



## LICENSE AGREEMENT

### Licensee:

VSB - Technical University of Ostrava

Centre for Energy and Environmental Technologies (CEET), ENET Centre

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

Business ID: 619 89 100

VAT ID: CZ61989100

Represented by: prof. Ing. Stanislav Mišák, Ph.D., Director of CEET

Bank details: ČSOB, a.s.

Account number: 100954151/300

contact person:

Data mailbox ID: d3kj88v

and

### Licensor

Company name /Trade name/: Thermo-Calc Software AB

Registered office/place of business/: Stockholm

Comp. Id. No.: 556540-6138 (Registration number)

TIN: SE556540613801 (VAT No.)

Represented by: PD Dr. Andre Schneider (Senior Application Specialist)

Bank details: SEB (Skandinaviska Enskilda Banken)

Account number: EUR account 5059-82 348 88  
(IBAN SE6650000000050598234888)

Incorporated in: Solna, Sweden

Contact person:

Mailbox ID: Råsundavägen 18, SE-169 67 Solna, Sweden

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 SW Thermo-Calc, upgrade+support.

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.

First and foremost, the Terms And Conditions of an End User License Agreement listed in Article 5 apply.

## Article I

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

1. The subject of this Agreement is the SW Thermo-Calc, upgrade+support, 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 (Technical specification) 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 half-day online introduction/refreshment training and
  - offers 15 learning hub seats free of charge for one year.
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 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 License.
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.

## Article III.

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

1. The Provider Licensor shall provide the perpetual licences. The delivery period of the licenses is set at 21 days from the effective date of the Agreement.
2. The place of performance is the workplace of VSB–Technical University of Ostrava.

Article IV.

**License Price and Payment Terms and Conditions**

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

Total price excluding VAT: EUR 36840,00

VAT 21%                                7736,40    EUR

Total price including VAT:    EUR 44576,40

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 (in particular the costs of insurance, occupational hygiene and safety, environmental protection measures, increased costs of work outside working hours and on holidays, all costs of storing materials necessary for the performance of the work, including their transport to the place of performance, installation and assembly materials, etc.).
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.

Article V.

**General Terms And Conditions**

1. The attached Thermo-Calc Software AB documents
- "General Terms And Conditions"
  - "End User License Agreement (EULA)"
  - And "General Terms And Conditions For Software Maintenance And Support"
- apply to this contract.

Article VI.  
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.
2. 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,

In Solna,

For the Licensee: 03. 09. 2025

For the Licensor: 21. 08. 2025

  
Prof. Ing. FRANTIŠEK MIKAL, Ph.D.  
Director of CEE

  
Prof. Dr. Andre Schneider

## Technical specification of the tender subject in the DMS project

**Subject:** Thermocalc software

**Requirements:** Upgrade of existing software and databases at Designated Site: 11560

<b>SOFTWARE</b>	<b>Price (EUR)</b>
<ul style="list-style-type: none"> <li>Thermo-Calc: Perpetual NWL-99 Users, latest version, including the Maintenance &amp; Support Subscriptions (M&amp;SS) for the Software free of charge for the first 12 months after purchase;</li> </ul>	9 360,00
<ul style="list-style-type: none"> <li>Thermo-Calc: Perpetual SUNLL, latest version, Qty 2, free of charge;</li> </ul>	0,00
<ul style="list-style-type: none"> <li>Thermo-Calc: Academic M&amp;SS for SUNLL, Qty 2, free of charge</li> </ul>	0,00
<ul style="list-style-type: none"> <li>Diffusion Module (DICTRA): Perpetual NWL-99 Users, latest version, + M&amp;SS for the Software free of charge for the first 12 months after purchase;</li> </ul>	9 360,00
<ul style="list-style-type: none"> <li>Diffusion Module (DICTRA): Perpetual SUNLL, latest version, Qty 2, free of charge;</li> </ul>	0,00
<ul style="list-style-type: none"> <li>Diffusion Module (DICTRA): M&amp;SS for SUNLL, Qty 2, free of charge;</li> </ul>	0,00
<b>DATABASES</b>	
<ul style="list-style-type: none"> <li>TCFE: TCS Steels/Fe-alloys Database, Perpetual DNWL, Upgrade based on valid Maintenance &amp; Support Subscription (M&amp;SS)</li> </ul>	11 580,00
<ul style="list-style-type: none"> <li>TCFE: TCS Steels/Fe-alloys Database, Perpetual DSUNLL, Upgrade based on valid Maintenance &amp; Support Subscription (M&amp;SS)</li> </ul>	0,00
<ul style="list-style-type: none"> <li>MOBFE: TCS Fe-Alloys Mobility Database, Perpetual DNWL, version 8, Upgrade based on valid M&amp;SS;</li> </ul>	6 540,00
<ul style="list-style-type: none"> <li>MOBFE: TCS Fe-Alloys Mobility Database, Perpetual DSUNLL, version 8, Upgrade based on valid M&amp;SS, Qty 2, free of charge;</li> </ul>	0,00
<ul style="list-style-type: none"> <li>Steel Model Library Perpetual NWL-99 Users, latest version, In connection with TCFE14 and MOBFE8 and a valid M&amp;SS, free of charge;</li> </ul>	0,00
<ul style="list-style-type: none"> <li>Steel Model Library Academic M&amp;SS for NWL-99 User, In connection with TCFE14 and MOBFE8 and a valid M&amp;SS, free of charge;</li> </ul>	0,00
<ul style="list-style-type: none"> <li>Steel Model Library Perpetual SUNLL, latest version, In connection with TCFE14 and MOBFE8 and a valid M&amp;SS, Qty 2, free of charge;</li> </ul>	0,00
<ul style="list-style-type: none"> <li>Steel Model Library Academic M&amp;SS for SUNLL, In connection with TCFE14 and MOBFE8 and a valid M&amp;SS, Qty 2, free of charge;</li> </ul>	0,00
<b>Total Net</b>	<b>36840,00</b>

**Requirements – minimum technical demands, that MUST BE MET:**

## Software Requirements:

### 1. Phase diagram calculations:

- Ability to generate binary, ternary, and multicomponent phase diagrams.
- Calculation of phase boundaries and critical points.
- Support for Scheil-Gulliver solidification simulations.
- Capability to plot potential diagrams and Pourbaix diagrams.

### 2. Thermochemical and thermophysical Properties Calculations:

- Calculation of specific heat, enthalpy, and heat capacity.
- Determination of heat of formation and phase transition temperatures.
- Lattice parameters, density and coefficient of thermal expansion calculations.
- Viscosity and surface tension of liquids.
- Interfacial energy and thermal conductivity, thermal resistivity and thermal diffusivity.
- Electrical resistivity, conductivity and other relevant properties.

### 3. Material Properties:

- Prediction of solubility limits and transformation temperatures.
- Calculation of non-equilibrium solidification properties, kinetic coefficients (atomic mobility, tracer diffusion, intrinsic diffusion, interdiffusion).
- Calculation of driving forces for phase formation.
- Calculation of mechanical properties (yield strength, hardness)
- Activities and chemical potentials of components.
- Generation of property diagrams for various materials.

### 4. Database and Compatibility:

- Access to comprehensive thermodynamic and kinetic databases.
- Compatibility with third-party databases and software.
- Ability to integrate with other simulation tools and custom code via SDKs

### 5. Technical Support and Training:

- Comprehensive installation and setup assistance.
- Training sessions for users to maximize software capabilities.
- Ongoing technical support and access to expert advice

### 6. User Interface and Usability

- Intuitive graphical user interface for easy setup and execution of calculations.
- Detailed user manuals, guides and access to online resources.
- Regular updates and improvements based on user's feedback.

### 7. DICTRA

The offer must also include the Add-on diffusion Module DICTRA to simulate diffusion-controlled reactions in multicomponent alloy systems.

This module should allow to simulate:

- ❖ Homogenisation of alloys,
- ❖ Micro segregation during solidification.
- ❖ Growth/dissolution of secondary phases, such as carbides, nitrides or intermetallics.
- ❖ Coarsening of precipitate phases.
- ❖ Allotropic phase transformations, such as austenite to ferrite in steel.

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|---|--|
| <ul style="list-style-type: none"><li>❖ Carburization, nitriding and carbonitriding of high-temperature alloys and steels.</li><li>❖ Interdiffusion in compounds, such as coating systems, dissimilar joints and others.</li><li>❖ Post weld heat treatment (interdiffusion and related phase changes).</li><li>❖ Sintering of cemented carbides.</li></ul> |  |
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