

DEIP SOFTWARE LICENSE AGREEMENT

THIS AGREEMENT is entered into as of **09.11.2020** ("Effective Date") by and between

DEIPWORLD INC. (DEIP), with offices at 660 4th Street, Suite 159, San Francisco, CA 94107, US. E-mail: [REDACTED] Company ID (State ID Number): 7108221 ("LICENSOR")

and

UNIVERSITY OF SOUTH BOHEMIA, Branisovska 1645/31a, 37005 Ceske Budejovice, CZECH REPUBLIC E-mail: [REDACTED] DIC: CZ60076658("LICENSEE").

WHEREAS, Licensee wishes to license software for the purpose of further personal use for commercial purposes and DEIP desires to license this software to licensee.

NOW THEREFORE, the parties here to agree as follows:

1. GRANT OF LICENSE

Subject to the terms and conditions of the Agreement, DEIP grants to Licensee a non-exclusive, non-transferable license to use the software identified in Exhibit A (the "Licensed Program Modules", or Licensed Program) for the purpose of further personal use. Licensee may use the Licensed Software Modules in executable format for its own use. Licensee may not, however, transfer or sublicense the Licensed Programs to any third party, in whole or in part, in any form, whether modified or unmodified.

2. TERMS OF PAYMENT

a. The Licensee shall pay license fees for using the Licensed Program Modules at the rates specified in Appendix A to this agreement.

b. Licensors reserves the right to change the cost of the license for periods that are not yet paid, notifying the Licensee about this not later than one (1) month before the expiration of the paid period.

3. COPIES

Licensee may make copies of the Licensed Program in executable code form as necessary for use by Licensee and for backup or archive purposes. Licensee agrees to maintain records of the location and use of each copy, in whole or in part, of the Licensed Programs. Each Licensed Program, as well as any part of it, is copyrighted, but not necessarily published by DEIP. Licensee agrees to reproduce and apply the copyright notice and proprietary notice of DEIP to all copies made hereunder, in whole or in part and in any form, of Licensed Programs.

4. OWNERSHIP

The original and any copies of the Licensed Programs, made by Licensee, including translations, compilations, partial copies, modifications, and updates, are the property of DEIP.

5. PROPRIETARY RIGHTS

Licensee recognizes that DEIP regards the Licensed Programs as its proprietary information and as confidential trade secrets of great value. Licensee agrees not to provide or to otherwise make available in any form the Licensed Programs, or any portion thereof, to any person other than employees of Licensee without the prior written consent of DEIP. Licensee further agrees to treat the Licensed Programs with at least the same degree of care with which Licensee treats its own confidential information and in no event with less care than is reasonably required to protect the confidentiality of the Licensed Programs.

It is not considered confidential:

- the subject matter and scope of the fulfilment of the contract,
- information held by the parties before it was provided to them by the counterparty,
- information, which has become publicly known without the cause of either party,
- information, which both parties have expressly indicated that need not to be classified as confidential, subject to the written consent of both parties.

The obligation of confidentiality will last 10 years after this agreement termination.

6. TERM

The license granted hereunder shall continue unless and until terminated pursuant to Section 7 hereof and subject to Licensee's proper performance of its obligations hereunder.

7. TERMINATION

DEIP may terminate this Agreement if Licensee is in default of any of the terms and conditions of this Agreement and fails to correct such default within ten (10) days after written notice thereof from DEIP.

The acquirer (Licensee) may withdraw from the contract in writing if:

- (i) the provider does not deliver the subject of performance within the time limit set out in Annex A,
- (ii) the program provided to the acquirer will not be able to perform the functions within 30 days after delivery to the acquirer,
- (iii) or for any reason based on the provider's part, will not be able to exercise the right to use the Program or any part thereof for a longer period of time 90 days and the provider will not remedy even until 90 days after the receipt of the written invitation of the acquirer.

The effects of withdrawal occur at the time of receipt of the written notice of withdrawal by the provider.

8. TERMINATION CERTIFICATE

In the event of termination, Licensee will immediately discontinue use of the Licensed Programs. In the event of termination of the license, Licensee shall immediately cease to use the Licensed Program in such a way as not to cause damage to the Licensee, i.e. remove its data, information and related material. Within one (1) month after termination of this

Agreement, Licensee will furnish to DEIP a certificate which certifies with respect to each of the Licensed Programs, as well as their individual, used parts that, through its best effort and to the best of its knowledge, the original and all copies, in whole or in part and in any form, of each of the Licensed Programs have been destroyed. The provisions of Sections 4, 5, 8, 11, and 13 hereof shall survive any termination of this Agreement.

9. MAINTENANCE SUPPORT

Licensor will provide to Licensee the following support with respect to the Software:

(i) If during the current (paid) period of use, the Licensee notifies the Licensor of a substantial program error respecting the Software, or Licensor has reason to believe that error exists in the Software and so notifies Licensee, Licensor shall at its expense verify and attempt to correct such error within ninety (90) working days after the date of notification.

(ii) In the case that Licensee has technical questions in the use of the Software, Licensee may submit those questions to Licensor. Licensor shall provide consulting to answer such questions without charge on the best efforts basis.

(iii) The Licensor will provide update of the Software.

(iv) The contact persons of the Licensee are:

[REDACTED]

[REDACTED], e-mail: [REDACTED]

[REDACTED], mobile: [REDACTED], e-mail: [REDACTED]

10. DELIVERY OF LICENSED PROGRAMS

DEIP shall use its best efforts to deliver and install Licensed Software Modules within the time period required for their delivery and installation specified for each module in Appendix A from the moment of receipt of the order and full payment for selected modules.

11. WARRANTY DISCLAIMER

DEIP licenses, and Licensee accepts, the licensed programs "AS IS". DEIP provides no warranties as to the function or use of the licensed programs, whether express, implied, or statutory, including, without limitation, any implied warranties of merchantability or fitness for particular purpose. Licensor does not warrant that the functions contained in the licensed programs will meet Licensee's requirements or that the operation of the licensed programs will be uninterrupted or error free.

Neither Licensor or Licensee shall not be liable to licensee for any damage including caused by faulty installation of the program, malfunction, lost profits, lost revenues or opportunities, downtime, or any consequential damages or costs, resulting from any claim or cause of action based on breach of warranty, breach of contract, negligence, or any other legal theory. In no event shall Licensor's aggregate liability exceed the amounts actually paid by Licensor in the 12 month period immediately preceding the event giving rise to the claim.

12. PATENT AND COPYRIGHT INDEMNITY

DEIP will defend at its own expense any action brought against Licensee to the extent it is based on a claim that the Licensed Programs used within the scope of the license granted hereunder infringe a United States patent, copyright or other proprietary right of a third party. DEIP will pay any costs, damages or attorney fees finally awarded against Licensee in such action which are attributable to such claim, provided DEIP is promptly notified in writing of such claim, may control the defense and/or settlement of such claim, and is provided with all requested assistance, information and authority. In the event that a Licensed Program becomes, or in DEIP's opinion is likely to become, the subject of a claim of infringement of a United States patent, copyright or trade secret, DEIP may at its option either secure Licensee's right to continue using the Licensed Programs, replace or modify the Licensed Programs to make them not infringing, or provide Licensee with a refund of the license fee less depreciation on a 3 (three) year, straight-line basis. DEIP shall have no liability for any claim of patent, copyright or trade secret infringement based on the use of a Licensed Program in any form other than the original, unmodified form provided to Licensee or the use of a combination of the Licensed Programs with hardware, software or data not supplied by DEIP where the used Licensed Programs alone in their original, unmodified form would not constitute an infringement. The foregoing states Licensee's entire liability for infringement or claims of infringement of patents, copyrights or other intellectual property right.

13. LIMITATION OF LIABILITY

DEIP's liability to Licensee under any provisions of this Agreement for damages finally awarded shall be limited to the amounts actually paid hereunder by Licensee to DEIP. In no event shall DEIP be liable for indirect, incidental, special, or consequential damages, including loss of use, loss of profits or interruption of business, however caused or on any theory of liability.

14. NOTICES

All notices in connection with this Agreement shall be in writing or email forms and may be given by certified, registered, or first class mail or personally delivered at the addresses set forth on the front page. For purposes of this Agreement, a notice shall be deemed effective upon personal delivery to the party or if by mail five days after proper deposit in a mailbox to the contact persons referred to in this Agreement.

15. SUCCESSORS

This Agreement will be binding upon and will inure to the benefit of the parties hereto and their respective representatives, successors and assigns except as otherwise provided herein.

16. SEVERABILITY

In the event any provision of this Agreement is determined to be invalid or unenforceable, the remainder of this Agreement shall remain in force as if such provision were not a part.

17. GOVERNING LAW/FORUM

This Agreement shall be governed and interpreted by the laws of the State of California. Santa Clara County, California shall be the appropriate venue and jurisdiction for the resolution of any disputes hereunder. Both parties hereby consent to such personal and exclusive jurisdiction. The Contracting Parties undertake to make every effort to resolve mutual disputes arising out

of or in connection with this Agreement and to resolve them in particular through the actions of the persons responsible or authorised representatives.

The parties have a right to disclose confidential information to persons who cooperate in the performance of the contract, provided that such persons are obliged to protect confidential information to the same extent as the parties under this Agreement. Furthermore, a communication that occurs on the basis of a law, judicial or other similar decision.

18. NON-ASSIGNMENT

This Agreement and the licenses granted by it may not be assigned, sublicensed, or otherwise transferred by Licensee without the prior written consent of DEIP.

19. EXPORT REGULATIONS

Licensee understands that DEIP is subject to regulation by agencies of the U.S. Government, including the U.S. Departments of Commerce and State, which prohibit export or diversion of certain technical products to certain countries. Licensee warrants that it will comply in all respect with the export and re-export restrictions set forth in the export license for the Licensed Programs and all other applicable export regulations. Licensee agrees to indemnify and hold DEIP harmless from any loss, damages, liability or expenses incurred by DEIP as a result of Licensee's failure to comply with any export regulations or restrictions.

20. ENTIRE AGREEMENT

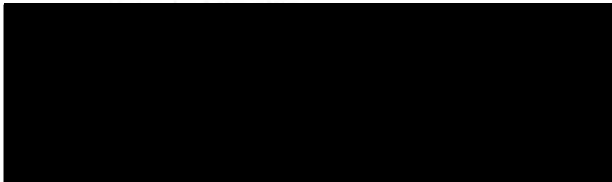
This Agreement sets forth the entire understanding between the parties with respect to the subject matter hereof, and merges and supersedes all prior agreements, discussions and understandings, express or implied, concerning such matters. This Agreement shall take precedence over any additional or conflicting terms which may be contained in Licensee's purchase order or DEIP's order acknowledgment forms.

According to Act No. 340/2015 Coll., on special conditions of effectiveness of certain contracts, publication of these contracts and on the Register of Contracts (Act on the Register of Contracts), as amended, the Licensee is a mandatory entity publishing in the Register of Contracts, regardless of the applicable law. The said Act combines with publication in the Register of Contracts the entry into force of this Agreement. Licensor acknowledges that this

agreement will be entered in the Register of Contracts of the Czech Republic. All acts related to the publication of the contract will be provided by the Licensee.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the Effective Date.

LICENSOR:
DEIPWORLD INC



LICENSEE:
UNIVERSITY OF SOUTH BOHEMIA

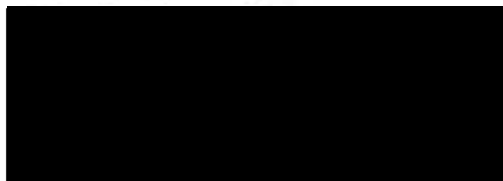


EXHIBIT A

LICENSED PROGRAM MODULES

Product	Discount*	Delivery time	Price
DEIP Open Research & Innovation Platform for Technology Transfer Offices	N/A	2-4 weeks	\$0 per year (fixed)
Transaction license	N/A	N/A	2.5% flat fee (fixed)

DEIP Open Research & Innovation Platform for Technology Transfer Offices product includes the core module needed to launch a TTO Platform. The name, branding and customization of appearance are subject to the additional effort estimate and can be implemented and delivered according to the wishes of the licensee.

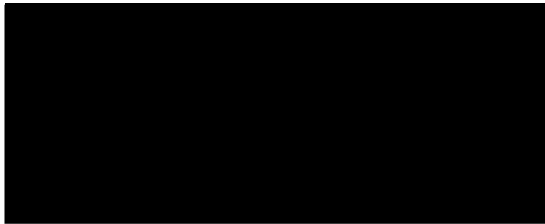
The core module includes:

Projects Listing, Project Team Dashboard, Project IP Assets Aggregator, Manuscript Editor (JATS format), Team Management, Admin Panel, Fundraising Module, Transactions Management, Assets Management, Participants Overview, Analytics.

Includes ability: Platform Registration, Project Creation, Project Team Registration, Project Team Management, Files Preview, Innovation Projects Listing, Private/Public permissions, Technology Licensing, Technology Fundraising;

Included services: Deployment, Blockchain Node Setup, Server Setup, Minor Design Customizations (color scheme, logo/branding).

Additional agreement: Transaction license is payable on the monthly basis based on the previous month transactions.



LICENSEE:

UNIVERSITY OF SOUTH BOHEMIA

