

AGREEMENT BETWEEN THE MENDEL UNIVERSITY IN BRNO AND THE COMPANY IIRIWORKS FOR THE FREE OF CHARGE PROVISION OF THE SOFTWARE "IIRIPRO"

BETWEEN

Mendel University in Brno (hereinafter called MENDELU), in the person of Prof. RNDr. Ladislav Havel, CSc., the rector of the University, domiciled for the office to Brno, address Zemědělská 1

AND

the company **Iirriworks S.r.l.**, with registered office in Palermo in Via San Lorenzo 201, P. IVA 05498530822 (hereinafter referred to as "Iirriworks"), represented by CEO, Paolo Savona, born in Frosinone September 19, 1973, domiciled in Via San Lorenzo n. 201 in Palermo, who intervenes and acts in this document in the capacity of legal representative (tel. +390916615625, Fax +390916615628, email: info@irriworks.com).

CONSIDERING THAT

- MENDELU carries out teaching and research activities, both theoretical and experimental, on topics related to irrigation;
- Iirriworks has developed a design software for irrigation systems called IrriPro;
- Iirriworks has proposed to MENDELU the signing of an agreement for the free use of IrriPro in Educational version for educational purposes and research;
- MENDELU is interested in the signing of the agreement for educational and research on topics related to irrigation.

IT IS HEREBY AGREED AND STIPULATED AS FOLLOWS

Art. 1 OBJECT

Iirriworks agrees to provide free of charge licenses of the software IrriPro in the "Educational" version for educational and scientific purposes to students, teachers and researchers of MENDELU, who make request as described in the following art. 2.

MENDELU is committed to raise awareness of this Agreement to its students and faculty through all available channels (the website, bulletin board paper, mailing-list).

Art. 2 LICENCE APPLICATION

a) Educational license valid only for educational purposes, with a duration of 6 months.
The provision of the license must be requested at info@irriworks.com as follows:

- By the individual interested student by sending a registration certificate or other evidence of the attendance of MENDELU, and communication of his e-mail address;
- By the teacher interested in using the software as part of his teaching, through communication of the names of the students for whom licenses are required, sending the corresponding certificate of registration (or other evidence of attendance at the courses of MENDELU) and communication of their e-mail addresses.

The license for educational purposes may be requested only once by the student (or by the teacher, in his interest)

b) Educational License for purposes of scientific research, with a duration of 6 months.

The provision of the license must be requested at info@irriworks.com by each single teacher or researcher concerned.

The license for the purposes of scientific research can be requested several times by each teacher or researcher.

In both cases under letter. a) and subletter. b) Irriworks will send the activation serial number to the e-mail address provided by the applicant, within 10 days of receipt of the request, barring any technical issues of Irriworks server that hosts the service activation.

Art. 3 OWNERSHIP OF RESULTS

The ownership of the rights of data, drawings, intellectual property and any other technology eventually developed through the use of software IrriPro is governed by the regulations in force, including the Regulations of the Mendel University in Brno in the field of industrial property.

It is in any case held by Irriworks the property right of the software IrriPro.

Art. 4 CONFIDENTIALITY

Both Irriworks and MENDELU undertake not to bring to the attention of third parties information, technical data, documents and information of a confidential nature (expressly indicated under the heading "confidential nature"), of which they have acquired knowledge into force of this Agreement.

Art. 5 DURATION

This Agreement has an initial duration of 3 years (three) from the day 1 of the month following the date of signature, without prejudice to the possibility for the parties to renew the agreement by exchange of letters to be finalized at least 30 days before the expiration date.

Art. 6 ECONOMIC CHARGES

This agreement does not include any financial burden attributed to the parties.

Art. 7 REFERENCES

Referents in this agreement shall be:

- for Irriworks, the CEO. Paolo Savona, tel. +390916615625, Fax +390916615628, email: info@irriworks.com
- for MENDELU, Prof. RNDr. Ladislav Havel, CSc., the rector of the University, tel. +420 545 135 004, fax. +420 545 211 128, email: lhavel@mendelu.cz

Art. 8
PRIVACY POLICY

The Parties undertake to process the personal data, including sensitive data, resulting from the execution of this agreement in accordance with Legislative Decree no. N. 196/2003 (Code for the protection of personal data) and subsequent amendments. The parties declare also to process the personal data only for the purposes arising out of this Agreement, including dispatch by Irriworks of the newsletter on IrriPro software upgrades in favor of applicants with the provision of the license, and after obtaining the consent of the same

Art. 9
PLACE OF JURISDICTION

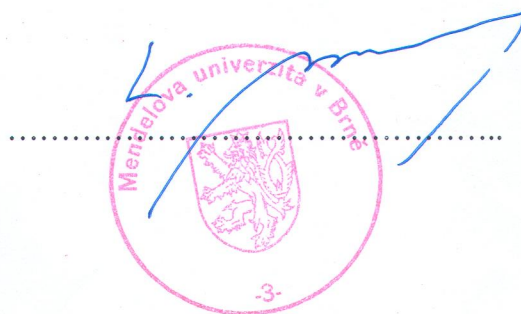
In case of disputes, direct or indirect, in the interpretation or implementation of this Agreement, the competent court will be the ordinary judge of Brno.

- 6 -10- 2015

In Brno,

For the Mendel University in Brno

Prof. RNDr. Ladislav Havel, CSc.



Per Irriworks S.r.l.

CEO Paolo SAVONA


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