

Sponsorship Agreement

This Sponsorship Agreement (“**Agreement**”) is made by and between the undersigned sponsor (“**AWS**”) and the undersigned event host (“**you**”) and sets out the terms on which AWS agrees to sponsor your event as described in Exhibit A (the “**Event**”). AWS will not be bound by, and specifically objects to, any terms or conditions which differ from or add to the terms below, including any terms included in Event materials you provide to AWS.

1. **Sponsorship Benefits.** You hereby designate AWS as, and AWS hereby agrees to be, a sponsor of the Event. You will perform the obligations and provide AWS the sponsorship benefits described in Exhibit A (the “**Benefits**”). AWS’s involvement with the Event is limited to the activities specified in this Agreement. You will keep AWS informed of all material details relating to the Event and AWS’s role as a sponsor.
2. **Sponsorship Fee.** AWS will pay you the sponsorship fee stated in Exhibit A (the “**Sponsorship Fee**”) for the Benefits within 60 days following AWS’s receipt of a valid invoice from you for the Sponsorship Fee.
3. **AWS Promotional Credits.** If AWS issues AWS promotional credits, it will issue the promotional credits to event attendees and not as payment for any benefits provide by the Host. The AWS promotional credits will be bound by the terms and conditions listed at <https://aws.amazon.com/awscredits>.
4. **Term and Termination.** This Agreement terminates when the parties have performed their obligations hereunder, unless terminated earlier pursuant to this Section 4. Either party may terminate this Agreement for convenience before the Event upon 20 days’ prior written notice to the other party, and upon any such termination for convenience, you will promptly refund the Sponsorship Fee to AWS in full. If you relocate, reschedule, or cancel the Event, you will promptly notify AWS and AWS may elect to withdraw from the Event, in which case you will promptly refund the Sponsorship Fee to AWS in full. If you fail to deliver to AWS all the Benefits, AWS, in addition to all other rights and remedies available at law or in equity, will be entitled to a refund proportional to the Benefits’ value that were paid for but not received. Sections 2, 3, 4, 5, 7, 8, 9, 10, 11, and 12 will survive any termination of this Agreement.
5. **Representations and Warranties.** Each party represents and warrants to the other that it has the full power and authority necessary to enter into this Agreement and to make it a binding and enforceable obligation. You represent and warrant to AWS that the Event and your performance under this Agreement will comply with all applicable laws, rules and regulations, and if the Benefits include sharing of Event attendee information with AWS and its affiliates, you will obtain all permissions necessary to provide such Event attendee information to AWS and for AWS and its affiliates to use that information for their business purposes, including the purpose of marketing their goods and services.
6. **Insurance.** You will obtain and maintain, at your expense, insurance for the Event that a reasonably prudent event organizer in similar circumstances would have, including Commercial General Liability Insurance with minimum limits of US\$1,000,000 Each Occurrence and US\$2,000,000 General Aggregate.
7. **Use of AWS Marks.** AWS may specify and make available to you trade names, trademarks, service marks, logos or other commercial symbols of AWS or any of its affiliates (collectively, “**AWS Marks**”) in connection with AWS’s sponsorship of the Event, and in so doing, AWS grants you a nonexclusive, worldwide, royalty-free, revocable license to use such AWS Marks solely for the purpose of promoting the Event or as expressly set forth in this Agreement. You will not use any AWS Marks except as set forth in this Agreement. Before using AWS’s name or AWS Marks on any materials, you must send such materials to AWS for AWS’s prior written approval. When using any AWS Marks, you must follow the AWS Trademark Guidelines posted on the AWS website at <http://aws.amazon.com/trademark-guidelines/>, as updated from time to time. AWS reserves all rights to the AWS Marks, its copyrights, patents and other intellectual property rights and, except as expressly described in this Section 7, no rights to AWS Marks or AWS’s copyrights, patent or other intellectual property rights are transferred or licensed pursuant to this Agreement.
8. **Indemnification.** You will indemnify, hold harmless and defend AWS, its affiliates, and the directors, officers, employees and agents of each, from and against any and all claims, damages, liabilities, costs and expenses, including without limitation reasonable attorneys’ fees and costs of litigation, arising out of or related to the Event, including without limitation, those related to (i) death of, injury to, or illness of any person in connection with the Event; (ii) damage to or loss of any property or any other damage or loss due in whole or in part to the Event; (iii) infringement or misappropriation of any patent, trademark, trade name, trade dress, copyright, trade secret, or other proprietary right by items related to the Event; or (iv) your performance of your obligations hereunder and your conduct of the Event. The foregoing does not apply to the extent any such claims, damages, liabilities, costs or expenses result from the gross negligence or willful misconduct of AWS.
9. **Limitation of Liability.** Except in connection with the indemnification obligations in Section 8, neither party will be liable to the other under any circumstances for (i) consequential, special, punitive, or indirect damages of any kind or (ii) direct damages in excess of the Sponsorship Fee.
10. **Taxes.** You may charge and AWS will pay applicable national, state or local sales or use taxes or value added taxes that you are legally obligated to charge (“**Taxes**”), provided that such Taxes are stated on the original invoice that you provide to AWS and your invoices state such Taxes separately and meet the requirements for a valid tax invoice. AWS may deduct or withhold any taxes that AWS may be legally obligated to deduct or withhold from any amounts payable to you under this Agreement, and payment to you as reduced by such deductions or withholdings will constitute full payment and settlement to you of amounts payable under this Agreement. Throughout the term of this Agreement, you will provide AWS with any forms, documents, or certifications as may be required for AWS to satisfy any information reporting or withholding tax obligations with respect to any payments under this Agreement.
11. **Trade Compliance.** You represent and warrant that you and your financial institutions, or any party that owns or controls you or your financial institutions, are not subject to sanctions or otherwise designated on any list of prohibited or restricted parties, including but not limited to the lists maintained by the United Nations Security Council, the U.S. Government (e.g., the Specially Designated Nationals List and Foreign Sanctions

Evaders List of the U.S. Department of Treasury, and the Entity List of the U.S. Department of Commerce), the European Union or its Member States, or other applicable government authority. You will not directly or indirectly export, re-export, transmit, or cause to be exported, re-exported or transmitted, any commodities, software or technology (“Items”) to any country, individual, corporation, organization, or entity to which such export, re-export, or transmission is restricted or prohibited, including any country, individual, corporation, organization, or entity under sanctions or embargoes administered by the United Nations, US Departments of State, Treasury or Commerce, the European Union, or any other applicable government authority.

12. **Assignment.** Neither party may assign or otherwise transfer this Agreement or any of its rights and obligations under this Agreement without the prior written approval of the other party; except that either party may assign or otherwise transfer this Agreement without the consent of the other party (a) in connection with a merger, acquisition or sale of all or substantially all of its assets, or (b) to any Affiliate or as part of a corporate reorganization. Effective upon such assignment or transfer, subject to the assignee/transferee’s consent, the assignee/transferee is deemed substituted for the assignor/transferor as a party to this Agreement and the assignor/transferor is fully released from all of its obligations and duties to perform under this Agreement. Subject to the foregoing, this Agreement will be binding upon, and inure to the benefit of the parties and their respective permitted successors and assigns.
13. **Miscellaneous.** You will not conduct any activities in connection with the Event or otherwise under this Agreement in any country where AWS does not allow persons to sign up for AWS services. You will produce, conduct and be responsible for all aspects of the Event, including, if applicable, Event rules, registrations, bonding, drawing of winners, awarding of prizes and prize fulfillment. You will be solely responsible for all tax information reporting and withholding obligations that may arise out of the Event, if any, including applicable Form 1099 and 1042-S reporting obligations. If any provision herein is held invalid, illegal or unenforceable, such invalidity, illegality or unenforceability will not affect any other provision hereof, and the parties will thereafter use best efforts to substitute a provision of similar economic intent and effect. You and AWS are independent contractors, and nothing contained herein or done pursuant hereto will be construed to create any relationship of principal and agent, joint venturers, partners, or employer and employee between you and AWS. This Agreement will be construed in accordance with and governed by the laws of the State of Washington, USA. You irrevocably submit to venue and exclusive personal jurisdiction in the federal and state courts in Seattle, King County, Washington, USA, for any dispute arising under this Agreement or otherwise in relation to AWS’s sponsorship of the Event, and waive all objections to jurisdiction and venue of such courts. Any notice delivered to a party under this Agreement will be in writing and sent to the recipient by letter or email at the address set forth below. This Agreement constitutes the complete and final agreement of the parties pertaining to AWS’s participation in the Event and supersedes the parties’ prior or contemporaneous agreements, understandings and discussions relating thereto. This Agreement may not be modified except by a written agreement signed by both parties. This Agreement may be executed in two or more counterparts, each of which will be deemed to be an original, but all of which together will constitute one and the same instrument.

[Signature Page to Follow]



ACKNOWLEDGED AND AGREED:

Sponsor: Amazon Web Services EMEA SARL, Czech Branch

By: ^{DocuSigned by:} Przemyslaw Szuder
Name: _____
Title: _____
Date: _____

Notice Address:

Amazon Web Services EMEA SARL, Czech Branch
ADDRESS
ADDRESS
ADDRESS

AWS Business Contact: Sasha Rubel / rubesash

With a copy to:
Amazon Web Services, Inc.
410 Terry Ave North
Seattle, WA 98109-5210
Facsimile: (206) 266-7010
Attention: General Counsel

Institute of State and Law of the Czech Academy of Sciences in cooperation with the Ministry of Industry and Trade of the Czech Republic

By: ^{DocuSigned by:} Ján Matyka
Name: _____
Title: _____
Date: _____

Notice Address:

Attention: The Institute of State and Law, Czech Academy of Science, Národní 18, 116 00 Prague 1
The Institute of State and Law, Czech Academy of Science, Národní 18, 116 00 Prague 1

[Signature Page to Sponsorship Agreement]



Exhibit A
Sponsorship Details

Name of Event: SOLAIR Conference: Society, Law, AI, and Robotics

Event Date/Duration: 3-4 November 2022

Venue/Location: Prague

Description of Event: The SOLAIR Conference will focus on “Artificial Intelligence for the Safer World”.

Sponsorship Fee: 10000 EUR

Sponsorship Benefits: You will provide the following sponsorship benefits to AWS in connection with the Event:

- Amazon and AWS logos on all communication materials related to the conference

Additional details regarding sponsorship benefits may also be agreed in writing (by email or otherwise) between the parties at any time prior to the Event.

