

Binary Software License

This Agreement is between the Faculty of Fisheries and Protection of Waters, University of South Bohemia Ceske Budejovice, a public institution of higher education *and the user of the program*. The *user of the program* is any person which installed the program on a computer.

1. GRANT OF RIGHT: The software program **Expertomica Cell Labeller** provided in binary format (the "Program") and any related documentation (the "Documentation") are licensed, not sold, to you. The Faculty of Fisheries and Protection of Waters, University of South Bohemia Ceske Budejovice, grants you a personal, non-exclusive and non-transferable right to use the Program and Documentation, subject to the terms and restrictions of this Agreement. The Program and Documentation may be used by you, or an organization of which you are a member or employee, solely for non-commercial, educational, evaluation and/or personal use on a single computer. "Non-commercial use" means uses that are not or will not result in

(a) the sale, lease or rental of the Program or Documentation; and/or
(b) the use of the Program or Documentation in any commercial product or service. You may make as many copies of the Program and/or Documentation as needed in order to use the software. However, you may not redistribute the software without approval of the Faculty of Fisheries and Protection of Waters, University of South Bohemia Ceske Budejovice. Except as expressly provided in this agreement, you agree not to use, copy, modify or transfer the Program or Documentation or any copy in whole or in part. You agree to use your best efforts to prevent and protect the contents of the Program and Documentation from unauthorized disclosure or use. You agree not to sublicense, assign, delegate, rent, lease or otherwise transfer this license or any of the related rights or obligations for any reason. Faculty of Fisheries and Protection of Waters, University of South Bohemia Ceske Budejovice reserves all rights not expressly granted to you. No other licenses are granted or implied.

2. OWNERSHIP: The Program and Documentation are and will remain the sole property of the Faculty of Fisheries and Protection of Waters, University of South Bohemia Ceske Budejovice. The Program and Documentation are copyrighted works and protected by copyright law and/or contains proprietary information protected at law. The Faculty of Fisheries and Protection of Waters, University of South Bohemia Ceske Budejovice may at any time assign or transfer all or part of its interests in any rights to the Program or Documentation.

3. LIMITATIONS ON USE: You agree not to transfer, sell, rent, lease, publish or otherwise distribute copies of the Program or Documentation to others including individuals internal or external to your own organization.

4. FEEDBACK: In consideration for this license, if you provide any feedback, reports on bugs, or errors in the Program or reports on the operation of the Program, or suggested modifications (collectively "Feedback") during the term of this Agreement, we shall have the right to use such Feedback for any purpose without payment or accounting to you.

5. TERMINATION: This license is effective until terminated. You may terminate this license at any time by destroying the Program, Documentation and any permitted

archival copies. This license automatically terminates if you fail to comply with its terms and conditions. Faculty of Fisheries and Protection of Waters, University of South Bohemia Ceske Budejovice may terminate this license at any time by providing you notice of such termination. Upon termination in any manner, you agree to destroy all copies of the Program and Documentation in your possession. Your obligations under Sections 3 and 8 herein shall survive and continue after any termination of this Agreement.

6. DISCLAIMER OF WARRANTY/LIMITATION OF REMEDIES: Faculty of Fisheries and Protection of Waters, University of South Bohemia Ceske Budejovice have no obligation to support the Program or Documentation provided under this license. To the extent permitted under applicable law, the Program and Documentation is licensed "AS IS", with no express or implied warranties of any kind, including, but not limited to any implied warranties of merchantability or fitness for any particular purposer warranties against infringement of any proprietary rights of a third party. Faculty of Fisheries and Protection of Waters, University of South Bohemia Ceske Budejovice will not be liable for any consequential, incidental, or special damages, or any other relief, or for any claim by third party, arising for your use of the Program or Documentation.

7. ENTIRE AGREEMENT: This Agreement sets forth the entire agreement and understanding between the parties pertaining to the subject matter hereof and merges all prior written or oral discussions between them. This Agreement shall be construed in accordance with and governed by the laws of the Czech Republic.

8. COMMERCIAL LICENSE: For information regarding a commercial license please contact the Faculty of Fisheries and Protection of Waters, University of South Bohemia Ceske Budejovice, Zámek 136, 373 33 Nové Hrady, Czech Republic, tel: +420 724 219 003, e-mail: cisar@frov.jcu.cz.