

SOFTWARE LICENSE AGREEMENT

This Software License Agreement (the “**Agreement**”) is made by and between:

- [1] **Fyzikální ústav AV ČR, v. v. i.**, ID: 683 78 271, TAX ID: CZ68378271, with its registered office at Na Slovance 1999/2, 182 21 Prague 8, Czech Republic, registered in the Public Research Institutions Register maintained by the Ministry of Education, Youth and Sports, represented by RNDr. Michael Prouza, Ph.D., director, bank account no. 2106535627/2700 maintained by UniCredit Bank Czech Republic and Slovakia, a.s. (the “**Licensor**”)

and

- [2] **TESCAN ORSAY HOLDING, a.s.**, Company ID: 416 00 240, TAX ID: CZ41600240, with its registered office at Libušina třída 863/21, Kohoutovice, 623 00 Brno, Czech Republic, registered in the Commercial Register maintained by the Regional Court in Brno under File No. B 6079, represented by _____ (the “**Licensee**”)

1. INTRODUCTORY PROVISIONS

- 1.1. The Licensee wishes to obtain a License under the terms and conditions of this Agreement for using “**PETS Standard software**” and “**PETS Enhanced software**” (together the “**Software**”) developed by the Licensor and specified in Schedule A (Software Specification) to this Agreement.
- 1.2. The Licensor agrees to provide the License to the Licensee for using the Software under the terms and conditions of this Agreement for the Licensee’s commercial purposes.
- 1.3. The Licensee agrees to pay the fees for the License and related services in the amounts and under the terms and conditions agreed in this Agreement.
- 1.4. The parties agreed that no transfer or assignment of any property or ownership, including intellectual property, shall occur based on this Agreement, unless specifically and explicitly agreed and specified in this Agreement.
- 1.5. The Licensee acknowledges that the Licensor is a public research institution focusing on basic and applied research in the field of physics. As part of its mission the Licensor may cooperate, and occasionally cooperates, with individuals and entities operating in various industries; the Licensor, however, is not an entrepreneur or business corporation primarily engaging in gainful activities.
- 1.6. The parties acknowledge that the Software was developed with a contribution from the project “TG02010056, System of effective use of results achieved by FZÚ in the application area” (in Czech: “*TG02010056, Systém efektivního uplatňování výstupů FZÚ v aplikační sféře*”).

2. DEFINITIONS AND INTERPRETATION

- 2.1. In this Agreement, unless the context otherwise requires:
- 2.1.1. “**Affiliate**” means
- a) in respect of any entity (being a corporate), a person that:
 - (i) Controls such entity;
 - (ii) is under the Control of such entity; or
 - (iii) is under the Control of a person that Controls such entity; and
 - b) in relation to a natural person:

- (i) a person closely affiliated or related to the natural person (in Czech: *osoba jí blízká*); or
 - (ii) an entity Controlled by the natural person;
- 2.1.2. “**Act on the Register of Contracts**” means Act No. 340/2015 Coll., on Special Conditions for Effectiveness of Certain Contracts, Publication of Such Contracts, and the Register of Contracts, as amended;
- 2.1.3. “**Approved Manufacturing Facility**” means the manufacturing facility operated by the Licensee or its Affiliates which has been approved by the Licensor pursuant to clause 3.2.2;
- 2.1.4. “**Business Corporations Act**” or „**BCA**” means the Act No. 90/2012 Coll., on Business Companies and Cooperatives, as amended;
- 2.1.5. “**Confidential Information**” means all confidential, scientific, technical, financial, business and other information, all manufacturing, marketing, sales and distribution data, all scientific and test data, documents, methods, techniques, formulations, operations, know-how, experience, skills, trade secrets, computer programs and systems, source codes, processes, practices, ideas, inventions, designs, samples, plans and drawings;
- 2.1.6. “**Control**” shall have the meaning specified in Section 74 et seq. of the BCA (in Czech: *ovládání* or *ovládat*) and the words “**Controlled**” and “**Controlling**” shall be construed accordingly;
- 2.1.7. “**Documentation**” means any user documentation to be provided by the Licensor for the purposes of implementation of this Agreement;
- 2.1.8. “**Effective Date**” means (i) August 15, 2021 subject to prior publication of the Agreement (to the extent required by applicable law) in the Register of Contracts under the Act on Register of Contracts, or (ii) the date of publication of the Agreement in the Register of Contracts under the Act on Register of Contracts following the date specified in point (i);
- 2.1.9. “**End User**” means a third party to whom the Licensee, the Licensee’s Affiliates or any other third party (e.g., distributors that are not the Licensee’s Affiliates) sold, gave, leased or otherwise provided or transferred the Product or a right to use the Product;
- 2.1.10. “**License**” means a right to use and exercise certain intellectual property rights towards the Software within the scope, and under the terms, conditions and limitations set out in this Agreement;
- 2.1.11. “**License Fee**” means any and all amounts referred to or expressed in this Agreement, and as specifically set out in clause 5.1 and Schedule D (License Fee and Service Fee), to be payable by the Licensee to the Licensor for the License to use the Software;
- 2.1.12. “**Product**” means a product, equipment or hardware specified in Schedule B (Product Specification) developed, produced and/or distributed by the Licensee that uses the Software in line with the purpose of the Software as defined in Schedule A (Software Specification);
- 2.1.13. “**Software**” means the **PETS Standard software** and **PETS Enhanced software** as specified in Schedule A (Software Specification) to this Agreement;
- 2.1.14. “**Sold Product**” means the Product (one item of the Product) (i) that the Licensee, the Licensee’s Affiliates or any other third party (e.g., distributors that are not the Licensee’s Affiliates) sold, gave, leased or otherwise provided or transferred (including any right to

use the Product) to the End User, or (ii) that has physically left the premises of the Approved Manufacturing Facility, whichever occurs earlier;

2.1.15. **“Support Services”** means support services regarding the Software provided by the Licensor as specified in Schedule C (Support Services Specification);

2.1.16. **“Support Fee”** means the amounts referred to or expressed in this Agreement, and as specifically set out in clause 5.3 and Schedule D (License Fee and Service Fee), to be payable by the Licensee to the Licensor for the Support Services provided.

2.2. Unless the context otherwise requires, words in the singular shall include the plural and, in the plural shall include the singular.

2.3. The following Schedules are deemed to be an integral part of the Agreement:

Schedule A – Software Specification

Schedule B – Product Specification

Schedule C – Support Services Specification

Schedule D – License Fee and Service Fee

3. LICENSE AND INTELLECTUAL PROPERTY RIGHTS

3.1. The Licensor grants to the Licensee, under the terms, conditions, and limitations, and within the scope set out in the Agreement:

- a) a worldwide, non-transferable, non-assignable, revocable, and non-exclusive License to use the PETS Standard software in connection with the Products, including all related Documentation provided to the Licensee under the Agreement; and
- b) a worldwide, non-transferable, non-assignable, revocable, and exclusive License to use the PETS Enhanced software in connection with the Products, including all related Documentation provided to the Licensee under the Agreement.
- c) End Users shall receive a single installable package that includes both PETS Standard software and PETS Enhanced software.

3.2. The License granted under this Agreement entitles and authorizes the Licensee to use the Software in the following scope and within the following limits:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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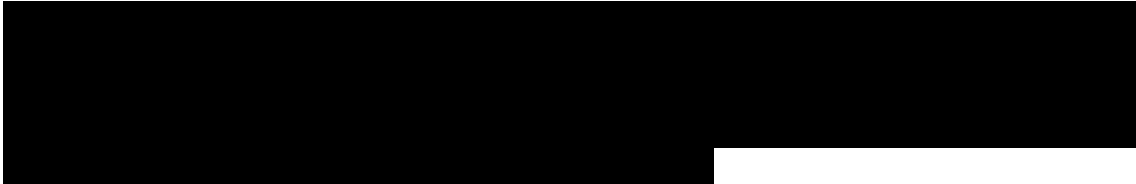
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- 3.5. Furthermore, the parties agreed that the Licensor shall be entitled, in its own discretion, to revoke the License by delivering a written notice to the Licensee in case of a material breach of the payment obligations under this Agreement by the Licensee. For the purpose of this clause, a material breach of the payment obligation shall mean particularly (but not exclusively) delay in payment of any amount for at least 60 (sixty) days.
- 3.6. The Licensee acknowledges and agrees that, other than the License as granted under this Agreement, the Licensee does not acquire any intellectual property or other proprietary rights, including patents, copyrights, trademarks (both registered and unregistered), industrial designs, moral rights, trade secret or confidential information, mask work rights, service marks, design rights, registered designs, topography rights, database rights, rights of confidence, know-how and all other similar intellectual property or proprietary rights anywhere in the world, whether or not registered or statutory and including, without limitation, all applications and registrations with respect to the foregoing (the “**Intellectual Property Rights**”), in or relating to the Software. The Licensee shall not refute or otherwise challenge the Licensor’s ownership of any such Intellectual Property Rights. Unless stated expressly in writing in this Agreement, neither party will acquire any ownership interest in, or license to, the other’s Intellectual Property Rights by virtue of this Agreement.

4. SUPPORT SERVICES

- 4.1. The Licensee declares that the Licensee has had an opportunity to inspect and test the Software and to verify whether it meets the Licensee’s needs and requirements in order to use the Software for the purposes set out in this Agreement.
- 4.2. The parties agreed that any and all (i) errors, defects, deficiencies, failures, problems or non-conformities in the Software shall be corrected, and/or (ii) any modifications, upgrades, engineering services, integration support, regarding the Software shall be provided (applicable to both points (i) and (ii) above) exclusively within the scope of Support Services provided by the Licensor to the Licensee.
- 4.3. Specification, scope and further terms and conditions for providing Support Services (including various types or levels of Support Services) are set out in Schedule C (Support Services Specification) to the Agreement.

5. LICENSE FEE, SUPPORT FEE AND PAYMENT CONDITIONS

- 5.1. The Licensee shall pay to the Licensor a License Fee in the amount specified in Schedule D (License Fee and Service Fee) to the Agreement. The License Fee shall be paid per every Sold Product.
- 5.2. The License Fee shall be paid biannually based on the number of Sold Products in the immediately preceding six (6) calendar months. The Licensee is obliged to provide the Licensor with a written report containing true and accurate information about the number of Sold Products along with the relevant documents in support of the number of Sold Products in the preceding six (6) calendar months within fifteen (15) days following the end of each six (6) calendar months. If the Licensee breaches its obligation according to the previous sentence, the Licensee shall be obliged to pay the Licensor a contractual penalty in the amount of EUR 5,000 for each individual case of breach of the respective obligation.

- 5.3. In addition, the Licensee shall pay a Support Fee to the Licensor in the amount specified in Schedule D (License Fee and Service Fee) and at the rate specified therein for every hour of the Licensor providing the respective Support Services.
- 5.4. The Support Fee shall be paid biannually based on the number of hours of providing Support Services in the immediately preceding six (6) calendar months.
- 5.5. License Fee and Support Fee shall be paid on the basis of a tax document which must contain data in accordance with applicable legislation, reference to this Agreement and, where applicable, other requisites required by this Agreement (the “**Invoice**”). License Fee and Support Fee shall be paid directly to Licensor’s bank account specified in the Invoice. VAT will be added to the amount according to legal regulations valid and effective as of the date of taxable delivery.
- 5.6. The due date of the Invoice is fifteen (15) days from the date of delivery of the relevant Invoice from the Licensor to the Licensee. The Invoice shall be sent in writing by post or e-mail (in PDF format) to the address of the Licensee's contact person. The Invoice shall be considered paid on the day the amount due is credited to the Licensor's account.
- 5.7. The License Fee and the Support Fee paid under this Agreement do not include any bank fees or other charges associated with the transfer of the respective amounts. The Licensee shall pay all bank fees associated with debiting the amount of money from its account to the Licensor’s account and the Licensor shall pay all bank fees associated with crediting the amount of money to its account.
- 5.8. The Licensor shall issue the Invoice not sooner than fifteen (15) days from the end of the respective time period. Upon receipt of the Invoice, the Licensee has fifteen (15) days to assess whether it meets the conditions of the Agreement and meets all requirements of the tax document according to applicable law and to return it if it contains any errors or fails to meet the requirements. By returning the Invoice, the due date, and the deadline for assessing the accuracy of the Invoice are halted and a new invoice period begins upon delivery of the duly corrected Invoice.
- 5.9. The Licensor may, upon at least five (5) days’ prior notice, review and inspect the Licensee’s, the Licensee’s Affiliates’ and the Approved Manufacturing Facilities’ books and records during standard business hours at their respective offices for the purpose of review and verification of the number of Sold Products and documents provided by the Licensee for the calculation of the License Fee under clause 5.2. The Licensee is obliged to allow such review and inspection and to ensure the cooperation of the Licensee’s Affiliates’ and the Approved Manufacturing Facilities’ so that the Licensor can exercise this right without any delay or limitations. The Licensor may, at its sole discretion, authorize a professional accountant or auditor to conduct such review and inspection.

6. PROVISION OF SOFTWARE

- 6.1. The Licensor undertakes to make available to the Licensee the Software as of the Effective Date, particularly (but not limited to) files for download and/or data carriers containing the Software or other parts or accessories of the Software (including necessary access codes or passwords, excluding the source code) and Documentation necessary to use the Software and exercise all rights set out in this Agreement. The parties shall execute a written hand-over protocol confirming that the Software was made available to the Licensee pursuant to this clause 6.1.
- 6.2. The Documentation to be provided under the clause 6.1 shall include training aids, user guides and system administration documentation (if applicable), to enable the Licensee and its employees to use the Software in line with this Agreement.

- 6.3. The Licensee shall have the right to reproduce all Documentation supplied by the Licensor under this Agreement, provided that such reproductions shall be solely for use by the Licensee or any of its successors that shall use the License upon the approval of the Licensor (i.e., the right to use the Documentations is transferrable exclusively together and under the same conditions as the License). Such reproductions shall be subject to the same restrictions on use and disclosure as are contained in this Agreement with respect to the original Documentation, and that any copyright notices or markings contained on such documentation shall not be removed from any reproduced copies.
- 6.4. The Licensee shall implement all reasonable security measures to prevent any unauthorized access to, or use of the Software by, third parties. Specifically, these measures shall be identical to those used by the Licensee to prevent unauthorized access to the Licensee's own software.

7. INDEMNITY AND LIMITATION OF LIABILITY

- 7.1. The Licensee acknowledges that the Licensor is a public research institution (see also clause 1.5 above) and provides the Software "AS IS", without warranty of any kind, express or implied (see also Section 8 below). In addition, the Licensee had an opportunity to inspect and test the Software as described in clause 4.1.
- 7.2. Following the facts stated in clause 7.1, the parties agree that with regard to the Software and its use in connection with the Products:
 - 7.2.1. To the maximum extent allowed by the applicable legal regulations, the Licensor shall not be liable to the Licensee for any damage, harm, expense, cost or loss (including loss of revenue or profits, loss of goodwill or injury to reputation, loss of business opportunity, indirect financial loss or damage, loss of expected savings, increase in debt or failure to reduce debt, reduction in the value of an asset, special, incidental, punitive or consequential damages; the "**Damage**") nor any claim arising thereof regardless of the form of action or theory of liability, whether in contract, strict liability, product liability, or tort (including negligence) and regardless of whether the Licensor knew, or had reason to know, of the possibility of any such Damage in question. Notwithstanding the foregoing, no limitation of liability shall apply if the Damage is caused intentionally or by gross negligence.
 - 7.2.2. The Licensor shall not be liable for any Damage incurred or allegedly incurred by any End User in connection with their using the Products with the Software installed or incurred or allegedly incurred by any other third party in connection with such use, regardless of the form of action or theory of liability, whether in contract, strict liability, product liability, or tort (including negligence) and regardless of whether the Licensor knew, or had reason to know, of the possibility of the Damage in question. The Licensee shall indemnify, defend and hold the Licensor harmless against any and all such liability, claims, suits, actions, demands, and any proceedings of any kind, threatened, asserted or filed in this connection against the Licensor by any third party (the "**Claims**") and any damage, losses, expenses, liabilities or costs incurred including attorneys' fees, in connection with such Claims raised against the Licensor.
- 7.3. The Licensee acknowledges that the Software may include third-party software code or components (such as frameworks, libraries, modules, application interfaces, tools, graphic objects, etc.; the "**Third-party software**") protected by such third party's intellectual property rights. A list of such Third-party software is disclosed in the Documentation provided to the Licensee. The Licensor reserves the right to update the list of Third-party software and inform the Licensee of any change or update of the list by providing updated Documentation to the Licensee. Use of such Third-party software is governed by the respective terms and conditions

(including its licensing terms) for such Third-party software and the Licensee is obliged to get familiar with such terms and conditions and comply with it.

The Licensee is solely responsible for complying with the terms and conditions relating to such Third-party software in connection with using the Product and the Software. The Licensor shall not be liable for any Damage incurred or allegedly incurred by the Licensee, End Users or any third-party that is a result of the Licensee's failure to comply with the terms and conditions relating to the Third-party software, regardless of the form of action or theory of liability, whether in contract, strict liability, product liability, or tort (including negligence) and regardless of whether the Licensor knew, or had reason to know, of the possibility of the Damage in question. The Licensee shall indemnify, defend, and hold the Licensor harmless against any and all such Claims, threatened, asserted or filed in this connection against the Licensor by any third party and any damage, losses, expenses, liabilities or costs incurred including attorneys' fees, in connection with such Claims raised against the Licensor.

- 7.4. Given the facts above, the Licensee agrees and undertakes to arrange for and maintain for the duration of the Agreement sufficient insurance that would adequately cover and protect the Licensee against and/or compensate any such Damage or Claims as specified in clauses 7.2 and 7.3 above.
- 7.5. In any event, the Licensor's maximum liability to the Licensee under this Agreement or otherwise for any cause whatsoever shall be for direct costs and damage only due to Licensor's provable breach of its obligations under this Agreement. In addition, the Licensor's maximum liability to the Licensee under this Agreement shall be limited to the sum of the License Fees and Support Fees actually paid by the Licensee to the Licensor in the calendar year in which the alleged costs or damage occurred; this limit shall apply in aggregate to any costs or damage allegedly incurred by the Licensee in the respective calendar year.
- 7.6. The Licensor shall provide the Licensee with reasonably prompt written notice of any third-party Claims and reasonable information and assistance to help the Licensee to defend such Claims. The Licensor's failure to give prompt notice shall not constitute a waiver of the Licensor's right to indemnification and shall affect the Licensee's indemnification obligations only to the extent that the Licensee's rights are materially prejudiced by such failure or delay. The Licensee will not have any right, without Licensor's written consent, to settle any such claim if such settlement arises from, or is part of, any criminal action, suit or proceeding or contains a stipulation to, or admission or acknowledgment of, any liability, infringement, or wrongdoing on the part of the Licensor or its Affiliates, or otherwise requires the Licensor or its affiliates to take or refrain from taking any material action.
- 7.7. The parties acknowledge and agree that the limitations and indemnification obligations contained in this Section 7 are reasonable in the light of all the circumstances.

8. DISCLAIMER OF WARRANTIES

- 8.1. The Licensee expressly agrees that the use of the Software and Products is at Licensee's own risk. All licensed Software, Documentation, information and materials provided by Licensor are provided "AS IS". The Licensor specifically disclaims all warranties, whether express or implied, whether by statute, common law, custom or usage or otherwise, including warranties of merchantability, fitness for a particular purpose, title, and non-infringement, and all warranties arising in the course of dealing, usage, or trade practice. Without limiting the foregoing, the Licensor makes no warranty of any kind that the licensed Software, or any results of the use thereof, will meet the Licensee's or other persons' requirements, operate without interruption, achieve any intended result, be compatible or work with any software, systems, or other services; or be secure, accurate, complete, free of harmful code or error free or that any errors or defects can or will be corrected. The Licensor disclaims any and all warranties, whether

express or implied, of absence of actual or potential conflict with third parties' intellectual property rights in connection with the Licensee's or End Users' use of the Software in connection with the Products or the use of the Products, particularly (but not exclusively) regarding the fact that this Agreement does not limit the Licensee as to the territory and markets where the Products shall be distributed and used; the Licensee shall be solely responsible for verifying compliance of use of Products and the Software in such territories and markets with the applicable legal regulations, including third-party Intellectual Property Rights or any other third-party rights.

9. DURATION OF THE AGREEMENT

- 9.1. This Agreement is concluded for 5 years and shall commence on the Effective Date.
- 9.2. The License is granted by the Licensor to the Licensee with effect from the Effective Date and shall remain in effective for the whole duration of this Agreement. This shall not affect the duration of the sublicences granted to the End Users of the Products in compliance with this Agreement.

10. FORCE MAJEURE

- 10.1. In this Agreement, "force majeure" shall mean any cause preventing any party from performing any or all of its obligations which arise from, or are attributable to, circumstances beyond its reasonable control, including without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of the party so prevented or of any other party), act of God, government actions, war, riot, hostilities (whether war be declared or not), armed conflict, terrorist attack, terrorist activity, nuclear, chemical or biological contamination, sonic boom, civil commotion, invasion, revolution, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, power failure, internet failure, breakdown of machinery, fire, flood, storm, disease, epidemic, or import and/or export regulations or embargoes.
- 10.2. If any party is prevented or delayed in the performance of any of its obligations under this Agreement by force majeure, it shall immediately serve notice in writing on the other party specifying the nature and extent of the circumstances giving rise to force majeure, and subject to service of such notice and having taken all reasonable steps to avoid such prevention or delay, shall have no liability in respect of the performance of such of its obligations as are prevented by the force majeure events during the continuation of such events, and for such time after they cease as is necessary for that party, using all reasonable endeavors, to recommence its affected operations in order for it to perform its obligations.
- 10.3. If either of the parties is prevented from performance of its obligations for a continuous period in excess of three (3) months by reason of force majeure or, acting reasonably, the other party believes that the first party will be prevented from performing its obligations for a continuous period in excess of three (3) months by reason of force majeure, the other party may terminate this Agreement immediately on service of written notice to the first party, in which case neither party shall have any liability to the other except that rights and liabilities which accrued prior to such termination shall continue to subsist.
- 10.4. The party claiming to be prevented or delayed in the performance of any of its obligations under this Agreement by reason of force majeure shall use reasonable endeavors, without being obliged by this Agreement to incur any expenditure, to bring the force majeure event to a close or to find a solution by which the Agreement may be performed despite the continuance of the force majeure event.

11. DEFAULT

11.1. A material breach or default by either party of any of the terms, conditions, warranties or representations provided in this Agreement or in carrying out any of its obligations under the Agreement shall give rise to an event of a material default by such party (the “Default”). The affected party may, at its option, terminate the rights and obligations under this Agreement and, in case of the Licensor, revoke the License, upon giving the other party a notice in writing of the specific details of the alleged Default and where the other party has not remedied such Default to the satisfaction of the affected party within fifteen (15) days of receipt of such notice. For the purposes of this clause, termination for Default will be effective thirty (30) days after receipt of the Default notice by the party in breach, unless the Default has been remedied to the satisfaction of the affected party or the party in breach is diligently pursuing the completion of the remedy to the Default to the satisfaction of the affected party and setting a date for completion of that remedy.

12. TERMINATION

12.1. This Agreement may be terminated in the following circumstances:

12.1.1. by either party in case of force majeure as provided in clause 10;

12.1.2. by the Licensor in the case defined in clause 3.5;

12.1.3. by either party in case of Default as provided in clause 11; or

12.1.4. by the Licensor with immediate effect from the date of delivery to the Licensee of a written notice if the Licensee:

- i. makes any voluntary arrangement with its creditors or becomes subject to an administration order or documents are filed with a court of competent jurisdiction for the appointment of an administrator, or notice of intention to appoint an administrator is given by its directors; or
- ii. goes into bankruptcy (otherwise than for purposes of reorganization); or
- iii. becomes insolvent or ceases, or threatens to cease, to carry on business;
- iv. suffers any analogous proceedings under any applicable law; or

12.1.5. by either party upon a written notice without cause with a six (6) months prior notice. To avoid any doubt, the parties may not claim any compensation or damages as a result of the other party exercising its right to terminate this Agreement pursuant to this clause 12.1.5.

13. CONSEQUENCES OF TERMINATION

[REDACTED]

- 14.2.3. in cases required by applicable legal regulations (e.g., obligatory publication in the Register of Contracts under the Act on Register of Contracts).
- 14.3. Both parties undertake to ensure that persons and bodies referred to in clause 14.2 are made aware prior to the disclosure of any part of the Information that the same is confidential and that they owe a duty of confidence to the other party.
- 14.4. Each party to this Agreement shall promptly notify the other party if it becomes aware of any breach of confidence by any person to whom it divulges all or any part of the Information and shall give the other party all reasonable assistance in connection with any proceedings which the other party may institute against such person(s) for breach of confidence.
- 14.5. The obligations in this Section 14 as to confidentiality shall remain in full force and effect notwithstanding any termination of this Agreement.

15. DISPUTE RESOLUTION; GOVERNING LAW

- 15.1. Any disputes arising from or in connection with this Agreement shall be subject to the exclusive jurisdiction of the competent Czech court.
- 15.2. This Agreement shall be governed by and construed in accordance with laws of the Czech Republic.

16. FINAL PROVISIONS

- 16.1. This Agreement constitutes the whole and only agreement and understanding between the parties relating to its subject matter and supersedes and extinguishes any drafts, agreements, undertakings, representations, warranties, and arrangements of any nature whatsoever, whether or not in writing, between the parties, in connection with the subject matter of this Agreement whether existing prior to or at the same time as this Agreement, unless otherwise anticipated or stated in this Agreement.
- 16.2. The rights under this Agreement of either party are independent, cumulative and without prejudice to all other rights available to it whether as a matter of law, statute, custom or otherwise.
- 16.3. Each party shall be obliged to deal with any personal data according to applicable laws, including the laws of the European Union (if applicable to such party by law or contract).
- 16.4. No waiver by any party of any breach or non-fulfilment by any other party of any provisions of this Agreement shall be deemed to be a waiver of any subsequent or other breach of that or any other provision and no failure to exercise or delay in exercising any right or remedy under this Agreement shall constitute a waiver of that right or remedy. No single or partial exercise of any such right, power or remedy shall preclude or impair any other or further exercise of it or the exercise of any other right, power or remedy provided by law or under this Agreement. Any waiver of any right, power or remedy under this Agreement must be in writing and may be given subject to any conditions thought fit by the grantor. Unless otherwise expressly stated, any waiver shall be effective only in the instance and only for the purpose for which it is given.
- 16.5. No amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each party and published in the Register of Contracts under the Act on Register of Contracts.
- 16.6. Each party shall pay its own costs and expenses in relation to the negotiation, preparation, execution and carrying into effect of this Agreement.
- 16.7. This Agreement may be executed in any number of counterparts. Each counterpart shall constitute an original of this Agreement.

- 16.8. Each of the provisions of this Agreement is severable, unless agreed otherwise. If any provision is or becomes illegal, invalid, or unenforceable in any respect under the law of any jurisdiction, the legality, validity, or enforceability in that jurisdiction of the remaining provisions of this Agreement shall not in any way be affected or impaired by it subject to the operation of this clause not negating the commercial intent of the parties under this Agreement.
- 16.9. Nothing in this Agreement shall constitute or be deemed to constitute a partnership between the parties and neither of them shall have any authority to bind the other in any way.
- 16.10. Each party shall obtain written approval from the other prior to making any press release or public statement or announcement regarding this Agreement or any ancillary matter unless the release, statement or announcement is required by law or the rules of any recognized stock exchange, or unless the release, statement or announcement made by the Licensor is part of the Licensor's regular/periodical publications, such as annual reports, and the content of such release, statement or announcement is reasonable, factual and absent of any harmful mentions regarding the Licensee. Any such required announcement shall in any event be issued only after prior consultation with the other party as to its contents. This clause 16.10 shall be without any prejudice to the agreed confidentiality obligation.

In Prague on 08. 09. 2021

In Brno on 27. 07. 2021

The Licensor:

The Licensee:

RNDr. Michael Prouza, Ph.D.
Director

Name: Jaroslav Klíma
Position: Chairman of the
Board of Directors

SCHEDULE A
Software Specification

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SCHEDULE B
Product specification

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SCHEDULE C
Support Services Specification

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SCHEDULE D
License Fee and Support Fee

License Fee

3,333 EUR per Sold Product.

Support Fee

Support Service	Support Fee
Standard updates (including e.g., UX improvements and correction of identified/reported defects)	A fixed fee of 3,600 EUR per piece of Product Sold
Standard upgrades	
Customer support and consultations	
Engineering and development, including integration support	2,000 CZK per hour of Support Services provided [+ applicable VAT]

License Fee and Support Fee for the respective Support Services shall be calculated and paid cumulatively, i.e., as a sum of the fees described above.

Example calculation:

If the Licensee sells 5 pieces of the Product using the Software to End Users, the Licensee shall pay to the Licensor:

16,665 EUR (as License Fee) + 18,000 EUR (as fixed Support Fee for standard updates, correction of defects, standard upgrades and customer support and consultations) = 34,665 EUR in total.