LICENSING AGREEMENT
Licensor´s Agreement No. 01698/2018/00:

This Licensing Agreement (hereinafter "Agreement")
BETWEEN

Brno University of Technology
Faculty of Information Technology (FIT BUT)
Božetěchova 1/2, 612 66 Brno
Company Reg. No.: 00216305, Tax Ident. No.: CZ00216305
Licensor's bank: Komerční banka, a.s., Nám. Svobody 22, CZ – 631 31 Brno
SWIFT code: KOMBCZPP
Account No.:   XXXXXXXXXXX
IBAN: CZ5701000000278684040287
Represented by: prof. Dr. Ing. Pavel Zemčík, dean of FIT BUT

(hereinafter "Licensor")

AND

Intel Corporation a Delaware USA registered company with administrative offices in 2200 Mission College Boulevard, Santa Clara, California 95052, USA.
(hereinafter "Licensee")

Hereinafter collectively indicated as "Parties".

WHEREAS

[Licensor] is a public university and developer, maker and owner of database of vehicles photos labelled as „BoxCars116k dataset" and wishes to provide this database for research and development activities of other entities.

[Licensee] is a developer of silicon products and associated software targeted to a broad range of products and markets_and is interesed in licensing BoxCars116k for research and development purposes.

NOW IT IS HEREBY MUTUALLY AGREED AS FOLLOWS

ART. 1 – SUBJECT OF THIS AGREEMENT
Subject of this Agreement, is electronic database of vehicles´ photos from various viewpoints taken by numerous surveillance cameras labelled as „BoxCars116k dataset", which is placed as a .zip folder at
https://medusa.fit.vutbr.cz/traffic/research-topics/fine-grained-vehicle-recognition/boxcars-improving-vehicle-fine-grained-recognition-using-3d-bounding-boxes-in-traffic-surveillan, counting ca 116 000 fine-grained photos and various meta-information (hereinafter „Product")

ART. 2 - OBJECT OF THIS AGREEMENT

(1) Licensor hereby grants to Licensee, and Licensee accepts, the perpetual, non-exclusive, world-wide license right to use the Product for the commercial and also other purposes.

(2) The rights granted to Licensee under this Agreement are non-transferable. Licensee is not permitted to sub-license these rights to anyone.

ART. 3 – DELIVERY OF THE PRODUCT

Licensor has already made the Product available at https://medusa.fit.vutbr.cz/traffic/research-topics/fine-grained-vehicle-recognition/boxcars-improving-vehicle-fine-grained-recognition-using-3d-bounding-boxes-in-traffic-surveillan and Licensee is entitled to download it first off the date where the Agreement is fully signed and Licensee issues a purchasing order (PO) to Licensor.

ART. 4 - RIGHTS AND OBLIGATIONS OF LICENSEE AND LICENSOR

(1) Licensee shall use the Product only for the purposes of and within the limits set in this Agreement.

(2) Licensee does not have the right to sell to third parties, lend and/or make available to third parties the Product and its contents, nor any (quantitatively or qualitatively substantial) part thereof, by any means or in any form.

(3) Licensee in not obliged to use license.

(4) Licensor is not obliged to inform Licensee on new updates, modifications, extensions and amendments of Product.

ART. 5 - INTELLECTUAL PROPERTY RIGHTS

(1) The Parties acknowledge that Licensor is the sole owner of the Product and that this Agreement does not transfer any property rights thereon to Licensee.

(2) With this Agreement, Licensee does not acquire any intellectual property rights, included but not limited to the right of: publication, reproduction, transcription, public performance, communication to the public, software rights, database rights and sui generis rights, nor any patent rights recognised by applicable law on the Product.

ART. 6 - LICENSE FEE, TERMS OF PAYMENT

(1) Licensee shall pay to Licensor a one-time License fee of 18.000,00 (eighteen thousand) euros, excluding VAT, where applicable. Payment should be made to bank account of Licensor as specified in title of this Agreement. Licensee is VAT exempt and both parties agree to work together to ensure taxes are correctly handled.

(2) Payment term is 60 days from receiving the invoice of Licensor, which may be in electronic form.

(3) Bank transfer fee is paid by Licensee. No further costs will be charged.

(4) Licensor is obliged to immediately confirm payment of License Fee to Licensee.

ART. 7 - GUARANTEES AND RESPONSIBILITIES

(1) Licensor states that no part of the Product contains personal data according to EU directive No. 95/46/EC and EU General Data Protection Regulation No. 2016/679. Licensee is solely responsible for compliance with all applicable laws concerning any personal data which may be contained in the Product up to the point it transfers the Product to licensee. In addition, without limiting any of the foregoing, Licensor is solely responsible for obtaining any and all consents from any data subjects, if and as required under applicable law, for Licensee to process any personal data according to this Agreement. Except as stated in the foregoing, the Product is provided "as is". Licensor gives no guarantee and accepts no responsibility whatsoever for any errors in the Product and accepts no liability whatsoever for damage, loss or inconvenience resulting from the use of the Product.

(2) Licensor gives no guarantee whatsoever that the Product or part thereof can be used for particular specific purposes.

ART. 8 - DURATION OF THE AGREEMENT

(1) This Agreement is valid from the date of last signature, is perpetual and the license granted herewith cannot be revoked.

(2) Licensee is not entitled to terminate this Agreement.

(3) Licensor is entitled to terminate this Agreement at any time with immediate effect and without notice if Licensee operates in conflict with one of the provisions of this Agreement and if Licensee does not remedy this within 14 (fourteen) calendar days of written notification by Licensor.

(4) If this Agreement is terminated for whatever reason, Licensor is not liable of any consequential damage suffered by the Licensee as a result of the termination of the Agreement.

(5) From the moment that the Agreement is terminated, for whatever reason, the Licensee no longer has the rights, granted to Licensee by Licensor under this Agreement.

(6) If this Agreement is terminated, for whatever reason, Licensee is obliged permanently and with immediate effect to refrain from all use of the (content of) the Product, or part thereof. Licensee is obliged to return to Licensor all (information pertaining to and components of) the Product together with any back-up(s) made by Licensee, or to destroy these and report this destruction in writing to Licensor, within 30 (thirty) calendar days of the termination of this Agreement. The license fee (as stated in Article 10) nor any part of it is not refundable to the Licensee in case the Agreement is terminated.

ART.9 - APPLICABLE LAW AND DISPUTE RESOLUTION

(1) This Agreement shall be governed and interpreted according exclusively to the law of the Czech Republic.

(2) In case of any disputes arising out of this Agreement, the parties shall first attempt to reach an amicable solution through constructive and reasonable negotiations.

(3) Should these negotiations fail, any legal action, suit or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby must be instituted exclusively in a Regional Court in Brno (Krajský soud v Brně) as court of competent jurisdiction Each party agrees to service of process issued or authorized by any such court.

ART. 10 - FINAL PROVISIONS

(1) The contact persons for the performance of this Agreement shall be:

For Licensor: XXXXXXX availability 9 am – 5 pm CET For   Licensee: _   XXXXXXXXX. Either Party may, at any time during the term of this Agreement, change its contact person by giving written notice to the other Party.

(2) Communication between the Parties shall be in writing. Technical communication can be in electronic form, changes of this Agreement and action with legal consequencies in hard copy. All communication hereunder shall be deemed to have been received on three days after sent.

(3) Alternative conditions, changes and/or additions to this Agreement are only valid if and insofar as agreed explicitly in writing as amendment of this Agreement dated and signed by Licensee and Licensor.

(4) In a condition in this Agreement is invalid or nullified, the other conditions remain entirely valid. Licensee and Licensor will then enter into negotiation to agree a new condition to replace the invalid or nullified condition, whereby consideration will be taken as much as possible of the purpose and intention of the invalid or nullified condition.

(5) By signing this Agreement, the Parties acknowledge that they are aware that this Agreement is to be published under Act No. 340/2015 Coll., the Register of Contracts, as amended. The Faculty shall make the publication in the register of contracts. The Parties declare that the facts contained in this Agreement are not considered business secrets and grant permission to use and publish them with the sole condition that any personal details of contacts and signatories are treated as confidential information and cannot be published.   All communications relating to this agreement are covered under CNDA6186226.

(6) This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous oral or written agreements between them relating thereto.

(7) Effective date of this Agreement is the day when Agreement enters into force, i.e. date of signature of the second Party.

(8) This Agreement is executed in three counterparts, each of which shall be authentic. The Licensor will receive two and Licensee will receive one copy.

The Parties mutually agree that this Agreement has been jointly designed, negotiated, prepared and drafted by the same and that it reflects their wishes and interests.

In Brno, Czech Republic, date: February, 21st, 2018	In Santa Clara, USA, date:
Licensor	**Licensee**
Full name of organization Vysoké učení technické v Brně (Brno University of Technology)	Full name of organization Intel Corporation Internet Of Things Group
Represented by: Prof. Dr. Ing. Pavel Zemčík	Represented by:
Function: dean	Function:
Signature	Signature