**Licensing Agreement**

Concluded in compliance with provisions of Civil Code (No. 89/2012 Collection of Laws of the Czech Republic /občanský zákoník/) and Copyright Act (No. 121/200 Collection of Laws of the Czech Republic /autorský zákon/)

**between**

**grantor of the license:** Moravia Microsystems, s.r.o.

Třída Kpt. Jaroše 1946/35, Černá pole

602 00 Brno

Czech Republic

Company registration number: 01435655

e-mail:

(further referred only as “Licensor”)

**and**

**assignee of the license –**

**User of the Software Product:** XY

XY

XY

Company registration number:

e-mail:

(further referred only as “User”)

**The parties agreed on following:**

1. **Definitions**

* Non-exclusive license – it is such a type of a license that allows both the assignee of the license and the grantor of the license to use the object of the license and the grantor of the license has right to grant the license to a third person.
* Sublicense – right of the assignee of the license to fully or partly grant the object of the license to a third person for using if it is agreed on in the licensing agreement. This happens with a written consent of the grantor of the license.
* Software Product – a computer program, made by Licensor, including online or electronic documentation or related printed materials and other media.
* Final Product – a computer program, generated by using the Software Product.
* User of the Software Product – a person entitled by the licensing agreement to use the Software Product
* Machine Code – (in informatics) set of instructions executed by a computer´s central unit written in form of number codes of these machine instructions
* Reverse Engineering – a type of a process where the aim is discovering operation principles of the object, in this case a computer program, mostly for a purpose of creating an object which operates in the same or a similar way.
* Decompilation – reverse generation of source code from the machine code with use of a decompiler.
* Supporting Materials – user documentation provided together with the Software Product

1. **Subject-matter of the agreement**

Subject-matter of the Agreement is granting of a non-exclusive license to software product “Multitarget Development System” (further referred only as “Software Product”). The Software Product including related documentation is an author´s work regulated by provisions of the Copyright Act (No. 121/200 Collection of Laws of the Czech Republic /autorský zákon/).

1. **Rights and obligations of the User**
   1. User confirms with (electronic) expression of his will that the he takes the object of the Agreement as is and that he will pay the set price increased by VAT for the provided Software Product.

The duty to pay VAT by which the set price is increased does not apply to a person with nationality of a member state of the European Union (with exception to persons with nationality of the Czech Republic).

Granting of the license is subject to the fact that the User will always follow all license limitations and restrictions in the Agreement. If the User breaches any of the limitations and restrictions the granting of the license ceases to be valid. Any use of the Software Product beyond the applicable license grant constitutes a violation of author´s intellectual property rights and a substantial breach of this Agreement.

* 1. User is aware of the fact that if there is a change of contractual operation of the Software Product (e.g. adding more modules, upgrade, etc.) another licensing agreement or an amendment to existing licensing agreement must be drafted with specifications and calculation of the price difference.

User is entitled to use the Software Product in a way that he will install one copy of it for using and one copy of it exclusively for purposes of archiving and re-installation on his hardware device. User is not allowed to lend, rent or otherwise transfer a copy of the Software Product to a different user. User is not entitled to grant Sub-licenses to the Software Product.

* 1. User is not obliged to use the license.

1. **User restrictions**

User must not sell, rent nor lend the Software Product. He is also not allowed to do Reverse Engineering, Decompilation or transfer from the Machine Code of the Software Product.

1. **Territorial scope of the license**

User is entitled to use the Software Product without any territorial restrictions during the period of validity of the license.

1. **Temporal scope of the license**

The period of validity of the license is agreed to be indefinite.

1. **Price**

The price for granting of the license is determined by the agreement of both parties to the Agreement to be …………… CZK without VAT. VAT is 21% of the tax base.

User agrees to pay the agreed price for granted non-exclusive license to the Licensor based on the invoice issued by the Licensor. The invoice – tax document will be issued with the date of the chargeable event which will be the date of conclusion of the Agreement by the parties. Conclusion of the Agreement by User is understood to be expression of his intent to obtain the license. The tax document will be issued with maturity period of ……. days after the given date of taxable supply. The number of days of the period of maturity of the invoice – tax document is determined by the agreement of the parties. User is obliged to pay the tax document in this period.

In case of delayed payment for the invoice – tax document a contractual penalty to the detriment of the User is agreed on. The contractual penalty is ……CZK for each day of delay of the payment.

1. **Reservation of copyright and ownership**

The Software Product is owned by the Licensor and is protected by copyright laws and international agreements on copyright together with other laws and international agreements on intellectual property. The Software Product is not being sold, only a license for its using is granted.

Final products including the code generated by direct copying of the Software Product´s components, if it is generated using its commonly accessible functions described in Supporting Materials, are property and author´s work of User.

1. **Warranty**

Licensor provides warranty on the object of the license and guarantees that the Software Product will work in accordance with supporting materials for a period of 30 days. If the Software Product does not work according to this guaranty, Licensor will either repair or change the Software Product so the flawless and fully functional condition of it is reached.

This warranty is invalid if the malfunctioning of the Software Product is a result of an accident, misusage or incorrect using.

1. **Liability for defects and damages**

User obtains license to the current version of the Software Product with related documentation and commits to follow the instructions given in the Supplying Materials and contextual texts which are right in the software environment of the Software Product while using the Software Product. If User finds any functional or material demonstrable defects, they are obliged to inform the Licensor immediately so the reparation can be provided as soon as possible.

Licensor is liable for possible proven and documented damages suffered by User caused by correct using of the Software Product according to the Agreement up to the amount of the price of the Software Product paid by User in accordance to the Agreement. This does not apply to situations when User uses the Software Product contrary to principles of correct using of the Software Product. Licensor is also not liable for defects and damages caused by inappropriate working environment for Software Product (viruses, faulty parts of PC, crashes and other unpredictable situations).

Software Product that is the object of the license has been developed with respect to high degree of reliability. Considering that it is a development tool, it is necessary to test each of its Final Products properly. As a result of this fact, Licensor is not liable for damages caused in connection with development, production, using or any other handling with Final Products or separate functions of Final Products generated by this Software Product which have not been properly tested or have not passed proper tests.

1. **Termination of the Agreement on the basis of breach of obligation**
   1. If User does not comply with conditions given in this Agreement, Licensor calls them by a written note to make correction of the breached obligations in a period of 5 calendar days after delivery of the written note. The note is delivered in an electronic form to the e-mail address of User. If User does not make the correction of the substantial breach of contractual conditions, Licensor may withdraw from the Agreement. The withdrawal is effective since the day when completion of withdrawal is delivered to User via e-mail. Not paying the invoice for the provided object of the license in the agreed period of time or breaching of conditions given in the Article 4 of this Agreement is considered to be a substantial breach of the contractual conditions.
   2. If Licensor does not comply with conditions given in this Agreement, especially if he does not repair possible defects of the Software Product in warranty term as given in the Article 6 of this Agreement, User has right to withdraw from the Agreement by his unilateral act. The withdrawal is effective since the day of delivery of the withdrawal act to Licensor via e-mail.
2. **Termination of the Agreement on the basis of revocation**

Based on the temporal scope of the granted license as given in the Article 6 of this Agreement, parties to the Agreement have right to revoke the Agreement.

The revocation needs to be in a written form. It is effective one year after the end of calendar month in which the revocation was delivered to the counterparty.

1. **Expiration of the license**
   1. License expires when the person who has been granted the license ceases to exist, in case when this person has no legal successor.
   2. In case of existence of a legal successor of the ceased person the rights and obligations in this licensing agreement will be transferred to the legal successor.
2. **Choice of governing Law and prorogation of jurisdiction**

This Agreement and possible disputes arising from it are ruled by law of the Czech Republic as a governing law. Possible disputes will be solved by a relevant court in the Czech Republic.

1. **Other provisions**

User acknowledges that he becomes a legal user of the Software Product not sooner than in the moment of conclusion of the Agreement by approving expression of his will in electronic form.

Mutual relations which are not regulated directly in this Agreement are ruled by provisions of Civil Code (No. 89/2012 Collection of Laws of the Czech Republic /Občanský zákoník/) and Copyright Act (No. 121/200 Collection of Laws of the Czech Republic /Autorský zákon/) and provisions of other valid legislation.

1. **Final provisions**

The text of the Agreement can be changed only by a written amendment to this Agreement and only when both Licensor and User have agreed on it.

The Agreement is concluded by User´s electronic acceptation of the offer to conclude a licensing agreement, before the installation of the Software Product according to the instructions of the instalator.