

Contract No. SM210146

between Výzkumný a zkušební letecký ústav, a.s. and

ENTERED BY AND BETWEEN

Výzkumný a zkušební ústav, a.s.

whose Registered Office is at:

Beranových 130
199 05, Praha - Letňany
VAT: CZ00010669

represented by Ing. Josef Kašpar, Chairman of the board, and JUDr. Petr Matoušek, Member of the Board

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

The following has been agreed between the Customer and the Subcontractor, hereinafter referred to as a **“Party”** and collectively as the **“Parties”**:

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DEFINITIONS

“Advance Payment”

means a payment foreseen in the Contract intended to provide the Subcontractor with liquidity to allow the initiation of the contractual works.

“Contract”

means an agreement established in writing the subject of which is any activity carried out to- or for the [REDACTED] in exchange of a price or another consideration, including any amendment to such agreement via a Contract Change Notice (“CCN”).

“Day”

means calendar day.

“Force Majeure”

means an event which is, unforeseeable, unavoidable and external at the time of Contract signature, occurs beyond the control of the affected Party and renders the performance of the Contract impossible for the affected Party, including but not limited to: Acts of God, Governmental Administrative Acts or omissions, consequences of natural disasters, epidemics, war hostilities, terrorist attacks.

“Intellectual Property Rights”

means all Registered Intellectual Property Rights, and all unregistered intellectual property rights granted by law without the need for registration with an authority or office including all rights in information, data, blueprints, plans, diagrams, models, formulae and specifications together with all copyright, unregistered trademarks, design rights, data base rights, topography rights, know-how and trade secrets or equivalent rights or rights of action anywhere in the world.

“Legitimate Commercial Interests”

means an interest the Subcontractor can demonstrate which is important to its ability to commercially exploit Intellectual Property Rights arising from work performed under the Contract for a defined period of time which includes but is not limited to an economic position vis-à-vis a competitor, loss of profits or survival of an undertaking.

“Member State”

means a State which is Party to the Convention of the [REDACTED] in accordance with Articles XX and XXII of the said Convention.

“Participating States”

means a Member or non-Member State participating in a given ██████ programme according to Article V.1 (a) and (b) of the ██████ Convention.

“Participating State’s Own Public Requirements”

means a public programme in the field of space research and technology and their space applications fully funded or funded to a substantial extent by the Participating State.

“Persons and Bodies”

means any individual, partnership, company, research organisation or legal entity under the jurisdiction of a Participating State which, when relevant, meets the criteria set out in Article II (3) of Annex V to the ██████ Convention.

“Progress Payment”

means a payment that is made against:
(a) successful achievement, certified in writing by the ██████ representatives, of a milestone defined in the milestone payment plan of a fixed price contract;
(b) cost reports approved by the ██████ in a cost reimbursement contract for a period agreed in the Contract.

“Registered Intellectual Property Rights”

means all rights granted by law through registration with an authority or office (whether actually registered or in the form of applications) including all registered patents, utility models, designs, topography rights, domain names and trademarks or equivalent rights and rights of action anywhere in the world.

“Subcontractor”

means the economic operator who is under contract to a Contractor of the ██████ to provide supplies or services in support of a Contract placed by the ██████

“Third Party”

means a natural or legal person not having signed the Contract.

ARTICLE 1 - SUBJECT OF THE CONTRACT; GENERAL TERMS OF EXECUTION

1.1 The Subcontractor undertakes to perform the activity [REDACTED] Satellites [REDACTED] (all hereafter referred to as the "Work") and to deliver all the items listed in Article 2 and Appendix 3 to this Contract.

1.2 The Work shall be performed in accordance with the provisions stated in the following documents, listed in order of precedence in case of conflict:

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

1.3 General Terms of Execution

1.3.1 The Subcontractor's own sales conditions shall not apply.

1.3.2 The language of this Contract and of all communications hereunder shall be English. The substantive law according to which this Contract shall be construed is the Law of the Czech Republic.

1.3.3 The Parties shall use their best endeavours to amicably settle any dispute arising out of the Contract. Failing an attempt towards an amicable settlement, all disputes shall be finally settled in accordance with the Rules of Arbitration of the International Chamber of Commerce by one (1) or three (3) arbitrators designated in conformity with such Rules. The Arbitration Tribunal shall sit in Prague, the Czech Republic. The Tribunal's award shall be final, binding on the Parties and no appeal shall lie against it. The enforcement of the award shall be governed by the rules of procedure in force in the state/country in which the award is to be executed.

1.3.4 The Subcontractor shall be fully responsible towards the Customer for the proper execution of the Work.

1.3.5 Any publicity material prepared by the Subcontractor related to an activity performed by the Subcontractor in the context of this Contract shall acknowledge that the activity is/was carried out "Funded through an [REDACTED] Contract in the Czech Third Party Framework Project". It shall display the [REDACTED] logo if the [REDACTED] so requires. It shall also carry a disclaimer stating that the view expressed in such publications can in no way be taken to reflect the official opinion of the [REDACTED] and The Ministry of Transport of the Czech Republic.

1.3.6 In the discharge of its obligations under this Contract, the Subcontractor shall additionally comply with the Eligibility Requirements identified in Article 18, paragraphs 2 and 12, of the Procurement Regulations.

This applies at the moment of Contract signature as well as for the whole duration of the Contract.

1.3.7 The Subcontractor shall, in accordance with the [REDACTED] Policy on the Prevention, Detection and Investigation of Fraud, cooperate with the [REDACTED] investigation team in any investigation of fraud initiated by the [REDACTED] and inform its personnel of their obligation to cooperate accordingly.

ARTICLE 2 - DELIVERY REQUIREMENTS; PLACE AND DATE OF DELIVERY

2.1 General

- 2.1.1 Delivery shall be considered as effected only when the relevant deliverable items are in the Customer's possession.
- 2.1.2 Should it seem likely that the originally specified delivery date(s) may be exceeded, the Subcontractor shall immediately notify the Customer in writing and provide a detailed justification for the delay.
- 2.1.3 No price adjustment in favour of the Subcontractor will be applicable for the period of delay in delivery.

No penalty to be deducted from the Contract price shall apply in case of late delivery.

Should the Customer conclude that the delays in delivery have impaired the intended objectives of the Work, the provisions of Article 6.5 below shall apply.

- 2.1.4 The Subcontractor shall be responsible for the appropriate marking, packing, package labelling, insurance, freight, carriage and delivery relative to all deliverable items due hereunder and shall bear any cost relative to all of the above. Deliverable items shall furthermore be packed to guard against loss, damage or deterioration during transport and delivery. If found damaged or defective upon delivery, the Customer reserves the right to return the affected items at the Subcontractor's expenses.

Should in the execution of this Contract a need arise to provide the Customer with information which is subject to export control laws and regulations, the Subcontractor shall be responsible to ensure in all cases that such information is passed on to the Customer in strict compliance with the provisions of such export control laws and regulations.

- 2.1.5 In the event of an alleged delay in delivery due to Force Majeure, the Subcontractor shall report to the Customer the Force Majeure event and its immediate consequences within one (1) week after its occurrence. The Subcontractor shall bear the burden of proof for the existence, duration and consequences of Force Majeure, such proof to be provided within one (1) month from the occurrence of the Force Majeure event.

In case of Force Majeure, the Subcontractor shall not be considered at default and its obligations under the Contract shall be suspended during the Force Majeure event. The Subcontractor shall make reasonable efforts to mitigate the impact on the schedule and the performance of its contractual obligations.

In case of Force Majeure, an extension of the time-limit for execution or a postponement of delivery dates shall be granted in writing by the Customer.

If the delay due to the Force Majeure exceeds three (3) months, the Parties are entitled to terminate the Contract by giving not less than two (2) months' written notice to the other Party, unless the Parties agree to modify the Contract in order to take into account the effects of the Force Majeure.

In case of termination due to Force Majeure, the amount to be paid shall be calculated as per Articles 6.6.2 and 6.6.4. No other payments, compensation or indemnities shall be due by the Customer to the Subcontractor.

Either Party may implement Article 2.1.5 should unknown consequences of the COVID-19 outbreak at the time of signature of the present Contract affect the performance of its obligations, despite such event being known to the Parties at the time of Contract signature.

2.2 Acceptance and Rejection

The acceptance by the Customer of the deliverables shall be declared upon verification, by the Customer, that the Work has been performed in compliance with the Customer's requirements and that the required results have been achieved. The said deliverables shall be considered as accepted in the absence of an explicit reaction in respect to the same, by the Customer, within one (1) calendar month counting from the time of submission for acceptance. The provisions of Article 6.5 below shall apply in this respect.

2.3 Deliverable Documents

The Subcontractor shall, during the performance of this Contract, deliver all documentation and reports specified in Appendix 3 and in the Subcontractor's Proposal referred to in Article 1.2d) above, in the format and quantities specified therein.

These shall be sent to the Customer's Technical Officer mentioned in Article 6.1, unless otherwise specified, in accordance with the following specific provisions:

- 2.3.1 The draft versions of the final documents [Final Report and Executive Summary Report] as defined in section 3.5 of Appendix 1 shall be submitted for approval, in electronic format, to the Customer's Technical Officer specified herein, not later than 2.2.2023.

The finalised versions thereof shall be issued not later than four (4) weeks after the approval of the draft versions, as specified in Appendix 1.

At the same time as delivery of the final documents, the Technical Data Package, containing all approved Technical Notes, shall be delivered by email in an electronic searchable, indexed and not encrypted PDF and original (WORD) format to the Customer's Technical Officer.

2.3.2 The signed electronic copy of the Contract Closure Documentation (Appendix 1, Annex A) shall be delivered to the Customer's Authorised Representatives not later than the time of submitting the invoice for the Final Settlement (Article 4.1.3 here below).

2.4 Other Deliverables

The mathematical model(s) and data resulting from the Work hereunder and as defined in the Project Proposal shall be made available to the Customer Technical Officer specified herein for inspection, not later than 2.2.2023.

ARTICLE 3 - PRICE

3.1 The total cost of this activity is estimated at:

[REDACTED]

[REDACTED]

[REDACTED]

At least [REDACTED] of the cost of the activity shall be funded by the Subcontractor through its internal funds and shall not be recharged to the Customer in other contracts nor in the form of overhead.

The abovementioned price is hereby defined as a Firm Fixed Price and, as such, it shall not be subject to any adjustment or revision by reason of the actual costs incurred by the Subcontractor in the performance of this Contract.

3.2 Any amount stated above does not include any value added taxes ("VAT") or import duties in the Member States of the Customer.

3.3 The price is stated as being Delivered Duty Paid ("DDP") for all deliverables, exclusive of import duties and VAT in accordance with the Incoterms[®] 2020, to the addressees mentioned, or referred to, in Article 6 of this Contract. Reference to the Incoterms[®] in this provision is exclusively for the purpose of price definition. The price furthermore includes all costs relative to the Subcontractor's obligations under Article 2.1.4 above.

ARTICLE 4 - PAYMENTS AND INVOICING

4.1 Payments

Payments shall be made within [REDACTED] Days of receipt at Customer's Finance Office of the required documents and fulfilment of the requirements specified in Articles 4.1.1 – 4.1.3 below. Only upon fulfilment of these requirements shall the Customer regard the invoice as due.

Requirements to be fulfilled:

4.1.1 Advance Payment:

- Advance Payment Request ("APR"): to be submitted after signature of this Contract by both Parties. The Advance Payment constitutes a debt of the Subcontractor to the Customer until it has been set-off against subsequent milestones as shown in Article 4.2 here below.

4.1.2 Progress Payments:

- Milestone Achievement Confirmation ("MAC") (hereinafter referred to as "confirmation") with supporting documentation, as necessary, submitted by the Subcontractor. The supporting documentation shall justify the actual achievement of the milestones as defined in the Payment Plan specified in Article 4.2 here below; and
- Invoice.

4.1.3 Final Settlement:

- Confirmation submitted by the Subcontractor with supporting documentation. The supporting documentation shall justify the actual achievement of the milestone as defined in the Payment Plan specified in Article 4.2 here below; and
- Invoice; and
- Delivery, and acceptance by the Customer, of all due items and fulfilment of all other obligations in accordance with the terms of this Contract; and
- Signed Contract Closure Documentation using the template provided in Appendix 1, Annex A.

Payments shall be made according to the provisions hereunder:

4.1.4 The Customer shall credit the account of the Subcontractor to its benefit.

The Customer shall be afforded all the necessary visibility, whether remotely or by means of inspection of the Subcontractor's premises, in order to ascertain the progress of the Work prior to authorising the relevant payment.

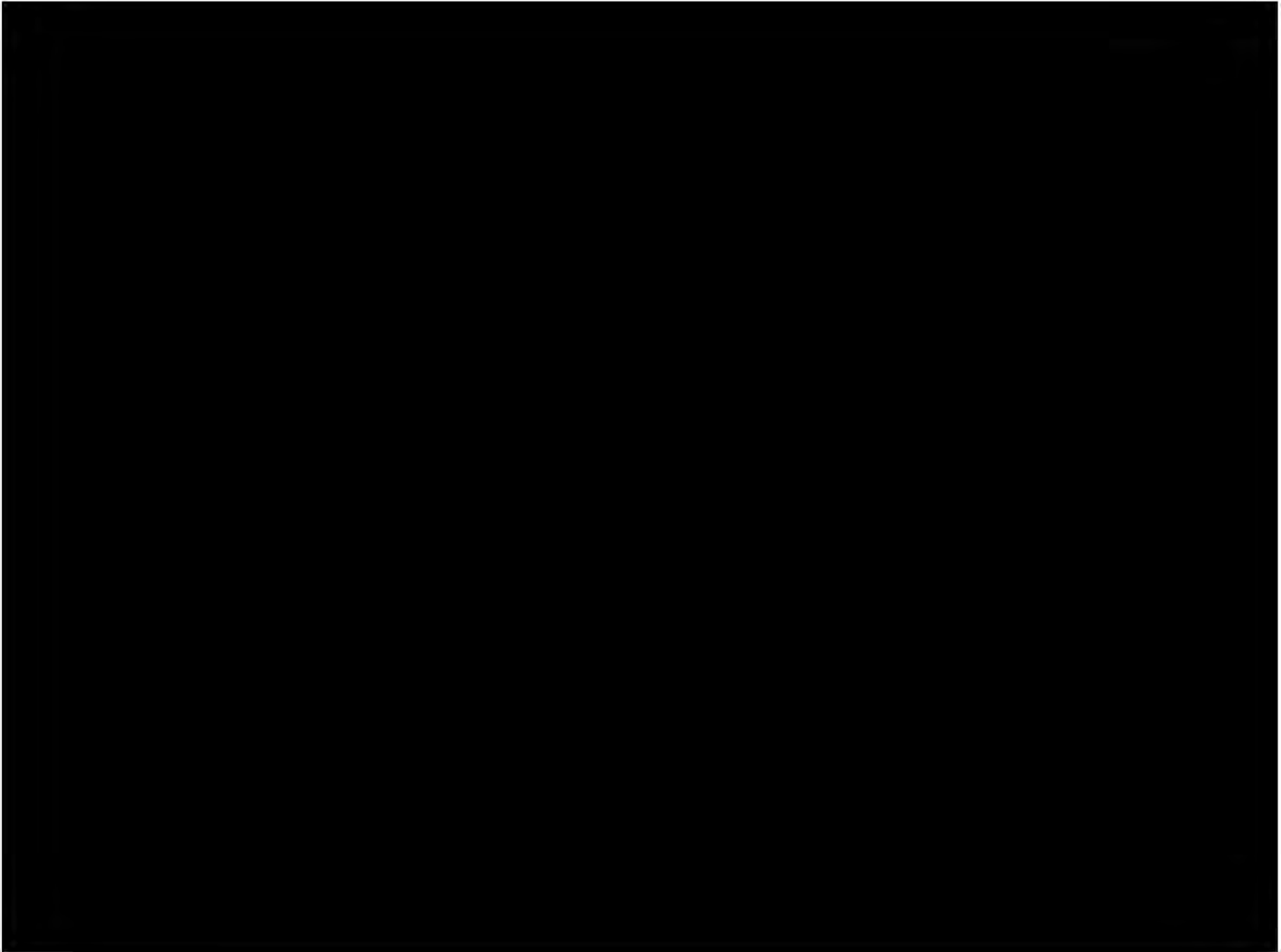
4.1.5 If applicable, invoices shall separately show all due taxes and/or duties.

- 4.1.6 In the event that the achievement of a milestone is delayed but the milestone is partially met at the milestone planning date foreseen, the Customer may, as an exception, effect a payment against an approved confirmation of the partially achieved milestone, not exceeding the value of the Work performed at the date of payment.
- 4.1.7 When releasing the payment for a given milestone, if applicable, the Customer's payment shall be made after due deduction of the corresponding off-set of the Advance Payment as per the conditions of Article 4.2 here below.

In case of partial payment(s), the Customer shall deduct from the corresponding invoice(s) relative to the same milestone any outstanding amount of the Advance Payment still to be off-set.

- 4.1.8 All invoices shall be submitted to the Customer in electronic form sent to: [REDACTED]
[REDACTED]
- 4.1.9 Payments shall be made by the Customer in EURO to the account specified by the Subcontractor. Such account information shall clearly indicate the IBAN (International Bank Account Number) and BIC/SWIFT (Bank Identification Code).
- 4.1.10 Any special charges related to the execution of payments shall be borne by the Subcontractor.
- 4.1.11 Not applicable.
- 4.1.12 Any questions concerning the latest status of due invoices can be addressed to the [REDACTED]
[REDACTED]

4.2 The following Payment Plan is agreed for this Contract:



ARTICLE 5 - ITEMS PRODUCED OR PURCHASED UNDER THE CONTRACT

The following provisions apply to any items which fall within the scope of Article 2 of the Contract.

- 5.1 The title to the property of any items produced or purchased under the Contract, including electronic components, special jigs, tools, test equipment, and which are paid for under the Contract shall remain with the Subcontractor.

ARTICLE 6 - SPECIFIC PROVISIONS

6.1 Approval / Representatives of the Parties during Contract Execution

For the purpose of this Contract, the authorised representative of the Customer are:

[Redacted]

The Customer's representatives are:

[Redacted]

[Redacted]

6.1.1 All correspondence for the Customer shall be addressed as follows:

[Redacted]

[Redacted]

[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]

[Redacted]

[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]

[Redacted]

6.1.2 Subcontractor's Representatives:

The Subcontractor's representatives are:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]

[REDACTED]

[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]

[REDACTED]

[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

6.1.3 Communications related to the Contract affecting its terms and conditions shall only bind the Parties, if signed by the Customer's and the Subcontractor's duly Authorised Representatives.

The Parties agree that electronic signature of this Contract shall have the same force and effect as hand-signed originals and shall be binding on both Parties to this Contract.

6.2 Infringement of the Law – Infringement of Third Party Rights

6.2.1 The Customer shall not be responsible if the Subcontractor infringes the laws or statutes of its country or of any other country whatsoever.

6.2.2 In the event of a reasonable suspicion of infringement of any patent rights and other Intellectual Property Rights of a Third Party, the Work being performed under this Contract shall be stopped immediately. Assessment of the suspicion shall be performed by the Subcontractor and, if confirmed, both Parties shall agree on a new approach to achieve the objectives of this Contract, either by obtaining the applicable licence(s) from the Third Party by the Subcontractor and/or by signing a Contract Change Notice (CCN) agreed upon between both Parties, in order to avoid the infringement. The purpose of the CCN shall be either to (i) restart the Work, if plausible, due under the changed circumstances; or (ii) terminate the Contract, in accordance with Article 6.5.3 hereunder, if the infringement cannot be avoided.

Notwithstanding the above, the Subcontractor shall indemnify the Customer from and against all claims, proceedings, damages, costs and expenses arising from infringement or alleged infringement of any patent rights and other Intellectual Property Rights of a Third Party with respect to the Work under this Contract. This obligation does not extend to infringements resulting from the use of documents, patterns, drawings or items supplied by the Customer or from a modification or combination of the deliverables due hereunder made by the Customer after their acceptance.

6.3 Liabilities

6.3.1 Claims between the Parties in respect of damages to staff and goods occurring during the execution of the Contract shall be settled in the following manner:

6.3.1.1. Claims for injuries, including death, sustained by the Parties' representatives or employees (staff) by virtue of their involvement in the Contract shall be settled in accordance with the Law governing the Contract.

6.3.1.2. Claims for damage caused by one of the Parties to goods owned by the other Party shall be settled in accordance with the Law governing the Contract. Except in case of gross negligence or wilful misconduct, the total aggregate liability of either Party for damage to goods owned by the other Party shall not exceed the amount which is quoted in the Contract as the total Contract price.

6.3.2 Except in case of gross negligence and wilful misconduct, the Parties shall not be liable towards each other for consequential damages sustained by the Parties, arising from and during the execution of the Contract. For the sake of clarity and as an example, consequential damages include, but are not limited to: loss of contract, income or revenue; loss of profit or interests; loss of financing; loss of customer; loss of availability and use of facilities; loss of availability and use of employees' productivity or loss of services of such persons; loss of opportunity; loss of rental expenses.

6.4 Items Made Available by the Customer

It is not foreseen that the Customer will make any items available to the Subcontractor.

6.5 Customer's Rights in Case of Subcontractor's Under-Performance

- 6.5.1.1 Should any of the results of the Work fail to meet the agreed requirements and/or specifications, the Customer reserves the right to reject such results and require their resubmission following an iteration of the relevant Work by the Subcontractor at no additional charge.
- 6.5.1.2 Should any of the results of the Work fail to meet any of the agreed requirements and/or specifications to such an extent as to seriously jeopardise the performance of this Contract and/or to defeat its objectives, the Customer reserves the right to terminate this Contract by giving written notice by registered mail.
- 6.5.2 Should the Subcontractor fail to obtain an export authorisation from the competent national authority, the Customer shall have the right to terminate this Contract without further notice.
- 6.5.3 Termination of this Contract as specified above shall entail no compensation being due to the Subcontractor other than the amounts corresponding to the milestone payments already made hereunder at the time of serving the termination notice. Any amounts corresponding to Advance Payments not entirely offset hereunder shall remain payable to the Customer.

6.6 Termination without fault of the Subcontractor

- 6.6.1 The Customer shall have the right at any time to terminate this Contract either wholly or in part by giving written notice by registered mail. In the case of termination of a Contract by the Customer without fault of the Subcontractor, the Subcontractor shall, on receipt of the Customer's instructions, forthwith take the necessary steps to implement them. The Parties shall use their best efforts to mitigate the consequences of the termination. The period to be allowed to implement them shall be agreed between the Parties but shall not exceed three (3) months.
- 6.6.2 Subject to the Subcontractor conforming with the instructions referred in Article 6.6.1, the Customer shall take over from the Subcontractor at a fair and reasonable price all finished parts not yet delivered to the Customer, all unused and undamaged material, bought-out components and items in the course of manufacture in the possession of the Subcontractor and properly obtained by or supplied to the Subcontractor for the performance of the Contract, except such materials, bought-out components and items in the course of manufacture as the Subcontractor shall, with the agreement of the Customer, elect to retain.
- 6.6.3 a) The Customer shall indemnify the Subcontractor against such part of any loss of profit as is attributable to the termination of the Contract and against any damage resulting from the termination of the Contract, in particular against any commitments, liabilities or

expenditure which are reasonably and properly chargeable by the Subcontractor and are related to the Contract, in so far as the said commitments, liabilities or expenditure would otherwise, subject to the conditions stated in Article 6.6.1, represent a loss by the Subcontractor by reason of the termination of the Contract.

b) The amount of compensation payable under Article 6.6.3 a) shall be fixed on the basis of evidence produced by the Subcontractor and accepted by the Customer. It shall take account of the proportion of the Contract completed and shall be consistent with the provisions of Article 6.6.4.

6.6.4 The Customer shall in no circumstances be liable to pay any sum which, when added to the other sums paid, due or becoming due to the Subcontractor under the Contract, exceeds the total price for the Work set forth in the Contract.

6.7 Changes to this Contract

6.1.1 The Customer reserves the right at any time to request a change to the requirements covered by this Contract. The Customer may also accept changes proposed by the Subcontractor. The requesting Party shall communicate all change requests to the other Party in writing through the Parties' Representatives indicated in Article 6.1 above.

6.1.2 The cost impact relative to any change resulting from a request, by the Customer, to modify the requirements covered by this Contract shall be borne by the Customer. The Subcontractor shall be responsible for the consequences and shall bear the cost of any other change.

6.1.3 When responding to a change request issued by the Customer or as a means to propose changes to the Customer, the Subcontractor shall submit a committing change proposal including a detailed quotation of the effects of the change on the contractual Work, price, schedule, deliverable items and any other contractual terms and conditions.

6.1.4 Upon evaluation and acceptance by the Customer of a change proposal, any amendment to this Contract shall be introduced in the form of a Contract Change Notice (CCN) according to the CCN form attached in Appendix 2. In case of rejection, the Customer shall inform the Subcontractor accordingly, together with the reasons for the rejection.

ARTICLE 7 - INTELLECTUAL PROPERTY RIGHTS

7.1 Information to be provided by the Subcontractor – Protection of information

7.1.1 Information, data, reports and results arising from Work performed under this Contract shall be delivered to the Customer. The Customer shall have the right to make such information, data, reports and results available for the purpose of the Czech Third Party Framework Project and to support the Czech Republic in the [REDACTED] projects where Czech entities take part, to use on the terms set out in the following clauses.

7.1.2 For the purpose of this Contract, “Proprietary Sensitive Information” shall mean information corresponding to business related information (e.g. business plans) and/or Intellectual Property Rights vesting in an entity, the uncontrolled dissemination of which is likely to impair the entity’s long-term ability to use and exploit the aforesaid and/or to maintain a competitive advantage.

The Subcontractor shall not mark any (electronic) documentation as Proprietary Sensitive Information, unless agreed in advance with the Customer in writing. Any request from the Subcontractor shall be submitted in writing and accompanied by an appropriate justification.

7.1.3 Neither Party shall disclose any documentation obtained from the other Party, and which both Parties recognise as being Proprietary Sensitive Information without the other Party’s previous written authorisation. Without prejudice to the foregoing and limited to the purpose and scope of this Contract, both Parties may circulate such documentation to their employees or collaborators that require the said documentation for the sole purpose of complying with, or inspecting the progress of, this Contract.

7.1.4 The obligations provided in Articles 7.1.2 and 7.1.3 shall not apply to (electronic) documentation which:

- at the time of circulation has already entered in public domain or which after circulation enter in public domain other than through a breach of the Contract;
- at the time of circulation is already known by the receiving Party and is not hindered by any obligation not to circulate;
- is later acquired by the receiving Party from another source and is not hindered by any obligation not to circulate;
- is required to be circulated by law or order of a court of competent jurisdiction.

7.2 Ownership and Use of Intellectual Property Rights

7.2.1 Ownership of Intellectual Property Rights

[REDACTED]

[REDACTED]

7.2.2 Use of Intellectual Property Rights

All Intellectual Property Rights arising from Work performed under the Contract shall be available to:

[REDACTED]

[REDACTED]

For the avoidance of doubt, the term “use” for the purposes of software and/or hardware (design) shall include, but not be limited to, use to operate, integrate, validate, maintain, modify and upgrade items developed under the Contract.

7.3 Background Intellectual Property

7.3.1 Background Intellectual Property - Definition

For the purpose of this Contract, "Background Intellectual Property" means all Intellectual Property, belonging to the Subcontractor or to a Third Party, which:

- a) has not been generated under contract with the Customer either prior to or during execution of this Contract, and
- b) is relevant to the Work carried out under this Contract, and
- c) the Subcontractor uses to achieve the objectives of this Contract, and
- d) is delivered to the Customer to enable it to use, operate, copy the deliverable items due under this Contract as specified in the Customer's requirements, and
- e) is duly identified as such in this Contract.

Conversely, "Foreground Intellectual Property" means all Intellectual Property generated through Work carried out under, or directly or indirectly funded through, this Contract.

7.3.2 Use of Background Intellectual Property

The Subcontractor has confirmed that all results of this Contract (or any part thereof) shall be deemed and treated as not containing any Background Intellectual Property.

Nevertheless should the Subcontractor unilaterally decide to use existing Intellectual Property to achieve the objectives of this Contract, all results of this Contract (or any part thereof) shall be deemed and treated as Foreground Intellectual Property not containing any Background Intellectual Property. The Subcontractor shall grant to the Customer, and/or ensure that the Customer be granted, all the necessary rights in this respect.

7.4 The free licences provided for the benefit of [REDACTED]

[REDACTED]

7.5 Transfer outside the [REDACTED] Member States

Any transfer of Intellectual Property Rights or any product, process, application or result arising from work performed under the Contract by the Subcontractor to any entity outside the Czech Republic or any international organisation shall comply with all applicable laws including all export control laws, regulations, rules and procedures and any relevant international agreements relating to the export of goods and services.

VZLÚ is the obliged entity pursuant to Czech Act No. 340/2015 Coll., on special conditions for the effectiveness of certain contracts, the publication of these contracts on the Contracts Register (Act on Contracts Register).

This contract, excluding parts which are subject to commercial confidentiality, will be in accordance with this Act published in the register of contracts. In this agreement and its annexes will be obliterated all parts containing technical data, drawings or any other technical information, personal data of the customer, identification of the customer, financial information, price, trade secrets and classified information.

This contract will enter into force on the date of its signing by both parties and into the efficiency on the date of publication in the register of contracts.

Electronically signed by the Parties to this Contract,

In: Prague

In: 

On:

On: ..17/02/2022.....

For Výzkumný a zkušební letecký ústav, a.s.

Ing. Josef
Kašpar

Digitálně podepsal
Ing. Josef Kašpar
Datum: 2022.02.15
11:00:44 +01'00'

Mr Josef Kašpar
Chairman of the Board

JUDr. Petr
Matoušek

Digitálně podepsal
JUDr. Petr
Matoušek
Datum: 2022.02.15
10:16:34 +01'00'

Mr Petr Matoušek
Member of the Board

