

GENERAL TERMS AND CONDITIONS

ARTICLE 1: GRANT OF LICENSE

- 1.1 DOC. RNRD. BOHUMILA LENCOVA, CSC, Software for Particle Optics Computations, hereafter called SPOC, grants to LICENSEE a non-transferable and non-exclusive license to use the PROGRAM PACKAGE under the terms and conditions stated in the AGREEMENT and for a period of time identified in article 7.
- 1.2 SPOC provides thereto the PROGRAM PACKAGE as defined on the reverse side, which can be read and then run by the REQUIRED HARDWARE.
- 1.3 LICENSEE shall have the right to use the PROGRAM PACKAGE only at the LICENSEE ADDRESS on several computer systems by several users and on portable computers assigned by the LICENSEE, provided the users of the PROGRAM PACKAGE are acquainted with these GENERAL TERMS AND CONDITIONS.
- 1.4 LICENSEE may make copies of the PROGRAM PACKAGE for using the PROGRAM PACKAGE on the designated systems, for archive purpose or emergency restart.
- 1.5 LICENSEE agrees to reproduce and include the same labels and notices on all copies that are present on the original material.
- 1.6 LICENSEE shall not voluntarily or involuntarily transfer, sell, rent, distribute or sublicense the PROGRAM PACKAGE or make it available in any form to others.

ARTICLE 2: OWNERSHIP AND SECURITY

- 2.1 Title to and ownership of the PROGRAM PACKAGE shall at all times remain by the owners.
- 2.2 SPOC guarantees to have the right to grant licenses and that to the best knowledge of SPOC the PROGRAM PACKAGE used within the scope of the AGREEMENT does not infringe on any patent, copyright or trademark.
- 2.3 SPOC indemnifies the LICENSEE of infringement on any patent or copy rights related to the use of the PROGRAM PACKAGE.
- 2.3 LICENSEE agrees to keep the PROGRAM PACKAGE confidential, specifically LICENSEE agrees to limit the access by unauthorized persons to the computer systems on which the PROGRAM PACKAGE is installed and to the PROGRAM PACKAGE itself.

ARTICLE 3: LIMITATIONS OF LICENSE

- 3.1 LICENSEE may not reverse-engineer, disassemble or decompile the software.
- 3.2 LICENSEE agrees not to use the PROGRAM PACKAGE for the benefit of a third party. The program bought at the educational discounted price will be used only for educational non-profit making purposes.
- 3.3 The AGREEMENT allows the PROGRAM PACKAGE to be used at the USER ADDRESS by several persons at any time.
- 3.4 LICENSEE agrees to provide reference to the PROGRAM PACKAGE in case results obtained with the PROGRAM PACKAGE are published. The suitable reference is given in the AGREEMENT by REFERENCES as "Lencová B. and Wisselink G. (2000), ELECTRON OPTICAL DESIGN PROGRAM PACKAGE" or giving the author's and package names in the list of references.

ARTICLE 4: WARRANTY

- 4.1 SPOC guarantees during a period of three months after delivery, that the PROGRAM PACKAGE functions according to its specifications which means exclusively that the examples from the manual can be reproduced by the executable code on the REQUIRED HARDWARE. SPOC can charge the costs of repair (including travel expenses and work hours) in case a defect or suspected defect in the PROGRAM PACKAGE turns out not to be caused by intrinsic errors in the code.
- 4.2 SPOC's entire liability and the exclusive remedy of LICENSEE shall be, at SPOC's option, either a return of the LICENSEE FEES or repair or replacement of the PROGRAM PACKAGE.
- 4.3 The PROGRAM PACKAGE is provided to LICENSEE "as is" and without further warranty than stated in article 4.1 and

article 4.2. In no event shall SPOC be liable for special, indirect or consequential damages arising out of or in connection with the use or the performance of the PROGRAM PACKAGE, even if SPOC has been advised of the possibility of such damages, and LICENSEE shall indemnify and hold harmless SPOC for any alleged liability. By way of example but not of limitation, SPOC makes no representations or warranties that the use of the PROGRAM PACKAGE will not infringe on any patent, copyright or trademark, or that the PROGRAM PACKAGE is fit for any particular purpose or that the results of the calculations obtained with the PROGRAM PACKAGE are correct.

ARTICLE 5: SERVICE AND NEW RELEASES

- 5.1 In case of new releases of the PROGRAM PACKAGE within the first six months after the date of this AGREEMENT, SPOC will provide an updated copy to LICENSEE without charge, except for local taxes and/or duties.
- 5.2 In case of new releases of the PROGRAM PACKAGE after six months have passed since the date of this AGREEMENT, these may at SPOC's option, be marketed as new products.
- 5.3 SPOC will not be responsible for the correcting of any bugs or deficiencies found by LICENSEE except as stated in article 4.1.
- 5.4 SPOC does not guarantee any support to LICENSEE with respect to applications or usage or adaptation to a different computer system than the REQUIRED HARDWARE. SPOC has the option to answer to written questions from LICENSEE either by a written statement that no support can be given, or by a quotation for paid support or by actual written suggestions as to how to solve the problem of LICENSEE.

ARTICLE 6: DELIVERY AND PAYMENT

- 6.1 SPOC will deliver the PROGRAM PACKAGE at the USER ADDRESS soon after SPOC has received a signed copy of this AGREEMENT from LICENSEE and a signed purchase order.
- 6.2 LICENSEE agrees that payment of LICENSE FEES shall be made to SPOC within thirty (30) days after delivery in the way indicated by SPOC. LICENSEE further agrees to pay all sales, use, property, excise and other taxes now or hereafter imposed by any government body or authorized agency on the use of the PROGRAM PACKAGE or the fees thereof. These taxes may not be deducted from the LICENSE FEES.
- 6.3 In case of overdue payment, SPOC can charge an interest of two percent (2 %) per month, besides the possibility of termination of the AGREEMENT.

ARTICLE 7: TERMINATION OF THE AGREEMENT

- 7.1 This AGREEMENT shall be effective from the date of delivery of the PROGRAM PACKAGE and shall remain in force until LICENSEE discontinues the use of the PROGRAM PACKAGE or until the AGREEMENT is terminated according to article 7.2.
- 7.2 In the event LICENSEE neglects or fails to perform or observe any of its obligations under this AGREEMENT, or if any assignment shall be made of its business for the benefit of creditors or if a receiver, trustee in bankruptcy or similar officer shall be appointed to take charge of all or part of its property, or if it is adjusted a bankrupt, this AGREEMENT and the License granted hereunder to LICENSEE shall immediately terminate.
- 7.3 Upon termination of the license herein granted, LICENSEE shall certify to SPOC in writing that all copies of the PROGRAM PACKAGE in whatever form in its possession or under its control have been destroyed, and will promptly return the original of the PROGRAM PACKAGE to SPOC. SPOC shall be allowed to have this verified.

ARTICLE 8: APPLICABLE LAW

- 8.1 This AGREEMENT shall be governed by the Laws of the Czech Republic.
- 8.2 Any disagreement that might arise between SPOC and LICENSEE, connected to this AGREEMENT, shall be pro-pounded to the district-court of Brno.