This **LICENSE AGREEMENT** concluded under Section 65 et seq. of the Act No. 185/2015 Coll. the Copyright Act, as amended (hereinafter as the “**Copyright Act**“) (hereinafter the “**Agreement**“)

**BETWEEN:**

1. **[business name]**, with its registered seat at [business address], Identification no.: [●], registered in the Commercial Register maintained by the District Court [●], Section: [●], Insert no.: [●], acting through [person with the authority to sign], email: [●] (hereinafter as the “**Company**“); and
2. **[name]**, born [date of birth], with permanent address at [address], email: [●] (hereinafter as the“**Author**“)

(the Company and the Author together hereinafter as the “**Parties**” and individually as the “**Party**”)

**THE PARTIES HAVE AGREED AS FOLLOWS:**

1. **Subject of the Agreement**

* 1. The subject of this Agreement is the grant of the Author’s consent to use of [fill in specification of the Author's work; the work has to be sufficiently specified otherwise the Agreement could be deemed invalid due to the lack of certainty] (hereinafter as the “**Work**“) and definition of related rights and obligations of the Parties.
	2. The Author hereby grants to the Company an authorisation to use the Work (i.e. a license to the Work) in the extent as specified in the Clause 2 of the Agreement to the Company.
1. **License Agreement**

* 1. The Author hereby grants to the Company a world-wide, exclusive license to the Work valid for an unlimited period of time (i.e. for the whole period of duration of the Author's proprietary rights to the Work) and not limited in terms of material scope (i.e. an unlimited license) which authorises the Company to use the Work or any of its part to the fullest extent permitted by the applicable law and given by the actual state of technological development, which include, in particular (but not limited to) the right to use, finish and process the Work at the discretion of the Company, include the Work in database (if possible with respect to the character of the Work), edit the Work by alteration (e.g. for the purposes of creating of another work), to publicly distribute the original or copy of the Work particularly by means of sale (or any other form of transfer of title), lending or rental, communicate/disclose the Work to the public, reproduce, copy, translate, adapt, decompile, modify and distribute the Work, integrate the Work into other work(s) and perform or offer services related to the Work.
	2. The Author agrees that the Company is entitled to grant sub-licenses to third persons in the extent of the granted License. The Parties agree that the sub-licenses do not need to be granted in writing.
	3. The Author agrees that the Company is entitled to assign the License to any third person. The Company undertakes to inform the Author without undue delay of the assignment itself, as well as of the person of the assignee.
	4. The Company is being granted an exclusive license, i.e. the Author shall not grant a license to third person to use the Work in any manner. The Parties have agreed that the Author is not entitled to use the Work (or its part) in the manner permitted by the License. The Parties have agreed that the Company is not obliged to use the License.
	5. The remuneration for grant of License is agreed in Article 3 below.
	6. In order to avoid any doubts, the Author hereby grants his/her consent with interference with his/her personal rights *(osobnostné práva)* towards the Work by means of alteration or completion of the Work performed by the Company as a part of, or in relation to its business activities. The Parties have agreed that the Author's consent under the previous sentence is irrevocable.
1. **Fee**
	1. The Parties have agreed that the Company shall pay the fee to the Author for the grant of a License in the total amount of **EUR [●]** (in words: [●] euros) (hereinafter as the “Fee”).
	2. The Fee shall be paid to the Author's bank account no. [●] within the period of fourteen (14) business days of conclusion of the Agreement.
2. **Duration of the Agreement and Termination**
	1. This Agreement is entered into between the Parties for the duration of legal protection of economic copyrights of the Work.
	2. This Agreement may only be terminated by:
		1. mutual written agreement of the Parties; or
		2. withdrawal from the Agreement with immediate effect *(odstúpenie od zmluvy)* performed by any Partyunder the conditions stipulated by the applicable law.
	3. The Parties have agreed that in case of withdrawal from this Agreement with immediate effect, they shall not return to each other the performances rendered under this Agreement until the moment of withdrawal.
	4. For avoidance of any doubts, this Agreement must not be terminated by notice *(vypovedať)*.
	5. Termination of the Agreement will not void the obligations and claims of the Parties which, in accordance with the Agreement and the applicable legislation, shall continue after the termination of the Agreement. For the avoidance of any doubt, these include, but are not limited to, the grant of a license and other intellectual property rights, claims for damages and other obligations and claims which by their nature should not become void after the termination of the Agreement.
3. **Final Provisions**
	1. This Agreement shall become valid and effective as of the date of its conclusion.
	2. The exchange of a fully executed version of the Agreement by electronic transmission in PDF format or otherwise shall be sufficient to bind the Parties to the terms and conditions of this Agreement and no exchange of originals is necessary. This shall apply also to any action taken or notices given in connection with this Agreement.
	3. The Agreement may be amended only by agreement of the Parties in the form of numbered written amendments.
	4. Any of the provisions of this Agreement which are held by a court or other tribunal of competent jurisdiction to be illegal, invalid or unenforceable, shall be in such extent of invalidity and unenforceability considered as severable and will be looked upon as if deleted from the Agreement while the rest of this Agreement shall otherwise remain unchanged, thus in full force and effect. The Parties undertake to replace the invalid or unenforceable provisions by provisions which most closely reflect their meaning and purpose according to this Agreement.
	5. Any dispute or claim arising out of or in connection with this Agreement, including any questions relating to its validity, interpretation, breach or termination, shall be governed by Slovak law. The Parties undertake to settle any disputes by mutual agreement. If this is not possible, the courts of the Slovak Republic will have jurisdiction to decide disputes.
	6. This Agreement constitutes the entire agreement between the Parties and supersedes all prior negotiations, arrangements or agreements related to the subject matter hereof, either written or oral.
	7. This Agreement has been executed in two (2) counterparts in English language, one (1) for each Party. Each of the counterparts shall be deemed an original.
	8. The Parties declare that they are concluding this Agreement freely and seriously, that it has not been concluded under unfavourable conditions or in distress, and they sign it to manifest agreement.

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| In [●], dated [●] | In [●], dated [●] |
| On behalf of **[business name of Company]** | **[Author]** |
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| Name: **[●]** | Name: [●]  |
| Position: **[e.g. Executive]** |  |