

Contract for Participation in Project Solution entitled 'Robust Navigation System'

Contract no. 2022TM04000019
Contract no. UNOB: UO/04/001/2023

On the day, month, and year specified below, the following legal entities, in accordance with the provisions of Section 1746 (2) of Act No. 89/2012 Coll., the Civil Code, following the provisions of Section 2 (2) (j) of Act No. 130/2002 Coll., On the Support of Research, Experimental Development, and Innovation, as amended (hereinafter referred to as the 'ASRD'), concluded this Contract for Participation in Project Solution entitled 'Robust Navigation System'

(hereinafter referred to as 'this Contract').

1. Primary Grant Beneficiary:

Honeywell International Ltd. (Honeywell International s.r.o.)

Headquarters in V Parku 2325/16, 148 00 Prague 4 – Chodov

ID 27617793

Registered in the Commercial Register kept at the Municipal Court in Prague, Section C, Insert 119257

Represented by David Kozák

Bank details: BNP Paribas Fortis SA/NV, branch of the Czech Republic; Ovocný trh 1096/8, 117 19 Prague 1, bank account number: **64450-6003740431/6300**

Project Executor: Ing. Radek Řezníček

(hereinafter referred to as 'Honeywell')

and

2. Another Project Party

Czech Republic – Ministry of Defense

University of Defense (Univerzita obrany), an organizational unit within the governmental division Ministry of Defence and Armed Forces of the Czech Republic, a state university established by the Czech Law no. 214/2004 Coll., on the establishment of the University of Defense;

Headquarters in Kounicova 156/65, 662 10 Brno;

ID 60162694;

Represented by Brigadier General Prof. RNDr. Zuzana Kročová,

Bank details: Czech National Bank, receipt bank account number: 19-2603881/0710, expense bank account number: 404881/0710;

Another Project Executor: plk. gšt. doc. Ing. Josef Bajer, Ph.D., josef.bajer@unob.cz, 973 443542, 724692575;

(hereinafter referred to as „University of Defense“)

3. Another Project Party

University of West Bohemia (Západočeská univerzita v Plzni)

Headquarters in Univerzitní 2732/8, 301 00 Pilsen

ID 49777513

Represented by doc. Ing. Luděk Hynčík, Ph.D.

Bank Details: ČNB, pob. Plzeň, Husova 10, 305 67 Plzeň;

bank account number: **20095-64738311/0710**

Another project executor: doc. Ing. Ondřej Straka, PhD.

(hereinafter „**UWB**“)

4. Foreign Partner

infiniDome Ltd.

Headquarters in 7 Ha'Eshel St. Caesaria Israel

ID 51-547623-2

Represented by Omer Sharar

Another Project Executor: BScEE Moshe Kaplan MBA

(hereinafter “**infiniDome**“)

(Honeywell, UWB, University of Defense, and infiniDome jointly also referred to as ‘**Contracting Parties**’ or individually as ‘**Contracting Party**’; UWB, University of Defense, and infiniDome jointly also referred to as ‘**Other Parties**’)

Preamble

1. The Contracting Parties have agreed to cooperate in the project entitled ‘Robust Navigation System’, project registration number **TM04000019** (hereinafter referred to as the ‘Project’).
2. The binding conditions and requirements of the Project shall be determined by the Provider on the basis of the results of the fourth public tender declared on May 18,2022 by the Technological Agency of the Czech Republic (hereinafter referred to as the ‘**Provider**’, or ‘**TACR**’) in the framework of the 4th public bid of the DELTA 2 Program in support of applied research, experimental development and innovations in accordance with the Project proposal by the Aid Contract no. 2022TM04000019 (hereinafter referred to as the ‘**Aid Contract**’) and in accordance with the Decision on the Provision of Aid no. TACR/1108-2/2022 (hereinafter referred to as the “**Decision on the Provision of Aid**”). Contracting Parties hereby stipulate that as of the date of their signature of this Contract, they have the Aid Contract and Decision on the Provision of Support available to them and they acquainted themselves with the content of both documents. InfiniDome hereby stipulates that as of the date of the signature of this Contract, it has acquainted itself with all rules applicable to it. The purpose of this Contract is to ensure the fulfillment of all Project objectives and to regulate the rights and obligations among the Contracting Parties relating to the Project Solution and the management of its results in such a way as to protect the legitimate interests of the Contracting Parties, including the property interests of Honeywell, for whom, as the main Project Executor under the Aid Contract, obligations shall arise towards the Provider. All arrangements contained in this Contract must be interpreted and implemented in such a way as to achieve this purpose.

Article 1

Subject Matter of the Contract

1. The subject of this Contract is the definition of cooperation and reciprocal rights and obligations between the Contracting Parties in the Project Solution and in the period after the completion of the Project Solution.
2. This Contract also governs property rights, including the rules for the allocation of the financial contribution (grant) from the Provider, as well as the decision-making and management powers when working on the Project.
3. The basic provisions regarding intellectual property, protection, and use of the results generated by the Project Solution are also part of the subject matter of this Contract.

Article 2

Rights and Obligations of Honeywell

1. Honeywell shall deal with the Project according to and in line with the schedule, which is contained in the Binding Parameters of the Project Solution, Contracting Parties hereby confirm that they have the Binding Parameters of the Project Solution and the Plan of the Project resolution available to them as of the date of the signature of this Contract and that they acquainted themselves with the content of these documents.
2. Honeywell shall coordinate and control all intermediate stages and outputs according to the schedule stipulated in the Binding Parameters of the Project Solution. The project proposal, specifying the subject matter of the Project Solution, the timetable of the Project Solution, the Project's objectives, its expected results and the way of verifying their achievement, and the physical persons responsible for the Project's professional level, are listed in the Binding Parameters of the Project Solution.
3. Honeywell shall transfer the relevant part of aid according to the Binding Parameters of the Project Solution within the time period stipulated in this Contract from his/her bank account to the bank account of UWB. The University of Defense will receive the relevant part of the Aid via a budgetary measure of the Ministry of Finance of the Czech Republic. InfiniDome is not a recipient of any part of the Aid from Provider whatsoever. For the avoidance of doubt, InfiniDome is responsible for obtaining its own financing to perform this Project independently of other Contracting Parties and is responsible for compliance with all its obligations, rules, laws, and regulations applicable to it or required in connection with obtaining its financing. InfiniDome hereby represents and warrants that it is not aware of any circumstance preventing fulfilling its obligations under this Contract and fulfilling this Contracts purpose as defined above, especially that InfiniDome has sufficient funds available to it in order to perform its obligations under this Contract.
4. Honeywell undertakes to abide by the relevant legal provisions and opinions (GBER, Framework, and others) and internal regulations of the Provider. InfiniDome is obliged to comply with all applicable laws and regulations pertaining to it.

Article 3

Rights and Obligations of Other Parties

1. Other Parties shall deal with the Project according to and in line with the schedule, which is contained in the Binding Parameters of the Project Solution, and the Project Solution Plan.
2. Other Parties undertake to act in pursuance of the activities under this Contract in such a way as to enable Honeywell to fulfill his/her obligations arising from the generally binding legal

regulations of the Czech Republic regarding special-purpose support of research and development and the contracts concluded by him/her. For this purpose, Other Parties shall provide all the necessary cooperation.

3. Other Parties undertake to keep separate accounting records of their assigned parts of the Project as part of their bookkeeping so that the Aid and any dispositions with the Aid are clearly separated from other assets of the Contracting Party. Accounting records are kept by Other Parties for a period of 10 years after the termination of the effective date of this Contract or for a longer period prescribed by the relevant rules applicable to infiniDome. Contracting Parties are required to comply with binding rules, laws, regulations, general accounting standards, and pertinent binding rules contained in the principles, directives, regulations, or other legal regulations published in the Finance bulletin of the Ministry of Finance of the Czech Republic or published in any other binding way. To infiniDome, the foregoing applies as appropriate.
4. Other Parties undertake to process all their own documentation regarding the Project in accordance with the principles set out in the Tender Specifications and in accordance with Honeywell's instructions in such a way that the Contracting Parties jointly submit the Implementation Plan, Interim Reports, and the Final Report in accordance with the TACR General Terms and Conditions that are available to the Contracting Parties and they are acquainted with them.
5. Other Parties undertake to grant to the Provider the same rights relating to the exercise of control of the parts of the Project addressed by Other Parties as the Provider has against Honeywell under the Special-Purpose Aid Contract and the TACR General Terms and Conditions. Only such data shall be provided to Honeywell whose provision does not conflict with generally binding legal regulations, such as the Privacy Act.
6. The Other Parties hereby declare by their signature that they have become acquainted with the Terms and Conditions of the Aid Contract and that all Terms and Conditions are complied with and that all intermediate outputs are communicated to Honeywell within a reasonable time and in the prescribed format. In the event of a delay in the completion of intermediate stages caused solely by one of the Other Parties, which shall be sanctioned by the Provider, the Other Party concerned shall undertake to compensate Honeywell with a penalty imposed by the Provider, unless the Contracting Parties agree otherwise.
7. Other Parties are required to inform Honeywell of their potential inability to perform their duties as per this Contract properly and on time as well as of any significant change of circumstances of their economic or legal position including but not limited to establishment, merger or split of a legal entity, a change of their corporate structure, a decrease of their equity capital, entering into liquidation, initiation of a bankruptcy proceeding, loss of relevant authorization or certification etc., immediately upon such changes becoming legally effective. Other Parties undertake to abide by the relevant legal provisions and opinions (GBER, Framework, and others) and internal regulations of the Provider. InfiniDome is obliged to comply with all applicable laws and regulations pertaining to it.

Article 4

Management and Organisational Structure of the Project

1. Honeywell is the submitter of the Project and the applicant for grant provision. Honeywell shall act as the Project Coordinator and ensure administrative cooperation with the Provider.
2. In terms of the technical solution of the Project, the Project Executor shall be responsible on the part of Honeywell, and Other Project Executors on the part of Other Parties. The persons assigned to the role of the Project Executor and Other Project Executors are listed under the heading of this Contract. The Contracting Parties are entitled to change the Project Executor person, or Other Project Executors, in writing to the other Contracting Parties.

Article 5
Rights and Obligations of Parties in Financial Matters

1. The following Article 5 will apply to the University of Defense as appropriate. For infiniDome this Article 5 is not applicable except for the para. 19 of this Article 5 which applies to all Contracting Parties. However, infiniDome is responsible for compliance with its obligations connected to obtaining its financing and rules and regulations that are applicable to it or prescribed to it by its own financing provider.
2. The funding rules for the support of the Project Solution and the regulation of reciprocal rights and obligations between Honeywell and the Provider are part of the Aid Contract.
3. The eligible costs of the Project are defined in section E of the TACR General Terms and Conditions. The Contracting Parties acknowledge that the reporting of other indirect costs (overheads) using the Flat Rate method, i.e. a percentage surcharge on the direct costs without the need to document accounting documents, is possible under the conditions stipulated in Article 17 (7) (b) of the TACR General Terms and Conditions.
4. Honeywell shall present the planned part of the grant to UWB within 30 days from the delivery of the grant from the Provider to Honeywell's account for the relevant calendar year or within 30 days of the signing of this Contract by the last Contracting Party, depending on which of these happens later. Honeywell is entitled not to provide UWB with the relevant part of support in this period in the event of a serious breach of obligations arising from this Contract by UWB, of which he/she shall immediately notify all Other Parties as well as the Provider. The beneficiary is entitled to withhold a relevant part of support if UWB has been declared bankrupt. He/she shall immediately notify the Provider and the Other Parties about this matter.
5. The bank details of UWB are listed in the heading of this Contract. In order to identify the payment, UWB is obligated to inform Honeywell about the variable symbol, not later than 3 days prior to the notice of payment on the part of Honeywell.
6. Contracting Parties hereby declare that they are aware that the University of Defense will obtain the relevant part of the Aid via a budgetary measure of the Ministry of Finance of the Czech Republic directed to the account of the Ministry of Defense and that infiniDome is not a recipient of any part of the Aid whatsoever.
7. The Contracting Parties may draw and use support only in accordance with the rules on the provision of support and the Binding Parameters of the Project Solution, in particular, to use support for the eligible costs in accordance with the TACR General Terms and Conditions and to proceed in accordance with Section 8 (4) of the ASRD.
8. The division of eligible costs of the Project and support between the Contracting Parties is stated in the Binding Parameters of the Project Solution. All activities associated with activities on the Project, in particular, dealing with individual work tasks according to the Project and the funding of other activities under this Contract and in accordance with the Project, shall be paid by the Contracting Parties from the financial support (grant) provided by the Provider for the implementation of the Project and from own funds, such as is declared in the Binding Parameters of the Project.
9. UWB is obligated to refund Honeywell the part of support to a designated bank account, not later than 7 calendar days after he/she learns that he/she shall not use this part of the support for any reason during the Project solution or after it was requested to do so. UWB is obligated to return the unused part of support to the account of Honeywell no later than by 15 December of the calendar year in which the Project ended. Upon the return of the unused support, the Contracting Parties shall follow Article (3) (10) of the TACR General Terms and Conditions. UWB is obliged to return to the account of Honeywell no more than 5% of the unspent part of the

support from the support provided in the last calendar year of the project no later than February 5 of the following calendar year after the end of the Project solution. For the University of Defense, this provision applies accordingly, however, the relevant part of the Aid will be returned to the Provider directly.

10. Upon the return of support, Honeywell must proceed in accordance with Article 4 (1) (d) and Article 3 (10) of the TACR General Terms and Conditions. UWB is obligated to proceed in accordance with the instructions of Honeywell when returning the unused part of the grant.
11. Transfers between cost categories and other cost changes are possible only in the extent allowed by Article 18 (1) of the TACR General Terms and Conditions. Any other transfers of cost categories and other cost changes exceeding the 50% threshold allowed by the TACR General Terms and Conditions must be addressed in accordance with the TACR SME-07 Directive on Project Change Management via Honeywell.
12. The Contracting Parties shall regulate their share of the grant from the Provider, the total Project Solution costs, and the technical content of the Project Solution if the amount of the grant drawn requested in the application for Project support shall be changed by the Provider's decision.
13. If the relevant part of the grant is not provided by the Provider to Honeywell or if a delayed provision of the relevant part of the grant by the Provider to Honeywell occurs as a result of a reversionary budget under a special legal regulation or as a result of the application of another legal regulation, Honeywell shall not be liable to Other Parties for damage that has incurred to Other Parties as a result of this situation.
14. The Contracting Parties of this Contract further acknowledge that there is no legal claim to the provision of a grant from the special-purpose means of the state budget for Research and Development.
15. The Contracting Parties undertake that they shall not use resources from public sources to pay for the costs from their own sources (e.g. for unapproved costs). The foregoing does not apply to the University of Defense as an organizational unit within the governmental division of the Ministry of Defence and Armed Forces of the Czech Republic, nor to InfiniDome, which received or may receive grants from the Israeli Innovation Authority for the purpose of the Project financing.
16. Except as set forth above, the Contracting Parties declare that the activities of the Project shall not be concurrently financed from other public sources, other than those provided under the Aid Contract. If any Contracting Party learns of duplicate funding, he/she shall notify the other Contracting Parties without undue delay.
17. The Contracting Parties undertake to use the special-purpose support in accordance with Act No. 218/2000 Coll., On Budgetary Rules and on Amendments to Certain Related Acts (Budgetary Rules), as amended, and the ASRD, solely for the payment of demonstrable, necessary costs directly related to the implementation of the Project.
18. The Contracting Parties acknowledge that only the eligible costs may be financed from the funds provided by the Provider for the Project Solution, i.e. the costs necessary and directly related to the achievement of the Project's objectives, in accordance with binding legal regulations.
19. If a financial loss arises during the implementation of the Project, each of the Contracting Parties shall bear that loss for the part of the Project for which he/she is responsible.
20. If due to the incomplete drawing of a grant by a Contracting Party, the total amount of the grant is reduced by the Provider, this Contracting Party shall be obligated to compensate the other Contracting Parties with the relevant part of the grant which would be paid to the other Contracting Parties if the grant had not been unused in full.
21. In accordance with the General Terms and Conditions, Other Party is obligated to duly and unequivocally quantify and transfer to Honeywell all the proceeds of the Project and not to

prevent their acquisition so that Honeywell can duly fulfill his/her obligations as the main beneficiary of the support stipulated in Article 9 of the TACR General Terms and Conditions.

Article 6

Information on Project Solution, Project Evaluation, Messages

1. The Contracting Parties undertake to inform each other on the progress of the Project implementation and the implementation of the Project Solution Plan, as well as on all the facts that could affect the successful completion of the Project. Other Parties undertake to inform Honeywell about any contracts he/she has entered into with third parties and whose content is a commitment to an activity aimed at achieving the Project's results. Other Parties undertake to inform the Beneficiary without undue delay if insolvency proceedings are commenced or his/her bankruptcy is declared.
2. For the purposes of verification and evaluation of cooperation procedure of Other Parties in the Project Solution, Other Parties are obligated to submit to Honeywell:
 - a) the documentation for Interim Reports, as well as extraordinary reports, including accounts of the costs of the Project,
 - b) the documentation for the Final Report, including accounts of the costs of the Project,
 - c) the documentation for the Implementation Plan.
3. The documentation for the Interim Periodic Report is understood as a report on the progress of the solution of a part of the Project by Other Party, the possible deviations in the content of the solution of a part of the Project, and the report on the achieved results for the past period. Documentation for the Interim Periodic Report is required to be submitted by Other Parties to Honeywell no later than by 12 January of the following calendar year or until the 12th day of the following month after the completion of another period or stage of the Project Solution, unless the Provider specifies otherwise. As part of the Interim Periodic Report, UWB / University of Defense is obligated to provide Honeywell with an accounting record of the eligible costs incurred by the Project for the given period no later than 25th January of the following calendar year or 25th day of the calendar month following the end of a period or phase of the Project Solution, unless the Provider requests otherwise. Honeywell is also entitled to request statements of eligible costs beyond this regular annual periodicity. In this case, UWB / University of Defense is obligated to submit the eligible cost statements not later than 15 calendar days from the date they were requested by Honeywell.
4. The documentation for the Final Report is understood as a report on all the work, objectives, results, and conclusions resulting from the cooperation of the Other Parties on the Project. Documentation for the Final Report must include the entire Project Solution period and must be provided to Other Parties until the Project is terminated, unless the Provider specifies otherwise. The Implementation Plan is part of the Final Report. In addition, Other Parties are obligated to provide Honeywell with the accounting records of the total eligible costs incurred by the Project.
5. The Implementation Plan may also be part of the Interim Reports. Other Parties are obligated to deliver the documentation for the Implementation Plan in the same time period as the Interim or Final Report. During the Project implementation (for a period of 3 years after the Project solution ends) Other Parties are obligated to deliver the documentation within 15 calendar days following Honeywell's request. The content and other guidelines for the drafting of the Implementation Plan are set out in the TACR General Terms and Conditions.

6. Other Parties are obligated to provide Honeywell with the reports referred to in paragraph 2 of this Article in one copy electronically (unless the TACR requires otherwise), whilst being obligated to respect Honeywell's instructions regarding the content, the structure of the reports, and the deadlines for their submission.
7. The Provider is authorised to carry out a public administration inspection at any time in accordance with Act No. 320/2001 Coll., On Financial Control, following the procedure under Act No. 255/2012 Coll., The Rules of Procedure, and to the minimum extent stipulated in Section 13 of ASRD. The Provider proceeds in accordance with these regulations and in accordance with the SME-22 Directive on Public Administration Control.
8. The Provider is also entitled to conduct evaluation processes during the Project Solution and after its termination. The Contracting Parties shall proceed to that effect in accordance with the relevant internal rules of the Provider. In the case of evaluation processes carried out by the Provider under the TACR General Terms and Conditions (e.g. external examination), the Contracting Parties are obligated to provide the necessary cooperation and ensure their participation in these inspections.
9. The Contracting Parties are obligated to allow the Provider or the persons authorised by him/her to carry out comprehensive control under this Article and to make available his/her accounting records related to the Project in accordance with the provisions of Section 8 paragraph 1 of ASRD at any time during the Project Solution or within ten years after the termination of this Contract, and to provide him/her with the necessary cooperation. This arrangement shall be without prejudice to and shall not limit the rights of the controlling and financial authorities of the state administration of the Czech Republic.

Article 7

Property and Personal Liabilities of Contracting Parties

1. The ownership of tangible assets necessary to implement a part of the Project and acquired from the provided subsidy is regulated in the TACR General Terms and Conditions. The owners of the property necessary to implement the Project are the Contracting Parties if they acquired or created the mentioned property within the Project implementation.
2. If the tangible assets have been acquired jointly by the Contracting Parties, the tangible assets in question are in proportional coownership of such Contracting Parties whereas their share in the ownership of tangible assets shall be stipulated according to a ratio of financial means expended for the acquisition or creation of tangible assets in question.

Article 8

Intellectual Property and Protection of Results

1. The rights to the Project results and their protection shall be governed by the TACR General Terms and Conditions, especially by Article 14 and 15, and they shall respect the rules of The Framework for State Aid for Research and Development and Innovation (2014/C 198/01).
2. To exclude any doubts, the subject of intellectual property is property of an intangible nature, such as works protected under the copyright and copyright-related rights and subjects of industrial legal protection, i.e. technical solutions (patents, utility models, eventually semiconductor topographies), subjects of industrial design (designs), identification of products and services (trademarks, indication of origin, geographical data, commercial company), in particular trade secret and know-how (written as well as unwritten production, commercial and other experience).
3. The intellectual property rights owned by the individual Contracting Parties before the conclusion of the Agreement and necessary to implement the Project or use its results shall

remain in the ownership of the relevant Contracting Party. The Contracting Parties shall enable each other to use free of charge the intellectual property rights pertaining to them individually, within the scope necessary to implement the Project. Granting of any other rights to the intellectual property of the Contracting Parties even after the termination of the Project is subject to the conclusion of a relevant Licence Agreement.

4. A development of any intellectual property created in cooperation of employees of two/more Contracting Parties is not foreseen in this Project. Should there be a need to do so, the Parties agree not to create any intellectual property (including any modification or enhancement of any Party's intellectual property) based upon the other Party's intellectual property without the other Party's prior written consent. If any intellectual property is created by either Party in relation to or based upon another Party's intellectual property without its prior written consent, such new intellectual property shall be owned by the owner of the pre-existing intellectual property on which the new intellectual property is based.
5. Subject to the foregoing above, if The Contracting Parties have agreed on the fact the intellectual property created upon the fulfilment of tasks within the Project is property of such a Contracting Party whose employees created the intellectual property in accordance with the Project Implementation Mandatory Parameters and with the Project Implementation Plan. To the extent relevant to the Project, the Contracting Parties shall notify each other of the creation of intellectual property and the Contracting Party owning such intellectual property shall decide on a manner of protection of such intellectual property and shall bear the costs related to the filing of applications and conducting of relevant proceedings for the protection of intellectual property.
6. Subject to the foregoing above, If the intellectual property is created upon the fulfilment of tasks within the Project demonstrably based on the cooperation by employees of two or more Contracting Parties without contribution of the University of Defense, such intellectual property is joint property of the Contracting Parties, whereas the ratio of property shares corresponds to a ratio of employees of both/such Contracting Parties participating in the creation of intellectual property. The Contracting Parties shall assist each other upon the preparation of filing the applications for protection, even abroad. The Contracting Parties share the costs related to filing of applications and conducting of relevant proceedings for the protection of intellectual property, according to a ratio of their co-ownership shares, unless agreed by the Contracting Parties otherwise.
7. If the intellectual property is created upon the fulfillment of tasks within the Project demonstrably based on the cooperation of employees of two or more Contracting Parties with the contribution of the University of Defense, such intellectual property will become property of the Contracting Party, which contributed the most to its creation while the rest of the Contracting Parties that contributed are entitled to a free of charge, irrevocable license to such foreground intellectual property, without any time, quantity or territorial limitations, including the right to sublicense, solely for testing, demonstration and certification purposes in connection with the Project unless the Contracting Parties agree otherwise in the individual case (hereinafter "Free-of-charge License"). In case there are any doubts or contributions of all respective contracting parties are equal the intellectual property created by two/more Contracting Parties that:
 - a) pertains to the X75 V2 Dual-Antenna Prototype is deemed to be infiniDome's sole ownership and other Contracting Parties are entitled to foregoing Free-of-charge License;
 - b) pertains to addressing the certified aviation market is deemed to be Honeywell's sole ownership and other Contracting Parties are entitled to the foregoing Free-of-charge License.
8. Honeywell has a pre-emption right to the intellectual property of any of the Other Parties except for infiniDome, created upon the fulfillment of tasks within the Project, including any possible co-ownership shares. Other Parties may sell a subject of intellectual property or its share to a third

party only if Honeywell does not accept any written offer for usage of its pre-emption right within a period of threemonths.

9. In case of co-ownership pursuant to paragraph 5 of this Article the consent of all co-owners is necessary for the valid conclusion of a Licence Agreement. The unanimous consent of all co-owners is necessary to transfer the rights to intellectual property to a third party. Regarding other issues not regulated by this Agreement, the mutual relationships between the co-owners shall be governed by the general provisions of co-ownership (Section 1115 et seq. of the Act No. 89/2012 Coll., Civil Code).
10. If one of the Contracting Parties is not interested in filing of an application leading to the protection of intellectual property, the other Contracting Party may ask for the transfer of a right to file such application to such other Contracting Party. Before the transfer, the Contracting Parties shall negotiate the conditions of the transfer of a right to file an application and shall conclude a separate contract regulating, among others, an obligation to pay the costs related to filing of an application and conducting of relevant proceedings. The Contracting Parties shall assist each other upon the preparation of filling the applications, even abroad.
11. If a consent or cooperation of an employee or another natural or legal person participating in the Project implementation is necessary to meet any provision of Article 8 hereof, the Contracting Parties undertake to ensure such consent or cooperation within the scope they are responsible for the Project implementation.
12. The declaration of authors concerning the creation of a subject of intellectual property, e.g. about creation of an invention within the Project, shall be in writing and shall be ensured by the Contracting Party which participated in the creation of a subject of intellectual property.
13. The rights of authors shall be settled by the Contracting Parties in accordance with Section 9 of the Act No. 527/1990 Coll., on Inventions and Rationalisation Proposals, as amended
14. A detailed regulation concerning the usage of the Project results shall be subject to an Agreement on Usage of Results which shall be concluded by the Contracting Parties latest before the Project is terminated. The Agreement on Usage of Results shall meet the requirements of the TACR General Terms and Conditions.
15. Within its right to inspection in accordance with Article 3 (5) hereof, Honeywell shall inspect also handling with the Project results.
16. Each Contracting Party solves a different part of the overall navigation solution towards the main common results, which are composed of several individual sub-results that are separate objects of intellectual property rights. The Contracting Parties anticipate the creation of the following Common Results of the Project with the following ownership structure based on the portion of sub-results contributed by the respective Contracting Party that together compose the particular main result as approved by TACR: 1) TM04000019-V3 „Methodology for testing the immunity of unmanned aircraft navigation systems to external influences“; 2) TM04000019-V4 „Navigation system robust to GNSS Jamming“; 3) TM04000019-V5 „Navigation system robust to GNSS Jamming and Spoofing“.

Result ID	Result Name	Type	Ownership
TM04000019-V3	Methodology for testing the immunity of unmanned aircraft navigation systems to external influences	NmetS – Methodology	100% UoD
TM04000019-	Navigation system robust	Gfunk –	Hlsro 40%, infiniD 32%, UWB 20%,

V4	to GNSS Jamming	Functional sample	UoD 8%
TM04000019-V5	Navigation system robust to GNSS Jamming and Spoofing	Gprot - Prototype	Hlsro 40%, infiniD 30%, UWB 18%, UoD 12%

17. More details regarding the anticipated contribution of each Contracting party and Common Results to be created within the Project as well as the ownership structure are described in Attachment 1 to the Honeywell's Project proposal entitled TM04000019_Attachment_1_Common_Results.
18. For the avoidance of doubt nothing in the table above may be deemed as transferring any rights by a Party to its intellectual property.
19. The Contracting Parties hereby acknowledge that the common results are not foreseen to be joint objects of intellectual property rights as a whole and therefore the common results are not subject to the regime of co-ownership of all Contracting Parties. The Common results are an ensemble of separate sub-results, where each sub-result will remain the exclusive ownership of the Party that is the owner of the sub-result as per this Agreement.

Article 9

Confidential Information, Publishing and Evidence of Project Results

1. The Contracting Parties undertake to provide each other with any and all the information necessary to carry out the Project activities, information on activities within the Project and their results.
2. Unless agreed by the Contracting Parties in an individual case otherwise, any and all the information that is obtained by one Contracting Party from the other Contracting Parties and that is not publicly available and are marked in a written form as confidential by the transferor at the time of hand over shall be considered as confidential (hereinafter referred to as the "**Confidential Information**"). The Contracting Party which obtained the Confidential Information is obliged to keep it secret and ensure sufficient protection against any access of unauthorized persons to such information. The Confidential Information shall not be disclosed to any other person, except for the employees who are entrusted with the activities within the Project. The Contracting Party may disclose the Confidential Information to other persons who are entrusted with the activities within the Project only if a Non-Disclosure Agreement has been concluded with them within a similar scope.
3. The receiving Contracting Party shall always treat such Confidential Information at least in such a manner and with such care as used for the protection of its own information of a similar nature or at least with reasonable care that may be required from the Contracting Party.
4. The Confidential Information shall be disclosed only to the employees of the Contracting Parties, who need necessarily such information for the Project, and informing of such employees about the confidential nature of the information and obligations arising for them from this Agreement shall be ensured.
5. The receiving Contracting Party is not obliged to protect the information which as shown by documentary evidence:
 - Has been created by the receiving Contracting Party independently on, without use of or reference to the Confidential Information of the disclosing Contracting Party;

- Has been obtained by the receiving Contracting Party without any limitation from a third party being entitled to disclose such information;
- Has been publicly accessible otherwise than due to a breach of this Agreement by the receiving Contracting Party;
- Has been provided by the disclosing Contracting Party without any limitation to the receiving Contracting Party or to a third party;
- Has been known to the receiving Contracting Party at the moment of its disclosure without any existing obligation to protect such information.

6. The receiving Contracting Party is obliged to protect the Confidential Information in accordance with Article 9 hereof for a period of 10 years after the termination of this Agreement.
7. The Contracting Parties declare that in relation to their employees, students, eventually other persons, they have regulated the copyrights, rights of authors of inventions, utility models and designs and other subjects of intellectual property protection, to all the Project results hereunder so that the employees or students, eventually other persons, may not use the rights in a manner that might jeopardize the interests of the other Contracting Party.
8. The Contracting Parties are generally entitled to distribute the Project results that do not cause any origin of an intellectual property right. Expert public shall have a possibility to get acquainted with the results by means of a publication activity (conference reports, articles, etc.). However, the publication activity shall be performed so that the rights of the Contracting Parties to the protection and commercial usage of results are not affected. The Contracting Parties undertake to inform the other Contracting Parties latest 30 days before publication of the Project result or its part of this fact in writing, and submit the intended subject of publication. If the other Contracting Party does not deliver at least 5 days prior to the expiration of the aforementioned period a written justification of its objection against publication, it shall apply the Contracting Party agrees with the publication. The Contracting Parties undertake not to publish a subject of publication until complete settlement of all the objections delivered on time.
9. The obligation pursuant to the previous paragraph applies accordingly also to all the qualification works and other school works created in connection with the Project. In such case the obliged party is the Contracting Party whose pupils or students created the school work. The Contracting Parties agree that compliance with legal obligations regarding the publication of theses shall not be considered as a breach of the obligations stipulated by this Article.
10. If either of the Contracting Parties publishes the information concerning the Project or Project results, the Contracting Party is obliged to state thoroughly the Project identification code according to the Central Register of R&D Projects and the fact the Project result was gained with the Provider's financial contribution within the specific support of research, development and innovation. The Contracting Parties undertake to act in accordance with the document called "Rules for Publicity of Projects Supported by TACR Funds" and available in the Provider's portal. At the same time the affected Contracting Party is obliged to define it is a Project implemented in cooperation with the other Contracting Parties and specify its/their identification features. The publication shall not affect or jeopardize the protection of the Project results, otherwise the Contracting Party shall be liable to the other Contracting Parties for the damage caused.
11. The Contracting Parties undertake to provide individually the information on results created within the Project implementation to the Information Register of R&D Results (hereinafter referred to as the "RIV"), within deadlines and in the form required by the law, pursuant to Section 31 of the ASRD from Public Funds and on the Amendment to Some Related Acts, unless agreed by the Contracting Parties otherwise.
12. The manner of registering the results and the ratio of dedications within the Project shall be determined based on a ratio by which the Contracting Parties contributed to achievement of the contributing results within the Project implementation. If the Contracting Parties do not agree on the above-mentioned, they undertake to respect a decision rendered in this matter by the Provider or by a court having subject-matter jurisdiction.

Article 10

Damage Liability

1. Honeywell is liable to the Provider for legal usage of the provided subsidy.
2. Other Parties are liable to Honeywell for any direct losses caused by a breach of the obligations arising from this Agreement, in particular for:

- Non-completion of such part of the Project which they are liable for in accordance with this Agreement;
 - Provision of incorrect, incomplete or otherwise defective results of a scientific work;
 - Non-respecting of the information obligations stipulated by the Contract towards Honeywell and towards the Provider;
 - Ambiguities in bookkeeping and breach of obligations to archive the Project documents;
 - Non-provision of cooperation in case they are obliged to provide cooperation in accordance with this Agreement.
3. Contracting Parties agree compensation for damages differently from the Civil Code provision no. 2952 so that safe for situations listed above, the contracting parties shall be obliged to compensate the other parties only for real damage.

Article 11

Penalties

1. If the Provider does not recognize the costs of the Project of the UWB / University of Defense or any part thereof, UWB / University of Defense is obliged to return the unrecognized portion of the Honeywell grant within the time limit set by Honeywell or the Provider.
2. More detailed conditions and consequences of breach of the conditions for granting the aid are set out in the General Terms and Conditions of TACR. Honeywell is entitled to claim damages from Other Parties, which by their actions caused the penalties to be applied by the Provider to Honeywell under the General Terms and Conditions of TACR.

Article 12

Duration of the Contract, Termination of the Contract

1. The Contract is concluded for a fixed period of time starting from the signing of the Contract until 31. 5. 2028, or until the expiry or termination of the Contract for granting the Aid, whichever comes later. The provisions of Article 3, paragraph 3, and Article 9, paragraph 6 shall not be affected.
2. The Contract may be terminated by full fulfilment of all obligations of any contracting party resulting from it, by withdrawal from the Contract by any of the Contracting Parties in accordance with applicable legal regulations or by a written agreement of the contracting parties in which the terms of termination of the Contract will be agreed among the contracting parties. An integral part of the termination agreement will be the proper settlement of all financial resources that have been spent on the Project by the contracting parties.
3. The Parties acknowledge that the Provider is entitled, in accordance with the General Terms and Conditions of TACR, to terminate the Grant Contract or to withdraw from the Grant Contract, with all the legal consequences resulting therefrom. In such a case, the Parties shall enter into negotiations on the termination of this Contract.
4. If any of the Other Parties repeatedly fails to fulfill its obligations under this Contract or commits a gross violation hereof, Honeywell may enter into negotiations with the Provider to terminate the participation of the other Participant in the project and its eventual replacement, provided that it is effective with regard to the nature of the project and its solution and possible considering the gravity of the breach. If such a change is agreed by the Provider, Honeywell is entitled to withdraw from this Contract.
5. Each of the Other Parties is entitled to withdraw from the Contract on the basis of its written, reasoned statement that it cannot fulfil its obligations under the Contract. In such a case, it is

obliged to return to Honeywell any aid granted to it under the Contract within the time limit set by Honeywell.

6. Withdrawal from the Contract shall be effective upon delivery to all other Contracting Parties.

Article 13

Contract Register

1. University of Defense undertakes to send this Contract to the administrator of the contract register for publication through the contract register in accordance with Act No. 340/2015 Coll., as amended, without undue delay, but no later than within 15 days from its conclusion.
2. University of Defense shall immediately inform Honeywell in writing about the sending of this Contract for publication in the contract register. For the purposes of this provision, e-mail is also considered a written form.
3. If University of Defense fails to send this Contract to the registry administrator within the specified time period, Honeywell is authorized to do so. Paragraph 2 of this Article applies in this case accordingly.
4. University of Defense undertakes to exclude from the text of this Contract sent for publication in the register of contracts:
 - the entire text of Binding Parameters of the Project Solution, except for header, footer, and introductory heading
 - the entire text of Project Solution Plan, except for footer and introductory heading. Removed text will be replaced with "XXXXXX".

Article 14

Final Provisions

1. This Contract is concluded upon signature by all Contracting Parties. The Contract enters into force on the day of the publication date in the Contract Register pursuant to Act No. 340/2015 Coll., On the special conditions for the effectiveness of certain contracts, the publication of such contracts and the Contract Register (the Contract Register Act), as amended.
2. This Contract is concluded in 6 counterparts, of which Honeywell and University of Defense will receive two copies and UWB and infiniDome will each receive one. An electronic signatures based on a qualified certificate acceptable to Czech Governmental Organizations are required.
3. The Contracting Parties declare that they have acquainted themselves with these documents before signing this Contract and agree these documents are binding and form an integral part of this Contract:
 - Aid Contract no. 2022TM04000019;
 - Binding Parameters of the Project Solution;
 - Project Solution Plan;
 - General Terms and Conditions of TACR.
4. This Contract may be amended only by agreement of the Contracting Parties in the form of written numbered amendments signed by the authorized representatives of all of the Contracting Parties.
5. The Contracting Parties are not entitled to transfer rights and claims under this Contract without the consent of the other Contracting Parties.
6. The Parties agree that any disputes arising out of the implementation of the Contract will be settled by mutual agreement. If the dispute cannot be resolved by an agreement, all disputes


arising out of and in connection with the Contract will be settled by the competent local court of the defendant, conditional upon the defendant being an entity incorporated in the Czech Republic. In case the Foreign Partner is the defendant, the disputes will be settled by the court of competent jurisdiction of the plaintiff.

7. Relationships not regulated by the Contract are governed by the laws in force in the Czech Republic, without regard to conflict of laws provisions. The provisions of Sections 2716 - 2746 of the Civil Code do not apply.
8. The Parties declare that they have read this Contract before signing it, consider its subject to be sufficiently specific, and further declare that it has been concluded with due diligence, freely and seriously, definitely and comprehensibly, not in distress under conspicuously unfavourable conditions, and unreservedly agree with its content, in witness whereof they attach their signatures hereunder. This Contract supersedes any other pre-contractual arrangements.

Contracting Party	Position, name and signature	Stamp
Honeywell International s.r.o.	<p>Mgr. David Kozák</p> <p>Digitally signed by Mgr. David Kozák Date: 2023.03.01 10:56:38 +01'00'</p> <p>..... Mgr. David Kozák Executive</p>	

Contracting Party	Position, name and signature	Stamp
Czech Republic – Ministry of Defense University of Defense	<p>.....</p> <p>Brigadier General Prof. RNDr. Zuzana Kročová, Ph.D. Rector-Commandant</p>	

Contracting Party	Position, name and signature	Stamp
	<p>doc. Ing. Luděk Hynčák, Ph.D.</p> <p>Digitálně podepsal doc. Ing. Luděk Hynčák, Ph.D. Datum: 2023.02.20 12:40:30 +01'00'</p> <p>.....</p> <p>doc. Ing. Luděk Hynčák, Ph.D. Vice-Rector for Research and Development</p>	

Contracting Party	Position, name and signature	Stamp
	<p>DocuSigned by:</p>  <p>.....</p> <p>Omer Sharar Executive</p>	

