

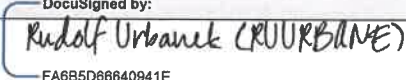
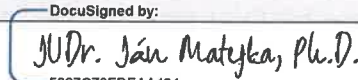
EVENT SPONSORSHIP AGREEMENT

This Event Sponsorship Agreement (the "Agreement") is between Microsoft s.r.o. ("Microsoft") and (Institute of State and Law of the Czech Academy of Sciences (in Czech: Ústav státu a práva AV ČR, v. v. i.;) (the "Event Organizer"). This Agreement is effective on 12-13 September, 2019 (the "Effective Date").

ADDRESSES AND CONTACT INFORMATION:

Microsoft	Event Organizer
Attention: Zsuzsanna Mátrai	Attention: Alžběta Krausová
Address: Vyskočilova 1561/4a, 140 00 Praha 4	Address: Národní 18, 116 00 Praha 1
Phone Number:	Phone Number:
Fax Number: N/A	Fax Number: N/A
E-mail: zsmatrai@microsoft.com	E-mail: alzbeta.krausova@ilaw.cas.cz

AGREED AND ACCEPTED:

Microsoft	Event Organizer
DocuSigned by: Signature:  <small>FA6B5D86840941E...</small>	DocuSigned by: Signature:  <small>5827C79FDEAA494...</small>
Name: Rudolf Urbanek (RUURBANE)	Name: JUDr. Ján Matejka, Ph.D.
Title: General manager	Title: Director
Date: 18 August 2019 9:32 AM PDT	Date: 19 August 2019 2:39 AM PDT

SECTION 1 Sponsorship Details

Exhibit A details the Event date(s), location and fee ("Sponsorship Fee") Microsoft will pay Event Organizer. Each party will obtain all necessary licenses, permits and insurance related to its Event activities and performance under this Agreement.

SECTION 2 Term and Termination

- (a) **Term and Termination.** This Agreement commences on the Effective Date and ends on the date listed on Exhibit A (the "Term"). Either Microsoft or Event Organizer may terminate this Agreement

if the other materially breaches this Agreement and fails to cure the breach within 15 business days after written notice. Microsoft may terminate this Agreement at any time at will. If Microsoft terminates this Agreement for Event Organizer's breach, and failure to cure, Event Organizer will refund the Sponsorship Fee paid by Microsoft. If Microsoft terminates this Agreement at will or if Event Organizer terminates this Agreement for Microsoft's breach, there will be no refund.

- (b) **Cancellation and Refund.** Event Organizer will refund the Sponsorship Fee if Event Organizer cancels the Event for any reason beyond Event Organizer's control or if Microsoft is unable to participate in the Event for any reason beyond Microsoft's control.
- (c) **Survival of Obligations.** Section 3 (Confidentiality/Personally Identifiable Information), Section 4 (Representations and Warranties), Section 5 (Indemnification), Section 6 (Limitation of Liability), Section 8 (Insurance), Section 9 (Compliance with Anti-corruption Laws), Section 10 (Taxes) and Section 11 (Miscellaneous) will survive expiration or earlier termination of this Agreement.

SECTION 3 Confidentiality/Personally Identifiable Information

- (a) **Existing NDA.** Any confidential information shared under this Agreement is subject to the Nondisclosure Agreement ("*NDA*") between the parties. If there is no NDA, each party agrees it will not disclose non-public information of the other to third parties. The terms and conditions of this Agreement are confidential information.
- (b) **Personal Data.** "*Personal Data*" means any information that can be used to identify, contact or locate a person. Personal Data includes a person's name, address, e-mail address, phone number, fax number, financial information, account numbers, and government-issued ID numbers. Personal Data also includes information associated or combined with Personal Data (such as a personal profile, unique identifier, biometric information, or IP address).

If either party intends to collect Personal Data from Event attendees and visitors, such party will publish a privacy statement advising such attendees/visitors that Personal Data is being collected, what it can be used for, and if it is being shared. Both parties will comply with Data Protection Law, any applicable anti-spam legislation and will protect Personal Data from unauthorized use, access or disclosure. In addition, if either Event Organizer or Microsoft intends to share Personal Data of Event attendees or visitors with one another, then the parties agree that each party will be an Independent Controller with respect to such Personal Data, and be independently responsible for complying with the obligations of a Controller under Data Protection Law. These obligations include, without limitation, providing appropriate notice to and obtaining consent from Event attendees and visitors to share their Personal Data with the other party, and for the party receiving it to use Personal Data for the purposes of contacting individuals about the receiving party's products, services, events, or offers.

"*Controller*" means the natural or legal person, agency, or other body which alone or jointly with others determines the purposes and means of the processing of Personal Data; where the purposes and means of processing are determined by the European Union or Member State laws, the controller (or the criteria for nominating the controller) may be designated by those laws.

"*Data Protection Law*" means any law, rule, regulation, decree, statute, or other enactment, order, mandate or resolution, applicable to Event Organizer or Microsoft, relating to data security, anti-spam, data protection and/or privacy, including Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to processing of personal data and the free movement of that data ("*GDPR*"), and any implementing,

derivative or related legislation, rule, regulation, and regulatory guidance, as amended, extended, repealed and replaced, or re-enacted.

SECTION 4 Representations and Warranties

Microsoft and Event Organizer each represent and warrant that:

- (a) It has the full right and power to enter into and perform under this Agreement;
- (b) It has the full right to grant each of the rights granted to the other; and
- (c) It and its representatives will comply with all applicable laws, rules and regulations.

SECTION 5 Indemnification

- (a) Each party will indemnify and hold the other harmless from and against all third-party claims, costs and expenses (including reasonable attorney's fees) for:
 - (1) Bodily injury or death to any person or loss, disappearance or damage to tangible or intangible property arising out of the indemnifying party's negligence or willful misconduct;
 - (2) Breach of the indemnifying party's representations and warranties;
 - (3) Misuse by the indemnifying party of the indemnified party's logos in a manner not authorized by the indemnified party; or
 - (4) Infringement or violation of any third party's rights.
- (b) Neither party will have liability to the extent that the claim results from the negligent or willful acts of the other party or if the party is complying with the express instructions of the other party.
- (c) The indemnified party will (a) provide the indemnifying party prompt written notice of the claim; (b) turn over sole control over defense of the claim to the indemnifying party; and (c) provide reasonable assistance to the indemnifying party. The indemnified party may retain counsel and participate in defense of the claim, at its expense, and the indemnifying party shall cooperate with such participation. The indemnifying party may not settle or publicize any claim without the indemnified party's consent.

SECTION 6 Limitation of Liability

EXCEPT FOR AMOUNTS OWED PURSUANT TO INDEMNIFICATION OBLIGATIONS IN SECTION 5 OR A BREACH OF CONFIDENTIALITY OR GDPR OBLIGATIONS IN SECTION 3, TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL, OR EXEMPLARY DAMAGES ARISING OUT OF OR THAT RELATE IN ANY WAY TO THIS AGREEMENT, ITS PERFORMANCE, OR THE EVENT.

SECTION 7 Trademark

- (a) Microsoft grants Event Organizer a nonexclusive, nontransferable, royalty-free, limited, personal license during the Term to use Microsoft logos and trademarks listed on **Exhibit B** (the "Microsoft Logos") solely (a) in connection with Microsoft's sponsorship of the Event, and (b) in accordance with the specifications detailed in **Exhibit B** or other instructions Microsoft provides to Event Organizer. Event Organizer will provide copies of its Event materials and collateral that include Microsoft Logos for Microsoft's review at Microsoft's request. Event Organizer's use of the Microsoft Logos is for Microsoft's sole benefit.
- (b) Event Organizer grants to Microsoft a nonexclusive, nontransferable, royalty-free, limited, personal license during the Term to use the Event Organizer logos and trademarks affiliated with the Event

(the “**Event Organizer Logos**”) solely (a) in connection with promotion of the Event, and (b) in accordance with any guidelines Event Organizer provides to Microsoft. Microsoft’s use of the Event Organizer Logos is for Event Organizer’s sole benefit.

(c) Each party reserves all rights not expressly granted.

SECTION 8 Insurance

Each party will maintain insurance coverage (or a program of self-insurance) sufficient to meet obligations created by this Agreement and by law. Each party is responsible for its insurance deductibles, premiums and costs. Upon request, each party will provide the other with proof of the insurance.

SECTION 9 Compliance with Anti-Corruption Laws

Event Organizer will comply with all applicable laws against bribery, corruption, inaccurate books and records, inadequate internal controls and money laundering, including the U.S. Foreign Corrupt Practices Act. Microsoft is sponsoring the Event and paying the Sponsorship Fee without seeking promises or favoritism for Microsoft. There is no obligation by the Event Organizer to acquire or use any Microsoft products or services. Event Organizer agrees that, unless specifically authorized in writing by Microsoft, it may not (i) pay expenses for travel, lodging, gifts, hospitality or charitable contributions for government officials (“Prohibited Activities”) on Microsoft’s behalf or (ii) use the Sponsorship Fee or any portion or other funds provided by Microsoft to Event Organizer for Prohibited Activities.

SECTION 10 Taxes

The parties are not liable for any of the taxes of the other party that the other party is obligated to pay and which arise in connection with this Agreement and all such taxes shall be the responsibility of the party who is obligated by operation of law to pay such tax. Each party shall pay to the other party any sales or value added taxes that are owed as a result of entering into this Agreement and which are required to be collected under applicable law. A party may provide to the other party a valid exemption certificate in which case that other party shall not collect the taxes covered by such certificate.

If any taxes are required to be withheld on the payments, the paying party will deduct such taxes from the amount owed and pay them to the appropriate authority. The paying party will secure and deliver to the other party an official receipt and other documents reasonably requested by the other party in order to claim a foreign tax credit or refund. The parties will use reasonable efforts to minimize any taxes to the extent possible under applicable law.

SECTION 11 Miscellaneous. (a) Microsoft will comply with reasonable and customary rules and regulations that the Event Organizer delivers to Microsoft. (b) The laws, applicable jurisdiction and venue of the Microsoft contracting entity listed in the first paragraph of this Agreement will govern this Agreement. Each party will be responsible for its own attorneys’ fees, costs, and other expenses. (c) Both parties must approve any press release that either party wishes to publish. (d) Neither party will be liable for failure to perform any obligation under this Agreement due to an act of God, natural disaster, war, civil disturbance, and action by governmental entity, strike or any other causes beyond the party’s reasonable control. (e) Neither party may assign this Agreement without the other’s prior written consent. (f) If any court of competent jurisdiction determines that any provision of this Agreement is illegal, invalid or unenforceable, the remaining provisions will remain in full force and effect. (g) Notices may be either electronic or physical mail. The person(s) identified on the first page of this Agreement will receive notices on behalf of their respective company. (h) This Agreement (including any exhibits) is the entire Agreement between the parties regarding its subject matter.

[Remainder of this page is intentionally left blank]

EXHIBIT A**Event Details**

Event Information		
Event Name: SOLAIR Conference 2019	Event Date(s): 12 and 13 September, 2019	Event Venue: Czech Academy of Sciences, Národní 3, 117 20 Prague, Czech Republic
Fee and Payment Instructions		
Send Payment to: Czech: Ústav státu a práva AV ČR, v. v. i.; (Institute of State and Law of the Czech Academy of Sciences)	Sponsorship Fee: 161,000 CZK (+VAT) Amount Due: 161,000 CZK (+VAT)	Payment Due Date: 30 days
Other Event Terms and Conditions:		

OPTIONAL:**Other Event Information****1. Event Description:**

SOLAIR (Society, Law, Artificial Intelligence, and Robotics): Human Centric Artificial Intelligence.

The SOLAIR conference 2019 is a continuation of the first successful conference organized in September 2018. The main focus of the conference are social, ethical and legal issues related to development and use of Artificial Intelligence. This year's subtitle is human centric AI.

The conference aims to react on the latest developments on the EU level and to introduce and discuss Ethics Guidelines for Trustworthy AI as well as Policy and Investment Recommendations. Moreover, the topic of AI and liability from the perspective of international regulation shall be discussed. Additionally, a Czech non-paper on desirable future regulation of AI on the EU level will be introduced and discussed on the first day. The second day of the conference will focus on specific legal topics related to AI, such as liability, setting up legal standards for AI, compulsory licenses, decision-making processes and AI etc.

2. Event Organizer Obligations and Sponsorship Benefits:

- a) possibility to have keynote speech, panel participation by Microsoft
- b) Microsoft logo visibility:
 - On the event venue
 - On the webpage of the event
 - On the printed materials distributed during the conference (program and information brochure)
- c) Invitation to the event

3. Other Microsoft Obligations:

N/A

4. Exclusivity (if any):

N/A

EXHIBIT B

Microsoft Logo Use Specifications

Event Organizer may use the following Microsoft logos and trademarks associated with the Event (the "Microsoft Properties"):



Use of the Microsoft Properties listed above shall be in accordance with the guidelines at: <http://www.microsoft.com/en-us/legal/intellectualproperty/Trademarks/Usage/General.aspx>

Microsoft will provide Event Organizer with a JPEG or other file to obtain the appropriate trademark.

Certificate Of Completion

Envelope Id: B4E8642DE7C24AEAA40E318C03B887E4 Status: Completed
 Subject: esignature Request for Agreement : 3601078 - [Agreement] 99029041 Ústav státu a práva
 Source Envelope:
 Document Pages: 7 Signatures: 2 Envelope Originator:
 Certificate Pages: 5 Initials: 0 ContractPro
 AutoNav: Enabled One Microsoft Way
 Envelopeld Stamping: Enabled Redmond, WA 98052
 Time Zone: (UTC+05:30) Chennai, Kolkata, Mumbai, New Delhi cpro@microsoft.com
IP Address: 13.66.186.233

Record Tracking

Status: Original Holder: ContractPro Location: DocuSign
 15-Aug-2019 | 12:51 cpro@microsoft.com

Signer Events

JUDr. Ján Matejka, Ph.D.
 jan.matejka@ilaw.cas.cz
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

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Timestamp

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 Viewed: 15-Aug-2019 | 13:41
 Signed: 19-Aug-2019 | 15:09

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Rudolf Urbanek (RUURBANE)
 Rudolf.Urbaneck@microsoft.com
 General manager
 Microsoft - INDV
 Security Level: Email, Account Authentication (None)

DocuSigned by:

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 Viewed: 18-Aug-2019 | 22:02
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Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Nikoletta Görög (A-NIGORO) a-nigoro@microsoft.com Security Level: Email, Account Authentication (None)	COPIED	Sent: 15-Aug-2019 12:55 Viewed: 15-Aug-2019 12:55
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Carbon Copy Events

Zsuzsanna Matrai (ZSMATRAI)
Zsuzsanna.Matrai@microsoft.com
Security Level: Email, Account Authentication
(None)

Status**COPIED****Timestamp**

Sent: 15-Aug-2019 | 12:55

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Witness Events**Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

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Signing Complete	Security Checked	19-Aug-2019 15:09
Completed	Security Checked	19-Aug-2019 15:09

Payment Events**Status****Timestamps****Electronic Record and Signature Disclosure**

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How to contact Global Contracting Office:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: tlasky@microsoft.com

To advise Global Contracting Office of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at tlasky@microsoft.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

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To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to tlasky@microsoft.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

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- ii. send us an e-mail to tlasky@microsoft.com and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows 2000®/Windows XP®/Windows Vista®; Mac OS X
Browsers:	Final release versions of Internet Explorer 6.0® or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari 3.0 or above (Mac only)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were

able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

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