



Contract for Software

Entered into Pursuant to the Civil Code, Act no. 89/2012, Coll., section 2079 et sequentes and section 2358 et sequentes, as amended, and the Copyright Act, Act no. 121/2000, Coll., as amended

Contracting Parties:

University of West Bohemia in Pilsen

Address: Univerzitní 8, 306 14 Plzeň, Czech Republic
ID no.: 49777513
Tax ID no.: CZ49777513
Person authorized to act
on behalf of the Purchaser: doc. RNDr. Miroslav Lávička, Ph.D.,
Dean of the Faculty of Applied Sciences,
authorized to act on behalf of the University
Bank: Komerční banka a.s., Plzeň-město
Account no.: 4811530257/0100
On one part as the Purchaser (hereinafter referred to as "the Purchaser")

and

Softing Industrial Automation GmbH

Registered office: Richard-Reitzner-Allee 6, 85540 Haar, Germany
ID No.: 143 / 101 / 62664
Tax ID No.: DE 271823160
Represented by: Konstantin Mazala, Area Account Manager
Registered in: Richard-Reitzner-Allee 6, 85540
Bank: Commerzbank Augsburg (formerly Dresdner Bank)
Holbeinstrasse 2, 86150 Augsburg - Germany
Account no.: Bank Code 720 800 01, Account 104 461 800
SWIFT/BIC:DRESDEFF720; IBAN: DE27 7208 0001 0104 4618 00

On the other part as the Seller (hereinafter referred to as "the Seller")

Entered into this Purchase Contract (hereinafter referred to as the "Contract") on the hereinbelow day, month and year:

I. Introduction

1. This Purchase Contract is entered into based on the result of the Public Tender entitled **"Delivery of Software to Develop OPC UA Servers"** (hereinafter referred to as "the Public Contract"). The Purchaser, as the Contracting Authority, selected the offer submitted by the Seller as the best bid.
2. The Seller confirms that they have become fully acquainted with the scope and nature of the thing that is subject of the purchase and relates to the subject matter of the Public Contract, and that they are aware of all technical, qualitative and other conditions and have the capacities and expertise needed to deliver the Contract.
3. The Seller explicitly confirms that they have studied all the Purchaser's documents and instructions received by the date of execution of this Contract as well as instructions contained in the Public Contract requirements, the Seller has found these requirements to be appropriate, the stipulated purchase price and the method of the Contract delivery contain and take into consideration all the above specified conditions and circumstances.

II. Object of Sale

1. Pursuant to the terms and conditions of this Contract, the Seller undertakes to supply to the Purchaser one (1) Software (toolkit) source code, allowing the user to develop servers according OPC UA technical specifications (hereinafter also referred to as "the Product" or "the Software").
2. The object of sale including the requested number of licenses is specified in Annex no. 1 to this Contract: Product's Technical Specifications. The object of sale is a set of data media (DVD) and comprehensive technical documents, i.e. a user manual, programmer's manual and detailed reference manual (in Czech, Slovak or English in hard or electronic copies).
3. The object of sale must be delivered in the agreed quantity, quality and design to the agreed place in the agreed time. The Seller expressly declares that the Product complies with the technical parameters and supports the functions specified in the Annex no. 1 to this Contract. The Seller undertakes to comply with other related obligations under this Contract and transfer the ownership right to the object of sale on the Purchaser.
4. The Purchaser undertakes to accept the delivered object of sale and to pay to the Seller the price stipulated in this Contract under the conditions specified herein.

III. Price and Payment Conditions

1. The purchase price results from the price bid submitted by the Seller calculated for the purposes of the Public Tender.

2. The purchase price will be paid by the Purchaser to the Seller after the object of sale is delivered and accepted, and the Acceptance Protocol is signed by authorized representatives of the two Contracting Parties according to the following schedule and conditions.
3. The total purchase price for the entire object of sale is EUR 15.500,- in words: fifteen thousand five hundred EUR excluding VAT (hereinafter referred to as "the Purchase Price").
4. In accordance with the Value Added Tax Act no. 235/2004, Coll., as amended, the Purchase Price is determined excluding VAT; the VAT may be added to the Purchase Price, that the Seller will be obliged to pay, or declare or return in any form pursuant to the VAT Act no. 235/2004, Coll., applicable on the date of taxable supply.
5. The Purchase Price will be determined as the highest acceptable, maximum price that cannot be exceeded, it will include all fees and all additional costs incurred in connection with the delivery of the object of sale. The Seller is not entitled to charge any other amounts for the performance of the herein Contract.
6. The purchase price for the object of sale will be paid by the Purchaser based on a tax document (hereinafter also referred to as "the invoice") issued by the Seller within 15 days of the delivery and acceptance of the object of sale and duly signed Acceptance Protocol signed by authorized representatives of the two Parties. A copy of the Acceptance Protocol will form an integral part of the invoice.
7. The invoice will be due 30 days from the date when it is demonstrably received by the Purchaser. However, the Purchaser reserves the right to unilaterally extend the due date of the tax document according to its ability to use funds provided by the Research and Development for Innovation Operational Programme (hereinafter referred to as "the OP RDI") by up to 30 calendar days. The late allocation of the OP RDI funds does not establish the Purchaser's delay with the payment of the purchase price.
8. The invoice must contain all elements of a proper accounting and tax document pursuant to the relevant legislation, namely – yet not exclusively – of the Value Added Tax Act no. 235/2004, Coll., as amended. The Purchaser will be entitled to return an invoice missing the relevant elements to the Seller to be amended before its due date, and the Purchaser will not be in delay with the payment in such a case. The payment period will start again after the duly amended or corrected invoice is sent to the Purchaser.

IV. Place of Delivery and Acceptance of the Object of Sale

1. The Seller undertakes to deliver the object of sale to the place of delivery, i.e. University of West Bohemia in Pilsen, Bory – New NTIS Building (no. 2967), Plzeň, Czech Republic; the Seller will deliver the data media as specified in the subject of the Contract to the address of the Purchaser. At the same time, the Seller will provide installation (access) codes to the Purchaser.
2. The Acceptance Protocol will be made out to certify the delivery and acceptance of the object of sale, the Protocol will be signed by authorized representatives of both Contracting Parties.

3. The Purchaser will not be obliged to accept any object of Sale demonstrating any defect or shortcoming.

V. Term of Delivery

1. The Seller undertakes to start delivering the object of sale on the effective date of the Contract and duly complete the delivery of the object of sale within 30 (thirty) calendar days after the effective date of the Contract at the latest, however, not later than 15th December 2014. The Purchaser will not accept the object of sale after 15th December 2014.

VI. Transfer of Ownership Title and the License

1. The Seller will transfer the ownership title to the material things that are part of the Product (media, documents) and the title to exercise the rights to the Software to the Purchaser on the day the object of sale is duly delivered and accepted by the Seller based on an Acceptance Protocol duly signed by representatives of both Contracting Parties.

VII. Guarantee

1. The Seller provides to the Purchaser a quality guarantee for the object of sale delivered pursuant to this Contract, the guarantee period will be 24 (twenty-four) months:
 - a) Documents and data media guarantee – to be complete and undamaged upon delivery;
 - b) Software guarantee – the Seller guarantees that the programmes will be functional and substantially compliant with the supplied user manuals.
2. The guarantee period starts on the day the object of sale is duly delivered by the Seller and accepted by signing the Acceptance Protocol by representatives of the two Contracting Parties.
3. The Purchaser is obliged to inform the Seller, by phone, e-mail or in writing at the following address of the Seller: Richard-Reitzner-Allee 6, 85540 Haar, Germany, of any defects as soon as they are identified. Claims mailed by the Purchaser on the last day of the guarantee period will also be considered duly raised claims.
4. The Seller will carry out the guarantee repairs free of charge and without delay depending on the nature of the Equipment defect, no later than 30 calendar days after the claim is raised, unless stipulated otherwise by the Contracting Parties.
5. The Contracting Parties will certify removal of the claimed defect by a protocol certifying the removal of the defect. The guarantee period will be extended by the period lapsed between the date of the guarantee claim and the day of defect removal.

VIII. Licensing Provisions

1. The Seller shall provide the Purchaser with the right to use the delivered software, i.e. with the Software license in accordance with the License Agreement specified by the Seller and enclosed to this Contract as Annex no. 2 forming an integral part of this

Contract. The Purchaser undertakes to countersign this License Agreement with the Seller by the Purchaser's signature. Should there be any discrepancies between the License Agreement and this Contract, the Contract provisions shall take precedence and the License Agreement (Annex no. 2 to the Contract) shall be considered legally ineffective in the relevant scope. The compensation for the granted licenses is included in the Purchase Price specified in Article III herein.

2. The Seller guarantees that the delivered object of sale is not subject to any rights of third parties that would prevent signing of this Contract and proper use of the object of sale by the Purchaser, in particular the industrial property rights.
3. The Seller declares that it is authorized to enter into this Contract and that there are no limitations imposed by third parties, natural or legal persons. The Seller declares that the object of sale including the delivered software is not subject to any rights of third parties pursuant to the Copyright Act no. 121/2000, Coll., as amended, or any other regulations. Should the rights of the Purchaser under this Contract be limited by a third party, or should a third party prevent the Purchaser from proper exercise of these rights, the Seller undertakes to immediately prevent such behaviour at its own expense and to compensate the Purchaser for incurred damage.

IX. Termination of the Contract

1. This Contract can be terminated:
 - a) By a written agreement of the Contracting Parties;
 - b) By withdrawal from the Contract for reasons stipulated in the Contract or specified by the law.
2. A Contracting Party may terminate this Contract for a gross violation of the Contract by the other Party. In particular, the following will be considered a gross violation of this Contract:
 - a) The Purchaser's failure to pay the Purchase Price in accordance with this Contract within 60 days after the due date of a relevant invoice;
 - b) The Seller's failure to duly deliver the object of sale (or its part) on the agreed date entitling the Seller to the payment of the purchase price (or its part) based on a relevant invoice;
 - c) The Seller's failure to supply object of sale possessing the properties declared by the Seller in this Contract or properties arising from this Contract;
 - d) The Seller's failure to provide correct information or documents indicative of the actual situation in the Bid submitted to the Public Tender, which have or could have affected the result of the Tender.
3. Should one of the Parties fail to comply with other contractual conditions (such as proper performance of guarantee repairs in particular), the other Party will be entitled to terminate the Contract, if the defaulting Party fails to meet its obligations during extended reasonable period granted to the Party for the purpose.

4. A Party must withdraw from the Contract in writing without undue delay after learning of the violation.
5. Should a Party withdraw from the Contract, the Contracting Parties will be obliged to settle their obligations and receivables as specified by the law or in the Contract within 30 days of the effective date of the withdrawal, or by a stipulated date.
6. Should the Purchaser terminate the Contract for a gross violation of the contractual obligation by the Seller, the Seller will be obliged to pay to the Purchaser possible incurred damage (material and non-material), the compensation will not exceed 20% of the total Purchase Price.

X. Penal Obligations

1. Should the Seller fail to meet its Contractual obligation, in particular, should the Seller be in default with the delivery of the object of sale, i.e. should the Seller fail to deliver the object of sale by the stipulated date, the Seller will be obliged to pay to the Purchaser a contractual penalty of 0.05% of the total Purchase Price for every started day of such delay up to the total amount of 20% of the total Purchase Price.
2. Should the Purchaser be in default with the payment of the invoice, the Seller will be entitled to charge the Purchaser with the contractual interest on late payment of 0.05% of the amount due for every started day of the payment delay up to 20% of the total invoiced amount.
3. Should the Seller fail to meet the specified (or otherwise stipulated) term for the performance of the guarantee repair, the Seller will be obliged to pay to the Purchaser a contractual penalty of 0.05% of the total Purchase Price for each individual failure and for every, even started, day of the delay up to 20% of the total Purchase Price.
4. The obliged Party must settle the contractual sanction (contractual penalty) to the entitled Party within 15 calendar days of receipt of the relevant calculation submitted by the other Contracting Party at the latest.
5. Payment of the contractual penalties in accordance with this Contract does not prejudice the Contracting Party's right to claim material or non-material damages caused by the other Party's failure to meet its obligation giving rise to the penalty.
6. The Purchaser will be entitled to offset any contractual penalty due from the Seller against invoiced amounts.

XI. Other Provisions

1. The Seller acknowledges that, pursuant to the Financial Control in Public Administration Act no. 320/2001, Coll., section 2 (e), as amended, the Seller is a person obliged to cooperate in exercising financial control. A controlling body of the Operational Programme RDI will be authorized to perform an audit and access those parts of the bid, Contract and relating documents that are subject to protection according to special legal regulations (such as trade secrets, proprietary information) for a period of three years after the operational programme is closed, provided that the requirements defined by the

law (for example, the State Control Act no. 552/1991, Coll., Section 11(c) and (d) and Section 12, subsection 2(f), as amended) are met. The controlling body of the Operational Programme RDI is similarly authorized to perform an audit at the Seller's subcontractors (see Annex no. 2 to the Guidelines for OP RDI Applicants and Beneficiaries: <http://www.msmt.cz/strukturalni-fondy/spolecne-prilohy-prirucek-pro-zadatele-a-prijemce-op-vavpi-3>).

2. The Seller will be obliged to properly maintain all documents relating to the execution of the object of sale (including accounting books) for at least three years after the OP RDI project is closed, i.e. at least until 2021. During the same time period, the Seller will be obliged to provide requested information and documents to the agents of bodies authorized to audit projects performed under OP RDI and will be obliged to create conditions for these personnel to be able to carry out the audit of the project implementation and cooperate in the audit.

XII. Communication

1. All communication or other acts of the Contracting Parties pursuant to this Contract will be addressed to the hereinbelow representatives of the Contracting Parties in Czech or English language.
2. Should this Contract require a written statement by the Parties to communicate or act, the notice will be sent via provider of postal services to the address of the relevant Contracting Party to the attention of the herein specified representative of the Contracting Party.
3. Should this Contract require a certain statement or act of the Contracting Parties to be made in writing by a certain deadline, such deadline will be met, if the statement or act is delivered electronically to the e-mail of the representative of the other Contracting Party in accordance with the Contract, if the statement or information about the act is sent consequently via provider of postal services to the address of the relevant Contracting Party within three business days.
4. Representatives of the Parties

The Seller declares that the following person was authorized to act in his/her name in the matters relating to the performance of this Contract:

Name:	Konstantin Mazala
E-mail:	konstantin.mazala@softing.com
Phone:	+49 89 456 56 348

The Purchaser declares that the following person was authorized to act in his/her name in the matters relating to the performance of this Contract:

Name:	Ing. Pavel Balda, Ph.D.
E-mail:	pbalda@ntis.zcu.cz
Phone:	+420 377 632 532

5. These representatives, however, have no authority to sign any amendments to the Contract.

XIII. Closing Provisions

1. This Contract is governed by the Czech law. Matters not expressly stipulated in the Contract are governed by the relevant provisions of the Civil Code, Act no. 89/2012, Coll., as amended. Any disputes arising from this Contract or relating to this Contract will be resolved by a Czech court of the relevant jurisdiction in the place of registered address of the Purchaser.
2. This Contract is made out in four identical copies, each of which is valid as original. Each of the Contracting Parties will receive two identical copies.
3. This Contract may only be altered or amended by written amendments numbered in ascending uninterrupted order and signed by both Contracting Parties.
4. This Contract becomes valid and effective on the date it is entered into, i.e. on the date it is signed by authorized representatives of both Contracting Parties.
5. Should any of the Parties be unable to duly perform the Contract due to a reason on its part, the Party will be obliged to inform the other Party about the fact without undue delay and initiate a discussion between representatives of the Purchaser and the Seller.
6. Annexes to the Contract form its integral part:
 - Annex no. 1: Equipment Technical Parameters and related obligations of the Seller.
 - Annex no. 2: License Agreement specified by the Seller
 - Annex no. 3: Authorization of the Dean of the Faculty of Applied Sciences of University of West Bohemia in Pilsen to Act on Behalf of University of West Bohemia in Pilsen.
7. The Contracting Parties declare that they have carefully read the Contract before signing, and agree with its content; in witness thereof both Contracting Parties attach their signatures.

In Haar, date ..09.12.2014



On behalf of the Seller
Konstantin Mazala, Area Account Manager

In Pilsen, date ..12/12/2014



On behalf of the Purchaser
doc. RNDr. Miroslav Lávička Ph.D.
Dean of the Faculty of Applied Sciences
authorized to act on behalf of the
University

Annex no. 1 to the Purchase Contract

Product's Technical Specifications and Related Seller's Duties

Software consists of the following components, offering the following features:

One (1) OPC UA server toolkit source code, allowing the user to develop servers according OPC UA technical specifications, with the following features:

- possibility to develop an OPC server for soft PLC control systems (IEC 61131-3 software model supported);
- possibility to communicate data similarly to OPC ^{UA} ~~DA~~ specifications;
- possibility to handle asynchronous events and alarms;
- possibility to handle historical data;
- Software toolkit source code in C/C++ will be provided;
- Software toolkit will enable the development of OPC UA servers for both Windows and Linux operating systems.

A commercial license will be provided for the Software (toolkit). The Purchaser is a member of OPC Foundation.

Software Technical Support

Technical support for the Software is stipulated in the License Agreement specified by the Seller, representing Annex no. 2 to this Contract; support activities shall be provided for at least 12 months after the proper delivery and acceptance of the Software.



LICENSE AGREEMENT FOR SOFTWARE PRODUCTS

1 SUBJECT MATTER OF AGREEMENT

SUBJECT MATTER OF AGREEMENT between you ("LICENSEE") and Softing Industrial Automation GmbH ("SOFTING") is the computer program stored on a data carrier and the corresponding program documentation. (Hereinafter referred to as "SOFTWARE".) SOFTING points out that it is not possible, at the state of the art, to produce computer programs with high complexity which work free of errors in all applications and combinations.

2 PROPERTY RIGHTS, RIGHTS OF USE

With the purchase of the product the LICENSEE acquires only property of the medium on which the SOFTWARE is stored. As soon as we have received the full payment of the invoice, SOFTING grants the non-exclusive right to use the SOFTWARE only on a single computer and only at one place. The LICENSEE may transfer the SOFTWARE from one computer to another at any time, provided that the use of the SOFTWARE on the original computer was terminated. If the single computer is a multi-user system, the SOFTWARE can be used by all users of this system. If software of third parties is included into the SUBJECT MATTER ("Third Party Software" the license agreement of these third parties which is attached to the Third Party Software applies with priority. All rights not specifically granted above are retained by SOFTING, especially all ownership rights in and to the SOFTWARE and any copies thereof as well as all rights to publish, to copy, to adapt and to exploit. All rights on design, know-how and working methods, which are used by Softing remain with SOFTING.

3 SPECIAL RESTRICTIONS

The LICENSEE agrees without the prior written consent of SOFTING not

- to change, to compile, to reverse develop, to decompile, to disassemble the SOFTWARE, to produce derived products.
- to loan, rent, sub-license, grant any rights or otherwise transfer the SOFTWARE in any form. However, the first acquirer may make a one-time permanent transfer of the rights to use the SOFTWARE only direct to an end user. The transferee of such one-time transfer must agree to comply with the terms of this license agreement, including the obligation not to further transfer the right to use.
- to remove any proprietary, originator or copyright notices, labels or marks on the SOFTWARE or the documentation.
- to use the SOFTWARE in planes, in applications for the planning, construction, production or delivery of planes or parts thereof, in application in nuclear power plants, for navigation, for the production of weapons, in medical applications which may lead to personal injury, in applications, which might cause damages to water or in facilities which require official approval or are notifiable according to conservation regulations.

4 REPRODUCTION

The SOFTWARE and all associated documentation are protected by the copyright law. The LICENSEE may duplicate/copy the SOFTWARE only as far as this is necessary for the intended use of the SOFTWARE (e.g. installation of the SOFTWARE and loading into the memory) and/or for the production of a backup copy. Other duplications, including printing the program code and copying the documentation, are only allowed with the prior written consent of SOFTING. On all complete or partial reproductions of the SOFTWARE (including data medium), the LICENSEE shall attach the copyright notice and all other remarks concerning commercial protection rights in the same manner as these are contained in the original version of the SOFTWARE.

5 RECORDS

The LICENSEE is obligated to maintain accurate records which document the SOFTWARE including the current version, the place where it is installed or located and the number of produced copies. The LICENSEE will submit the record to SOFTING on request.

6 TERM OF AGREEMENT

The rights to use the SOFTWARE are granted for an indefinite term. The LICENSEE and the LICENSEE's right to use the SOFTWARE are automatically terminated if the LICENSEE fails to comply with any provision of this Agreement. In this case, SOFTING will terminate this agreement by written notice. Then the LICENSEE is obligated to destroy

all copies of the SOFTWARE being in his possession, including all documentation, data carriers and copies thereof.

7 CLAIMS IN CASE OF DEFECTS

- The contract subject matter is free of defects, if at the moment of transfer of risk it shows the composition described in the product or performance description and is free of defects in title.
- The term within which the LICENSEE can assert his claims is one year as of delivery or as acceptance. Defects must be reproducible, or they must be indicated by computer output.
- In case of a defect according to section 7.1 SOFTING has the choice to meet the LICENSEE's claims either by repair or by delivery of new goods. The LICENSEE may ask for reduction of the payment or of withdrawal from the contract only if the LICENSEE has given unsuccessfully a grace of at least three weeks for fulfillment or SOFTING's attempts of repair or new delivery have failed at least three times. In case of the withdrawal LICENSEE has to combine the setting of the term with the penalty of refusal.
- Precondition for claims is the proper handling and an adequate use of the products and a save and appropriate place. The LICENSEE's claim is terminated for work or products which LICENSEE changes or interferes with in some other way without SOFTING's written permission. The same applies if products are handled improperly or in a way which is not conformant with the manual of the product or if the product was repaired by a third party in a way which is not conformant with the requirements for repair.
- If the examination of a notice of defect shows that there is no defect, the costs for the examination will be charged at the valid hourly rates.
- LICENSEE is obliged to provide SOFTING with the support necessary for removing the defect (error description, documents, testing times etc.).

8 LIABILITY

- SOFTING is liable - independently of the grounds - without limitations for intent and gross negligence as well as for damages caused by injury of life, of body or of health. The same applies for claims where the product liability law constitute a liability as well as SOFTING has given a guarantee for the composition of the subject matter.
- SOFTING is liable for slight negligence only insofar as an obligation is broken the obedience of which is of particular significance to the achievement of the aim of the contract (cardinal obligation). The liability is limited to five times the price stipulated in the contract and to those damages on whose emergence SOFTING has to reckon in the context of a typical contract.
- Furthermore, SOFTING is liable within the framework of the legal regulations to the extent that damages are covered by SOFTING's liability insurance.
- Any additional claims for damages are excluded.
- Claims for damages - independently of the grounds - shall be time-barred 12 months after the damage becomes known.
- The LICENSEE accept as a cardinal obligation to save the data in intervals which are adequate to the foreseen application, but at least once the day. In case of a loss of data for which SOFTING has to stand for SOFTING shall only be liable for the restoration in the extent which would have resulted if the data securing would have been performed according to this agreement.

9 MISCELLANEOUS

The SOFTWARE is delivered exclusively in accordance with the terms of this License Agreement. Any purchase conditions of the LICENSEE are not applicable, even if the LICENSEE refers to them in its order. Place of jurisdiction shall be Munich; place of performance shall be Haar. German law shall apply. The Hague convention on contracts for international sale of goods (UNICITARL) is excluded.

Please address questions regarding this Agreement to:
Softing Industrial Automation GmbH, Richard-Reitzner Allee 6, 85540 Haar, Germany,
Phone: +49 (89) 4 56 56-0, Fax: +49 (89) 4 56 56-399

LIZENZVEREINBARUNG FÜR SOFTWARE-PRODUKTE

1 GEGENSTAND DES VERTRAGES

Gegenstand des Vertrages zwischen Ihnen („LIZENZNEHMER“) und der Softing Industrial Automation GmbH („SOFTING“) ist das auf dem Datenträger aufgezeichnete Computerprogramm sowie die zugehörigen schriftlichen Programmbeschreibungen. Sie werden im Folgenden auch als „SOFTWARE“ bezeichnet.

SOFTING macht darauf aufmerksam, dass es nach dem Stand der Technik nicht möglich ist, Computer-Software so zu erstellen, dass sie in allen Anwendungen und Kombinationen fehlerfrei arbeitet.

2 INHABERSCHAFT AN RECHTEN, NUTZUNGSRECHTE

Der LIZENZNEHMER erhält mit dem Erwerb des Produktes nur Eigentum an dem körperlichen Datenträger, auf dem die SOFTWARE aufgezeichnet ist.

SOFTING gewährt, sobald der LIZENZNEHMER den vollen Rechnungsbetrag bezahlt hat, das nicht ausschließliche Recht, die SOFTWARE nur auf einem einzelnen Computer und nur an einem Ort zu nutzen. Ein Wechsel der Nutzung auf einen anderen Computer ist möglich, vorausgesetzt, dass zuvor die Nutzung auf dem ursprünglichen Computer eingestellt wurde.

Ist der einzelne Computer ein Mehrbenutzersystem, so gilt dieses Nutzungsrecht für alle Nutzer dieses Systems.

Bezüglich Software von Drittfirmen, die zum Vertragsgegenstand gehören („Fremdsoftware“), gelten vorrangig zu diesen Lizenzbedingungen die der Fremdsoftware beigefügten Lizenzbedingungen der jeweiligen Drittfirma.

Alle über die vorstehend eingeräumten, hinausgehenden Rechte verbleiben bei SOFTING, insbesondere alle Veröffentlichungs-, Vervielfältigungs-, Bearbeitungs- und Verwertungsrechte. Alle Rechte an Designs, Know-how und Arbeitsmethoden liegen bei SOFTING.

3 BESONDERE BESCHRÄNKUNGEN

Dem LIZENZNEHMER ist untersagt, ohne vorherige schriftliche Einwilligung von SOFTING:

- die SOFTWARE abzuändern, zu übersetzen, zurückzuentwickeln, zu entkompilieren oder zu entassemblieren, von der SOFTWARE abgeleitete Werke zu erstellen oder die Dokumentation zu übersetzen, abzuändern oder davon abgeleitete Werke zu erstellen.
- die SOFTWARE zu verleihen, zu vermieten, zu sublizenzieren oder irgendwelche Rechte an der SOFTWARE zu vergeben oder sonst wie zu übertragen. Jedoch darf der erste Erwerber der Nutzungsrechte an der SOFTWARE diese einmalig und dauerhaft nur direkt an einen Endnutzer übertragen. Der Empfänger muss sich mit den Bestimmungen dieser Lizenzvereinbarung einverstanden erklären, insbesondere der Bestimmung, die Rechte nicht weiter zu übertragen.
- irgendwelche Eigentums-, Urheberrechts- oder Copyright-Vermerke und Etiketten oder Kennzeichnungen zu entfernen.
- die SOFTWARE einzusetzen in Flugzeugen, in Anwendungen zur Planung, Konstruktion, Herstellung oder Lieferung von Flugzeugen oder deren Teilen, in Anwendung in Kernkraftwerken, zur Navigation, zur Erzeugung von Waffen, in medizinischen Anwendungen, in denen es zu Schädigungen von Menschen kommen kann, in Anwendungen, die Gewässerschäden hervorrufen können oder in Anlagen, die einer Genehmigungs- oder Anzeigepflicht unterliegen.

4 VERVIELFÄLTIGUNG

Die SOFTWARE und alle Dokumentationen sind urheberrechtlich geschützt.

Der LIZENZNEHMER darf die SOFTWARE nur vervielfältigen/kopieren, soweit dies für die bestimmungsgemäße Benutzung der SOFTWARE (z.B. Installation der SOFTWARE und Laden in den Arbeitsspeicher) und/oder zur Erstellung einer Sicherungskopie erforderlich ist. Weitere Vervielfältigungen, zu denen auch das Ausdrucken des Programmcodes und das Kopieren der Dokumentation zählen, sind nur mit vorheriger schriftlicher Einwilligung von SOFTING zulässig.

Der LIZENZNEHMER wird auf allen vollständigen oder teilweisen Vervielfältigungen der SOFTWARE (einschließlich Datenträger) den Copyright-Vermerk und alle sonstigen Hinweise auf gewerbliche Schutzrechte in gleicher Weise anbringen, wie sie in der Original-Version der SOFTWARE enthalten sind.

5 AUFZEICHNUNGEN

Der LIZENZNEHMER verpflichtet sich, Aufzeichnungen zu führen, welche die SOFTWARE einschließlich der jeweiligen Version, den Ort, an dem sie sich befindet, und die Anzahl der erstellten Kopien dokumentieren. Auf Anforderung wird der LIZENZNEHMER diese Aufzeichnungen SOFTING vorlegen.

6 DAUER DES VERTRAGES

Die Nutzungsrechte werden auf unbestimmte Zeit gewährt. Das Recht des LIZENZNEHMERS zur Nutzung der Software erlischt, wenn der LIZENZNEHMER schwerwiegend gegen die Einsatzbeschränkungen und seine Pflichten zum Programmschutz gemäß diesem Vertrag verstößt. In diesem Fall wird SOFTING die Nutzungsrechte schriftlich kündigen. Der LIZENZNEHMER ist dann verpflichtet, den Originaldatenträger wie alle Kopien der SOFTWARE einschließlich etwaiger abgeänderter Exemplare sowie die Dokumentation zu vernichten.

7 ANSPRÜCHE BEI MÄNGELN

7.1 Der Vertragsgegenstand ist frei von Mängeln, wenn er bei Gefahrübergang die in der Produkt- bzw. Leistungsbeschreibung beschriebene Beschaffenheit hat und keine Rechtsmängel aufweist.

7.2 Die Frist, innerhalb der der LIZENZNEHMER seine Ansprüche geltend machen kann, beträgt ein Jahr ab Ablieferung. Mängel müssen reproduzierbar sein oder durch maschinelle Ausgaben aufgezeigt werden können.

7.3 Im Falle von Mängeln gemäß dem voranstehenden Abschnitt stehen dem LIZENZNEHMER nach unserer Wahl ein Anspruch auf Nachbesserung oder Ersatzlieferung zu. Minderung oder Rücktritt kann der LIZENZNEHMER erst verlangen, wenn er erfolglos eine Frist zur Leistung oder Nacherfüllung von mindestens drei Wochen gesetzt hat oder SOFTINGs Versuch einer Nachbesserung oder Ersatzlieferung mindestens dreimal fehlgeschlagen ist. Im Fall des Rücktritts muss der LIZENZNEHMER die genannte Fristsetzung mit einer Ablehnungsandrohung verbinden.

7.4 Voraussetzung für Mängelansprüche ist die ordnungsgemäße Handhabung und Verwendung der Produkte und ein sicherer und geeigneter Standort. Es bestehen keine Ansprüche, wenn das Produkt ohne SOFTINGs schriftliche Zustimmung geändert oder angepasst wurde, unsachgemäß oder in einer Weise behandelt wurde, die nicht dem Handbuch für das Produkt entspricht oder von einem Dritten in einer Weise repariert wurde, die den Wartungsanforderungen nicht entspricht.

7.5 Ergibt die Überprüfung einer Mängelanzeige, dass ein Mangel nicht vorliegt, werden die Kosten der Überprüfung zu den jeweils gültigen Stundensätzen berechnet.

7.6 Der LIZENZNEHMER verpflichtet sich, SOFTING die zur Mangelbeseitigung erforderliche Unterstützung (Beschreibung der Fehler, Testzeiten etc.) zu gewähren.

8 HAFTUNG

8.1 SOFTING haftet, gleich aus welchem Rechtsgrund, unbeschränkt für Vorsatz und grobe Fahrlässigkeit, für Schäden, die auf einer Verletzung des Lebens, des Körpers oder der Gesundheit beruhen, für die das Produkthaftungsgesetz eine zwingende Haftung vorsieht sowie in den Fällen, in denen SOFTING eine Garantie für die Beschaffenheit des Vertragsgegenstandes übernommen hat.

8.2 Für leichte Fahrlässigkeit haftet SOFTING nur, sofern eine Pflicht verletzt wird, deren Einhaltung für die Erreichung des Vertragszwecks von besonderer Bedeutung ist (Kardinalpflicht). Die Haftung wird auf das Fünffache der vertraglich vereinbarten Vergütung begrenzt. Sie erstreckt sich nur auf solche Schäden, mit deren Entstehung vertragstypischerweise gerechnet werden muss.

8.3 SOFTING haftet darüber hinaus im Rahmen der gesetzlichen Bestimmungen, soweit diese Schäden durch ihre Betriebshaftpflichtversicherung gedeckt sind.

8.4 Weitergehende Schadensersatzansprüche sind ausgeschlossen.

8.5 Schadensersatzansprüche, gleich aus welchem Rechtsgrund, verjähren 12 Monate nach Bekannt werden des Schadens.

8.6 Der LIZENZNEHMER übernimmt es als wesentliche Vertragspflicht, Daten in adäquaten Intervallen, jedoch mindestens täglich einmal, zu sichern. Im Falle eines von SOFTING zu vertretenden Datenverlustes wird für die Wiederherstellung nur in der Höhe des Aufwandes gehaftet, der entstanden wäre, wenn die Sicherung vertragsgemäß durchgeführt worden wäre.

9 VERSCHIEDENES

Die SOFTWARE-Lieferung erfolgt ausschließlich zu den Bedingungen dieser Lizenzvereinbarung. Die (Einkaufs-)Bedingungen des LIZENZNEHMERS finden selbst dann keine Anwendung, wenn er in seiner Bestellung auf diese hinweist.

Gerichtsstand ist München. Erfüllungsort ist Haar. Es gilt deutsches Recht. Das einheitliche UN-Kaufrecht wird ausgeschlossen.

Bei Fragen zu diesem Vertrag wenden Sie sich bitte schriftlich an: Softing Industrial Automation GmbH, Richard-Reitzner-Allee 6, 85540 Haar

Tel: +49 (89) 4 56 56-0; Fax: +49 (89) 4 56 56-399



ZÁPADOČESKÁ
UNIVERZITA
V PLZNI

rektorka

POVĚŘENÍ

(v souladu se zák. č. 262/2006 Sb.; zákoník práce, ve znění pozdějších předpisů, zák. č. 111/1998 Sb., o vysokých školách, ve znění pozdějších předpisů; zák. č. 137/2006 Sb., o veřejných zakázkách, ve znění pozdějších předpisů)

Západočeská univerzita v Plzni, IČO: 49777513, se sídlem Plzeň, ul. Univerzitní 8/2732, PSČ: 306 14, jednající doc. PaedDr. Ilonou Mauritzovou, Ph.D., rektorkou, tímto

pověřuje

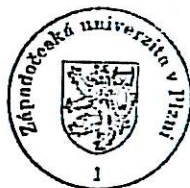
v souladu (i) s Rozhodnutím rektora č. 33R/2013 – Organizačním řádem Západočeské univerzity v Plzni ze dne 17. 12. 2013, ZCU 039203/2013, (ii) se zák. č. 111/1998 Sb., o vysokých školách; (iii) Statutem Západočeské univerzity v Plzni ze dne 30. 05. 2014,

jméno: Miroslav, příjmení: Lávička, narozen dne: 26. března 1971, bytem: Sídliště 716, 330 12 Horní Bříza, funkce: děkan Fakulty aplikovaných věd, zaměstnanec Západočeské univerzity v Plzni, zejména k:

- zajištění všech úkonů souvisejících s organizací, koordinací a výkonem činností při zadávání veřejných zakázek ve smyslu zák. č. 137/2006 Sb., o veřejných zakázkách, ve znění pozdějších předpisů, v rámci Operačního programu Výzkum a vývoj pro inovace, projekt NTIS, CTPVV;
- k podpisu všech právních úkonů souvisejících se zadáváním veřejných zakázek ve smyslu zák. č. 137/2006 Sb., o veřejných zakázkách, ve znění pozdějších předpisů, v rámci Operačního programu Výzkum a vývoj pro inovace, projekt NTIS, CTPVV.

Toto pověření je platné ode dne jeho přijetí doc. RNDr. Miroslavem Lávičkou, Ph.D. a účinné od 1. 9. 2014.

V Plzni dne: 1. 8. 2014



.....
doc. PaedDr. Ilona Mauritzová, Ph.D., rektorka ZČU

Uvedené pověření přijímám:

.....
doc. RNDr. Miroslav Lávička, Ph.D., děkan FAV