EVENT SPONSORSHIP AGREEMENT

This Event Sponsorship Agreement (the "*Agreement*") is between Microsoft s.r.o. ("*Microsoft*") and Institute of State and Law of the Czech Academy of Sciences (in Czech: Ústav státu a práva AV ČR, v. v. i.;) (the "*Event Organizer*"). This Agreement is effective on November 3, 2022 (the "*Effective Date*").

ADDRESSES AND CONTACT INFORMATION:

Microsoft	Event Organizer
Attention: Kateřina Magnna	Attention: Alžběta Krausová
Address: Vyskočilova 1561/4a, 140 00 Praha 4	Address: Národní 18, 116 00 Praha 1
Phone Number: +420702041709	Phone Number: +420608231721
E-mail: katerina.magnna@microsoft.com	E-mail: alzbeta.krausova@ilaw.cas.cz

AGREED AND ACCEPTED:

Microsoft	Event Organizer
Signature:	Signature: *Ján Matejka (Ústav stát a práva ČR, v. v. i.)* Matejka (Ústav stát a práva AV ČR, v. v. i.) (Nov 1, 2022 18:54 GMT+1)
Name:	Name: Ján Matejka (Ústav stát a práva AV ČR, v. v. i.)
Title:	Title: Director
Date:	Date: Nov 1, 2022

SECTION 1   Sponsorship Details

Exhibit A details the Event date(s), location and fee ("*Sponsorship Fee*") Microsoft will pay Event Organizer. Each party will obtain all necessary licenses, permits and insurance related to its Event activities and performance under this Agreement.

SECTION 2   Term and Termination

(a)   Term and Termination. This Agreement commences on the Effective Date and ends on the date listed on Exhibit A (the "*Term*").

(1)   Either Microsoft or Event Organizer may terminate this Agreement if the other materially breaches this Agreement and fails to cure the breach within 15 business days after written notice.

(2)   Microsoft may terminate this Agreement at any time at will. If Microsoft terminates this Agreement for Event Organizer's breach, and failure to cure, Event Organizer will refund the Sponsorship Fee paid by Microsoft. If Microsoft terminates this Agreement at will or if Event Organizer terminates this Agreement for Microsoft's breach, there will be no refund.

(3)   Termination for Force Majeure. Either party may terminate this Agreement upon the occurrence of a Force Majeure Event as set forth in Section 11(d) of this Agreement.

(b)   Cancellation and Refund. Event Organizer will refund the Sponsorship Fee within thirty (30) days if Event Organizer cancels the Event for any reason, including a Force Majeure Event set forth in Section 11(d) of this Agreement, or if Microsoft is unable to participate in the Event due to the occurrence of such a Force Majeure event.

(c)   Survival of Obligations. Section 3 (Confidentiality/Personal Data), Section 4 (Representations and Warranties), Section 5 (Indemnification), Section 6 (Limitation of Liability), Section 8 (Insurance), Section 9 (Compliance with Anti-corruption Laws), Section 10 (Taxes) and Section 11 (Miscellaneous) will survive expiration or earlier termination of this Agreement.

SECTION 3   Confidentiality/Personal Data

(a)   Existing NDA. Any confidential information shared under this Agreement is subject to the Nondisclosure Agreement ("*NDA*") between the parties. If there is no NDA, each party agrees it will not disclose non-public information of the other to third parties. The terms and conditions of this Agreement are confidential information.

(b)   Personal Data. "Personal Data" means any information relating to an identified or identifiable natural person and any other data or information that constitutes personal data or personal information under any applicable Data Protection Law. Without limiting the foregoing, an identifiable natural person is one who can be identified, directly or indirectly, in particular by referencing (i) an identifier such as a person's name, e-mail address, phone number, account numbers, government-issued ID numbers, or an online identifier; (ii) location data such as an IP address, (iii) financial information, (iv) one or more factors specific to the physical, physiological, genetic, mental, economic, cultural, or social identity of that natural person, or (v) information associated or combined with Personal Data.

If either party intends to collect Personal Data from Event attendees and visitors, such party will post a privacy statement at the Event advising such attendees/visitors that Personal Data is being collected, what it can be used for, and if it is being shared. Both parties will comply with Data Protection Law, any applicable anti-spam legislation and will protect Personal Data from unauthorized use, access or disclosure. In addition, if either Event Organizer or Microsoft intends to share Personal Data of Event attendees or visitors with one another, then the parties agree that they will do so only at the direction of the applicable Event attendees or visitors and that each party will be independently responsible for complying with the obligations under Data

Protection Law (e.g. independent Controllers under GDPR or the equivalent concept under CCPA). These obligations include, without limitation, providing appropriate notice to and obtaining consent from Event attendees and visitors to share their Personal Data with the other party, and for the party receiving it to use Personal Data for the purposes of contacting individuals about the receiving party's products, services, events, or offers. In the event that either party shares Personal Data at the direction of the other party and not at the direction of the attendees/visitors, (i) the parties will use the Personal Data only in connection with their direct business relationship and (ii) neither party will transfer or sell the Personal Data to any third party except to contractually bound sub-processors operating on behalf of that party. Both parties hereby certify that they understand the above restrictions and will comply with them.

"*Controller*" means the natural or legal person, agency, or other body which alone or jointly with others determines the purposes and means of the processing of Personal Data; where the purposes and means of processing are determined by the European Union or Member State laws, the controller (or the criteria for nominating the controller) may be designated by those laws.

"*Data Protection Law*" means any law, rule, regulation, decree, statute, or other enactment, order, mandate or resolution, applicable to Event Organizer or Microsoft, relating to data security, anti-spam, data protection and/or privacy, including Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to processing of personal data and the free movement of that data ("*GDPR*"), the California Consumer Privacy Act ("CCPA"), and any implementing, derivative or related legislation, rule, regulation, and regulatory guidance, as amended, extended, repealed and replaced, or re-enacted.

SECTION 4   Representations and Warranties

Microsoft and Event Organizer each represent and warrant that:

(a)   It has the full right and power to enter into and perform under this Agreement;

(b)   It has the full right to grant each of the rights granted to the other; and

(c)   It and its representatives will comply with all applicable laws, rules and regulations.

SECTION 5   Indemnification

(a)   Each party will indemnify and hold the other harmless from and against all third-party claims, costs and expenses (including reasonable attorney's fees) for:

    (1)   Bodily injury or death to any person or loss, disappearance or damage to tangible or intangible property arising out of the indemnifying party's negligence or willful misconduct;

    (2)   Breach of the indemnifying party's representations and warranties;

    (3)   Misuse by the indemnifying party of the indemnified party's logos in a manner not authorized by the indemnified party; or

    (4)   Infringement or violation of any third party's rights.

(b)   Neither party will have liability to the extent that the claim results from the negligent or willful acts of the other party or if the party is complying with the express instructions of the other party.

(c) The indemnified party will (a) provide the indemnifying party prompt written notice of the claim; (b) turn over sole control over defense of the claim to the indemnifying party; and (c) provide reasonable assistance to the indemnifying party. The indemnified party may retain counsel and participate in defense of the claim, at its expense, and the indemnifying party shall cooperate with such participation. The indemnifying party may not settle or publicize any claim without the indemnified party's consent.

SECTION 6   Limitation of Liability

EXCEPT FOR AMOUNTS OWED PURSUANT TO INDEMNIFICATION OBLIGATIONS IN SECTION 5 OR A BREACH OF CONFIDENTIALITY OR PERSONAL DATA OBLIGATIONS IN SECTION 3, TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL, OR EXEMPLARY DAMAGES ARISING OUT OF OR THAT RELATE IN ANY WAY TO THIS AGREEMENT, ITS PERFORMANCE, OR THE EVENT.

SECTION 7   Trademark

(a) Microsoft grants Event Organizer a nonexclusive, nontransferable, royalty-free, limited, personal license during the Term to use Microsoft logos and trademarks listed on **Exhibit B** (the "**Microsoft Logos**") solely (a) in connection with Microsoft's sponsorship of the Event, and (b) in accordance with the specifications detailed in **Exhibit B** or other instructions Microsoft provides to Event Organizer. Event Organizer will provide copies of its Event materials and collateral that include Microsoft Logos for Microsoft's review at Microsoft's request. Event Organizer's use of the Microsoft Logos is for Microsoft's sole benefit.

(b) Event Organizer grants to Microsoft a nonexclusive, nontransferable, royalty-free, limited, personal license during the Term to use the Event Organizer logos and trademarks affiliated with the Event (the "**Event Organizer Logos**") solely (a) in connection with promotion of the Event, and (b) in accordance with any guidelines Event Organizer provides to Microsoft. Microsoft's use of the Event Organizer Logos is for Event Organizer's sole benefit.

(c) Each party reserves all rights not expressly granted.

SECTION 8   Insurance

Each party will maintain insurance coverage (or a program of self-insurance) sufficient to meet obligations created by this Agreement and by law. Each party is responsible for its insurance deductibles, premiums and costs. Upon request, each party will provide the other with proof of the insurance.

SECTION 9   Compliance with Anti-Corruption Laws

Event Organizer will comply with all applicable laws against bribery, corruption, inaccurate books and records, inadequate internal controls and money laundering, including the U.S. Foreign Corrupt Practices Act. Microsoft is sponsoring the Event and paying the Sponsorship Fee without seeking promises or favoritism for Microsoft. There is no obligation by the Event Organizer to acquire or use any Microsoft products or services. Event Organizer agrees that, unless specifically authorized in writing by Microsoft, it may not (i) pay expenses for travel, lodging, gifts, hospitality or charitable contributions for government officials ("Prohibited Activities") on Microsoft's behalf or (ii) use the Sponsorship Fee or any portion or other funds provided by Microsoft to Event Organizer for Prohibited Activities.

SECTION 10   Taxes

The parties are not liable for any of the taxes of the other party that the other party is obligated to pay and which arise in connection with this Agreement and all such taxes shall be the responsibility of the party who is obligated by operation of law to pay such tax. Each party shall pay to the other party any sales or value added taxes that are owed as a result of entering into this Agreement and which are required to be collected under applicable law. A party may provide to the other party a valid exemption certificate in which case that other party shall not collect the taxes covered by such certificate.

If any taxes are required to be withheld on the payments, the paying party will deduct such taxes from the amount owed and pay them to the appropriate authority. The paying party will secure and deliver to the other party an official receipt and other documents reasonably requested by the other party in order to claim a foreign tax credit or refund. The parties will use reasonable efforts to minimize any taxes to the extent possible under applicable law.

SECTION 11   Miscellaneous

(a)   Microsoft will comply with reasonable and customary rules and regulations that the Event Organizer delivers to Microsoft.

(b)   The laws, applicable jurisdiction and venue of the Microsoft contracting entity listed in the first paragraph of this Agreement will govern this Agreement. Each party will be responsible for its own attorneys' fees, costs, and other expenses.

(c)   Both parties must approve any press release that either party wishes to publish.

(d)   Neither party will be liable for failure to perform any obligation under this Agreement if such failure is caused by an event beyond the party's reasonable control, including without limitation, an act of God, natural disaster, war, public health epidemic and/or pandemic, civil disturbance, action by governmental entity, strike (provided that the strike is not within the terminating party's control), or any other situation that makes it impossible, illegal or commercially unfeasible for either party to perform ("Force Majeure Event"). The party affected by the Force Majeure Event will give notice to the other party as soon as reasonably practicable after the Force Majeure Event begins. Either party may terminate this Agreement due to a Force Majeure Event.

(e)   Neither party may assign this Agreement without the other's prior written consent.

(f)   If any court of competent jurisdiction determines that any provision of this Agreement is illegal, invalid or unenforceable, the remaining provisions will remain in full force and effect.

(g)   Notices may be either electronic or physical mail. The person(s) identified on the first page of this Agreement will receive notices on behalf of their respective company.

(h)   This Agreement (including any exhibits) is the entire Agreement between the parties regarding its subject matter.

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EXHIBIT A

Event Details

Event Information		
Event Name: SOLAIR Conference 2022	Event Date(s): 3 and 4 November, 2022	Event Venue: Prague
Fee and Payment Instructions		
Send Payment to: Czech: Ústav státu a práva AV ČR, v. v. i.; (Institute of State and Law of the Czech Academy of Sciences)	Sponsorship Fee: 185,000 CZK (+VAT) Amount Due: 185,000 CZK (+VAT)	Payment Due Date: 30 days

Other Event Terms and Conditions:

Supplemental terms applicable to Events held exclusively online ("Digital Event"):

a. Privacy statement required by Section 3(b) will be posted as a link to party's Privacy statement at the location where Personal Data is collected (including, but not limited to website, online form, and/or app).

b. If as a part of Sponsorship benefits Microsoft receives a recording of, or is permitted to record the Digital Event, Event Organizer grants Microsoft a nonexclusive, nontransferable, nonassignable worldwide license in perpetuity, to use the recording for its business purposes provided that it complies with the terms of the Agreement.

c. If Microsoft provides Event Organizer with content to be distributed to the attendees ("Microsoft Content"), Microsoft grants Event Organizer a right to distribute such Microsoft Content to Event attendees for Event-related purposes only. Event Organizer may not modify the Microsoft Content or distort its meaning.

OPTIONAL:

Other Event Information

1. Event Description:

SOLAIR (Society, Law, Artificial Intelligence, and Robotics): Artificial Intelligence for the Safer World.

The SOLAIR 2022 is a continuation of four successful international conferences organized since September 2018. The main focus of the conference are social, ethical and legal issues related to

development and use of Artificial Intelligence. **This year's subtitle is Artificial Intelligence for the Safer World: EU – US – IL Perspective** The purpose of this year's conference is to bring together representatives from the European Union, the United States, Israel, and the United Kingdom to discuss on how to utilize and regulate artificial intelligence so it would help us to achieve safer world. The key topics will be safety, security, and cybersecurity. More than ever, we now need to focus on how to build partnership and resilience through both technology and regulation. The conference will be also a starting point for revising the Czech National AI Strategy that shall focus especially on highlighting these topics.

The conference will have professional design and campaign to promote the event through efficient digital channels and social networks to reach maximum visibility. The conference will be held in person and streamed online to be accessible through a tool for online meetings (preferably Microsoft Teams).

2. **Event Organizer Obligations and Sponsorship Benefits:**

   a) **On the first day of the conference – keynote speech in the morning of minimum 15 minutes by a representative of Microsoft**
   b) **On the second day of the conference – keynote speech in the morning of minimum 15 minutes by a representative of Microsoft**
   c) **Microsoft logo visibility:**
      - **On the event venue**
      - **On the webpage of the event**
      - **On the printed materials distributed during the conference (program and information brochure)**
   d) **Microsoft Teams visibility: The event will be hybrid and the online attendance will be secured through MS Teams**
   e) **Invitation to the event: 25 people, all free pass**
   f) **Invitation to the networking dinner: 5 people, all free pass**

Other Microsoft Obligations: N/A
3. **Exclusivity (if any):** N/A

<u>EXHIBIT B</u>

Microsoft Logo Use Specifications

Event Organizer may use the following Microsoft logos and trademarks associated with the Event (the "*Microsoft Properties*"):

Use of the Microsoft Properties listed above shall be in accordance with the guidelines at: http://www.microsoft.com/en-us/legal/intellectualproperty/Trademarks/Usage/General.aspx

Microsoft will provide Event Organizer with a JPEG or other file to obtain the appropriate trademark.