

## EXCLUSIVE LICENSE AGREEMENT

No. 014/2023

according to the provisions of § 1746, paragraph 2, and subsidiarily also § 2358 et seq. Act No. 89/2012 Coll. Coll., Civil Code, as amended (hereinafter referred to as the "Civil Code")

### Charles University

ID: 00216208 | VAT number: CZ00216208  
registered office: Ovocný trh 560/5, 116 36 Prague 1, Czech Republic  
(hereinafter referred to as "Charles University" or "University")

represented on the basis of the mandate agreement

### Charles University Innovations Prague a.s.

ID: 07236239 | VAT number: CZ07236239  
registered office: Ovocný trh 560/5, 110 00 Prague 1, Czech Republic  
represented by: Mgr. Otomar Sláma, MBA, MPA, Chairman of the Board  
(hereinafter referred to as "CUIP")

and

### Additive Appearance s.r.o.

ID: 19447841  
registered office: Petřská 1180/3, 110 00 Prague 1, Czech Republic  
represented by: Thomas Nindel, CEO  
Tobias Rittig, CEO

(hereinafter referred to as the "spin-off ")

CUIP and the spin-off (hereinafter collectively as the "parties", individually also the "party") enter into this exclusive license agreement (hereinafter referred to as the "agreement") on the day, month and year indicated on the signature page.

## I. Introduction

1. The purpose of this agreement is to grant permission to exercise author's rights and rights to the database (hereinafter referred to as the " License"), the purpose of which is the commercial use of the intellectual property further specified in this agreement, to which Charles University exercises property rights. CUIP, as a subsidiary of the University, is a spin-off shareholder and is therefore the recipient of its distributed profit.
2. The subject of the License is **author's literary works, in the form of a computer program** , as well as collective works in the form of an author's database and a database, to which the special rights of the creator of the database belong, which form the software product "Slicer and accompanying research code" (hereinafter referred to as "Software"), which includes the following parts, excluding parts of the Software, which were created by students of the Charles University and are a subject to a separate license agreement:
  - a. Software allowing for optimization of the appearance of 3D printed objects with a user interface for importing a 3D object, calculation and optimization of the ink distribution to enhance accuracy and exporting data to be used in a 3D printer.

- b. Preceding research versions of the above software, including heuristical and/or gradient-descent optimizations, based on (differentiable) rendering software and/or neural networks.
  - c. Research scripts for color calibration and measurement unless covered by a prior IP sharing agreement.
- 3. The software was created by employees of **the Faculty of Mathematics and Physics of Charles University** (specifically XXXXX XXXXX, XXXX XXXXX, XXXX XXXXX, XXXX XXXXX, and XXXX XXXXX) , and it is therefore an employee work according to § 58 of Act No. 121/2000 Coll., on author's rights, on rights related to copyright as amended (hereinafter referred to as the "Author's Rights Act") and a collective work according to § 59 of the Author's Rights Act or about the database according to § 88 of the Author's Rights Act. The rights to this work are therefore exercised by Charles University.

## II. License Terms

1. Parties agree to the License as **exclusive, worldwide, unlimited and for consideration**.
2. The License applies to the Software in all stages of their development, whether it is the final form of the works or any of their work-in-progress or other unfinished forms. The License further extends to all preparatory and conceptual materials including drafts, all versions, alternatives or variants, whether or not they are a Software in themselves.
3. The manner of use of the Software to which the spin-off is authorized includes:
  - a. any use of the Software or any part thereof in their original, processed or otherwise altered form.
  - b. completion of any unfinished or work-in-progress Software in case the preparation of the Software was terminated before such work was completed.
  - c. connection of the work with other technical knowledge of the spin-off, or other collaborating persons, developing or following on from the work.
  - d. grant of any third party a sub-license within the full scope of the License or to a more limited extent, both without any further consent while this agreement serves as the prior consent of University if required by applicable law.
  - e. ensuring author's rights protection, including enforcement of rights from infringement of rights to the Software.
4. For avoidance of doubt, the parties agree that the University is entitled to use the Software for non-commercial research and educational purposes and such use is not a breach of exclusivity of the License.

## III. Financial arrangements

1. The spin-off is a subsidiary of Charles University with an equity stake of CUIP.
2. The **license fee is the spin-off's profit achieved by the use of the Software** and distributed based on the decision of the shareholders' meeting to CUIP.
3. CUIP will pay this license fee to Charles University, specifically to the Faculty of Mathematics and Physics of Charles University in accordance with the mandate agreement concluded between CUIP and Charles University.
4. In case that part of the profit of the spin-off is achieved by business activity separate and not connected to the Software, spin-off management expresses the ratio of revenues achieved by using Software and achieved by other business activities. Such ration will be applied on the spin-off's profit to express corresponding license fee according to Article III para. 2 of this agreement.
5. For purposes of supervising the spin-off financial management and expressing the ratio according to Article III para. 4, the spin-off management is obliged to allow CUIP access to the accounting books on request (open-book policy).

#### **IV. Trademarks and indications**

1. Parties have agreed that for the purpose of commercial use of the Software according to the terms of the License, the spin-off is entitled to use the designation of CUIP, and only the following designations:
  - a. graphic mark CUIP including color design in the scope of trademark No. 391763 "CHARLES UNIVERSITY INNOVATIONS PRAGUE a.s."; and
  - b. and word mark CUIP in the scope of trademark No. 391762 "CUIP" both registered in the register of the Industrial Property Office.
2. The spin-off is entitled to use the designation according to the previous paragraph only under the following conditions:
  - a. The spin-off is entitled to use the designation CUIP in the commercial use of the work, i.e. selling products, providing services or offering and sublicensing the work to third parties, including through its own internet presentation.
  - b. The spin-off undertakes not to do any act or refrain from doing or omit to do any act, or permit any other person to do so, which damages or may damage, impair or cause any injury to the name or reputation of CUIP. The spin-off undertakes to notify CUIP of any facts that could affect the above. The above applies, for the avoidance of doubt, to any advertising or promotion related to the Software.
  - c. In any use of the CUIP designation, the spin-off will follow the instructions, guidelines, specifications and standards for such use that the CUIP spin-off will announce.

#### **V. Final Provisions**

1. This agreement becomes valid on the date of its signature by both parties and becomes effective on the date of its publication in the register of contracts pursuant to Act No. 340/2015 Coll., on special conditions for the effectiveness of certain contracts, publication of these contracts and on the register of contracts (Act on the Register of Contracts), as amended. Information considered by the parties to be trade secrets shall be excluded from publication. CUIP will ensure that this agreement is properly published in the register of contracts without delay after signing the agreement.
2. If one party causes damage to the other party by breaching its obligations arising from this agreement, it shall be liable for it in accordance with general legal regulations.
3. If any provision of this Agreement is found or becomes invalid, unenforceable or ineffective, this invalidity, unenforceability or ineffectiveness shall not affect the other provisions of this agreement.
4. All changes and additions to this agreement require the written consent of both parties in the form of ascendingly numbered additions.
5. Legal relationships arising from and resulting from this agreement are governed by the legal system of the Czech Republic, in particular the Civil Code and the Copyright Act.
6. This agreement is drawn up in three copies, with spin-off receiving one copy and CUIP receiving two copies.

SIGNATURE ARE ON THE FOLLOWIG PAGE

In Prague on \_\_\_\_\_

In Prague on \_\_\_\_\_

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**Additive Appearance s.r.o**

Thomas Nindel

CEO

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**Additive Appearance s.r.o.**

Tobias Rittig

CEO

In Prague on \_\_\_\_\_

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**Charles University Innovations Prague a.s.**

Mgr. Otomar Sláma, MBA, MPA

Chairman of the Board