

LICENSE AGREEMENT

This DYNANIC License Agreement (hereinafter "Agreement") is made between Licensee and a company BrnoLogic, spol. s r.o., ID no. 11900865, registered office Bozetechova 1/2, Královo Pole, 612 00 Brno, Czech Republic (hereinafter "BrnoLogic") as of the Licensee's acceptance to be bound by this Agreement, for a license to use the full version of DYNANIC solution including its associated media, program documentation and printed materials, and/or electronic documentation (hereinafter "Software")

1. GRANT OF LICENSE

Subject to the terms and conditions and in consideration of the mutual promises set forth in this Agreement, BrnoLogic hereby grants to Licensee a non-exclusive, non-transferable license to use the Software.

The procedure for obtaining a license to use Software is as follows:

- (i)** The Licensee has in use a trial version of the Software.
- (ii)** To obtain the license to full version of the Software, the Licensee is obliged to pay a one-time license fee to BrnoLogic in the amount stated in the price list provided by the BrnoLogic. BrnoLogic shall invoice Licensee for the license fee identified in connection with this Agreement. Unless otherwise agreed, Licensee shall pay such invoices in full thirty (30) days after the invoice date, without any deduction, counterclaim or offset. The amounts payable to BrnoLogic pursuant to this Agreement are exclusive of VAT and any sales or use or other taxes or governmental charges. Licensee shall be responsible for payment of all such taxes or charges. If applicable, Licensee will provide BrnoLogic with valid certification of any exemption from tax or reduced rate of tax imposed by any applicable taxing authority at the time of order.
- (iii)** Licensee is obliged to provide BrnoLogic with the identification of the FPGA device on which the Software will be installed. This identification is available from the trial version of the Software. BrnoLogic reserves the right to request a different method of identification of the device.

(iv) The Licensee is then provided with the license to full version of the Software, for an indefinite period of time (hereinafter "License Term"). The license to full version of the Software shall be activated by a "key" provided by BrnoLogic to the Licensee. The license to full version of the Software is connected with a specific FPGA device on which the Software is installed and cannot be used with another FPGA device.

For the purposes of this Agreement, the right to use the Software shall include the right to utilize, run, access, store and display the Software. Licensee acknowledges and agrees that no license, right, title or interest in any trademark or trade name of BrnoLogic or any third party is granted to Licensee under this Agreement. Use of some open source and third-party software applications or components included in or accessed through the Software may be subject to other terms and conditions which are available upon request.

2. CUSTOMIZATION

In case of need and interest of the Licensee, BrnoLogic shall provide a Licensee with various modifications to the Software – customization of the Software. The customization of the Software in such a case shall take place based on individual requirements of the Licensee and a special agreement concluded between the Licensee and BrnoLogic. In the case of the provision of customized software, this Agreement is also fully applicable.

3. USE OF SOFTWARE

Licensee is obliged to use Software in accordance with User manual provided by BrnoLogic to the Licensee together with the Software. BrnoLogic warns that any use of Software contrary to the User manual may lead to irreparable harm to Licensee's hardware.

BrnoLogic may issue necessary updates of the Software to ensure the operation of the Software provided to Licensee free of charge. The Licensee hereby acknowledges that the installation of the necessary updates issued by BrnoLogic is necessary for the optimal functioning of the Software and BrnoLogic disclaims all liability for malfunction of the Software caused by failure of Licensee to properly install available necessary updates.

The Software is compatible with operation systems in versions as stated in User manual. The list of compatible operation systems may be updated from time to time.

4. INTELLECTUAL PROPERTY RIGHTS

Licensee acknowledges and agrees that all title, copyrights and other intellectual property rights in and to the Software (including but not limited to any images or text incorporated into the Software), any and all accompanying materials furnished to Licensee with the Software, are owned exclusively by BrnoLogic. Nothing in this Agreement may be construed to grant or transfer any rights in or to the Software to Licensee. Licensee understands that parts of the Software, licensed materials and related documentation may have been licensed to BrnoLogic from third parties.

5. RESTRICTED USE

Licensee may not reverse engineer, decompile, or disassemble the Software. Licensee may not rename, edit or create any derivative works from the Software. Licensee further agrees to use or to integrate Software with other software only if provided API (Application Programming Interface) specified in the User manual is used. The Software is licensed as a single product and its component parts may not be separated. Without prejudice to any other rights or remedies BrnoLogic may have, this Agreement including the license granted hereunder shall terminate automatically if Licensee fails to comply with the terms and conditions of this Agreement and BrnoLogic shall have the right to be indemnified by the Licensee against any cost, loss or damage suffered by BrnoLogic as a result of the said non-compliance of the terms and conditions of this Agreement by the Licensee.

6. SOFTWARE PROVIDED "AS-IS"

The Software is provided "as is" without any express or implied warranty of any kind. Licensee's use of Software is at Licensee's own risk. To the extent permitted by law, BrnoLogic excludes any implied warranties, including for satisfactory quality, fitness for a particular purpose and data accuracy and that Software will operate properly in

combination with other functionality, software or protocols. BrnoLogic shall not be liable for any damages caused by third-party modifications to the Software.

No guarantee of uninterrupted, timely, secure, or error-free operation of Software is made. In no event shall BrnoLogic be liable to Licensee or any third party for any direct, indirect, special, any incidental or consequential damage, loss of profits, business interruption, loss of information, whatsoever regardless of the nature of such damage arising out of the Licensee's use of, or inability to use, the Software, even if BrnoLogic has been advised of the possibility of such damage.

To the maximum extent permitted by applicable law: (i) In no event shall BrnoLogic be liable for any loss of data, lost profits, goodwill, or cost of procurement of substitute goods or services, or for any special, incidental, consequential or indirect damages arising under, related to, or in connection with this Agreement or the use or operation of the Software, in whole or in part, however caused and under any theory of liability; (ii) In no event shall the entire liability of BrnoLogic arising under, related to, or in connection with this Agreement, exceed the amount of license fee; (iii) These limitations and exclusions shall apply regardless of whether such loss was reasonably foreseeable or if BrnoLogic has been advised of the possibility of such damages; (iv) These limitations shall apply notwithstanding the failure of the essential purpose of any limited remedies herein. Notwithstanding any other provision of this Agreement, neither party excludes or limits its liability in any way for any matter that cannot, as a matter of applicable law, be limited or excluded.

7. CONFIDENTIAL INFORMATION

Unless stated otherwise, Licensee must maintain any confidential information which he/she obtains from BrnoLogic secret in a manner customary with regard to such information. The Licensee shall impose the duty of non-disclosure also upon his/her staff, agents and any third parties providing assistance, if such information was disclosed to them. The right to use, disclose and make available confidential information is given to Licensee only to the extent and on conditions necessary to ensure the proper exercising and performance of the rights and obligations arising from the Agreement. Notwithstanding the form in which information is recorded, confidential information

includes all information designated as such by BrnoLogic, if it relates to the Agreement and its performance and to BrnoLogic. Confidential information also includes trade secret, information about activities, structure, profit/loss and/or know-how of BrnoLogic, as well as information subject to special secrecy procedures in accordance with the law (particularly secret information, personal data, banking secrets). If any confidential information is accessed without due authorization, the Licensee must notify BrnoLogic immediately and make every effort to ensure that such information is not made available to unauthorized persons. Licensee agrees that (i) it will maintain the confidential information with at least the same degree of care that it uses to protect its own confidential and proprietary information, but not less than a reasonable degree of care under the circumstances; and (ii) it will not disclose the confidential information to any third party without the prior written approval of BrnoLogic. Confidential Information shall not include: (a) information which becomes publicly available other than through a breach of this Agreement; or (b) information rightfully received from a third party without any obligation of confidentiality; or (c) information generally made available to third parties by the disclosing party without restriction on disclosure.

8. SUPPORT

BrnoLogic shall have no obligation to provide support for the Software to the Licensee. The provision of support may be subject to a special agreement concluded by parties, at the request of the Licensee made via support@dyna-nic.com

9. ENTIRE AGREEMENT

This Agreement is the complete and exclusive agreement between Licensee and BrnoLogic relating to its subject matter, superseding all other prior arrangements, understandings, practices, communications and agreements between the parties. However, a special agreements may be concluded between the Licensee and BrnoLogic by means of a separate agreements, whereby in the event of the conclusion of special agreement which corresponds in its subject matter to the subject matter of this Agreement, the provisions of the special agreement shall prevail over the provisions of this Agreement, unless otherwise agreed between the parties.

10. EFFECT OF WAIVER; SEVERABILITY

Failure by a party to enforce any provision of this Agreement shall not be deemed a waiver of that provision or of any other provision of this Agreement. Any waiver of a provision of this Agreement at a particular time or under circumstances shall not have the effect of waiving any other provision, or of waiving the same provision at a different time or under different circumstances. If any provision or part of this Agreement shall, to any extent, be or become invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and every other provision of this Agreement shall remain valid and enforceable to the full extent permitted by law. Further, any term or condition that is held to be illegal or unenforceable shall remain in effect to the extent possible in accordance with the intention of the parties.

11. GOVERNING LAW

The Agreement shall be governed by law of the Czech Republic with exclusion of United Nations Convention on Contracts for the International Sale of Goods. All disputes or claims arising out of or in connection with the Agreement including disputes relating to its validity, breach, termination or nullity shall be finally settled by Czech courts