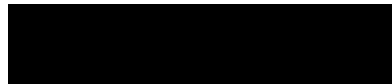




**with**

**Výzkumný a zkušební letecký ústav, a.s. (VZLU)**



Deployer

[REDACTED]

Between:

[REDACTED]

of the one part,

and:

**Výzkumný a zkušební letecký ústav, a.s. (VZLU),**  
(hereinafter called the “Contractor”),

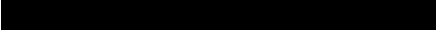
whose registered office is at:  
Beranovych 130,  
199 05, Praha – Letnany  
Czech Republic

represented by its,Chairman of the board Mr. Josef Kašpar and Member of the board Mr. Petr Matoušek

of the other part,

the following has been agreed between the [REDACTED] and the Contractor, hereinafter also referred to individually as “Party” and collectively as the “Parties”:

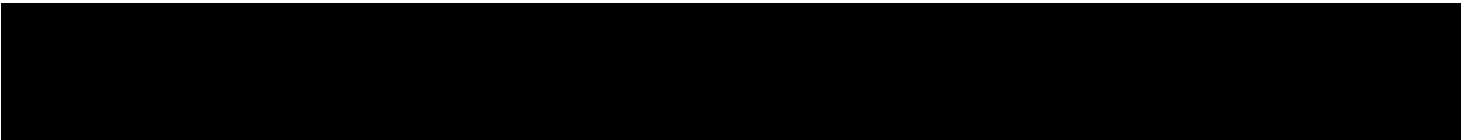
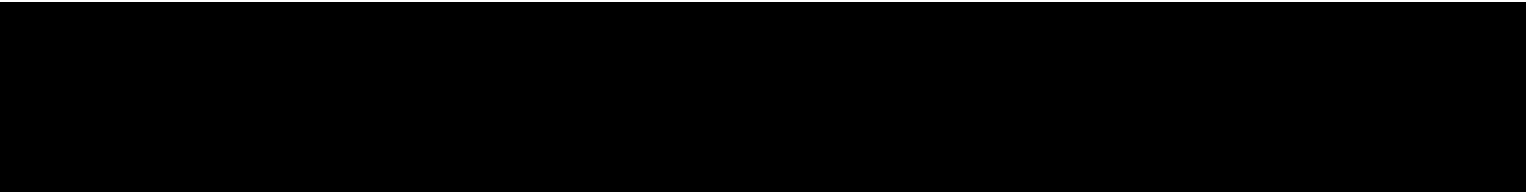
[REDACTED]



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**DEFINITIONS**

**“Advance Payment”**

[REDACTED]

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

[REDACTED]

**“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 P arty and renders the performance of the Contract impossible for the affected P arty 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 P roperty 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 Contractor 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] [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 [REDACTED] programme according to Article V.1 (a) and (b) of the [REDACTED] 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 [REDACTED] Convention.

**"Progress Payment"**

means a payment that is made against:  
(a) successful achievement, certified in writing by the [REDACTED] representatives, of a milestone defined in the milestone payment plan of a fixed price contract;  
(b) cost reports approved by the [REDACTED] 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 [REDACTED] to provide supplies or services in support of a Contract placed by the [REDACTED]

**"Third Party"**

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

[REDACTED]

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

1.1 The Contractor undertakes to perform the activity [REDACTED] Deployer (all hereafter referred to as the "Work") and to deliver all the items listed in Article 2 of 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]

1.3 General Terms of Execution

1.3.1 The Contractor'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 country in which the award is to be executed.

1.3.4 The Contractor shall be fully responsible towards the [REDACTED] for the proper execution of the Work.

1.3.5 Any publicity material prepared by the Contractor related to an activity performed by the Contractor 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

[REDACTED]

[REDACTED]

disclaimer stating that the view expressed in such publications can in no way be taken to reflect the official opinion of the [REDACTED]  
[REDACTED]

- 1.3.6 In the discharge of its obligations under this Contract, the Contractor 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 Contractor 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. The Contractor shall ensure that this provision is duly reflected in all subcontracts entered into for the purpose of this Contract.





## **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 [REDACTED] possession.
- 2.1.2 Should it seem likely that the originally specified delivery date(s) may be exceeded, the Contractor shall immediately notify the [REDACTED] in writing and provide a detailed justification for the delay.
- 2.1.3 No price adjustment in favour of the Contractor will be applicable for the period of delay in delivery.

Penalties for late delivery do not apply, and similarly they will not apply in the subcontract(s) that may be placed by the Contractor.

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

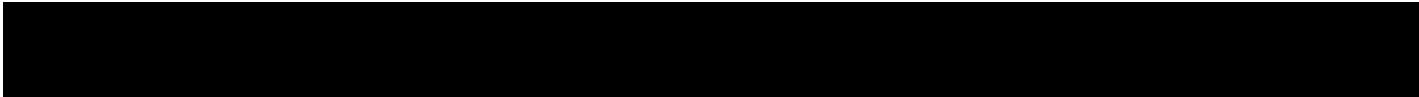
- 2.1.4 The Contractor shall be responsible for the appropriate marking, packing, package labelling, insurance, freight, carriage and delivery relative to all deliverable items due hereunder and shall bear any cost relative to all of the above. Deliverable items shall furthermore be packed to guard against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

Should in the execution of this Contract a need arise to provide the [REDACTED] with information which is subject to export control laws and regulations, the Contractor shall be responsible to ensure in all cases that such information is passed on to the [REDACTED] 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 Contractor shall report to the [REDACTED] the Force Majeure event and its immediate consequences within one (1) week after its occurrence. The Contractor 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 Contractor shall not be considered at default and its obligations under the Contract shall be suspended during the Force Majeure event. The Contractor 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 [REDACTED]







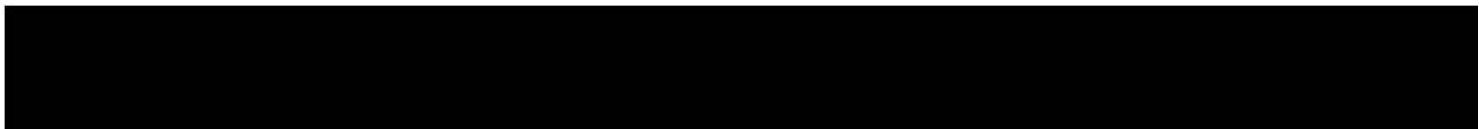
[REDACTED]

2.3.2 The signed electronic copy of the Contract Closure Documentation (Appendix 1, Annex A) shall be delivered to the [REDACTED] 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

2.4.1 Software (CAD model)

The Contractor shall make the source and object code relevant to the software, the mathematical models, the data files, the design files and the computer programmes specified in the Contractor's Proposal available to the [REDACTED] Technical Officer specified herein for inspection, not later than 30 November 2022.



**ARTICLE 3 - PRICE**

3.1 The total price of this Contract amounts to:

[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]

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 Contractor 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 [REDACTED]

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 Contractor's obligations under Article 2.1.4 above.

**ARTICLE 4 - PAYMENTS AND INVOICING**

4.1 Payments

[REDACTED]

Requirements to be fulfilled:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] Documentation using the template provided in Appendix 1, Annex A.

Payments shall be made according to the provisions hereunder:

4.1.4 The [REDACTED] shall credit the account of the Contractor to the Contractor's benefit.

[REDACTED]

[REDACTED]

[REDACTED]

The [REDACTED] shall be afforded all the necessary visibility, whether remotely or by means of inspection of the Contractor'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 [REDACTED] 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 [REDACTED] 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 [REDACTED] 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 [REDACTED] in electronic form through [REDACTED]

a) [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

4.1.9 Payments shall be made by the [REDACTED] in EURO to the account specified by the Contractor. Such account information shall clearly indicate the IBAN (International

[REDACTED]

[REDACTED]

Bank Account Number) and BIC/SWIFT (Bank Identification Code). The Parties agree that payments shall be considered as effected by the [REDACTED] on time if the [REDACTED] orders of payment reach the [REDACTED] bank within the payment period stipulated in Article 4.1 above.

4.1.10 Any special charges related to the execution of payments shall be borne by the Contractor.

[REDACTED]

[REDACTED]

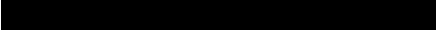
[REDACTED]

4.2 The following Payment Plan is agreed for this Contract:

[Redacted]

[Redacted]

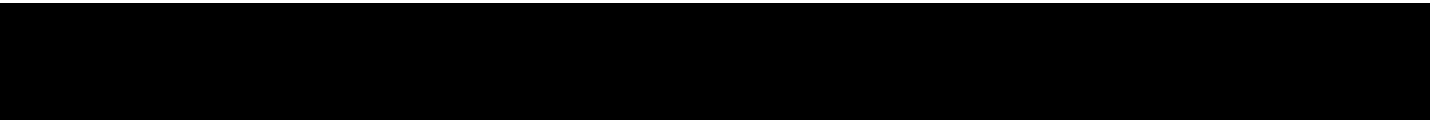
[Redacted]



**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 Contractor.





**ARTICLE 6 - SPECIFIC PROVISIONS**

6.1 Approval / Representatives of the Parties during Contract Execution

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

6.1.1 All correspondence for the [REDACTED] shall be addressed as follows:

[REDACTED]

a) for technical matters as follows:

[REDACTED]

[Redacted]

b) for contractual and administrative matters (with the exception of invoices as mentioned in Article 4.1 above) as follows:

[Redacted]

c) [Redacted]

#### 6.1.2 Contractor's Representatives:

The Contractor's representatives are:

- [Redacted]
- [Redacted]

All correspondence for the Contractor shall be addressed as follows:

Výzkumný a zkušební letecký ústav, a.s.(VZLÚ,  
Beranových 130,  
199 05, Praha - Letnany,  
Czech Republic,

a) for technical matters as follows:

[Redacted]

[Redacted]

[REDACTED]

b) for contractual and administrative matters as follows:

[REDACTED]

c) Personal Data Protection matters shall be addressed to the Data Protection contact point as follows:

[REDACTED]

6.1.3 Communications related to the Contract affecting its terms and conditions shall only bind the Parties, if signed by the [REDACTED] and the Contractor'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 [REDACTED] shall not be responsible if the Contractor infringes the laws or statutes of its country or of any other country whatsoever.

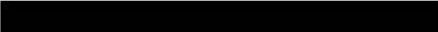
6.2.2 In the event of a reasonable suspicion of infringement of any patent rights and other Intellectual Property Rights of a Third Party, the Work being performed under this Contract shall be stopped immediately. Assessment of the suspicion shall be performed by the Contractor and, if confirmed, both 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 Contractor 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 Contractor shall indemnify the [REDACTED] 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,

[REDACTED]

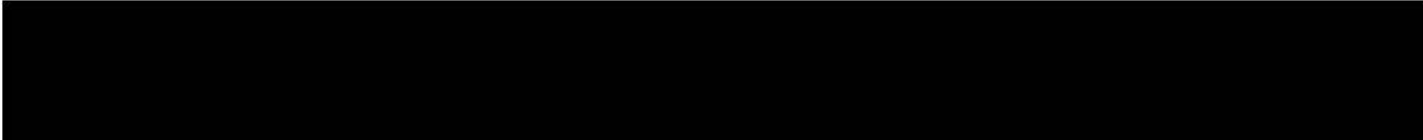


- [REDACTED]
- 6.5.3 Termination of this Contract as specified above shall entail no compensation being due to the Contractor other than the amounts corresponding to the milestone payments already made hereunder at the time of serving the termination notice. Any amounts corresponding to Advance Payments not entirely offset hereunder shall remain payable to the [REDACTED]
- 6.6 Termination without fault of the Contractor
- 6.6.1 The [REDACTED] 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 [REDACTED] without fault of the Contractor, the Contractor shall, on receipt of the [REDACTED] 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 Contractor conforming with the instructions referred in Article 6.6.1, the [REDACTED] shall take over from the Contractor at a fair and reasonable price all finished parts not yet delivered to the [REDACTED] all unused and undamaged material, bought-out components and items in the course of manufacture in the possession of the Contractor and properly obtained by or supplied to the Contractor for the performance of the Contract, except such materials, bought-out components and items in the course of manufacture as the Contractor shall, with the agreement of the [REDACTED] elect to retain.
- 6.6.3 a) The [REDACTED] shall indemnify the Contractor 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 Contractor 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 Contractor 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 Contractor and accepted by the [REDACTED]. 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 [REDACTED] shall in no circumstances be liable to pay any sum which, when added to the other sums paid, due or becoming due to the Contractor under the Contract, exceeds the total price for the Work set forth in the Contract.
- [REDACTED]



6.7. Changes to this Contract

- 6.7.1 The [REDACTED] reserves the right at any time to request a change to the requirements covered by this Contract. The [REDACTED] may also accept changes proposed by the Contractor. The requesting Party shall communicate all change requests to the other Party in writing through the Parties' Representatives indicated in Article 6.1 above.
- 6.7.2 The cost impact relative to any change resulting from a request, by the [REDACTED] to modify the requirements covered by this Contract shall be borne by the [REDACTED]. The Contractor shall be responsible for the consequences and shall bear the cost of any other change.
- 6.7.3 When responding to a change request issued by the [REDACTED] or as a means to propose changes to the [REDACTED] the Contractor 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.
- 6.7.4 Upon evaluation and acceptance by the [REDACTED] 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 [REDACTED] shall inform the Contractor accordingly, together with the reasons for the rejection.



**ARTICLE 7 - INTELLECTUAL PROPERTY RIGHTS**

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

7.1.1 Information, data, reports and results arising from Work performed under this Contract shall be delivered to the [REDACTED]. The [REDACTED] 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 Contractor shall not mark any (electronic) documentation as Proprietary Sensitive Information, unless agreed in advance with the [REDACTED] in writing. Any request from the Contractor 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.

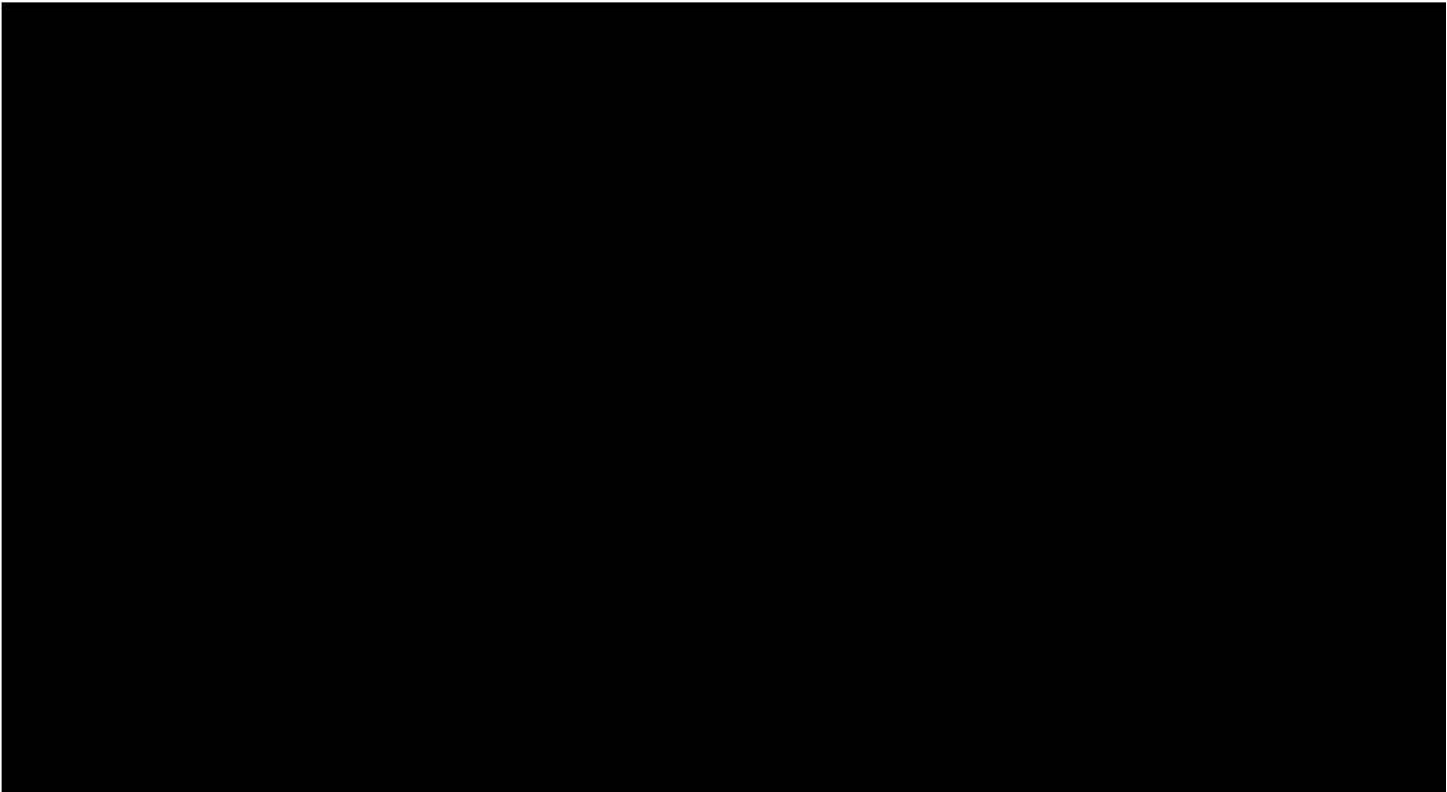
7.1.4 The obligations provided in Articles 7.1.2 and 7.1.3 shall not apply to (electronic) documentation which:

- 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; or
- 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

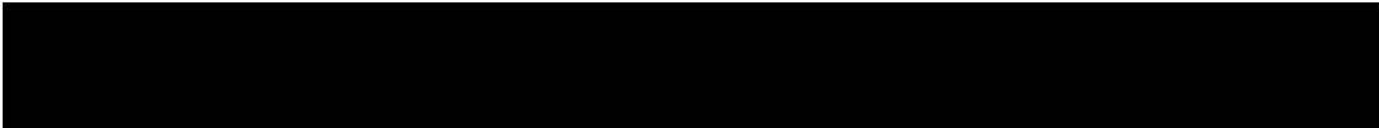


### 7.2.2 Use of Intellectual Property Rights

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



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, operate, integrate, validate, maintain, modify and upgrade items developed under the Contract.





[REDACTED]

### 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 Contractor or to a Third Party, which:

- a) has not been generated under contract with the [REDACTED] either prior to or during execution of this Contract, and
- b) is relevant to the Work carried out under this Contract, and
- c) the Contractor uses to achieve the objectives of this Contract, and
- d) is delivered to the [REDACTED] to enable it to use, operate, copy, distribute and sublicense the deliverable items due under this Contract as specified in the [REDACTED] 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 Contractor 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 Contractor 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 Contractor shall grant to the [REDACTED] and/or ensure that the [REDACTED] 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 Contractor 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.

[REDACTED]

[Redacted]

Electronically signed by the Parties to this Contract,

In: Prague

[Redacted]

[Large redacted area]

[Redacted]

[Redacted]