

## **Amendment No. 2 to the Research Collaboration Agreement**

### **SPECIAL PURPOSE NON-DISCLOSURE AGREEMENT**

This Special Purpose Non-Disclosure Agreement (this “Agreement”), effective when the last Party signs it (“Effective Date”), is made and entered into by and between **CZECH TECHNICAL UNIVERSITY IN PRAGUE, FACULTY OF MECHANICAL ENGINEERING**, a technical university organized and existing under the laws of the Czech Republic (“Receiving Party” or “CVUT”), with an address at Technická 4, 166 07 Praha 6, and **GE AVIATION CZECH s.r.o.**, a Czech corporation, with an address at Beranových 65, 192 00 Praha 9 – Letňany, VAT: CZ27928845, registered at the Municipal Court in Prague under C 127155 (“GE” or “Disclosing Party” or “GEAC”), (individually a “Party” and, together, the “Parties”).

WHEREAS, GEAC, and Receiving Party have entered into a RESEARCH COLLABORATION AGREEMENT with an effective date of October 14, 2016 (the “RCA”) concerning, among others, the protection of certain proprietary information exchanged between the Parties related to research collaboration project;

WHEREAS, the Receiving Party has requested access to GEAC Special Purpose Information, as defined below, in order to support Research Project specified in the RCA (the “Purpose”);

WHEREAS, the Special Purpose Information is of particular value to GEAC and, if it is used or disclosed without GEAC’s permission, it would cause GEAC immediate and irreparable harm, including but not limited to its competitive position, its ability to use and protect such information as trade secrets or under patents, and its investment in such information and ability to secure a return on the same;

WHEREAS, providing access to GEAC Special Purpose Information is part of Disclosing Party’s contribution to the Research Project. The Parties agreed to disclose the Special Purpose Information to the Receiving Party subject to heightened protections beyond those described in the RCA and solely for limited use in connection with the Purpose subject to the terms of this Agreement;

WHEREAS, this Agreement is intended as an amendment to the RCA, and is an additional layer of protection for the highly sensitive GEAC data concentrating mainly on limiting access to Special Purpose Information to a dedicated number of people within the Receiving Party;

NOW THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

## **ARTICLE I**

### **DEFINITIONS**

**Section 1.01. Certain Other Definitions.** The following capitalized terms used in this Agreement have the meanings set forth below:

(a) “Affiliate”, with respect to Party, means any legal entity directly or indirectly controlling, controlled by or under common control with, such Party.

(b) “Authorized Employees” means the individual employees of the Receiving Party solely as identified in Exhibit B.

(c) “Special Purpose Information” means information that is proprietary to GEAC and that in any way contains data which are part of the subject described in Exhibit A, including technical, commercial and financial data, that GEAC transmits orally, visually or in writing in relation to the Purpose that is either marked or designated as confidential or is of a nature, or disclosed under circumstances, that would reasonably indicate to the Receiving Party that such information is confidential, specifically including information described in Section 2.04.

## ARTICLE II

### CONFIDENTIALITY OBLIGATIONS

**Section 2.01. Scope.** Special Purpose Information may include engineering drawings, analytical techniques, computer simulation programmes, data, numerical parameters etc., as may be reasonable in connection with the Purpose. The disclosure and use of the Special Purpose Information by the Receiving Party shall be limited solely as directly required for its cooperation with GE with respect to the Purpose.

#### **Section 2.02. .**

**Section 2.03. Confidentiality, Nonuse and Nondisclosure.** The Receiving Party shall:

(a) only disclose GEAC Special Purpose Information to Authorized Employees who have a need to know such information in support of the Purpose;

(b) not use, or allow the use of, any of the GEAC Special Purpose Information for any purpose except in support of the Purpose as defined herein;

(c) not disclose, or allow disclosure of, any of the GEAC Special Purpose Information to any third parties without the express, prior written consent of GE;

(d) handle GEAC Special Purpose Information in accordance with the terms of the “GEAC Privacy & Data Protection Appendix” (“GEAC Supplier Data Protection Requirements”, available at <http://www.gesupplier.com/html/GEPolicies.htm>), with GEAC Special Purpose Information designated as “Restricted Data” in the GEAC Supplier Data Protection Requirements; and

(e) make no copies, notes, photographs, replications or screenshots of GEAC Special Purpose Information (“Reproductions”) without GEAC’s express, prior written consent, however GEAC will provide the Receiving Party with such consent in reasonable extent in order to enable the Authorized Employees of the Receiving Party effectively use the GEAC Special Purpose Information for reaching the Purpose, such GEAC’s consent shall not be denied without due justification and GEAC may require additional technical measures that the Receiving Party must observe; in the event any unauthorized Reproductions are discovered by the Receiving Party, it shall immediately notify GEAC, ensure the unauthorized Reproductions are accessible only by Authorized Employees, act in accordance with GEAC’s further instructions concerning the disposition of the unauthorized Reproductions, and take such other measures as are required to prevent unauthorized use of the unauthorized Reproductions or any information derived from them.

#### **Section 2.04. Research Project Results**

The limitations described in Sec. 2.03. do not pertain to the use of the any Research Project Foreground as defined in RCA, nor are they aimed at restricting the Receiving Party’s rights to publications as defined by the RCA, provided that publication of any document containing data that

pertains to Special Purpose Information may only be published or disclosed with, and to the extent of, GEAC' prior written consent.

**Section 2.05. Identification of Special Purpose Information.** Special Purpose Information to be protected under this Agreement includes information provided:

- (a) in tangible form and clearly identified at the time of disclosure as being Special Purpose Information by an appropriate and conspicuous marking;
- (b) in intangible form (e.g., oral or visual) and identified as being Special Purpose Information at the time of disclosure;
- (c) by electronic display or transmission (including, but not limited to, WebEx, facsimile, electronic mail and the like) in either human readable or machine-readable form and clearly identified at the time of disclosure as being Special Purpose Information by an appropriate and conspicuous electronic marking accompanying the electronic transmission; and
- (d) by delivery of an electronic storage medium or memory device clearly identified at the time of disclosure as being Special Purpose Information by an appropriate and conspicuous marking on the storage medium or memory device itself and by an appropriate and conspicuous electronic marking of the stored Special Purpose Information.

The rights and obligations of the Parties with respect to Special Purpose Information shall be defined exclusively by the terms of this Agreement irrespective of a particular legend.

**Section 2.06. Special Purpose Information Confidentiality.**

(a) By virtue of its receipt of Special Purpose Information and its description in Exhibit A, the Receiving Party acknowledges and agrees that the Special Purpose Information is confidential.

**Section 2.07. Standard of Care.** With respect to GEAC Special Purpose Information, the Receiving Party shall protect such Special Purpose Information from unauthorized use or unauthorized or accidental disclosure by the exercise of its best efforts, which in no circumstance shall be less than the same degree of care as it employs to protect its own most-valued trade secret information.

**Section 2.08. Return or Destruction of Special Purpose Information.**

Given any of the following conditions is met: (i) cooperation under the RCA has ended, or (ii) the Receiving Party has breached RCA or this Agreement, or (iii) breach of confidentiality, or strong eminent risk of a confidential data security breach, then upon GEAC's written request, the Receiving Party shall promptly return to GEAC all Reproductions, whether in written, electronic or other form or media, of the GEAC Special Purpose Information, or destroy all such Reproductions and certify in writing to GEAC that such Special Purpose Information has been destroyed, except for those already published in accordance with the terms of this Agreement and the RCA. Receiving Party shall also cooperate fully with GEAC in securing the return or destruction of any Special Purpose Information disclosed to third parties in breach of this Agreement and in ensuring that any such third party shall make no use of Special Purpose Information. Receiving party may at any time upon its sole discretion return to GEAC any or all parts of Special Purpose Information including all Reproductions, whether in written, electronic or other form or media. . In the form of a return handover protocol, the Disclosing party shall certify that such Special Purpose Information has been returned including therein specified Reproductions, and the Receiving party shall declare that any and all Reproductions of such part of Special Purpose Information

except for those already published in accordance with the terms of this Agreement and the RCA have been returned or properly destroyed.

**Section 2.09. License.** Neither the execution of this Agreement, nor the disclosure of any Special Purpose Information by GEAC, shall be construed as granting to the Receiving Party either a license (expressly, by implication, estoppel, or otherwise) under, or any right of ownership in, such Special Purpose Information or in any invention, patent or patent application, trade secret, or copyright now or hereafter owned or controlled by GEAC. Other rights of the Receiving Party under the RCA remain unaffected by this Agreement.

**Section 2.10. Term.** The Receiving Party shall have an enduring duty to protect the GEAC Special Purpose Information as provided herein until receipt of a written release of Special Purpose Information by GEAC. The rights of the Receiving Party under the RCA remain unaffected by this Agreement.

**Section 2.11. Representations and Warranties.** GEAC represents and warrants that it has the right to disclose Special Purpose Information that it discloses under this Agreement. GEAC makes no representation or warranty, express or implied, as to the accuracy or completeness of the Special Purpose Information it discloses under this Agreement. GEAC shall not be liable to the Receiving Party relating to or resulting from the Receiving Party's use of any Special Purpose Information provided by GEAC or relating to or resulting from any errors therein or omissions therefrom.

**Section 2.12. Scope of Disclosure.** GEAC has no obligation hereunder to disclose Special Purpose Information to the Receiving Party. The Special Purpose Information disclosed hereunder shall be limited to such data and information that GEAC reasonably and in good faith determines to be necessary for, and narrowly relevant to, the Purpose.

### ARTICLE III

#### MISCELLANEOUS PROVISIONS

**Section 3.01. Notices.** All notices, requests, claims, demands and other communications under this Agreement shall be in writing and shall be given or made (and shall be deemed to have been duly given or made upon receipt) by delivery in person, by overnight courier service, by facsimile with receipt confirmed (followed by delivery of an original via overnight courier service) or by registered or certified mail (postage prepaid, return receipt requested) to the respective Parties at the following addresses (or at such other address for a Party as shall be specified in a notice given in accordance with this Section 3.01):

to GEAC:

GE Aviation Czech s.r.o.  
Beranových 65, 192 00 Praha, Letňany  
Attention: President and CEO

to Receiving Party:

CVUT v Praze, Fakulta strojní  
Technická 4, 160 00 Praha 6  
Attention: Dean, CAAT Head

**Section 3.02. Severability.** If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced under any Law or as a matter of public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic

or legal substance of the transactions contemplated by this Agreement is not affected in any manner materially adverse to any Party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated by this Agreement be consummated as originally contemplated to the greatest extent possible.

**Section 3.03. Entire Agreement.** This Agreement constitutes the entire agreement of the Parties with respect to the Purpose as set forth in this Agreement and merges all undertakings and understandings, both written and oral, between or on behalf of the Parties with respect to the subject matter of this Agreement. Any information considered Special Purpose Information disclosed to CVUT before this Agreement becomes effective will be governed by this Agreement retrospectively, that includes GEAC's ability to impose applicable damages and penalties set out in this Agreement for breaches occurring before this Agreement becomes effective, as well as CVUT's duty to respect GEAC's instructions.

**Section 3.04. Other Agreements.** Unless expressly agreed otherwise in an instrument in writing signed by an authorized representative of each Party hereto, nothing in this Agreement shall supersede or in any way modify any of the terms and conditions, or the rights and obligations of the Parties, included in any other agreements, including any purchase agreement(s), between the Parties. Terms of RCA do not apply, unless, and to the extent, this Agreement instructs otherwise. In the event of any conflict between the terms of this Agreement and the RCA, the terms of this Agreement shall take precedence over those of the RCA with respect to any Special Purpose Information and its treatment.

**Section 3.05. Assignment.**

(a) Neither this Agreement, nor any of the rights or obligations hereunder, may be assigned by a Party without the prior written consent of the other Party, provided that notwithstanding anything to the contrary herein, GEAC may assign this Agreement and its rights or obligations hereunder under, directly or indirectly, in whole or in part (including by means of a sublicense), without the prior written consent of the Receiving Party (i) to an Affiliate or (ii) in connection with the sale of all or a substantial portion of GEAC's assets or business related to the Agreement or the Special Purpose Information disclosed hereunder, provided that no such assignment or transfer shall release GEAC from any liability or obligation under this Agreement.

(b) This Agreement shall be binding upon and inure to the benefit of and be enforceable by the Parties and their successors, legal representatives, and permitted assigns.

**Section 3.06. No Third Party Beneficiaries; Prohibited Transfer.** This Agreement is for the sole benefit of the Parties and GEAC's Affiliates. Nothing in this Agreement, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement. Without GEAC's advance written consent, the Receiving Party may not transfer its obligations or rights under this Agreement, including any right to access Special Purpose Information, to any other person or entity, either directly or indirectly, including without limitation through a sale, transfer, or change of the controlling interest in the Receiving Party to a different owner or through the sale of all or substantially all of its assets.

**Section 3.07. Amendment.** No provision of this Agreement, including any exhibits hereto, may be amended, supplemented or modified except by a written instrument making specific reference hereto signed by the Parties.

**Section 3.08. Remedies.** Except to the extent set forth otherwise in this Agreement, all remedies under this Agreement expressly conferred upon a Party will be deemed cumulative with and not

exclusive of any other remedy conferred hereby, or by law or equity upon such party, and the exercise by a Party of any one remedy will not preclude the exercise of any other remedy.

**Section 3.09. Dispute Resolution.**

The Parties consent and agree that the any disputes between the Parties arising from or connected to this Agreement shall be resolved by public courts of the Czech Republic.

**Section 3.10.**

**Section 3.11. Governing Law.** IN ALL RESPECTS, INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE, THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE CZECH REPUBLIC.

**Section 3.12. No Waiver.** No waiver by a Party of any default, misrepresentation or breach of a warranty or covenant hereunder, whether intentional or not, shall be deemed to extend to any prior or subsequent default, misrepresentation or breach of a warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent occurrence. No failure or delay by a Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided under Law.

**Section 3.13. Counterparts.** This Agreement may be signed in any number of counterparts and the signatures delivered by telecopy or email attachment, each of which shall be an original, with the same effect as if the signatures were upon the same instrument and delivered in person. This Agreement shall become effective when each Party shall have received a counterpart hereof signed by the other Party.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the Effective Date by their respective duly authorized representatives.

**CVUT**

By: \_\_\_\_\_  
Name:  
Title:  
Date:

**GEAC**

By: \_\_\_\_\_  
Name:  
Title:  
Date: