

PURCHASE CONTRACT

between

ELDA S.A. (hereinafter referred to as the "Seller")

9 rue des Cordelières - 75013

Paris, FRANCE

and

University of West Bohemia in Pilsen



referred to as the “Goods”), that will enable training of acoustic and language models of a multi-lingual system for automatic speech recognition, on an electronic medium, (for example a CD), including a **Written report for every single database** showing particularly that each database has been subject to a complex validation process that guarantees, for each of the databases, to contain data in the format and structure required by the Purchaser (hereinafter referred to as the “Goods”), to the Purchaser, and to grant the rights to use to the Goods to the Purchaser. Together with the Goods, the Seller undertakes to transfer to the Purchaser the title to exercise the rights given by the permission (license) – granted without any time or territorial limits – to all possible ways of use pursuant to the Copyright Act no. 121/2000 Coll., as amended. **Annex no. 1**, which forms an integral part of this Contract, gives specifications of the Goods in full detail.

- 2.2. The Seller’s commitment also includes transportation of the Goods to the place of delivery pursuant to Article III herein (including possible insurance of the Goods during transportation).
- 2.3. The Purchaser undertakes to accept the Goods supplied by the Seller under the terms and conditions specified in Article II herein, and to pay the stipulated purchase price for the Goods to the Seller using the payment method, and by the due date, stipulated herein.
- 2.4. Each and every time the term “Goods“ is used in the Contract herein, it shall also mean all specific goods (the individual databases).

III.

Time and Place of Delivery, Use of Software

- 3.1. The Seller undertakes to deliver the Goods to the Purchaser and to fulfil its obligations pursuant the Article II of the Contract within thirty (30) days upon entering into the Contract.
- 3.2. Should the Seller be in delay fulfilling obligations specified in Section 3.1. of the Contract herein, the Purchaser will be entitled to request the Seller to pay a contractual penalty amounting to 0.05% of the purchase price of the specific Goods for every breach of duty – every single delay of every database in question, and for every, even incomplete, day of the delay; the right of the Purchaser to request damages will not be prejudiced.
- 3.3. The Contracting Parties have agreed herein to write a **Memorandum of Transfer** for delivery of each specific Goods – a single database; the Memorandum will contain at least a brief description of each database, the date of delivery and acceptance of the specific Goods, and signatures of authorized representatives of both Contracting Parties.
- 3.4. The **place of delivery** is the University of West Bohemia in Pilsen, Faculty of Applied Sciences, Technicka 8, 306 14 Plzen, Czech Republic; or, if appropriate or needed, any other place according to the instructions of the Purchaser.
- 3.5. On the day of transfer of the Goods to the Purchaser, the Seller undertakes, pursuant to the Contract herein, to transfer to the Purchaser the title to exercise the rights given by the **permission (licence)** delivered together with the Goods (each database), within the scope necessary for the proper and full use of the Goods, i.e., e.g. the authorization to use, edit, process and combine the Goods with another work, include it in a collection of works, and use such modified work in all manners of use without any restrictions; to conduct internal research and development using the Goods (the data). The licence is granted without any time and territorial limits; the compensation for the granted license is included in the purchase price of the Goods. The Purchaser is not obliged to use this license.
- 3.6. The Seller declares that it is authorized to grant such a license, that there are no limitations imposed by third parties – natural or legal persons – and that the relevant licence is not subject to any rights of third parties pursuant to the Copyright Act no. 121/2000, Coll., as amended, or to any other law. Should the rights of the Purchaser be limited by a third party, or should a third party prevent the Purchaser from proper exercise of these rights, the Seller agrees and undertakes to stop such behaviour at its own expense and to compensate the Purchaser for possible damage.

- 4.7. A tax document (the invoice) must contain all elements of a proper accounting and tax document pursuant to the relevant legislation, namely the Value Added Tax Act no. 235/2004, Coll., as amended. Should an invoice miss any relevant element, 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 received by the Purchaser.
- 4.8. The invoice will be due 30 days after it is demonstrably received by the Purchaser.
- 4.9. Should the Purchaser be in default with payment of the invoice, the Seller will be entitled to request an interest on late payment of 0.05% of the amount due for every, even incomplete, day of the delay from the Purchaser.
- 4.10. The Purchaser will be entitled to off-set any contractual penalties that the Seller is obliged to pay against the invoiced amount.

V.

Rights and Obligations of the Contracting Parties

- 5.1. The Seller will be obliged to deliver the Goods in the agreed quantity, quality and design. All the Goods supplied to the Purchaser according to this Contract must meet the qualitative requirements as stipulated herein.
- 5.2. The Seller will be obliged to supply to the Purchaser Goods free of any defects and according to the terms and conditions stipulated herein. The Memorandum of Transfer certifying the handover of Goods may not be signed before a complete delivery of Goods is supplied to the Purchaser, including relevant associated tasks and services stipulated herein. The Purchaser will be entitled to reject defective Goods.
- 5.3. The Seller will be obliged to supply exhaustive technical documentation necessary for the use of the Goods to the Purchaser together with the Goods; the said documentation will be in the English or Czech language, in electronic form.
- 5.4. The Purchaser assumes the right to use the Goods on the day the Goods is properly delivered and accepted by the Purchaser on the grounds of a signed Memorandum of Transfer confirming the receipt of Goods. Risk of damage to the Goods is assumed by the Purchaser on the same day.
- 5.5. The Seller is obliged to immediately inform the Purchaser about possible risk that the deadline will not be met, and about any circumstances that might prevent the Goods from being delivered.
- 5.6. The Seller is not entitled to assign any rights or obligations arising from this Contract to a third party without obtaining a previous written consent of the Purchaser.
- 5.7. The Seller agrees that any receivables that may be claimed from the Purchaser and that come into existence based on this Contract may not be assigned or set off by a unilateral legal act.
- 5.8. The Seller will be liable to the Purchaser for any damage caused by violation of duties stipulated in this Contract or obligations stipulated by generally binding legal regulations.
- 5.9. The Contracting Parties agreed, and the Seller determined, that the person authorized to act on behalf of the Seller in matters relating to the Contract herein and its execution is:
- Name: Khalid Choukri
E-mail: choukri@elda.org
Phone: +33 1 43 13 33 33
- 5.10. The parties agreed, and the Purchaser determined, that the person authorized to act on behalf of the Purchaser in matters relating to the Contract herein and its execution is:
- Name: Vlasta Radová
Email: radova@kky.zcu.cz



VIII.

Closing Provisions

- 8.1. The relationship between the Parties will be governed by Czech law. Unless expressly stipulated otherwise in the Contract, the relationships that come into existence based on this Contract and arising from this Contract are governed by the relevant provisions of the Civil Code, Act no. 89/2012, Coll., as amended, and other applicable laws.
- 8.2. All and any changes and amendments to the Contract may only be made by a written agreement of the Contracting Parties and must respect provisions of the Public Contracts Act, Section 222. Such agreements must be in the form of numbered amendments to the Contract signed by both Parties and dated.
- 8.3. If any of the Parties is unable to duly perform this Contract due to circumstances preventing it from doing so, the Party will be obliged to inform the other Party about the fact without undue delay and initiate a meeting of the Purchaser's and Seller's representatives.
- 8.4. If a reason causing one provision to be invalid only affects a certain provision of the Contract, only this particular provision will be invalid, unless its nature or the circumstances under which it was stipulated indicate that it is not severable from the rest of the Contract.
- 8.5. The Contracting Parties will always strive to reach amicable settlement of possible disputes arising from the Contract. Possible disputes arising from this Contract will be resolved in accordance with the valid laws by local authorities with appropriate competences in the Czech Republic. In accordance with the Civil Procedure Code, Act no. 99/1963, Coll., Section 89(a), as amended, the Contracting Parties have agreed that disputes arising from this Contract or relating to this Contract will be resolved by the district or regional court in Plzeň.
- 8.6. The Contract is made out in two (2) identical copies, each of which is valid as original. Each of the Contracting Parties will receive two (2) identical copies.
- 8.7. Annex no. 1 – Detailed Technical Specification of the Goods, and Annex no. 2 – User Agreement, form an integral part of the Contract – form an integral part of the Contract.
- 8.8. The Contracting Parties declare that they have read the Contract before signing, and agree with its content without any reservations. The Contract expresses their sincere, real, free and serious will. To demonstrate that these statements are authentic and true, the authorized representatives of the Contracting Parties attach signatures in their own hand.

In Pilsen

In Paris, France

Date - 6 -04- 2017

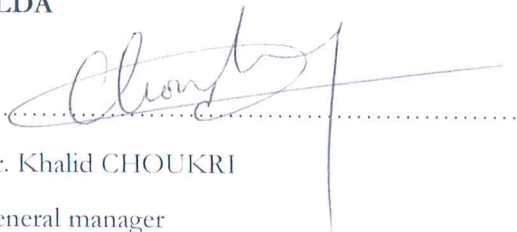
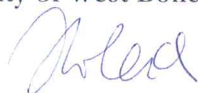
Date: 29 March 2017

On behalf of the Purchaser:

On Behalf of the Seller:

University of West Bohemia in Pilsen

ELDA



doc. Dr. RNDr. Miroslav HOLEČEK

Dr. Khalid CHOUKRI

Rector

General manager



Annex no. 1 to the Contract – Detailed Technical Specification of the Goods

Technical requirements for the required SpeechDatabases:

Database for the Development of Dictation Applications for the Polish Language (ELRA-S0179)

- sample rate 16 kHz, resolution 16 bits
- microphone channel
- various recording environments
- the database has to contain:
 - recordings of at least 500 native speakers together (both men's and women's voices of various age-groups)
 - transcription including all possible non-speech events
 - information specifying which of the speakers uttered the individual utterance
 - following specific utterances: minimum of 30 phonetically rich sentences, isolated digits, connected digits, letter sequences, names of towns or streets, proper names, and Internet addresses

Database for the Development of Dictation Applications for the French Language (ELRA-S0168)

- sample rate 16 kHz, resolution 16 bits
- microphone channel
- various recording environments
- the database has to contain:
 - recordings of at least 500 native speakers together (both men's and women's voices of various age-groups)
 - transcription including possible non-speech events
 - information specifying which of the speakers uttered the individual utterance
 - following specific utterances: minimum of 30 phonetically rich sentences, isolated digits, connected digits, letter sequences, names of towns or streets, proper names, and Internet addresses

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Annex no. 2 to the Contract - User Agreement



**LANGUAGE RESOURCES
END-USER AGREEMENT**

(Agreement Ref. No. LC/ELDA/END-USER/2017/015/UWBOHEMIA)

This agreement is made by and between:

University of West Bohemia, (hereinafter called **END-USER**), having its principal place of business at: Univerzitni 8, 306 14 Plzen, Czech Republic,
and represented by: doc. Dr. RNDr. Miroslav Holeček
acting as: rector.....

AND

ELDA S.A.S., (hereinafter called **DISTRIBUTOR**), the distribution agency commissioned by ELRA, having its principal place of business at: 9 rue des Cordelières - 75013 Paris, FRANCE
Société par Actions Simplifiée registered at the Tribunal de commerce de Paris (with a registered capital of 250,000 €):
RCS Paris B 402 781 876 (95b147 95),
and represented by Mr. Khalid CHOUKRI, acting as the Managing Director of ELDA,

- both referred to as "the parties" -

whereby it is agreed as follows:

1. **Language Resources**, object of this AGREEMENT, for which DISTRIBUTOR obtained distribution rights from the rightful holder, are described in Exhibit A.
2. The site of use of the **Language Resources** is mentioned in Exhibit B.
3. Within this AGREEMENT END-USER is engaged in *bona fide* language engineering research activities.
4. DISTRIBUTOR grants END-USER the right to reproduce the **Language Resources** temporarily or permanently, to translate, adapt, arrange and modify by any means the **Language Resources**, if one or all of these acts, which normally require an authorization from the **Language Resources** owner, are necessary to access and make the agreed use of the contents of the **Language Resources**.
5. DISTRIBUTOR grants END-USER the right to rework and build upon the **Language Resources**, or any component thereof, as necessary or desirable for the purposes of their own internal language engineering research activities. All rights granted hereunder are perpetual, royalty free and worldwide.
6. END-USER is not permitted to distribute and market any derivative product or service based on all or a substantial part of the **Language Resources**.

Add your initials here :

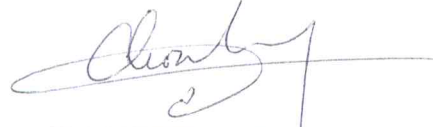
The entire AGREEMENT is composed of the 17 articles herein together with Exhibits A, B, and C thereafter.

In witness whereof, intending to be bound, the parties hereto have executed this AGREEMENT by their duly authorized officers.

AUTHORISED BINDING SIGNATURES:



On behalf of University of West Bohemia
Name: doc. Dr. RNDr. Miroslav Holecěk
Position: Rector
Date: 6.4.2017



On behalf of ELDA
Name: Khalid CHOUKRI
Position: Managing Director
Date: 29 March 2017

