

AGENT ORIENTED SOFTWARE PTY. LTD.
(‘AOS’)

AND

**BRNO UNIVERSITY OF TECHNOLOGY,
FACULTY OF INFORMATION TECHNOLOGY**
(‘The Licensee’)

ACADEMIC LICENCE AGREEMENT

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PARTIES:

AGENT ORIENTED SOFTWARE PTY. LTD. (ACN 078 321 589) of 580 Elizabeth Street, Melbourne, Victoria, 3000, AUSTRALIA ('AOS')

AND

FACULTY OF INFORMATION TECHNOLOGY, BRNO UNIVERSITY OF TECHNOLOGY of Bozetechova 1/2, 61266, Brno, Czech Republic ('the Licensee').

BACKGROUND:

- A. AOS owns all rights in certain software known as JACK[®] and the Software Material.
- B. The Licensee has requested AOS to grant to it a licence to use JACK and the Software Material for non-commercial projects undertaken by the Licensee.
- C. AOS has offered to grant the Licensee a licence to use JACK and the Software Material subject to the terms and conditions set out below.

IT IS AGREED AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATIONS

1.1 Definitions

"**Agreement**" means this Licence Agreement.

"**Confidential Information**" means information that:

- (a) is by its nature confidential;
- (b) is designated by AOS as confidential;
- (c) the Licensee knows or ought to know is confidential;

and includes:

- (d) information comprised in or relating to any intellectual property in JACK and the Software Material;
- (e) information relating to JACK and the Software Material including, but not limited to, technical information, know how and other valuable information; and
- (f) information relating to AOS including, but not limited to, its business arrangements, strategic and financial information of any kind, and information concerning its client and suppliers.

"**Fees**" means the licence fees payable by the Licensee specified in Item 1 of the Schedule to this Agreement.

“**Licence**” means a licence granted by AOS to the Licensee in accordance with this Agreement.

“**JACK**” means the totality of software known as JACK[®] and Software Material.

“**Schedule**” means the Schedule to this Agreement.

“**Site**” means the site specified in Item 2 of the Schedule to this Agreement, or such other site(s) as may be agreed in writing between the parties.

“**Software Material**” means all information relating to JACK, including but not limited to, technical, design, functional, operational and instructional information, data, documents and reports.

“**Term**” means the period of one (1) calendar year from the date of this Agreement or as otherwise agreed in writing by the parties.

2. TITLE

2.1 All rights, title and interest including intellectual property in JACK and all Software Material relating thereto is and will remain vested in AOS.

2.2 The Licensee shall not during or any time after the termination of this Licence permit any act which infringes any intellectual property rights of AOS in JACK or the Software Material.

3. LICENCE

3.1 In consideration for the payment by the Licensee of the Fees, AOS grants to the Licensee a non-transferable, non-assignable, non-exclusive, licence to use JACK and the Software Material for the Term at the Site specified in Item 2 of the Schedule for educational and/or non-commercial research purposes only.

3.2 The Licensee:

(a) must only use JACK and the Software Material for the Term at the Site specified in Item 2 of the Schedule only; and

(b) may make copies of JACK and the Software Material for personal or classroom use by the students, employees and contractors of the Licensee at the Site specified in Item 2 of the Schedule without additional charge provided that copies are not made or distributed for profit or commercial advantage and that all copies bear reference to AOS as the licensor and this Agreement as approved in writing by AOS. One copy may also be made for back-up purposes or as otherwise permitted by law.

3.3 The Licensee must not:

(a) reverse assemble or reverse compile, alter, modify, disassemble, decrypt or create derivative works of JACK or the Software Material unless permitted to do so by law;

(b) circumvent the automatic expiration of this licence in any way, including but not limited to turning back the clock of any machine running JACK software;

- (c) rent, sell or transfer all or part of JACK or the Software Material to any other person;
 - (d) make JACK or the Software Material available to persons other than students, employees or contractors of the Licensee at the Site specified in Item 2 of the Schedule and then only for educational or non-commercial uses; or
 - (e) copy or use JACK or the Software Material in any way not specifically permitted under this clause 3.
- 3.4 The Licensee agrees to provide appropriate instructions to, or in the case of independent contractors, have appropriate written agreements with, each user of JACK and the Software Material to ensure compliance with this clause 3 and the confidentiality obligations detailed in clause 4.

4. CONFIDENTIALITY & MARKETING

- 4.1 The Licensee agrees that AOS may disclose to it or it may become aware of Confidential Information.
- 4.2 The Licensee shall not disclose Confidential Information to any person other than an employee, contractor, student of the Licensee who needs to know the Confidential Information for the purpose of evaluating JACK under this Agreement without the prior written consent of AOS, which it may grant or withhold in its absolute discretion.
- 4.3 This clause shall survive the termination or expiration of this Agreement.
- 4.4 AOS shall not use the name of the Licensee in publicity, advertising or similar activity, without the prior written consent of the Licensee, except that the Licensee hereby consents to inclusion of the Licensee's name and country of origin in customer listings which may be published electronically or otherwise as part of AOS's marketing efforts.

5. LICENCE FEES

- 5.1 The Licensee shall pay AOS the Fees at the rate and in the manner specified in Item 1 of the Schedule.
- 5.2 The Fees are exclusive of taxes and charges imposed in connection with the supply of JACK. All Fees must be paid to AOS without any deduction or withholding for or on account of any tax or charge unless such deduction or withholding is required by any applicable law. If such deduction or withholding is required, then in addition to the Fees the Licensee shall pay to AOS such additional amount as is necessary to ensure that the net amount actually received by AOS will be equal to the Fees had no such deduction or withholding been required. Without limiting the foregoing, the Licensee shall be liable for any new taxes, duties or charges imposed subsequent to the execution of this Agreement in respect of the goods and services that are the subject of this Agreement.

6. TERMINATION

- 6.1 This Agreement will commence on the date of execution and will remain in effect for the Term or until terminated in accordance with this clause 6.
- 6.2 Without prejudice to any other rights AOS may have under this Agreement or at law, AOS may terminate this Agreement immediately by notice in writing if the Licensee is in

breach of any term and such breach is not remedied within seven (7) days of written notice by AOS.

6.3 If AOS terminates this Agreement in accordance with this clause 6, it may:

- (a) retain all Fees paid; and
- (b) be regarded as discharged from any further obligations under this Agreement.

6.4 Upon termination of this Agreement the Licensee shall immediately:

- (a) discontinue all use of JACK and the Software Material; and
- (b) return all copies of JACK and the Software Material to AOS.

7. WARRANTIES AND INDEMNITIES

7.1 AOS will indemnify and hold harmless the Licensee, its employees and contractors from any and all loss or liability for any and all claims, proceedings, losses and damage arising from any claims, actions or proceedings brought against the Licensee by any third party that alleges that all or any part of JACK or the Software Material infringes the intellectual property rights of a third party, provided that the Licensee promptly notifies AOS in writing of such claims, actions or proceedings and AOS is given full, authority, control and reasonable assistance from the Licensee in the defense or settlement of such claims, actions or proceedings.

7.2 Except as expressly provided to the contrary in this Agreement, and subject to clause 7.3, all terms, conditions and warranties, whether express, implied, statutory or otherwise relating in any way to this Agreement are excluded.

7.3 Nothing herein shall exclude, restrict or modify any condition, warranty or liability which may at any time be implied by any Trade Practices, Fair Trading, Sale of Goods or Credit legislation or regulation or any other State or Federal law where to do so is illegal or would render any provision of this Agreement void. In such cases and where permitted by the legislation AOS's liability in respect of any such provision shall be limited at the option of AOS to:

- (a) the replacement of JACK or the Software Material or the supply of equivalent products; or
- (b) the repair of JACK or the Software Material.

7.4 The Licensee shall be solely responsible for procuring or obtaining at its own expense all hardware, equipment and facilities necessary or required to operate JACK.

7.5 The Licensee shall be solely responsible for installation, and setting to work of JACK.

7.6 The Licensee acknowledges that AOS has no obligation under this Agreement to provide it with any support.

8. LIABILITY

- 8.1 AOS shall not be liable for any loss of profits, savings, data or wasted expenditure whatsoever or for any indirect, incidental, special or consequential damages arising from the use or inability to use JACK.
- 8.2 If the Licensee makes a claim against AOS for any act or omission by AOS relating to this Agreement (whether the claim is based in contract negligence or statute) AOS's liability in respect of that claim is limited in aggregate to the Fees paid by the Licensee to AOS under this Licence Agreement.

9. OBLIGATIONS

- 9.1 Upgrades will be made available to the Licensee on a yearly basis provided the term is renewed, the JACK software is being actively used at the Site specified in Item 2 of the Schedule and AOS is provided with a suitable report describing said use before the anniversary of the licence agreement each year.
- 9.2 The Licensee and AOS have entered into this Agreement for the purpose of allowing the Licensee to use JACK and the Software Material in relation to educational and non-commercial research purposes only. Neither the Licensee nor AOS will have any other obligations other than those expressed in this Agreement.
- 9.3 Neither the Licensee nor AOS intend that any partnership, agency or joint venture relationship is created by this Agreement.

10. SECURITY

- 10.1 The Licensee shall be solely responsible for the use, supervision, management and control of JACK and the Software Material in accordance with the terms of this Agreement.
- 10.2 The Licensee undertakes to provide a similar level of care to JACK and the Software Material as that which is applied to the care of the Licensee's confidential material.

11. LEGAL PROCEEDINGS

- 11.1 The Licensee acknowledges that AOS may take legal proceedings against the Licensee or third parties if there is any actual, threatened or suspected breach of this Agreement, including proceedings for an injunction to restrain such breach.

12. ENTIRE AGREEMENT

- 12.1 This Agreement sets forth and shall constitute the entire agreement between the parties with respect to the subject matter thereof, and shall supersede any and all prior communications between the parties, both oral and written, including but not limited to proposals, negotiations, representations, promises and agreements. No further agreement, amendment or modification of this Agreement shall be valid or binding unless made in writing and executed on behalf of the parties by their duly authorised officers or representatives.

13. ASSIGNMENT

13.1 The benefit of this Agreement will not be assigned or sub-licensed by the Licensee without the prior written consent of AOS which shall be granted at its absolute discretion.

14. HEADINGS

14.1 Headings in this Agreement are for convenience only and shall not be incorporated in the Agreement or deemed to be an indication of the meaning of the articles to which they relate.

15. SEVERANCE

15.1 In the event that any provision of this Agreement is declared by any judicial or competent authority to be void, illegal or otherwise unenforceable, the parties shall endeavour to agree to such amendment which shall as far as possible effect the intentions expressed herein. The remaining provisions of this Agreement shall remain in full force and effect.

16. APPLICABLE LAW AND JURISDICTION

16.1 This Agreement shall be construed, governed by and interpreted in accordance with the laws of the State of Victoria, Australia.

16.2 The Licensee acknowledges that AOS may commence court proceedings at any time where it seeks urgent interlocutory relief.

17. WRITTEN NOTICE

17.1 All written notifications referring to this Agreement shall be addressed and forwarded by registered mail or facsimile to:

- (a) for AOS: Dr Andrew Lucas at the address as first mentioned herein or facsimile number +613 9349 5088; and
- (b) for the Licensee: Dr Frantisek Zboril at the address as first mentioned herein; phone: +420 54114-1173 or email: zborilf@fit.vutbr.cz

18. SCHEDULE

18.1 Item 1 – JACK Academic Licence Fee

US\$4,000.00 (excluding any taxes or charges that may be applicable – see clause 5.2)

18.2 Item 2 – Site:

Faculty of Information Technology, Brno University of Technology,
Bozotechnova 1/2, 61266, Brno, Czech Republic.

SIGNED AS AN AGREEMENT:

This Agreement was made on the day of, 2017

SIGNED for and on behalf of:

SIGNED in the presence of (witness):

**FACULTY OF INFORMATION
TECHNOLOGY, BRNO UNIVERSITY
OF TECHNOLOGY:**

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Signature

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Signature

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Full Name (Print Please)

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Full Name (Print Please)

.....
Position

.....
Position

SIGNED for and on behalf of:

AGENT ORIENTED SOFTWARE PTY. LTD.

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Signature

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Full Name (Print Please)

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Position