**Data Transfer and License Agreement**

This Data Transfer and License Agreement is made and entered into by and between

**ŠKODA AUTO a.s.**Tř. Václava Klementa 869, Mladá Boleslav ll
29301 Mladá Boleslav
Czech Republic

Identification number (IČO): 00177041

Registered at the Municipal Court in Prague under registration number B 332

(hereinafter referred to as **“Data Provider"**)

and the business associate

**Centrum dopravního výzkumu, v.v.i.**

Líšeňská 33a, 636 00 Brno

Czech Republic

IČ: 44994575

(hereinafter referred to as **“Data Recipient”**).

(Data Provider and Data Recipient are hereinafter separately referred to as “**Party**” or jointly referred to as “**Parties**”)

**Preamble**

Data Provider with its headquarters in Mladá Boleslav is one of the Europe’s leading automobile manufacturers and the largest carmaker in the Czech Republic. Data Provider has vehicle generated data at its disposal to implement innovative data solutions.

Data Recipient is a public research institution, established according to Act 341/2005, Coll., as the only research organisation under the jurisdiction of the Ministry of Transport. Having been established by the resolution of the minister of transport as per January 1st 1993, it is the legal successor of the Czech section of the federal Research Institute of Transport in Žilina. The Transport Research Centre follows on the activity that began in 1954, and, therefore, has more than 60 years of tradition.

The data recipient requests the data as a supporting source of information for accident analysis within the Czech and Slovak Republic, with the goal to create a product called Risk map and offer it on the market. For this purpose, Data Provider wants to provide non-personal data to Data Recipient. Therefore, the Parties agree as follows:

1. **Definitions and Interpretation**
	1. “***Affiliates***” means any legal entity that either controls, is controlled by, or that is under common control with a Party. “Control” means ownership of more than 50% interest of voting securities in an entity or the power to direct the management and policies of an entity.
	2. “***Agreement***” shall refer to this Data Transfer and License Agreement including its Annexes.
	3. “***Applicable Law***” shall refer to all applicable (to the respective Party concerned) national and international laws, including any applicable export control laws or sanctions, treaties, statutes, decrees, edicts, codes, orders, judgments, rules, ordinances, decisions and regulations of any local, municipal, territorial, provincial, federal, national or any other duly constituted governmental authority or agency of any governmental authority.
	4. “***Copyright Act***” shall refer to legislation with respect to copyrights especially to the directive RL 91/250/EWG and directive 96/9/EG and the implementation acts of the directive within the member states.
	5. “***Data Protection Regulation***” shall refer to all Applicable Laws relating to the processing of personal data and privacy in any relevant jurisdiction, including, for the avoidance of doubt, the GDPR.
	6. “***Data***” refers to the data points mentioned in Annex 1 as submitted by Data Provider and encloses any copies made or changes which do not qualify as Derived Data by Data Provider.
	7. “***Derived Data***” shall refer to the result of the linkage of the Data or subsequently Derived Data with own data of Data Recipient or data from third parties, which lead to a sufficient change in comparison to the Data. This is particularly the case with a data fusion or conversion, but not with a mere data bundling, if the data bundling does not reach a new level of aggregation or quality.
	8. ***“Effective Date”*** shall refer to the date of the last signature below.
	9. ***„GDPR“*** shall refer to the 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 the processing of personal data.
	10. “***Interface***” shall refer to the interface provided by Data Provider to access the Data according to the specification as set out in Annex 4.
	11. “***Personal Data***” shall have the meaning as given in Article 4 Nr. 1 GDPR.
	12. “***Purpose***” is the following analysis of accident risk on the roads.
	13. ***“Risk Event”*** is (i) an emergency or threat to the security or integrity Interface or the Data, (ii) cyber-attack on vehicles or road traffic, risk to life, health, privacy, property or wealth as well all other rights of Data Provider customers, drivers of vehicles, other third parties involved and Data Provider itself, (iii) a claim, litigation, or loss of license rights related to third-party intellectual property rights, or (iv) a law or a regulation or a request of a government entity, which impacts the access or use of the Interface.
	14. **“Term”** means the period from the Effective Date until the expiration or termination of this Agreement.
	15. “***Territory***” shall refer to the Czech and Slovak Republic.
	16. “***Unauthorized Data***” shall refer to all data, (i) which Data Recipient retrieves or receives using the offered method of data transfer, which is not Data or (ii) any data, which Data Recipient derives from the Data and Data Recipient is not authorized to further use according to the provisions regarding Derived Data or (iii) any data, which the Data Recipient received from Data Provider without a contractual basis.
	17. Section, annex and paragraph headings shall not affect the interpretation of this Agreement.
	18. Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular.
	19. Unless the context otherwise requires, a reference to one gender shall include a reference to the other gender.
	20. A reference to writing or written includes e-mail, except explicitly stated otherwise as "e-mail excluded".
	21. References to sections and annexes are to the sections and annexes of this Agreement.
	22. A reference to a statute or statutory provision is a reference to it as it is in force as at the date of this Agreement as may be amended from time to time.
	23. A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
	24. Any words following the terms “*including”, “include”, “in particular”, “for example”* or any similar expression shall be construed as illustrative and shall not limit the sense of the words, descriptions, definitions, phrases or terms preceding those terms.
2. **Subject Matter, Order of Precedence**
	1. Data Provider is obliged to provide and transmit the Data to Data Recipient as set out in the Agreement for the renumeration paid by Data Recipient.
	2. Any inconsistencies between provisions of the following documents shall be resolved according to the following listing of the documents, whereby the document listed first shall take precedence over the following documents.
		1. Main body of the Agreement
		2. Annexes of the Agreement
3. **Rights of Use to the Data**
	1. Subject to the payment of the remuneration, the Data Provider grants to the Data Recipient in regard to the Data a revocable, non-exclusive, non-sublicensable (except as stated below), non-transferable, limited right of use for the Purpose, in the Territory and during the Term of the Agreement
		1. to save and copy;
		2. to use it in calculations;
		3. to integrate into internal and external business processes, products and applications in public and non-public electronic networks;
		4. to create Derived Data
	2. Insofar as components of the Data are protected by intellectual property law (e.g. by copyright), the right of use also covers these intellectual property rights. For the avoidance of doubt, the aforementioned sentence does not extend to the results of the usage according to Section 3.1.
	3. Unless otherwise stipulated in this Agreement, the Data Recipient is not authorized to enable third parties to access the Data in any way, to transfer or sublicense the right of use granted in Section 3.1 to third parties or to grant third parties rights of use to the data derived from his right of use.
	4. The Data Recipient may save and use the Data in a format that deviates from the original format.
	5. The Data Provider shall be entitled to all Data as a marketable asset in the sense that exclusive commercial rights of exploitation and disposal of that asset are assigned to the Data Provider, provided this is not prohibited by Applicable Law. The Data Provider and its licensors are, and shall be, the sole and exclusive owner of all right, title and interest in any intellectual property rights embedded in the Data.
	6. Insofar as the collection, compilation, storage or processing of the Data by the Data Recipient leads to the accrual of copyrights or similar rights, these rights belong exclusively to the Data Provider. This applies in particular, but not exclusively, to any rights as a database manufacturer under the Copyright Act.
4. **Rights of Use of Derived Data**

Insofar as Derived Data is created or generated or collected by the exercise of the rights of use in accordance with Section 3 by the Data Recipient, the Data Recipient shall be entitled to all Data as a marketable asset in the sense that exclusive commercial rights of exploitation and disposal of that asset are assigned to the Data Recipient, provided this is not prohibited by Applicable Law. The burden of proof for the existence of Derived Data is on Data Recipient’s side.

1. **Disclosure to Affiliates**
	1. The Data Recipient is entitled to pass on Data to Affiliates, but any grant of usage rights in respect to the Data shall not go beyond the Data Recipient's permission to use the Data in accordance with this Agreement and will exclude the rights according to this Section.
	2. In the event of the transfer of Data to Affiliates, the Data Recipient will ensure and oblige the Affiliate in writing:
		1. to only use the Data in accordance with the Applicable Law;
		2. on all stipulations regarding reporting, auditing and deletion of Data of the Agreement
		3. to use the Data only in accordance with the confidentiality stipulations as set out in Section 23, whereby a comparable standard suffices.
2. **Acknowledgement of Data Source**

Data Recipient will not disclose the Data Provider’s name or any information that could be used to identify the data source as the Data Provider or any of its Affiliates.

1. **Access to the Data**
	1. To enable the Data Recipient to exercise the rights of use as set out in Section 3 the Data Provider will make the Data available to the Data Recipient by granting technical access via the Interface according to the stipulations of the SLA.
	2. Data Provider may change or discontinue any part of the Interface or change or remove functionality of any part or all of the Interface from time to time. Data Provider will provide at least 2 months prior notice to Data Recipient, except that Data Provider will not be obligated to provide such notice if the change or discontinuation is necessary to address a Risk Event.
	3. Data Provider may monitor the use and access of the Interface to control the proper use by Data Recipient.
	4. Each Party shall provide the technical infrastructure required in its sphere for the provision of Data.
2. **Data Properties**
	1. The Data Provider is not responsible for any obligations for quality assurance, updating or revision of the Data and has also no obligation to provide new, updated Data except a frequency is explicitly stated in Annex 1.
	2. The Data Provider provides the Data in the quality as it is available to him or in the quality the Data has after being anonymized according to anonymization process applied by Data Provider. The Parties acknowledge and agree, that due to the nature of the Data no warranty can be given with respect to their correctness, verifiability, composition and organization, objectivity, integrity, comprehensiveness, validity, uniqueness, timeliness or reproducibility.
	3. The Data Provider does not warrant that the Data is compatible and interoperable with the IT system and the software systems used by the Data Recipient and that the Data can be used by the Data Recipient without technical restriction.
	4. The Data Provider does not warrant that the economic, business and/or technical objectives intended by the Data Recipient with regard to the Data can be achieved.
	5. Should the Data Recipient detect errors or implausible measurements in data of the Data Provider, he will inform the Data Provider immediately.
3. **Prerequisites**

The transfer of Data to the Data Recipient is contingent upon the following prerequisites:

* 1. fulfilment of the Data Recipient duties according to Section 10,
	2. Data Provider has obtained all necessary third party rights including any consents, necessary from natural persons (which are not withdrawn) to process the set of Data or submit the set of Data from the vehicle,
	3. applicable Data Protection Regulations allow the processing of Data,
	4. user of vehicle has set the privacy mode to a setting which allows submission of the Data,
	5. vehicle is fully capable of transmitting and
	6. an established transient and stable connection to the vehicle, which enables the receipt of accurate Data by Data Provider.

If the prerequisites for one set of Data is not fulfilled, the Data Provider has no obligation to submit the set of Data. The corresponding obligation of Data Recipient to pay- for the set of Data is equally void.

1. **Duties of Data Recipient**

Data Recipient shall inter alia:

* 1. limit access to the Data on a strict as needed basis;
	2. not extract, reutilise, use, modify, exploit, redistribute, disseminate, copy or store the Data for any purpose not expressly permitted under this Agreement;
	3. not do anything which may damage or adversely affect the reputation of Data Provider or the Data; and
	4. obtain suitable liability insurance in respect of covering, inter alia, cyber security risks. A copy of the insurance policy shall be submitted to Data Recipient in writing at the Effective Date at the latest;
	5. immediately notify the Data Provider if he has become aware of any unauthorized use of the Data (including but not limited to the use in the operation of its Affiliates or in the operation of third parties who have received the Data) or information about a risk to the integrity of the Data and
	6. provide and maintain technical infrastructure to receive the Data.
1. **Change of Data**

Data Provider reserves the right, in its sole discretion, to revise, alter or amend at any time and in any way the Data, including, without limitation, its form, layout and/or format, the information contained therein and the time of supplying information to Data Recipient.

1. **Suspension**
	1. Data Provider may suspend Data Recipient‘s right to use the Data and to access the Interface immediately upon notice to Data Recipient,
		1. if Data Provider reasonably determines that Data Recipient’s use of the Data or of the Interface (i) poses a security risk to Data Provider, other customers of the Interface or the Data or third parties, or (ii) risks subjecting Data Provider to liability or (iii) is not in compliance with Section 3,
		2. if Data Provider reasonable determines that Data Recipient violates Data Protection Regulations,
		3. if Data Recipient does not pay any amounts due according to this agreement or
		4. if Data Provider reasonably determines, that the suspension is necessary to correspond to a Risk Event.
	2. To the extend Data Provider suspends Data Recipient’s access to the Interface according to ‎Sections 12.1.1 to ‎12.1.3, Data Recipient remains responsible for all fees and charges Data Recipient incurs during the period of suspension.
2. **Unauthorized Data**
	1. Data Recipient will not access the Interface for other data, even if available through the Interface.
	2. Data Recipient is obliged to delete any Unauthorized Data immediately.
	3. For the avoidance of doubt, no right of use is granted with respect to the Unauthorized Data.
3. **Limitation of Liability**
	1. Data Provider only assumes liability for all damages caused by him through the culpable breach of duty. Exceptionally Data Provider is liable without its culpability, if determined by mandatory law (e.g. Product Liability Law) or Data Provider has assumed a guarantee towards the Data Recipient.
	2. Data Provider assumes liability for injury to life, body or health caused by the breach of its duty by simple slight negligence.
	3. Furthermore, the liability of Data Provider in cases of slight negligence is restricted as follows:
		1. With respect to the breach of a fundamental contractual obligations, liability is limited to damages typical and foreseeable for such contract. A fundamental contractual obligation in accordance with these contractual conditions is an obligation, whose performance is a fundamental precondition for the proper fulfilment of the contract itself, the violation of which endangers the achievement of the purpose of the contract and on whose performance the contractual parties may regularly rely ("cardinal duties"). The Parties agree that the liability for all damages caused by a damaging event shall not exceed the sum paid by Data Recipient in Euro under the Agreement within the twelve (12) months preceding the damaging event.
		2. Data Provider’s liability for slight negligence for the breach of duties other than cardinal duties shall be excluded.
		3. Data Provider’s liability for slight negligence for any products or services that has been offered free of charge shall be excluded. This does not apply if the Data Provider fraudulently conceals a defect.
	4. Damage claims of Data Recipient according to Section 14.3 become time-barred (i) if they are the result of a defect one (1) year after handover or (ii) in all other cases one (1) year after the beginning of the statuary period of limitation.
	5. The restrictions on liability of this Section apply as well towards bodies, legal representatives, employees and vicarious agents of Data Provider.
4. **Indemnification**
	1. Data Recipient will (to the extent permitted by law), upon request of Data Provider defend, indemnify, and hold Data Provider, its Affiliates, and their directors, officers, employees, and agents harmless from and against any and all claims, losses, liabilities, damages, costs, and expenses (including attorneys’ fees, expert witness fees, and dispute resolution costs) directly or indirectly arising from or relating to any breach of obligation or inaccuracy in any assurances, confirmations, representations or warranties made by the Data Recipient in Sections ‎3 and 10.
	2. Data Recipient will (to the extent permitted by law) indemnify, defend and hold harmless Data Provider and its directors, officers, employees, and agents from any and all claims, losses, liabilities, damages, costs and expenses (including attorney’s fees, expert witness fees, and dispute resolution costs) directly or indirectly arising from or relating to (a) any actual or alleged infringement of any third party rights (including infringement of any Intellectual Property Rights) by the Data Recipient and (b) all acts or omissions of Data Recipient’s employees and agents.
	3. If any proceeding shall be brought or threatened against Data Recipient by reason of or in connection with the events described in Section ‎15.1, as a condition of indemnity hereunder Data Recipient shall notify Data Provider in writing and the Data Recipient shall, upon request by Data Provider, assume the defense thereof, including the employment of counsel approved by Data Provider (provided, that such approval by Data Provider shall not be unreasonably withheld) and the payment of all expenses of litigation. Notwithstanding the preceding sentence, Data Provider shall have the right to employ its own counsel and to determine its own defense of such action in any such case, but the fees and expenses of such counsel shall be at the expense of Data Provider unless (i) the employment of such counsel shall have been authorized in writing by the Data Recipient, or (ii) the Data Recipient, after due notice of the action, shall not have employed counsel satisfactory to Data Provider to have charge of such defense, or (iii) Data Provider has been advised in writing by counsel that there may be legal defenses available to Data Provider which are adverse to or in conflict with those available Data Recipient or that the defense of Data Provider should be handled by separate counsel, in any of which events the reasonable expenses of counsel for Data Provider shall be borne by Data Recipient.
5. **Personal Data**

The Data Provider warrants, that the Data does not contain Personal Data and has taken appropriate measures to either exclude Personal Data from the Data before transmission or anonymize Personal Data in a way that they are no longer considered Personal Data.

1. **Fulfilment of Legal Obligations**
	1. The Parties will always comply with the legal requirements when handling the Data.
	2. In the event that the Data Recipient is obliged to disclose the Data by virtue of an official order or a court decision, he is obliged to (i) inform the Data Provider immediately (to the extent legally permissible) and (ii) appeal against the order or court decision if he considers the order or court decision to be incorrect.
2. **IT Security**
	1. The Parties undertake to take all state of the art measures to ensure data security.
	2. Data Recipient will take all necessary measures to prevent such unauthorized use of the Data.
3. **Possible Effects of Legislative Proposals**

In the event of a change in the legal situation, in particular to the effect that a right to data or a right of access to data is recognized by law, the Parties will review the content of this Agreement for its appropriateness and, if necessary, renegotiate the content of this Agreement taking into account the purpose and structure of the present Agreement, the interests of both parties and the requirement of good faith.

1. **Report and Audit**
	1. The Data Recipient is obliged to report to the Data Provider on a quarterly basis on the use of the Data as well as on the use of the Data by all entities, who received the Data.
	2. The Data Recipient shall grant the Data Provider the right, subject to prior announcement, to inspect and review all data relating to the use of the Data, the Interface and other obligations of Data Recipient according to the Agreement at the Data Recipient‘s premises; the Data Provider or third parties engaged by it may enter the Data Recipient's premises for this purpose during normal business hours. The cost of such audits shall be borne by the Data Recipient if violations of the provisions of the Agreement are found, unless the Data Recipient is not responsible for such violation.
2. **Remuneration, Tax and Payment**
	1. The Data recipient shall pay the remuneration as set out in Annex 3.
	2. All prices are exclusive any applicable statutory VAT.
	3. Data Provider will issue the first invoice for the Data in value of CZK 50.000 in advance. This invoice shall be due until the end of the year 2023.
	4. From the start of the year 2024, Data Provider will invoice at the end of each quartal. These invoices shall be issued and sent to the Data Recipient no later than on 15th day of following month. These invoices must be paid within 30 days of the invoice date. Invoicing shall be electronic only and shall be sent by email in PDF format.
	5. In case of delayed payment on the part of the Data Recipient, Data Provider shall be entitled to charge a default interest for delay of payments at an annual default interest rate calculated as the sum of the relevant interest rate of the Czech National Bank (Česká národní banka, hereinafter referred to as “CNB”) plus eight percentage points. The relevant interest rate of the CNB applicable for the entire term of the delay of payment is defined as CNB’s REPO reference rate valid on the last calendar day of the calendar half-year preceding to the beginning of the delay of payment. Section 12 remains unaffected.
	6. Data Provider may request from the Data Recipient to report all pending accounting items related to the commercial relationship with Data Provider on the specific date. Data Recipient shall clarify and solve with Data Provider all differences with the relevant items recorded in accounting of Data Provider.
	7. Data Recipient is not entitled to assign or pledge its receivables against Data Provider. The Data Recipient shall only be allowed to offset any claims from Data Provider against own claims that are either not contested by Data Provider or that have been legally determined by a court.
	8. Data Provider may request from the Data Recipient proof, that the Data Recipient is owner of the bank account that will be used for payments from Data Provider in accordance with the Agreement. Data Provider is entitled to hold all payments until the Data Recipient provides sufficient proof.
	9. Each payment obligation under the Agreement can be fulfilled before its due.
	10. Should Data Provider not be able to supply the Data to Data Recipient, or if the Data is provided in form, layout or format that is not reasonably usable by Data Recipient for the Purpose, then the Parties shall negotiate in good faith a reduction in the amount of any fees otherwise payable to Data Provider under this Agreement to reflect the reduced value of the Data actually delivered to and usable by Data Recipient.
	11. If no agreement is reached as to a fee reduction, Data Recipient may terminate this Agreement by providing written notice to Data Provider.
3. **Obligation to Delete All Copies**

Data Recipient agrees to cease using the Data within twelve (12) months after termination of the Agreement, and to destroy all copies, duplicates, or compilations thereof in its possession.

1. **Confidentiality and no Reverse Engineering**
	1. The stipulations of this Section 23 apply to Data only subsequently.
	2. If the Parties have concluded an agreement covering the obligation to maintain information exchanged under this Agreement confidential (“NDA”), then this NDA applies. Sections 23.2 to 23.10 shall be not applicable.
	3. Data is considered confidential information of Data Provider under the applicable confidentiality stipulations.
	4. The Parties undertake to ensure all information, data and documentation of either Party, including but not limited to technical, financial or business information, disclosed to it and to be compiled during its activity within the scope of, and in connection with, the execution of this Agreement, is maintained at all times as being strictly confidential, and to handle this in the same way as its own trade secrets.
	5. The Parties agree that the documentation, data and information provided and compiled by one of the Parties, in its entirety, may neither be used commercially by the other Party for purposes beyond the framework of this Agreement, nor disclosed to third parties or another licensee, either in an identical or a modified form, unless the written consent of the other Party has been obtained in this respect.
	6. The confidentiality obligation in this Agreement shall remain in force for a period of five (5) years following the termination of this Agreement. The Parties shall impose corresponding obligations upon their employees.
	7. All information, data and documentation, plans, drafts, etc. which are in the possession of a Party shall be returned by the latter upon request following termination of the Agreement. Instead of the return, the requesting Party can also ask for the destruction of the information, data and documentation.
	8. The content of this Agreement, in particular the commercial conditions, is also to be treated as confidential. It may only be disclosed to such employees who are required to know it in order to execute this Agreement and who are correspondingly obliged to secrecy.
	9. Without prejudice to any other provision of this Agreement, the Parties shall not be subject to any obligation of secrecy concerning any information
		1. that constitutes public knowledge and has not become public due to the violation of this Agreement;
		2. that was disclosed to any of the Parties by a third person authorized to make such a disclosure;
		3. the possessor of which can prove in a satisfactory manner to the other Party that the pieces of information disclosed were already known to the recipient party prior to the time of the disclosure;
		4. the possessor of which obtained such information independently from the other Party; or
		5. the disclosure of which is required by law, any government body or other authority, if the disclosing Party takes all measures in its power to have the disclosed information treated by the recipient organization confidentially and used solely for the intended purpose.
	10. The receiving party shall refrain from gaining access to confidential information by means of investigative actions such as reverse engineering.
2. **Press Release**

The Data Recipient may only refer to the business relationship with the Data Provider in advertising or other documents with the Data Provider's prior consent in writing. The same shall apply to the use of trademarks, trade names and other brands of the Data Provider.

1. **Feedback**

Data Recipient may provide suggestions, comments or other Feedback (collectively, “Feedback”) to Data Provider with respect to its products and services, including the Interface. Feedback is voluntary. Data Provider may use Feedback for any purpose without obligation of any kind. To the extent a license is required under Data Recipient‘s intellectual property rights to make use of the Feedback, Data Recipient grants Data Provider and its Affiliates an irrevocable, non-exclusive, perpetual, royalty-free license to use the Feedback in connection with the development, enhancement and distribution of Data Provider’s products and services, including the Interface.

1. **Export Control**

Data Provider may, at its sole discretion, reject the provision of Data, modify the range of Data or make the provision of Data conditional on obtaining a license, to the extent this is necessary to comply with sanction law. Data Recipient does not have any claims against Data Provider because of such rejection, modification or not obtaining the license.

1. **Change of Control**

If the direct or indirect controlling influence over the Data Recipient should change during the term of an Agreement, the Data Recipient shall notify the Data Provider of this change without undue delay and unprompted in writing. If the change is likely to significantly impact the legitimate interests of the Data Provider adversely, the Data Provider is entitled to terminate the Agreement for good cause.

1. **Non-Assignment**

The Data Recipient may only assign its contractual rights and obligations with the Data Provider’s prior consent in writing (e-mail excluded). The Data Recipient may not assign its claims against the Data Provider nor have these collected by a third party without the Data Provider's prior consent in writing (e-mail excluded), which however shall not be unreasonably withheld. Assignment by the Data Recipient of its claims against the Data Provider without the Data Provider's consent is nonetheless effective; however, the Data Provider may, at its own discretion, make payment to the Data Recipient or to the third party with discharging effect.

1. **Term and Termination**
	1. This Agreement shall commence on the Effective Date and shall continue for a period of one (1) year (the "Initial Term"). Following the Initial Term, this Agreement shall automatically renew for successive periods of one (1) year each (each, a "Renewal Term"), unless and until either party gives the other party written notice of non-renewal at least four (4) weeks prior to the end of the Initial Term or then-current Renewal Term, as applicable. Termination shall be effective upon the expiration of the notice period.
	2. Each Party may terminate this Agreement for any material breach of this Agreement by the other Party, contingent upon the provision of a written notice to the Party stating the reason and Party has not cured such breach within sixty (60) days of such notice, provided the breach is curable.
	3. Each Party may terminate this Agreement in case the legal situation changes as stipulated in Section 19.
2. **Miscellaneous**
	1. The Annexes form part of this Agreement shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Annexes.
	2. Data Provider may change this Agreement without consent of Data Recipient, if the changes are reasonable. Changes to the Agreement become binding to the Parties, if (i) Data Recipient is notified about the changes, (ii) Data Recipient does not object to the changes within four (4) weeks after receipt of the notice and (iii) Data Provider explicitly refers within the notice to the fact, that this change alters the Agreement. If Data Recipient objects to the changes in due time, the changes will not become effective towards Data Recipient. In this case Data Provider may terminate the Agreement, if the continuance of the Agreement without the changes is impossible or not reasonable. The termination becomes effective four (4) weeks after receipt of the termination notice. Any other ways of changing the Agreement contemplated in this Agreement are not affected by this Section.
	3. Without prejudice to Section ‎14.2, any amendments to the Agreement must be made (i) in written form, whereby each party will receive a counterpart or (ii) using an electronic signature service (e.g. Adobe Sign); this also applies to any waiver of the required written form.
	4. The general terms and conditions of either Party will not apply even if referred to in a purchase order or other document generated to facilitate the provision of the services under the Agreement. The foregoing exclusion will apply even if Data Provider does not expressly reject the general terms and conditions of the Data Recipient.
	5. Neither Party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its non-payment obligations under this Agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control in particular (i) acts of god such as fire, flood, explosion, epidemic, pandemic, or earthquake, (ii) war or an act of terrorism, (iii) governmental acts, orders or restrictions (including changes to legal provisions, rulings or rules applicable to the (re-)sale, distribution, and any export and import) or (iv) strikes. In such circumstances the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed. If the period of delay or non-performance continues for 3 (three) full calendar months, the Party not affected may terminate this Agreement by giving written (e-mail excluded) notice to the affected Party.
	6. Data Provider may use any subcontractors without the prior written consent of Data Recipient, except a Data Protection Agreement states otherwise. Data Provider shall be liable for the work performed by the subcontractors whom it engages.
	7. The place of performance for deliveries and services shall be the registered office of Data Provider.
	8. Nothing in this Agreement shall create a partnership, agency or joint venture between the Parties nor authorize any Party to make or enter into any commitments on behalf of the other Party.
	9. The exclusive place of jurisdiction (venue) for all claims originating from the business connection shall be the competent courts in Mladá Boleslav.
	10. The Agreement and its interpretation are subject to the laws of the Czech Republic, excluding the UN Convention on Contracts for the International Sale of Goods (CISG) and rules of conflict of law.
	11. Should any individual provisions of the Agreement be or become invalid or impracticable, the Agreement shall otherwise remain effective. When interpreting the provisions (also by way of supplementation), the regulations which correspond to the economic purpose of the invalid provision shall apply, as far as possible. In so far as the interpretation is invalid for legal reasons, the Parties undertake to come to corresponding supplementary agreements. The latter shall also apply if, when carrying out or interpreting the Agreement, an omission which requires to be completed becomes apparent.

Škoda Auto a.s.

……………………………………………… …………………………………………….

Name, Position Name, Position

Centrum dopravního výzkumu v.v.i.

……………………………………………… …………………………………………….

Name, Position Name, Position

**Annex 1**

**Data**

The provided data files are in anonymized form and contain traffic probes from personal vehicles. Data files from a defined geographic area contain data parameters: vehicle speed (km/h).

**Annex 2**

**SLA**

The Data Provider does not warrant the uninterrupted and error-free operation of its technical infrastructure.

The Data Provider will inform the Data Recipient in good time if measures taken by him are likely to influence the provision of data.

Annex 3

**Remuneration**

|  |  |
| --- | --- |
| **Year** | **Price per 1 milion traffic probes (points) received by Centrum dopravního výzkumu from Licensor** |
| 2024 | 97,14 CZK |

**Annex 4**

Interface

We will set up an API between the Centrum Dopravního výzkumu and the Licensor to send data.

It is also permissible to send a data file via a mutually approved data mail service (e.g. Škoda eBox).