GeoDict ACADEMIC SOFTWARE LICENSE AGREEMENT

This Software License Agreement is a legal agreement between *Math2Market GmbH*, Huberstr. 7, 67657 Kaiserslautern, Germany (the **LICENSOR**) and *Vysoká škola chemicko-technologická v Praze, public academic institution, ID: 604 61 373, seated in Prague, Technická 1905/5, Prague 6 – Dejvice, Czech Republic* (the **LICENSEE**).

1. DEFINITIONS:

1.1.1   **LICENSED SOFTWARE:** The Software **GeoDict** in object code form comprising a program base and a combination of **LICENSED MODULES** including all executable programs, example images, example movies, GeoLab scripts, GeoDexcel Spreadsheets with VBA scripts and library files and any updates or modified versions of these programs and library files offered and downloaded from the **LICENSOR**'s website by the **LICENSEE**.

1.1.2   **LICENSED MODULES**: Those **GeoDict** modules in object code form as described in **LICENSOR**'s specific **GeoDict Product offer.** This offer is accepted as a binding part of this License Agreement by **LICENSEE**. The modules licensed by this License Agreement are **GeoDict-Base, FoamGeo, GrainGeo** and **ConductoDict**.

1.2 PRODUCT: The **LICENSED SOFTWARE/LICENSED MODULES** are referred to in short as **PRODUCT**.

1.3 DOCUMENTATION: The **GeoDict** User's guide, e-mails and other explanatory materials accompanying the **PRODUCT** in printed or electronic form.

1.4 The license granted under this Software License Agreement is a node-locked **ACADEMIC LICENSE**.

2. OWNERSHIP / INTELLECTUAL PROPERTY RIGHTS

2.1 LICENSEE acknowledges that ownership and all intellectual property rights related to the **PRODUCT** and to the **DOCUMENTATION**, including patents, copyright, company or trade secrets, and, in particular, the trademark **GeoDict**®, remain with the **LICENSOR**.

2.2 LICENSEE promises to keep and not to modify the copyright and trademark notices of the **LICENSOR**.

3. SCOPE OF LICENSE

3.1 Provided **LICENSEE** accepts all terms of this **GeoDict** Software License Agreement, **LICENSEE** is granted a nonexclusive right to use the **PRODUCT** as set forth in the **GeoDict Product offer**.

3.2 LICENSEE is granted a non-exclusive, non-assignable license to use the **PRODUCT.** The use will be node-locked to a designated hardware (3.2.1).

3.2.1 A node-locked license allows one concurrent user to use the **PRODUCT** on the designated hardware. The designated hardware shall be specified in a license request file (*.glr) that **LICENSEE** shall generate with a copy of **GeoDict** on the designated hardware. The **LICENSEE** shall send the license request file to the **LICENSOR** in order to specify the designated hardware. Without undue delay upon receipt, the **LICENSOR** shall provide the license file to use the **PRODUCT** on the designated hardware.

3.3 The default number of concurrent parallel processes a license allows to use is one (1); any additional parallel process may be licensed according to the procedure described above at additional costs if the designated hardware permits the use of more than one process and **LICENSEE** wishes to make use of multiple processes**.**

3.4 LICENSEE may **not**

• use the **PRODUCT** on any other but the designated hardware in case of a node-locked license (corresponding to 3.2.1).
• rent or lease the **PRODUCT** and **DOCUMENTATION** to any third party;
• modify, adapt, or translate the **PRODUCT** in whole or in part;
• reverse engineer, decompile, or disassemble the **PRODUCT**.

3.5 The **PRODUCT** can be installed on Windows and Linux operation systems.

3.6 The scope of the **ACADEMIC LICENSE** relates only to the purpose of using the **PRODUCT** in the context of the **LICENSEE**'s strict scientific or academic educational work. Only work whose goal is advancing knowledge and technology on a non-profit basis is academic research. Any other use for or by – including but not limited to – private, public or governmental bodies is not allowed. In particular, any direct or indirect commercial use, such as but not limited to providing consulting services is not allowed. The **LICENSOR** is aware that, although the **LICENSEE** declares that he does not act as an entrepreneur in relation to the subject-matter of this License Agreement and that the subject-matter of this License Agreement is not related to his commercial activities, the **LICENSEE** nevertheless explicitly reserves the right to use the subject-matter of this Agreement (i.e. the **PRODUCT** supplied with **ACADEMIC LICENSE**) and the results of academic research obtained with the help of this software for the following purposes, even if they generate profit for the authors (i.e. the software users) or the **LICENSEE** and / or its relevant subunits (i.e. the University of Chemistry and Technology, Prague / UCT Prague, the Faculty of Chemical Technology of the UCT Prague, or the Department of Glass and Ceramics of the Faculty of Chemical Technology of the UCT Prague), including their possible future legal successors:

a) academic theses (bachelor, master, or doctoral), even if supported by private bodies (e.g. industrial partners),

b) publications in the form of journal papers (possibly with attached electronic matter), book chapters (possibly with attached electronic matter), books (possibly with attached electronic matter) and fully electronic publications,

c) educational materials of all kinds,

d) national or international research projects of academic character that are in part or as a whole funded by public or governmental funding organizations.

3.6.1 The scope of the **ACADEMIC LICENSE** can be upgraded upon request to a **temporary NON-PROFIT ORGANIZATION (NPO) LICENSE.** For this period the license agreement of the **NPO LICENSE** applies. The cost for this upgrade is based on the difference between the **NPO** and the **ACADEMIC LICENSE** fee on a monthly basis. For the **PRODUCT** specified by this License Agreement this difference is 400.00 EUR per month. This upgrade entitles the **LICENSEE** to perform, for the time limited and specified by the **NPO LICENSE**, work for hire for governmental, public and private bodies (e.g. industrial partners).

3.6.2 The **LICENSEE** shall make reference to the **PRODUCT** and to the trademark **Geo**Dict• in all of its publications and other dissemination activities relating to the use or to the results achieved by the use of the **PRODUCT** under this **ACADEMIC LICENSE**.

4. LICENSE PERIOD

The **Geo**Dict **Product offer** specifies the license period to perpetual use (4.1).

4.1 If the licensing period is perpetual use, annual renewal of the license files ensures that the **PRODUCT** can be executed in the respective version as provided by **LICENSOR** during the related support and update period (§ 5). As of the time of termination of the last support and update period, the license granted under this Software License Agreement will relate to the version of the **PRODUCT** as provided by **LICENSOR** within such last support and update period.

4.3 LICENSOR is entitled to terminate the license if **LICENSEE** infringes the terms of this **Geo**Dict Academic Software License Agreement, in particular the limitations listed under 3.4. However, occasional neglect to make

reference to the **PRODUCT** and to the trademark **Geo**Dict• according to 3.6.2 shall not be considered as an infringement of this **Geo**Dict Academic Software License Agreement and shall not entitle the **LICENSOR** to terminate the License Agreement.

5. SUPPORT AND UPDATES

5.1 Support means reasonable availability via e-mail (xxxxxxxxxx@xxxxxxxxxx) or telephone (xxxxxxxxxx) during central European business hours (9am to 5pm).

5.2 Update means improvements to existing modules that do not add major new functionality to these modules but improve on the speed, correct errors, or extend the applicability of existing functionality.

5.3 The standard support and update period of one (1) year starts with the time of delivery of the **PRODUCT**. For delayed continued contracts, grace periods granted by **LICENSOR** count towards the next purchased support and update period.

5.4 In the case of perpetual use, at least the first year of support and updates is always included in the **Geo**Dict **Product offer.**

5.5 Support and updates for licenses under perpetual use can be extended beyond the first year at a fraction of the initial amount per year as set forth in the **Geo**Dict **Product offer**. The **LICENSEE** can purchase the described support and update services on an annual basis.

5.6 If **LICENSEE** does not extend the support and update period for a license under perpetual use, **LICENSEE** may continue to use the version of the **PRODUCT** as provided by **LICENSOR** within such last support and update period. **LICENSOR** will provide access to installation files for this **PRODUCT** version and this operating system version for three (3) years after termination of the last support and update period. **LICENSOR** does not guarantee the functionality of this **PRODUCT** version after an upgrade of the operating system version. **LICENSOR** will correct technical errors in **Geo**Dict (bug fixes) for three (3) years after termination of the last support and update period. **LICENSOR** will support the transfer of a node-locked license to another hardware during three (3) years after termination of the last support and update period, if **LICENSEE** demonstrates the need for such a change.

6. LIMITED WARRANTY AND LIABILITY

6.1 LICENSOR warrants that the **PRODUCT** substantially corresponds to the **DOCUMENTATION** and is not subject to the rights of third parties, in particular that its use does not infringe patents, copyrights or other intellectual property rights of third parties.

6.2 LICENSOR's entire warranty and liability shall be effective for a period of one (1) year from the date of delivery of the **PRODUCT** and shall be, at **LICENSOR**'s option, either return of the license fee paid or repair or replacement of the **PRODUCT** and **DOCUMENTATION**.

6.3 The above warranty and liability provisions are the only ones and there are no other warranties / liabilities, including but not limited to implied warranties of merchantability, non-infringement of third-party intellectual property or fitness for a particular purpose. The warranty and liability is void if a defect results from accident, abuse or manipulation. **LICENSOR** shall not be liable for damages resulting from the use of or the inability to use the **PRODUCT** or **DOCUMENTATION**. **LICENSOR**'s liability is restricted to the license amount actually paid by **LICENSEE**.

6.4 Notwithstanding sections 6.1, 6.2 and 6.3, the liability of the **LICENSOR**, its legal representatives and employees resulting from breach of duty or tort is restricted to damages caused intentionally or by gross negligence. In case of infringement of obligations, which are essential for this **Geo**Dict Software License Agreement, the **LICENSOR**, its legal representatives and employees are also liable for slight negligence. In any case, the liability under section 6.4 phrases 1 and 2 is limited by typical, foreseeable, direct damages. The liability is unrestricted for damages of the body, life or health.

7. MISCELLANEOUS

The **LICENSOR**'s may publish the name of the **LICENSEE** in connection with the **PRODUCT.**

The **Geo**Dict Software License Agreement in English is the original one. The terms of this Agreement can only be modified or amended in writing. In case of interpretation controversies, the terms of this Agreement shall prevail over the respective terms of any other agreements.

All disputes or claims arising out of or in connection with this License Agreement, including disputes relating to its validity, breach, termination or nullity, shall be finally settled under the Rules of Arbitration (Vienna Rules) of the Vienna International Arbitral Centre (VIAC) of the Austrian Federal Economic Chamber by three arbitrators appointed in accordance with the said Rules. The Law of the Federal Republic of Germany, excluding the German International Private Law Rules, shall apply as the substantive law. The application of the UN-Convention of the International Sales of Goods (CISG) is explicitly excluded. The proceeding shall be held in English.

In case that one or several of the terms of this Agreement should be or become invalid or unenforceable, the validity of the other terms shall remain unaffected. In such a case, the parties shall replace the invalid or unenforceable condition by another legally effective provision meeting the purpose of the abolished provision to the greatest extent. The same applies in case of a gap of regulation.

The **LICENSEE** hereby notifies that it is obligatory subject to the legislation of the Czech law no. 340/2015 Coll., on the registry of contracts (hereinafter referred to "registry law"). The **LICENSOR** acknowledges the above mentioned duty. Therefore the License Agreement will be disclosed in the registry according to § 4 of this registry law. The contracting parties agreed that the disclosure in compliance with the registry law shall be ensured by the **LICENSEE**.

Under terms defined by this License Agreement, the **LICENSOR** undertakes to cooperate during financial audit of the **LICENSEE** as an obliged person according to the Czech tax regulation; Section 2 (e) of Act No. 320/2001 Coll., on Financial Audit in Public Sector, as amended, among others to admit to all entities empowered to perform audit access to all documents related to this Agreement, i.e. the Price offer on which this License Agreement is based, the License Agreement itself and the LICENSEE's electronic mail correspondence concerning the price offer which is quoted in this License Agreement as an integral part of this License Agreement and identified by number in Appendix No. 1 below, provided that all assumptions arising from respective legal laws and regulations are met.

Appendices: Appendix No. 1 - **GeoDict Product offer number 130-20180912-1**, dated 12 September 2018

Kaiserslautern, 25. 9. 2018

Prague, 4. 10. 2018

On behalf of the LICENSOR:

On behalf of the LICENSEE:

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xxxxxxxxxx

CEO

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xxxxxxxxxx

Chancellor

MATH
2 MARKET

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Sender
xxxxx
xxxxx

Kaiserslautern, Sep-12, 2018

Offer: GeoDict License
Offer number: 130-20180912-1

Dear xxxxxxxxxx,

thank you for your interest in the GeoDict Software. As requested in your email, we offer you a perpetual academic license of several GeoDict modules.

This offer includes one year of maintenance (updates and support). Afterwards, the maintenance period can be prolonged by one year for 20% of the purchase price. During the maintenance period, you are also entitled to participate in our yearly GeoDict user meeting without registration fee.

The maintenance contains the lease of a viewer-license. This license enables to view the GeoDict simulation results on an additional computer during the maintenance period.

1. Subject Matter

Position	Designation	Price
P1	Perpetual academic node-locked license of the GeoDict modules: GeoDict-Base, FoamGeo, GrainGeo, ConductoDict (4 parallel processes)	10,000.00 €

2. Support and update period

12 months after delivery of the license.

3. Remuneration

We agree on a fixed remuneration in accordance with the price quoted above.

4. Payment Schedule

10,000.00 € after delivery of the license.

A preliminary license will be issued upon receipt of the purchase order. The license extension for the full support and update period is delivered upon receipt of payment. All payments are made free of any deductions and expenses to the account of Math2Market GmbH quoted on the invoice, 30 days net of the invoice date

5. Reverse Charges Provision

Under German law, any tax obligations for this contract are shifted to the recipient of services which are performed in Czech Republic. Service recipient is University of Chemistry & Technology, Prague, Czech Republic.

6. Components of the Offer

The attached license agreement is part of the offer.

7. Place of Fulfillment

Place of fulfilment for our services and payments shall be Kaiserslautern.

8. Quote Validity

We shall remain bound to this offer until 31.12.2018.

9. Contact

Unless this has already been arranged, please notify us of a contact person when placing your order. xxxxxxxxxx (Phone: xxxxxxxxxxx) will be responsible for communication on the part of Math2Market GmbH.

Please send us a short confirmation that you received this offer.

Yours sincerely,

xxxxxxxxxx
Chief Operations Officer, Math2Market GmbH

Enclosures

A: License Agreement GeoDict