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CONTRACT RESEARCH AGREEMENT

on

Development of Computer Vision Method

BUT's no. _____

This Contract Research Agreement (hereinafter this "Agreement") is made and entered into as of the March, 15th 2020 (hereinafter "Effective Date") by and between

Fairventures Worldwide FVW gGmbH,

a German corporation with its principal place of business Hasenbergstraße 31 D-70178 Stuttgart,
VAT no. DE253811128 (hereinafter "COMPANY")
and

Brno University of Technology, Faculty of Information Technology,

a Czech University with its principal place of business at Božetěchova 2, 61266 Brno, Czech Republic,
IBAN: CZ570100000278684040287
VAT number: CZ00216305 (hereinafter "BUT")

(hereinafter COMPANY and BUT are referred as the "Party" individually or the "Parties" collectively).

WHEREAS, each Party respectively has been engaged in the research of **Development of Computer Vision Methods** and has certain expertise in such area;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

ARTICLE 1 PURPOSE, SUBJECT MATTER AND SCOPE OF THE AGREEMENT

- 1.1 The purpose of the contract research is to develop the computer vision methods through the cooperation between the Parties.
- 1.2 BUT undertakes to perform the work of **Development of Computer Vision Methods** described on the Work Plan in the Annex 1 (hereinafter "the Work"). The COMPANY undertakes to take-over the Work and to pay the agreed Remuneration of Work to the BUT. License to IPR that may occur is also regulated by this Agreement.
- 1.3 The scope of the contract research is to perform necessary research activities to achieve the purpose specified above through investigating and resolving related subjects/problems as described in Work Plan, which is Annex No. 1 of this Agreement.
- 1.4 The Parties expressly conclude that they may amend the Work Plan upon the mutual consultation of Project Managers. This modification of Work Plan shall be in writing, but without need to amend this Agreement.

ARTICLE 2 CONDITIONS OF THE PERFORMANCE OF THE AGREEMENT

- 2.1 During the course of the contract research, the Parties shall perform the tasks assigned to them with due care, including but not limited to utilizing their technological knowledge and skill.

- 2.2 BUT undertakes to perform the Work in accordance with the COMPANY's instructions stated in the Work plan or provable provided to the COMPANY's by respective Project Manager in accordance with relevant laws and the terms and conditions stated herein.
- 2.3 The Work shall be performed at the workplace of BUT.
- 2.4 BUT undertakes to perform the Work and to hand it over to the COMPANY within 5 months from the Effective Date.
- 2.5 BUT shall hand over the Work to the COMPANY on an secured online data storage, unless otherwise negotiated between Project Managers.
- 2.6 If the Work is handed over as stipulated in the Work Plan, the COMPANY is obliged to accept and confirm this acceptance at BUT's request.
- 2.7 During the course of the contract research, the Parties shall periodically hold meetings/phone calls/internet meetings to discuss various subjects related to the contract research, including but not limited to sharing current progress, results/findings, and problems encountered during the course of contract research. Details of such meetings, such as but not limited to frequency, venue, and timing shall be determined through consultation between the Parties.
- 2.8 The Parties shall determine the classification and treatment of the Work results, IPRs and other findings, such as confidentiality and publication, upon consultation between the Parties.

ARTICLE 3 REMUNERATION

- 3.1 COMPANY shall pay Remuneration to BUT for performance of this Agreement.
- 3.2 Total Remuneration amount of EUR 14 586 shall be paid two instalments in following timetable:
 - i) promptly after the execution of this Agreement, BUT shall send the invoice for 4 813 EUR to COMPANY, and within fifteen (15) days after receiving the appropriate invoice, COMPANY shall arrange the payment of this amount remuneration to BUT by wire transfer to the bank account designated by BUT;
 - ii) promptly after acceptance of the Work, BUT shall send the invoice of 9 773 EUR for to COMPANY. COMPANY shall arrange the payment of this amount remuneration to BUT within fifteen (15) days after receiving the appropriate invoice by wire transfer to the bank account designated by BUT.
- 3.3 Parties agree that bank fees for bank transfers of particular amounts Remuneration are paid by COMPANY.

ARTICLE 4 LICENSING OF INTELLECTUAL PROPERTY RIGHTS

- 4.1 If the Work (or a part thereof) form (create) or include an object of intellectual property, the BUT hereby, with effect as of the moment of the payment of the Remuneration instalment pursuant of the Article 3.2

i) grants COMPANY an unlimited and worldwide licence to use such Intellectual Property and/or any part thereof through any medium. BUT hereby also grants COMPANY the right to grant any third parties sub-licences to use the Intellectual Property, all of which under the terms and conditions and to the extent solely determined by COMPANY. COMPANY has inter alia right to reproduce, exhibit, operate, distribute, lease, import and export the object of intellectual property or any part thereof, and if COMPANY deems it appropriate, to adjust or translate it.

4.2 The Parties hereby confirm that the Remuneration specified in this Agreement already include licence fee for above specified intellectual property.

4.3 The BUT shall be entitled to use the Intellectual Property for the fulfilment of its obligations hereunder and for its internal educational and research purposes.

ARTICLE 5 NO RESTRICTION

Nothing in this Agreement shall be construed as a representation or agreement that the Parties will not conduct research activities similar to this contract research. Each Party shall be free to conduct contract research activities with third parties at its sole discretion.

ARTICLE 6 LIMITATION OF LIABILITY

In no event shall either Party be liable to the other Party for any incidental, indirect, special, consequential or punitive damages, regardless of the nature of the claim, including, without limitation, lost profits, costs of delay, business interruption, costs of lost or damaged data or documentation or liabilities to third parties arising from any source, even if Party has been advised of the possibility of such damages. This limitation upon damages and claims is intended to apply without regard to whether other provisions of this Agreement have been breached ineffective.

ARTICLE 7 PROJECT MANAGER

7.1 Either Party shall respectively appoint a Project Manager, who shall be responsible for the coordination between the Parties with respect to the contract research.

7.2 The Project Manager of the Parties and their contact information shall be as follows:

COMPANY: XXXX
Fairventures Worldwide FVW gGmbH, Hasenbergstraße 31 D-70178 Stuttgart, Germany
tel.: XXXX, email: XXXX

BUT: XXXX
BUT FIT, Božetěchova 2, 61266 Brno, Czech Republic
tel.: XXXX, e-mail: XXXX

7.3 Any notice, request or demand hereunder shall be addressed to the Project Manager of either Party or other person designated by the Parties in writing. Such notice, request or demand shall be in writing given by a by e-mail. All notices, request or demand hereunder shall be deemed to have been received on the day when sent.

7.4 Either Party may, at any time during the term of this Agreement, change its Project Manager by giving written notice to the other Party.

ARTICLE 8 TERM AND TERMINATION

8.1 This Agreement shall become effective on the Effective Date.

8.2 Notwithstanding the foregoing, upon mutual consultation in good faith, either Party may terminate this Agreement by a written notice, in which case the termination of the Agreement shall take effect on the 20th day after the termination notice's delivery to the other Party.

8.3 Either Party may withdraw this Agreement with immediate effect in case of substantial breach of this Agreement by other Party. Substantial breach is deemed namely:

- a. on the side of BUT: long-term failure of to conduct the Work, despite of COMPANY's notice
- b. on the side of COMPANY: delay to pay remuneration longer than 30 days, despite of BUT's notice.

ARTICLE 9 MISCELLANEOUS

9.1 No failure or delay of one Party to require performance by the other of any provision of this Agreement shall in any way adversely affect such Party's right to require full performance of such provision after that. No waiver by one Party of a breach of any provision of this Agreement shall be considered to be a waiver by such Party of any succeeding breach of such provision.

9.2 This Agreement, including its validity, interpretation and enforceability, shall be governed by the law of Czech Republic, excluding choice-of-law rules.

9.3 In the event any difference or dispute arises between the Parties in connection with this Agreement or the subject matter thereof, the Parties shall amicably settle such dispute by mutual consultation in good faith.

9.4 In the event any difference or dispute is not amicably settled between the Parties, such dispute shall be submitted to arbitration in accordance with Rules of Arbitration of the International Chamber of Commerce. The place of arbitration shall be Brussels unless otherwise agreed upon. The language to be used in the arbitral proceedings shall be English unless otherwise agreed upon.

9.5 If any provision or any portion of this Agreement shall be held void or unenforceable, the remaining provisions of this Agreement and the remaining portion of any provision held void or unenforceable in part shall continue in full force and effect.

9.6 This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous oral or written agreements between them relating thereto.

9.7 This Agreement may not be amended or modified except by the written agreement signed by duly authorized representatives of the Parties.

9.8 Any matters not contemplated in this Agreement shall be solved by consultation in good faith between the Parties.

9.9 This Agreement is made in two original copies. Each Party shall retain one original copy.

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

[Redacted Signature]

ive Director

Date

6/4/21

FVW gGmbH



**fairventures
worldwide**

Hasenbergstraße 31
70718 Stuttgart, Germany

+49 711 220468 0
info@fairventures.org
fairventures.org

Title: Dean

[Redacted Signature]

Annex No. 1

Work Plan

Phases

Months numbered from the project beginning.

Phase I. (M1-M3): Design and evaluation of the measurement methods

- DBH measurement method design, development and evaluation. Data preparation and cleaning. Report includes method stability and precision, and also computation effectiveness on various mobile platforms (Milestones I., II.). API definition for integration to production solution (partially Milestone III.).
- Research and development of the tree-species classification, evaluation and accuracy analysis (partially Milestone V.). Data preparation and cleaning, training and evaluation of statistical models.

Phase II. (M4-M5): Refactorization and integration

- DBH measurement method refactorization and preparation of the functional library with defined API for integration to mobile GUI application (Milestone III.). Support functions and adjustments for visual aid and guidance GUI implementation (Milestone IV.)
- Tree-species classifier API and integration to product solution. Improving statistical models (Milestone V.). Research na pilot experiments in satellite data verification (Milestone VI.).
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