

ACADEMIC RESEARCH USE LICENSE AGREEMENT

This Agreement (hereinafter “**this Agreement**”) is made and entered into this 31st day of January 2023 (“**Effective Date**”) by and between The Trustees of Columbia University in the City of New York (hereinafter “**Columbia**”), a New York non-profit corporation, having a principal place of business at 80 Claremont Avenue, 4th Floor MC9606, New York, NY 10027 and the Institute of Organic Chemistry and Biochemistry, Czech Academy of Sciences (Ústav organické chemie a biochemie AV ČR, v.v.i.), Flemingovo nám. 542/2, 160 00 Prague 6, Czech Republic (hereinafter “**Licensee**”).

Whereas, Columbia owns certain rights in certain technology developed in the laboratory of [REDACTED] (“**Provider Scientist**”) described in Attachment A (the “**Technology**”);

Whereas, Columbia is willing to provide an academic research-use license to Licensee to allow [REDACTED] (“**Recipient Scientist**”) to conduct academic research described in Attachment B (“**Research**”) using the Technology while employed at Licensee, upon the terms and conditions herein set forth;

Now Therefore, in consideration of the mutual covenants contained herein and intending to be legally bound hereby, the parties agree as follows:

1. DELIVERY; RIGHT TO INSPECT

1.1 Licensee accepts the Technology on an “AS IS, AS PROVIDED” basis. The Technology is the product of academic research, and Columbia does not represent that it is free from errors or is suitable for any particular task.

2. USE; OWNERSHIP; PROPRIETARY PROTECTION

2.1 Title to the Technology and copyright notices, and patents, copyrights, trademarks and all other intellectual property rights applicable to the Technology and copyright notices, shall at all times remain solely and exclusively with Columbia, and Licensee shall not take any action inconsistent with such ownership. Columbia hereby grants to Licensee, and Licensee hereby accepts, a non-exclusive, non-transferable, revocable, royalty-free academic research use license to install, display, and use one copy of the Technology and Confidential Information (hereinafter defined) solely for internal, non-commercial, academic Research conducted by Recipient Scientist or employees or students of Licensee working under Recipient Scientist’s direction. Licensee shall use the Technology and Confidential Information solely for such purpose and the sale, sublicense, assignment, transfer, creation of derivative works or any commercial use whatsoever of Technology or Confidential Information is expressly forbidden without Columbia’s prior written consent. The Technology and Confidential Information shall

not be used in research not described in Attachment B or any research where Recipient Scientist is not the principal investigator without Columbia's prior written consent. [REDACTED]

[REDACTED]

2.2 The Technology and information disclosed or provided by Columbia relating thereto contain Confidential Information of Columbia. All Confidential Information has been entrusted to Licensee for use only as expressly authorized under this Agreement by Recipient Scientist or employees under the direction of Recipient Scientist only having a need to know and who have signed confidentiality agreements or are otherwise bound by confidentiality obligations at least as restrictive as those contained herein. Licensee shall hold in strict confidence and not disclose to any third party any Confidential Information of Columbia, except as approved in writing by Columbia, and will use the Confidential Information of the Columbia for no purpose other than the as authorized under this Agreement, and shall protect the Technology and associated Confidential Information against any unauthorized use or disclosure. [REDACTED]

[REDACTED]

[REDACTED] Licensee or Recipient Scientist shall notify Columbia of any misuse, misappropriation or unauthorized disclosure of Columbia's Confidential Information. If Licensee fails to maintain the confidentiality of any of the Confidential Information in breach of this Agreement, Licensee will immediately notify Columbia and take all reasonable steps to retrieve the misused or improperly disclosed Confidential Information. Licensee shall be responsible for any breach of this agreement by its employees or permitted third parties.

2.3 For purposes of this Agreement, "Confidential Information" means [REDACTED]

[REDACTED]

[REDACTED] All such information shall be Confidential Information, including

information disclosed or provided to Licensee prior to the date of this Agreement, unless such information (i) was already known to Licensee prior to the disclosure or provision thereof by Columbia, (ii) has been published or is published hereafter, unless such publication is a breach of this Agreement, (iii) is received by Licensee from a third party not under any obligation of confidentiality with respect thereto, or (iv) is independently developed by Licensee without use of or reference to the Confidential Information.

2.4 Licensee agrees that the Technology and Confidential Information shall not be used: [REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED] The Technology and Confidential Information will not be subject to the terms of any consulting, option, license, sponsored research, material transfer, or any other agreement in which a third party (other than the U.S. government) obtains rights to intellectual property arising from the Research without the express, prior written approval of Columbia.

2.5 Columbia shall have no obligation to maintain, correct, support or update the Technology or Confidential Information.

2.6 This Agreement conveys to Licensee only a limited right to use the Technology, fully terminable in accordance with the provisions of this Agreement. Licensee shall not make any derivatives or modifications of the Technology or Confidential Information and shall not assert any right, title, or interest in or to the Technology or Confidential Information. Title to the Technology (including copyright) and Confidential Information, including any derivatives or modifications thereof, remains with Columbia. Columbia claims and reserves to itself all rights and benefits afforded under U.S. copyright law and all international copyright conventions in the Technology (and any associated Confidential Information).

2.7 Columbia will not provide to Licensee any services for modifying the Technology for Licensee's use. [REDACTED]

[REDACTED]

2.8 Recipient Scientist agrees to acknowledge the source of the Technology in all publications and presentations reporting the use of the same. The specific language for such acknowledgment shall be provided by Provider Scientist to Recipient Scientist.

3. TERM OF AGREEMENT; TERMINATION

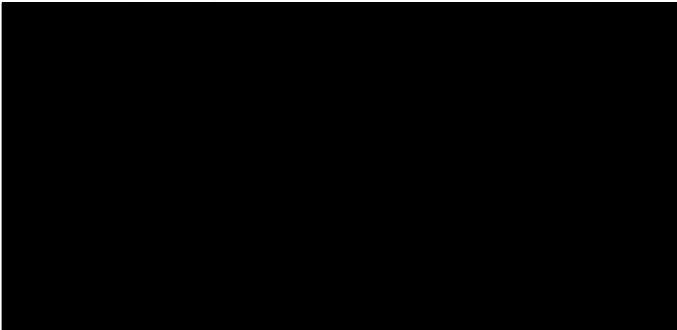
3.1 The term of this Agreement shall commence on the Effective Date and shall continue until the earlier of (i) the date on which Recipient Scientist's employment with Licensee terminates,

defended by counsel acceptable to Columbia, and held harmless by Licensee from and against any claim, liability, cost, expense, damage, deficiency, loss, or obligation, of any kind or nature (including, without limitation, reasonable attorneys' fees and other costs and expenses of defense) (collectively, "Claims"), based upon, arising out of, or otherwise relating to Licensee's use of the Technology and/or Confidential Information.

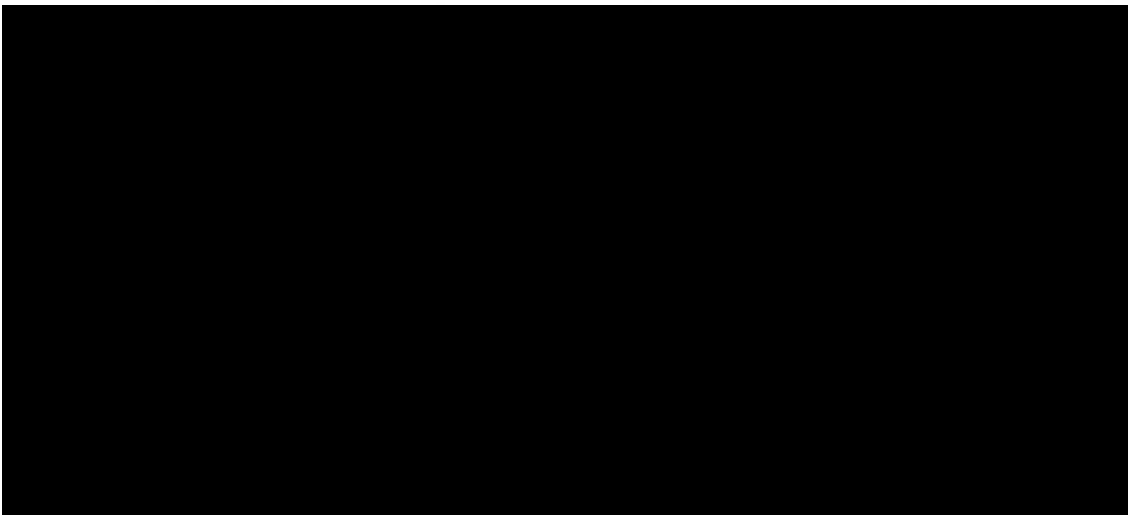
5. NOTICES

Any notice required or permitted to be given under this Agreement shall be sufficient if in writing and shall be considered given (i) when mailed by certified mail (return receipt requested), postage prepaid, or electronically or (ii) on the date of actual delivery by hand or overnight delivery, with receipt acknowledged, addressed to it at its address below, or as it shall designate by written notice given to the other party:

In the case of Columbia, to the following address:



In the case of Licensee, to the following address:



6. EXPORT CONTROL

6.1 Each party agrees not to take any action, directly or indirectly, that would violate or cause the other party to violate United States laws and regulations, including, without limitation, regulations and rules regarding sponsored research, trade and import and export controls (the “**Export Laws**”). In that connection, the Licensee confirms it is each of the following:

- a. not a Restricted Party and that no agency of the U.S. Government has denied, suspended, or otherwise abridged the Licensee’s export or import privileges. A “**Restricted Party**” means any company or individual on the Department of Treasury Office of Foreign Assets Control list of Specially Designated Nationals and Blocked Persons or List of Foreign Sanctions Evaders, on the Denied Persons List, the Entity List, or the Unverified List maintained by the U.S. Department of Commerce’s Bureau of Industry and Security or on any other list maintained by any governmental agency restricting the export of any items to or other transactions with specific individuals, companies or other entities;
- b. not directly or indirectly owned or controlled by or acting on behalf of others whose interests in the Licensee taken in the aggregate make the Licensee subject to U.S. trade sanctions or restrictions;
- c. not directly or indirectly owned or controlled by or acting on behalf of a government of or entity located in a country subject to economic sanctions programs that are or may be maintained by the U.S. Government; and
- d. not otherwise restricted, embargoed, or prohibited under applicable law from entering into agreements with U.S. entities and individuals.

The Licensee shall not export, re-export or otherwise transfer to any individuals or entities identified in items (a)-(d) above any hardware, software, technology or services provided by Columbia under this agreement. The Licensee confirms that it does not intend for the hardware, software, technology or services that Columbia provides under this agreement to be used for any purposes prohibited by U.S. export control laws and regulations, including without limitation nuclear, chemical, or biological weapons proliferation, or for military end-uses or military end-users. The provisions of this section will remain in full force and effect during the term of this agreement, and the Licensee will immediately notify Columbia of any events or changes that may conflict with the assurances and statements provided hereunder.

Licensee agrees to comply with U.S. export laws and regulations pertaining to the export of technical data, services and commodities, including the International Traffic in Arms Regulations (22 C.F.R. § 120 et seq.), the Export Administration Regulations (15 C.F.R. § 730 et

seq.), the regulations administered by the Treasury Department's Office of Foreign Assets Control (31 C.F.R. § 500, et seq.), and the Anti-Boycott Regulations (15 C.F.R. § 760). The parties shall cooperate with each other to facilitate compliance with these laws and regulations.

6.2 Licensee understands that sharing controlled technical data with non-U.S. persons is an export to that person's country of citizenship that is subject to U.S. export laws and regulations, even if the transfer occurs in the United States. Licensee shall obtain any necessary U.S. government license or other authorization required pursuant to the U.S. export control laws and regulations for the export or re-export of any commodity, service or technical data covered by this Agreement, including technical data acquired from Columbia pursuant to this Agreement and products created as a result of that data.

6.3 The Licensee further represents that the Licensee has taken all actions necessary or appropriate to make the agreement enforceable in the Licensee's home country and Licensee, including, if necessary printing, signing, and retaining a copy of the license.

7. MISCELLANEOUS

7.1 Neither party may assign or transfer its rights or obligations under this Agreement without the prior consent of the other party, and any attempt to do so shall be void.

7.2 Except as expressly provided for herein, Licensee shall not use Columbia's name, seal, logotype, trademark, or service mark, or the name, mark, or logotype of any Columbia faculty, employee or student in any way without the prior written consent of Columbia in its sole discretion.

7.3 This Agreement shall be construed and governed in accordance with the laws of the State of New York, without giving effect to conflict of law provisions of any jurisdiction.

7.4 All remedies available to either party for one or more breaches by the other party shall be cumulative and may be exercised separately or concurrently without waiver of any other remedies. The failure of either party to act on a breach of this Agreement by the other party shall not be deemed a waiver of said breach or a waiver of future breaches unless such a waiver is in writing and is signed by the party against whom enforcement is sought.

7.5 The parties do not intend that any agency, partnership, joint venture, or exclusive relationship is created between the parties by this Agreement, and each party is free to pursue relationships and opportunities with others similar to those contemplated by this Agreement. Nothing in this Agreement shall be construed as obligating the parties to enter into any subsequent agreement or relationship.

7.6 This Agreement constitutes the entire agreement of the parties hereto and supersedes all prior representations, proposals, discussions, and communications, whether oral or in writing. This Agreement may be modified only by a writing signed by the party against whom enforcement thereof is sought.

7.7 If any provision of this Agreement shall be held to be illegal, invalid or unenforceable, then such illegality, invalidity or unenforceability shall attach only to such provision and shall not in any manner affect or render illegal, invalid or unenforceable any other provision of this Agreement, and this Agreement shall be carried out as if any such illegal, invalid or unenforceable provision were not contained herein.

Both parties have caused this Agreement to be executed by their duly authorized representatives.

The Trustees of Columbia University in the City of New York:

By:

Name:

Title: Senior Contracts Officer, Columbia Technology Ventures

Date: January 31, 2023

TTID: 61306

Licensee: Institute of Organic Chemistry and Biochemistry, Czech Academy of Sciences

By:

Name: prof. RNDr. Jan Konvalinka, CSc.

Title: Director

Date: 31 January 2023

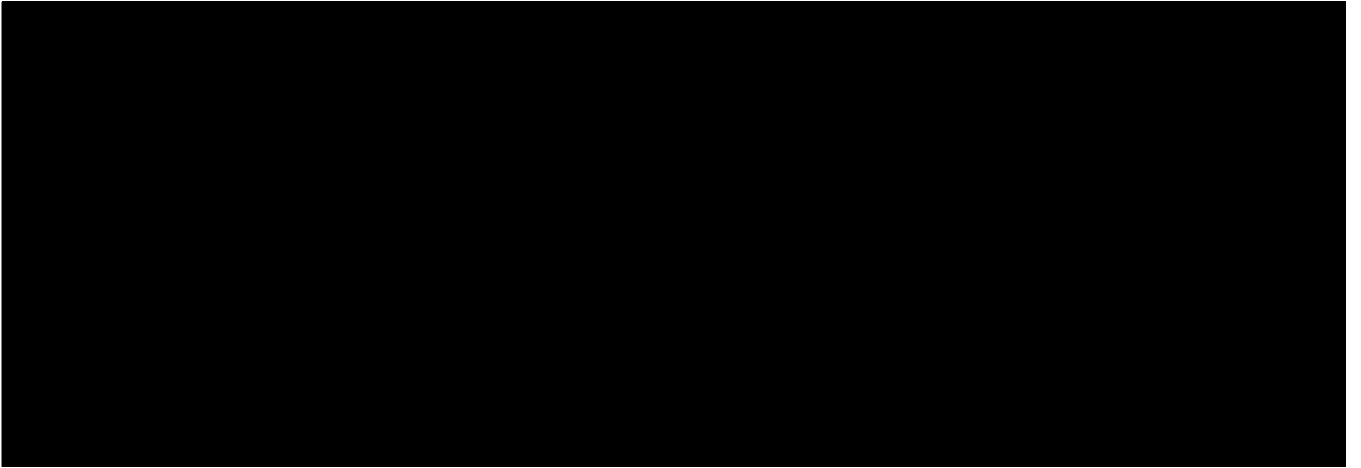
Acknowledged: 11/01/23

By:

Name:

Recipient Scientist

Attachment A



Attachment B

