of business/: 9, rue Pierre Georges Latécoère, 64100, Bayonne, France

Comp. Id. No.: 89255365200025

TIN: FR24892553652 (VAT Number)

Represented by: Henri BERNARD, President

Bank details: FR76 1695 8000 1443 8229 3328 338

Account number: 43822933283

Incorporated in: 2021

Contact person:

Mailbox ID:

on this date have entered into this Agreement in accordance with the provisions of Section 2358 et seq. of Act No. 89/2012 Sb., the Civil Code (hereinafter referred to as the "**Civil Code**")

(hereinafter referred to as the "**Agreement**").

The Licensee enters into this Licence Agreement with the Licensor on the basis of results of this tendering procedure in the public procurement of software for planning the robotic arm movements.

The performance of this Agreement will be co-financed by the Operational Programme Jan Amos Komenský, project: Materials and Technologies for Sustainable Development, reg. no. CZ.02.01.01/002/22\_008/0004631



The Licensor hereby guarantees to the Licensee the fulfilment of the public contract and all the resulting conditions and obligations assumed by the Licensor in the public contract procurement procedure under the tender terms and conditions and the Licensor's tender.

#### Article I

##### **Subject Matter of the Agreement**

1. The subject of this Agreement is the supply of software with a comprehensive solution for planning and controlling the movement of robots during 3D printing, which has been the subject of the public procurement (hereinafter also referred to as the performance) and the specification of which is listed in the Annex 1 hereto.
2. By this Agreement, the Licensor agrees to provide the Performance as set out in Clause 1 to the Licensee under the terms and conditions agreed herein and to grant the Licensee a license to the Performance.
3. In addition to the performance delivery the Licensor undertakes:
  - to perform a training on HW and SW for two employees of at least 2 x 8 hours on-line.
4. The Licensor undertakes to:
  - a) ensure that the environmental impact of this Agreement is minimized, in particular through waste sorting, energy savings and respect for sustainability or circular economy possibilities,
  - b) ensure the legal employment of persons in the performance of the Agreement and ensure fair and dignified working conditions for workers involved in the performance of the Agreement. Fair and dignified working conditions mean working conditions that meet at least the minimum standards set by labour and payroll laws. The Licensee shall be entitled to request the submission of documents, from which particular obligations arise, and the Licensor shall be obliged to submit them to the Licensee without undue delay. The Licensor shall make sure that its subcontractors also comply with the requirements of this provision hereof. Failure of the Licensor to comply with its obligations under this provision of the Agreement shall be deemed a material breach of the Agreement.

#### Article II.

##### **Performance, Delivery of Performance, Defects in Performance**

1. The Licensor undertakes to provide the performance specified in Article I hereof through the provision of perpetual licenses.
2. The Licensor shall provide the Licensee with the SW keys.
3. The Licensee undertakes to accept the Performance and to pay the agreed price under Article IV of this Agreement.
4. The right to use the licenses passed to the Licensee at the moment of acceptance of the Performance.
5. The Licensee is entitled to refuse to accept the Performance if the Performance is not delivered properly in accordance with this Agreement and in the agreed quality, in which case the Licensee

will notify the Licensor of the reasons for refusing to accept the Performance in writing within five working days of the original delivery date.

Article III.

**Time and place of performance, performance delivery**

1. The Provider Licensor shall provide the licences until 30 June 2028. The delivery period of the licenses is set at 5 days from the effective date of the Agreement.
2. The place of performance is the workplace of the Department of Robotics, Faculty of Mechanical Engineering, VSB - Technical University of Ostrava, at Studentská 1770/1, 708 00 Ostrava-Poruba.

Article IV.

**License Price and Payment Terms and Conditions**

1. The total payment for the contract is set at:

Total price excluding VAT:	EUR	30 000
VAT 21%	EUR	0
Total price including VAT:	EUR	30 000

2. This agreed price of the licence is final and the maximum allowable price including all costs associated with the proper performance of the agreed subject matter of the Agreement.
3. The price will be paid on the basis of an invoice issued by the Licensor. The invoice issued by the Licensor must contain the details stipulated by the laws and regulations, whereas the invoice will specifically state the price of the Performance without VAT, the amount of the VAT and the total price of the Performance including VAT.
4. The due date of the invoice is 30 days from the date of delivery of the invoice to the Licensee. Unless the invoice is delivered together with the Performance; in case of doubt, the date of delivery of the invoice is deemed to be the third day from the date of its sending.
5. The price of the licence shall be deemed to be paid at the moment of crediting the invoiced price to the Licensor's account. The Licensee will not make any advance payments to the Licensor for the price of the Performance or any part thereof.
6. The Licensee is entitled to return any invoice, without making any payment, that does not contain the particulars set out in this Agreement or if such particulars are incorrect before the due date of the invoice. The Licensor is obliged to issue a new invoice. In such a case, the Licensee is not in default of payment of the price of the Performance. Upon receipt of a duly completed or corrected invoice, a new invoice due date of 30 calendar days will begin.
7. All payments under this Agreement will be paid by the Licensee to the Licensor's account specified in the header of this Agreement. The Licensor declares that its bank account specified in this Agreement or in the invoice is its account which is published by the tax administrator in a manner allowing remote access in accordance with Section 96 of the VAT Act. The Licensor is obliged to indicate in the invoice only the account that is published by the tax administrator in accordance with the VAT Act. If, during the term of this Agreement, the identification of the published account changes, the Licensor agrees to notify the Licensee of such a change in writing without undue delay. Given that under Section 109(2)(c) of the VAT Act, the recipient of a taxable supply is liable



for unpaid tax on that supply if the consideration for that supply is provided in whole or in part by a non-cash transfer to an account other than the account of the provider of the taxable supply, which is published by the tax administrator in a manner allowing remote access, the Licensee will make payment of the price of the Performance only to an account which is a published account to the extent of Section 96 of the VAT Act. If, at any time, the Licensor's account to which the Licensor requests the payment of the Performance price proves not to be a published account, the Licensee will not be obliged to pay the Performance price to such an account; in such a case there will be no default on the part of the Licensee.

8. The provisions of the preceding paragraph do not apply to non-payers of VAT and foreign entities that are not subject to the obligation to register under the VAT Act.

#### Article V.

#### **Quality Warranty, Liability for Defects**

1. The Parties agree that the Licensor assumes the guarantee for the quality of performance for a period of 24 months. The Licensor shall provide post-warranty support to the Licensee, including the recertification of the system.
2. The Licensor is also liable for any defects in the Performance to the extent of Section 1916 et seq. of the Civil Code.
3. The Licensor undertakes to respond within 24 hours in an event of a reported malfunction (SW error) to eliminate the error.

#### Article VI.

#### **Liquidated Damages and Withdrawal from the Agreement**

1. If the Licensor fails to deliver the Performance to the Licensee within the time limit according to Article III 1, shall pay to the Licensee a contractual penalty of 20 UER for each day of delay.
2. If the Licensee is in default in the payment of the invoice, the Licensee is obliged to pay the Licensor default interest in the amount under the applicable regulations.
3. The contractual penalty and default interest are payable within thirty calendar days of the date on which the obliged party receives a written demand for payment by the entitled party to the account of the entitled party specified in the written demand.
4. Withdrawal from the Agreement is governed by the applicable provisions of the Civil Code.
5. The Licensee is entitled to withdraw from the Agreement if insolvency proceedings have been initiated against the Licensor.
6. The Licensee is entitled to withdraw from the Agreement if the Licensor fails to deliver the Performance within the time limit according to Article III (1) of this Agreement.

#### Article VII.

#### **Other Provisions**

1. The Licensor is not entitled to assign the rights and obligations under this Agreement to a third party without the prior written consent of the Licensee.
2. Issues not covered by this Agreement will be governed by the relevant provisions of the Civil Code.

The Licensor acknowledges the obligations of the Licensee to disclose the data specified in this Agreement pursuant to Act No. 134/2016 Sb., on public procurement, Act No. 106/1999 Sb., on free access to information, as amended, Act No. 340/2015 Sb., on the register of contracts, and any other generally binding standards in the manner resulting from these regulations or decided by the Licensee.

The Parties undertake to keep confidential and not to disclose confidential information - to maintain confidentiality - to third parties as defined below:

- All information provided to the Licensor to the extent of Section 218 of Act No. 134/2016 Sb., on public procurement,
  - Information subject to a statutory duty of confidentiality (e.g. personal data, classified information),
  - Licensor's trade secrets or other information protected under special legislation, if applicable, with a justification for such classification in writing before signing this Agreement. The Licensor acknowledges that this procedure cannot be applied in relation to the amount of the price actually paid for the Performance under this Agreement and to the list of the Licensor's subcontractors, as well as to information required to be disclosed by law.
4. The Licensor is obliged to allow all entities authorised to carry out inspections of the projects from whose funds the delivery is paid, to inspect documents related to the Performance of the Agreement for the period of time specified by Czech law for their archiving (Act No. 563/1991 Sb., on accounting, and Act No. 235/2004 Sb., on value added tax).
  5. The Licensor is obliged to keep all documents and accounting records related to the delivery of the subject of performance until 2035, unless Czech Law provides for a longer period. These documents and accounting records will be kept in the manner prescribed by the applicable laws and regulations.

#### Article VIII. **Final Provisions**

1. This Agreement comes into force on the date of signature by both parties. This Agreement comes into effect upon registration of the Agreement in accordance with the following provision.
2. The registration of this Agreement pursuant to the provisions of Section 5 of Act No. 340/2015 Sb., on the register of contracts, will be carried out by the Licensee upon agreement of the parties, so that confirmation of the registration of the Agreement is sent to both parties.
3. Any disputes between the parties will be resolved preferably by agreement. If no agreement is reached, disputes will be settled by the competent court, not by an arbitrator.
4. All correspondence between the parties, including their statements, is irrelevant to this Agreement unless otherwise stated in the Agreement.
5. This Agreement is made electronically.
6. Each of the Parties declares that it enters into this Agreement freely and seriously, that it considers the contents of this Agreement to be definite and intelligible and that it is aware of all the facts that are decisive for entering into this Agreement, in witness whereof the parties affix their signatures to this Agreement.

In Ostrava, *K.J.*

In Bayonne,

For the Licensee:

For the Licensor:

prof. Ing. Kamila Janovská, Ph.D.  
Dean of the FMST

Name: Henri BERTINARD  
President