

**AGREEMENT OF LENDING FOR USE
FOR TEST PURPOSES**

concluded on 1st of October 2021 in Balice, by and between:

Mitsubishi Electric Europe B.V. seated in Amsterdam, Capronilaan 46, Amsterdam, 1119NS Schiphol-Rijk, acting through a branch of a foreign entrepreneur — **Mitsubishi Electric Europe B.V. (Spółka z ograniczoną odpowiedzialnością) Branch in Poland**, ul. Krakowska 48, 32-083 Balice, entered into the Register of Entrepreneurs of the National Court Register maintained by the District Court for Kraków-Śródmieście, XII Commercial and Registration Division under number KRS 0000338549; Tax ID No. NIP: 5130195269;

represented by **Marketing & Technical Sales Support Department Manager** — [REDACTED]

hereinafter referred to as **Mitsubishi**;

and

VSB-Technical University of Ostrava seated in 17. listopadu 2172/15, 70800 Ostrava-Poruba, Czech Republic, established on Act No. 111/1998 Coll., on Higher Education, as amended *holder of Tax ID No. NIP: CZ61989100*

represented by: **dean of Faculty of Electrical Engineering and Computer Science** — **prof. Ing. Jan Platoš, Ph.D.**

hereinafter referred to as the **Tester**;

hereinafter also referred to as **Parties**;

as follows:

§ 1 SUBJECT OF AGREEMENT

- Mitsubishi hereunder undertakes to make equipment referred to in §1 par. 2 hereof (hereinafter referred to as the "Equipment") available to the Tester free of charge. The Equipment shall be made available to the Tester on conditions specified herein, solely for the purposes of technical tests allowing for the assessment of fitness of the Equipment for the needs of the Tester.
- The subject of the agreement pertains to the following Equipment:

No.	Name	Quantity	Description	Net value in EUR
1	A1 SET – Ostrava University	1	3720 €
2.	A1.1 SET – Ostrava University	1	3760 €
3.	A3 SET – Ostrava University	1		3155 €
4.	A4 SET – Ostrava University	1		3900 €
5.	A5 SET – Ostrava University	1		5000 €
6.	A6 SET – Ostrava University	1		2600 €

3. Total value of Equipment made available is: EUR 22 135 € net. The value of the Equipment is applied towards the Tester's credit limit at Mitsubishi.
4. Mitsubishi represents that it is the owner of the Equipment.

§ 2 TERM

1. This Agreement has been entered into for a definite period of 5 years from its signing.
2. Mitsubishi is entitled to terminate this Agreement with immediate effect if:
 - a) the Tester uses the Equipment in a way incompliant with its properties, intended use, or this Agreement;
 - b) the Tester causes or exposes the Equipment to a deterioration of its condition;
 - c) the Tester fails to insure the Equipment pursuant to §4 par. 8 hereof or defaults for over 7 days with presenting Mitsubishi with a proof of insurance of the Equipment pursuant to §4 par. 8 hereof;
 - d) the Tester lets, leases, lends for use the Equipment, also in part, to a third party without written consent of Mitsubishi under the pain of nullity, subject to §4(2) sentence 2 of the agreement;
 - e) the Tester changes the place of tests and storage of the Equipment without written consent of Mitsubishi under the pain of nullity.
3. In case this Agreement is terminated under the circumstances as specified in par. 2, Mitsubishi shall have the right to impose a contractual penalty on the Tester in the amount of 10% of the value of the Equipment specified in §1 par. 3 hereof; and Mitsubishi shall also have the right to claim complementary compensation on general rules of the Polish Civil Code in excess of stipulated contractual penalties.
4. Mitsubishi shall be obligated to terminate this Agreement with a 7-day notice in case the Equipment becomes necessary to Mitsubishi for unforeseen reasons.

§ 3 CONTACT PERSONS

The Parties establish the following as contact persons:

1. for Mitsubishi: [REDACTED]; Solution Engineer
name and surname *position*

e-mail: [REDACTED]

2. for the Tester: [REDACTED]; Head of Department of Cybernetics and Biomedical Engineering
name and surname *position*

e-mail: [REDACTED]

§ 4 TESTER'S OBLIGATIONS

1. The Tester undertakes to:
 - a) use the Equipment solely for the purpose as specified in §1 par. 1 hereof;

- b) provide Mitsubishi with opinions on the tests, once they have been completed;
 - c) observe OHS regulations and operation manual of the Equipment;
 - d) use the Equipment in accordance with this Agreement, and in accordance with its intended use and properties.
2. The Tester shall not lend for use, lease or rent, or allow the Equipment, both in whole or in part, to be used free of charge or against payment by a third party without prior written consent of Mitsubishi, under the pain of nullity. The Parties agree that further lending of the Equipment by the Tester to the following person shall not require Mitsubishi's additional consent:



with the proviso that: (i) the Equipment shall be stored and used in Technical University of Ostrava, Faculty of Electrical Engineering and Science at ul 17. listopadu 2172/15 , (ii) the Equipment shall be used by the Further Tester only for the purpose of technical tests, (iii) the Tester shall bear liability for activities or omissions of the Further Tester (in particular in case of untimely return of the Equipment, its destruction, loss or damage) as for his own activities or omissions.

3. The Tester shall incur all costs connected with the maintenance of the Equipment, including its testing.
4. The Tester shall bear liability for all damage caused to the Equipment, including also for accidental loss, destruction or damage of the Equipment from its delivery until its return.
5. The Tester shall be obligated to return the Equipment in a non-deteriorated condition; the Tester, however, shall not bear liability for regular wear and tear of the Equipment resulting from its proper use for the purpose as specified herein.

§ 5 DELIVERY AND RETURN OF THE EQUIPMENT

1. Mitsubishi shall deliver the Equipment at its own cost and risk to the facility of the Tester located in Ostrava, at ul. 17. listopadu 2172/15 The said location shall also be the place at which the Equipment will be tested and stored by the Tester. The Tester shall not change the place referred to in the preceding sentence without written consent of Mitsubishi under the pain of nullity.
2. The Tester shall return the Equipment at its own cost and risk to the facility of Mitsubishi located in Brno , at ul. Mlýnská 425/70, within 7 days from the day of termination hereof.
3. In case the Tester fails to return the Equipment within 14 days from the date of termination hereof, Mitsubishi shall have the right to impose a contractual penalty on the Tester in the amount of 0.5% of the total value of the Equipment specified in §1 par. 3 hereof; and Mitsubishi shall also have the right to claim complementary compensation on general rules of the Polish Civil Code in excess of stipulated contractual penalties.

§ 6 LIABILITY OF MITSUBISHI

1. The compensatory liability of Mitsubishi on account of non-performance or improper performance of this agreement shall be limited to 20% of the total value of the Equipment referred to in §1 par. 3 hereof. In no case shall Mitsubishi bear liability for data and software lost by the Tester or third parties, as well as for loss consisting in lost profit or a failure to obtain expected profits. The above limitation also pertains to claims on account of loss caused by down-time, notwithstanding the reasons of such down-time.
2. Mitsubishi shall bear no liability for losses of the Tester and third parties occurring in connection with defects of the Equipment.

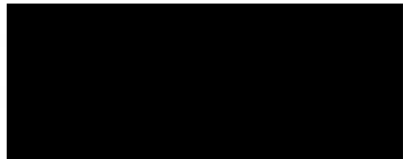
§ 7 FINAL PROVISIONS

1. Any disputes arising in connection herewith shall be referred for resolution to a competent court with its jurisdiction over the seat of Mitsubishi in Balice.
2. All changes hereto must be made in writing, or otherwise they shall be null and void.
3. Matters not regulated herein shall be governed by the provisions of the Polish Civil Code.
4. This Agreement has been made in two identical copies, one for Mitsubishi and one for the Tester.

DocuSigned by:



MITSUBISHI



TESTER

