

Gamma Technologies

SOFTWARE LICENSE AGREEMENT

This Software License Agreement is made and entered into as of this _____ day of _____ between GAMMA TECHNOLOGIES, LLC, a Delaware limited liability company, with its principal office at 601 Oakmont Lane, Westmont, Illinois 60559, USA (“GT”), and Brno University of Technology, with offices at Technicka 2896/2, Brno, 616 69, Czech Republic (“Licensee”).

WHEREAS, GT has developed and exclusively owns all right, title and interest in and to various computer-aided software programs which GT licenses to end-users from time to time; and

WHEREAS, Licensee wishes to obtain a license to install and use certain of GT’s software programs;

NOW, THEREFORE, in consideration of the promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of License. (a) Subject to the terms and conditions of this Agreement and Licensee’s payment of all required fees, GT hereby grants to Licensee a non-exclusive, non-transferrable license to use the software programs described on the attached Exhibit A and accompanying user documentation (collectively, the “Software”). Notwithstanding the foregoing, GT shall remain the exclusive owner and holder of all right, title and interest in and to the Software and accompanying user documentation.

(b) Licensee shall have the right to install and use the Software, in object-code form, only at the locations as set forth on Exhibit A. Licensee shall not have the right to assign, transfer, sell, sublicense, lease, rent, pledge or share the Software, the accompanying user documentation or any of Licensee’s rights under this Agreement. Further, Licensee shall not have the right to translate, disassemble, decompile, reverse-engineer or create derivative works based on any of the Software, or to copy any of the Software or user documentation. Licensee shall keep confidential and prevent the unauthorized use, copying and disclosure of the Software and user documentation by Licensee, its employees, contractors and agents.

(c) Subject to GT’s right to terminate this license in the event of a breach by Licensee of any of its obligations under this Agreement, the duration of the license hereby granted is equal to the agreed upon lease/maintenance period. Upon the termination of the license hereby granted, Licensee shall, not later than the final date of the license period, discontinue using and return all of the Software and user documentation to GT; permanently expunge from Licensee’s computers and otherwise destroy all copies of the Software; and, upon request by GT, certify in writing that Licensee has fully performed each of the foregoing measures.

2. End-User Support. Subject to Licensee’s payment of all required fees, GT shall provide end-user support to Licensee during the agreed upon lease/maintenance period. Such support shall consist of GT’s provision of advice by telephone or e-mail with respect to code installation and other matters relating to the use of the Software. During such period, GT shall also provide Licensee, at no additional cost, with any updated versions of the Software developed by GT, with the exception of

updates representing significant expansions in design capabilities, which may be subject to additional fees.

3. Representations and Indemnifications. (a) GT represents and warrants that it has the right to license the Software and that the Software does not infringe any patent, copyright or other proprietary right of any third party. GT shall defend, indemnify and hold Licensee harmless from and against any and all claims, demands, causes of action, liabilities, damages, fines, penalties and expenses (including reasonable attorneys' fees and court costs) arising out of or relating to the Software's alleged infringement of any patent, copyright or other proprietary right of any third party.

(b) Licensee acknowledges and agrees that the Software constitutes sophisticated, computer-aided engineering tools which are approximate in nature and depend on a high degree of end-user engineering experience, training and skills to produce accurate design trends. Licensee represents and warrants that the persons using the Software possess, and will continue to possess, all required experience, training and skills. Licensee shall defend, indemnify and hold GT harmless from and against any and all claims, demands, causes of action, liabilities, damages, fines, penalties and expenses (including reasonable attorneys' fees and court costs) arising out of or relating to Licensee's use of the Software and the utilization of the results thereby generated.

(c) Licensee represents (i) that it is not, nor is it owned or controlled by, a person or entity appearing on the U.S. Department of the Treasury's Office of Foreign Assets Control's Specially Designated Nationals or Consolidated Sanctions lists, or the U.S. Department of Commerce's Bureau of Industry & Security's Denied Persons, Entity, or Unverified Lists; (ii) that it will not use in or for the benefit of, or transfer the software to, any location (including Cuba, Iran, North Korea, Sudan, Syria, and the Crimea region of Ukraine), person, or entity that is subject to sanctions or a denial of export privileges administered by the United States or any other authority having jurisdiction over Licensee's activities; (iii) that it will not use nor facilitate use of the software in any manner that would cause a violation of 15 C.F.R. § 744.3 (imposing certain restrictions relating to rocket, ballistic missile, space launch, and unmanned air vehicle activities), or other applicable law; and (iv) that, if any representation in this paragraph shall cease to be accurate during any time when this license is in effect, Licensee shall promptly notify GT and stop using the software.

4. Limited Warranty. GT warrants for the sole benefit of Licensee that the Software shall, for a period ending the later of (i) ninety (90) days following the commencement of this Agreement or (ii) the expiration of the end-user support period, equal to the lease/maintenance period (the "Warranty Period"), operate as described in the applicable user documentation. If, during the Warranty Period, the Software fails to operate as described in the applicable user documentation, Licensee may return the Software to GT for correction and subsequent return to Licensee. Licensee acknowledges and agrees that the foregoing limited warranty constitutes Licensee's sole and exclusive remedy in the event that the Software fails to operate as described in the applicable user documentation, and further acknowledges and agrees that GT shall have no obligation under said limited warranty if the Software has been modified by anyone other than GT. EXCEPT AS PROVIDED ABOVE, THE SOFTWARE IS HEREBY LICENSED "AS IS," AND GT HEREBY DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES, BOTH EXPRESS AND IMPLIED, RELATING TO THE SOFTWARE, INCLUDING, WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR USE. Notwithstanding anything to the

contrary contained in this Agreement. GT's cumulative liability to Licensee and any third party with respect of any matter arising from or relating to this Agreement, including this limited warranty shall not exceed the licensing fees paid by Licensee to GT for the use of the Software at issue, and in no event shall GT be liable for any indirect, incidental, consequential, special or exemplary damages, or damages for lost data or profits, even if GT has been advised of the possibility of such damages or losses.

5. Notices. All notices under this Agreement shall be in writing and sent by facsimile transmission or by recognized overnight delivery service to the party at its last known address. Any notice sent by facsimile transmission shall be deemed delivered upon its transmission during regular business hours and confirmation that it has been received. Any notice sent by recognized overnight delivery service shall be deemed delivered when received and signed for by the recipient party.

6. Interpretation of Agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, USA, without regard to principles of conflict of laws. If any provision of this Agreement is held invalid, illegal or unenforceable, it shall be deemed stricken from this Agreement without in any way affecting or impairing the validity, legality and enforceability of the remaining provisions hereof.

7. Resolution of Disputes. Any questions or disputes arising under this Agreement shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in force. If the parties cannot agree upon an arbitrator within ten (10) days after a party demands arbitration, either party may request the American Arbitration Association to name a panel of five (5) arbitrators. Within five (5) days following receipt of such panel from the American Arbitration Association, each party, beginning with Licensee, shall in turn strike a name from the panel until only one (1) name remains, who shall be the arbitrator. The arbitration hearing shall be held in Chicago, Illinois USA within thirty (30) days following the date on which the arbitrator is selected, or as soon thereafter as the arbitrator is available. The expenses of the arbitrator shall be shared equally by the parties. The decision of the arbitrator shall be final and binding upon the parties both as to fact and law, and both parties hereby submit to the jurisdiction of the United States District Court for the Northern District of Illinois for enforcement of the arbitrator's decision.

8. Execution. This Agreement may be executed in counterparts and multiple originals, each of which shall be deemed an original, and all of which taken together shall be considered one and the same agreement. In the event that any signature to this Agreement is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof. No party shall raise the use of a facsimile machine or e-mail delivery of a ".pdf" format data file to deliver any such signature page or the fact that such signature was transmitted or communicated through the use of a facsimile machine or e-mail delivery of a ".pdf" format data file as a defense to the formation or enforceability of a contract and each party forever waives any such defense.

9. Entire Agreement. This Agreement, together with Exhibit A as amended from time to time, constitute the entire agreement between the parties and supersede all prior negotiations, representations, commitments and agreements with respect to the subject matter hereof. Neither this Agreement nor Exhibit A may be amended or rescinded except by a written instrument signed by an authorized representative of each party. Without limiting the generality of the foregoing, no term or condition contained in any purchase order of Licensee which is inconsistent with this Agreement or Exhibit A as amended from time to time shall be binding upon GT, regardless of whether such purchase order has already been or is hereafter acknowledged by GT.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the first day set forth above.

GAMMA TECHNOLOGIES LLC

LICENSEE:
Brno University of Technology

By: _____
SIGNATURE

By: _____
SIGNATURE

Name: _____
PLEASE PRINT

Name: _____
PLEASE PRINT

Title: _____
PLEASE PRINT

Title: _____
PLEASE PRINT