

LICENCE AGREEMENT



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Licence Agreement

This license agreement (hereinafter referred to as "Agreement") is concluded between the Faculty of Electrical Engineering, Czech Technical University in Prague, Technická 2, 166 27, Prague 6 - Dejvice (hereinafter referred to as "CTU"), and the person acquiring the right to use the Software (hereinafter referred to as "Client").

The Software is a copy of the computer program licensed to You under this Agreement and is specified in the license fee invoice (the "Software"). The Software includes the software (computer program), data, information, graphics, other content and documentation provided with the copy of the Software (both online and hard copy). A software (license) key is provided with the Software for the activation and use of the Software ("Software Key").

Client acknowledges acceptance of the terms of this Agreement by paying the invoice and/or installing, downloading, copying or otherwise using the Software. If Client does not agree to these terms, Client shall not use the Software and should return the Software to Vendor before completing the installation of the Software and/or use of the Software.

1. LICENSING AND LICENCE CONDITIONS

1.1. License. CTU grants the Client a non-exclusive right to use the Software, subject to the following conditions:

1.1.1. Purpose and use. The Client is entitled to use the Software for the purposes for which the Software is intended. The client may use the Software for both non-commercial and commercial purposes. The client may not:

- permit any third party to use or access the Software;
- not operate the Software on behalf of or for the benefit of any third party, including the operation of any service accessed by any third party;
- not reverse compile, decompile or otherwise translate the source code of the Software or otherwise attempt to derive source code from the Software;
- copy the Software or create any copies of the Software;
- modify or create derivative works based on the Software;
- may not rent, display, distribute and/or share the Software or copies thereof with the public;
- not create, develop, license, install, use or implement any software or services for the purpose of creating a workaround, activating, modifying or granting access, permissions or rights that violate the technical restrictions embedded in the Software.

In the case where the Client is a legal entity, the Client's employees shall not be considered a third party provided that they use the Software to perform their rights and obligations arising from their employment relationship with the Client.

- 1.1.2. Number of devices. One (1) License under this Agreement shall be associated with only one (1) Drone. The Software (one (1) Software License purchased under this Agreement) may only be used in connection with the operation of one drone owned by the Client.
 - 1.1.3. Territory. For the territory in which the license was purchased, provided that if the license was purchased in the EU, you may use the Software in all EU member states in accordance with the laws of the member states.
 - 1.1.4. Time. For the duration of the copyright or other intellectual property rights in the Software, provided that the Software (one (1) License purchased under this Agreement) is used in connection with only one (1) drone owned by Client at any time.
 - 1.1.5. Creating a backup. Customer may make one backup, unaltered backup copy of the Software only if strictly necessary in connection with its permitted use under this Agreement. Client shall maintain and accurately reproduce any copyright or other intellectual property rights notices on all copies or portions of the Software that Client makes.
 - 1.1.6. Resale of Software. Client shall not assign, lease, loan, sell, sublicense or otherwise transfer the Software, in whole or in part, or any rights granted under this Agreement, to any other person. The transfer of a purchased copy of the Software is also not possible together with the sale of the drone.
 - 1.2. License fee: the license fee is a one-time fee. The Client shall pay the license fee based on the invoice issued by CTU by the due date specified on the invoice. The invoice will include the number of Licenses purchased.
 - 1.3. Enforcement. The Software is protected by copyright and industrial rights both nationally and internationally. Unauthorised use of the Software (e.g. copying, distribution) has private and criminal consequences. CTU will enforce its rights to the fullest extent possible. The Client agrees to notify CTU of any unauthorized use of the Software.
 - 1.4. Intellectual property. The Software is licensed, not sold. By the Agreement, the Client does not acquire any intellectual property rights (e.g. copyrights, patents) or any rights in the Software other than those expressly set forth in the Agreement. The Software remains the exclusive property of CTU.
2. UPDATES AND SUPPORT SERVICES
- 2.1. Updates. CTU is under no obligation to provide updates, upgrades, extensions or enhancements to the Software. Limitation or elimination of the functionality of the Software

due to obsolescence or upgrade of hardware, operating system or other software on which the Software depends or whose functionality is related to the Software is not a defect or error in the Software.

2.2. Support Services. CTU is not obliged to provide technical or user support.

3. OTHER TERMS OF USE OF THE SOFTWARE

3.1. Rules of drone operation. It is the Client's obligation and sole responsibility to ensure compliance with the laws and other rules governing the operation of the drone, including privacy regulations and regulations governing the operation of drones in the airspace. The Client shall ensure that (1) it meets the age limit for operating and/or piloting a drone and (2) it holds all permits and licenses required for the operation of the drone, either generally for the operation of the drone or at the specific location of the drone operation.

3.2. Injury and Damage from Drone Operation. If, as a result of the use of the Software in the operation of a drone or the operation of a drone by the Client or persons under the Client's supervision, damage and/or injury to a third party occurs, the person liable for compensation shall be the Client alone. The provisions of Article 4.3 of this Agreement shall also apply to such situations.

3.3. Personal Data and Data. The Client's use of the Software does not involve any processing of personal data or other data by CTU. CTU does not have access to personal data and data entered into or made available to the Software by the Client.

3.4. Third Party Content. The Software may contain, include, make available content, data, information, applications, etc. of third parties ("Third Party Content"). CTU is not responsible for any third-party content (including accuracy, completeness, validity, quality, compliance with intellectual property protection, etc.). The terms of use of Third Party Content by Client shall be determined by the Third Party.

4. WARRANTY AND LIABILITY

4.1. No Warranty. Any information provided with the Software constitutes technical information only, and in no event shall such information be interpreted as providing any warranty or guarantee of any kind, including any warranty or guarantee regarding the fitness for purpose and manner of use of the Software. CTU does not warrant the functionality of the Software to be error-free or uninterrupted. CTU does not warrant the fitness of the Software for any particular purpose or method of use.

4.2. Liability. Neither CTU nor its suppliers, distributors or contractors shall be liable for any injury or damage (including damages for loss of business profits, business interruption) arising out of or relating to the use of or inability to use the Software. If liability cannot be excluded per the law, CTU's liability shall be limited to a maximum of EUR 100 (one hundred).

4.3. Indemnification. The Client shall indemnify CTU, its suppliers, distributors, and contractors against any claims (including claims for injury and/or damages) brought against them by any third party who suffers damage or injury as a result of the Client's use of the Software or the Client's inability to use the Software.

5. FINAL PROVISIONS

5.1. Export Regulations. The Software originates from the Czech Republic and is provided in accordance with the export and re-export control regulations of the Czech Republic and the EU. Client agrees that (1) it is not a person or acting on behalf of a person who has been directly or indirectly prohibited from acquiring and/or using the Software, (2) it will not use the Software in a manner or for a purpose prohibited by law, and (3) it will not directly or indirectly download, export, re-export or otherwise transfer the Software in violation of applicable national and international export and re-export control regulations, including, without limitation, the regulations of the European Union and the regulations of any other applicable country or jurisdiction. Client shall indemnify CTU against any and all claims, proceedings, actions, fines, losses, costs and damages arising out of or related to Client's non-compliance. The Client shall indemnify CTU against all losses and expenses incurred by CTU as a result of such non-compliance. This Article shall survive termination of this Agreement for any reason.

5.2. Termination. CTU may terminate this Agreement or the License with immediate effect by delivering notice to Client if Client violates any provision of this Agreement (including, but not limited to, the license provisions contained in Article 1 of the Agreement, failure to pay the license fee based on the invoice). In the event of termination of the Agreement, the Client shall remove and destroy all copies of the Software and Software (license) keys, including any backups, and shall not use the Software in any manner whatsoever. The Client may terminate the Agreement by deleting all copies of the Software and Software (license) keys, including all backups, in which case the Client shall not be entitled to a refund of the license fee paid and the Client shall not make any further use of the Software.

5.3. Non-enforcement. The failure of either Party to exercise or enforce any of its rights under this Agreement shall not be deemed a waiver of such rights. No waiver may be made except in writing.

5.4. Force Majeure. CTU shall not be liable for any failure to perform this Agreement or delay in performance due to Force Majeure, including, but not limited to, war, natural disasters, earthquakes, floods, embargoes, civil disturbances, acts of terrorism, sabotage, labour shortages or labour disputes, governmental action, power outages, or internet failures.

5.5. Validity and enforceability. If any provision of this Agreement is held to be invalid, void, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any way, and the provision shall be deemed to be reworded to reflect as nearly as possible the original intent of the Parties in accordance with applicable law.



- 5.6. Applicable Law. This Agreement shall be governed by the law of the Czech Republic. The United Nations Convention on Contracts for the International Sale of Goods is hereby excluded. The courts of the Czech Republic shall have jurisdiction to settle disputes between the Parties according to the seat of the CTU.
- 5.7. Full Agreement. This Agreement constitutes the Parties' entire agreement with respect to its subject matter and supersedes any prior or contemporaneous understandings of the Parties.
- 5.8. Contact Information. Notices required by the Agreement or by law or other correspondence should be sent to CTU FEL, Technická 2, 166 27 Prague 6, Czech Republic. Questions may be submitted to OTT_FEL@fel.cvut.cz.

Prague 1. 3. 2024

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