

## AGREEMENT FOR PARTICIPATION IN THE PROJECT AND THE USE OF RESULTS

Agreement number: 01057/2024/00

This agreement, hereinafter referred to as "**Agreement**," entered into on the day, month and year below and on the following terms and conditions by the following parties, hereinafter referred to as "**Parties**,"

**Name: AT&T Global Network Services Czech Republic s.r.o.**

Registered address: Palachovo náměstí 726/2, 625 00 Brno, Czech Republic

ID: 25785435

VAT ID: CZ25785435

Bank: Citibank, Evropská 178, 16640, Praha 6

SWIFT: CITICZPX

Local Clearing:

Account No

Represented by:

Responsible employee for the AT&T: Associate Director-Technology II Hereinafter also referred to as "**AT&T**"

and

**Name: Brno University of Technology**

**Faculty of Electrical Engineering and Communication**

Registered address: Antonínská 548/1, 601 90 Brno

ID: 00216305 (public university, not registered in the Commercial Register)

VAT ID: CZ00216305

Bank account:

Represented by:

Responsible employee for the University:

hereinafter referred to as "**University**" or "**BUT**"

### I.

#### SUBJECT MATTER OF THE CONTRACT

- Purpose.** The subject of this Agreement is to determine the terms and conditions of cooperation between the Parties in the solution of a Project in the field of research and development submitted in the IOth public competition "Programme for the support of applied research and experimental development TREND", Subprogramme 1, of the Technology Agency of the Czech Republic ("TACR") hereinafter also referred to as "**Programme**". The full description of the Project, hereinafter referred to as "**Project**" under the Programme is contained in the TACR grant submission artifacts referenced in Attachment A at the bottom of this Agreement.

2. **Project Identification.** The Project shall have the following Identification:

**Name:** Nová automatizace procesů řízená umělou inteligencí pro zjednodušení a zlepšení telekomunikačních procesů

**Reg.No.:** FW10010014

3. **Agreement subject to Grant.** This Agreement is strictly subject to and conditional upon receiving the grant from the TACR under its Programme, the Parties obtaining Privacy approvals from AT&T Privacy Board for the disclosure of its technology and data for this Project, and the Parties meeting and fulfilling the privacy and confidentiality conditions that are made in this Agreement.

## II.

### PROJECT SOLUTION

1. The Project solution is spread over the period from January 1, 2024 to June 30, 2026, (hereafter, "Project Period").
2. The subject of the Project is: Novel AI-Driven Process Automation for Simplifying and Enhancing Telecommunication Processes.

Full details can be found by referencing TACR grant submission artifacts;

**Name:** Nová automatizace procesů řízená umělou inteligencí pro zjednodušení a zlepšení telekomunikačních procesů

**Artifacts:** Příloha č. 1 Představení projektu

Příloha č. 2 Doložení uplatnění výsledků

**Reg.No.:** FW10010014

3. **Project objectives:** The goal is to leverage AI technologies and use genetic programming and reward infrastructure to automate and optimize resource utilization and simplify telecommunication processes.
4. **Expected results:** Creation of AI software capable of handling complex process flows in telecommunication companies, and related technologies as defined in the TACR grant submission artifacts (the "Results"):

**Name:** Nová automatizace procesů řízená umělou inteligencí pro zjednodušení a zlepšení telekomunikačních procesů

**Artifacts:** Příloha č. 1 Představení projektu

Příloha č. 2 Doložení uplatnění výsledků

**Reg.No.:** FW10010014

5. AT&T is responsible for the management of the Project.

## III.

### COOPERATION BETWEEN AT&T AND UNIVERSITY

1. **Mutual Cooperation.** To fulfill the object of this Agreement, as defined in the TACR grant submission artifacts referenced in Attachment A, the Parties undertake mutual cooperation from the Principal Investigator for AT&T and Principal Investigator for the University (or other authorized persons as specified in the Project) to produce the Results, goals, and outcomes of the Project.

**IV.**  
**PROJECT FINANCING**

1. **Financial Contribution.** The Parties agree that their financial contribution for cooperation on the Project is as follows:

<b>Czech Koruna</b>			
	<b>Entity Contribution</b>	<b>Grant Contribution</b>	<b>Total Spend</b>
<b>AT&amp;T</b>	17,208,026	17,670,545	34,878,571
<b>BUT</b>	814,384	7,329,455	8,143,839
<b>Total</b>	<b>18,022,410</b>	<b>25,000,000</b>	<b>43,022,410</b>

<b>% Contribution of Total</b>			
	<b>Entity Contribution</b>	<b>Grant Contribution</b>	<b>Total Spend</b>
<b>AT&amp;T</b>	<b>40%</b>	41%	81%
<b>BUT</b>	2%	17%	19%
<b>Total</b>	<b>42%</b>	<b>58%</b>	<b>100%</b>

2. **Payments to the University.** On the basis of this Agreement, AT&T undertakes to transfer, non-investment special-purpose funds obtained from the Programme in the amount of **CZK 7,329,455** to the University for providing the solution and in diligently working the items in the Project as follows,

in **2024** in the amount of **CZK 2,900,103**

in **2025** in the amount of **CZK 2,934,900**

in **2026** in the amount of **CZK 1,494,452**

3. **Bank Information.** AT&T is obliged to pay the earmarked funds to the University by wire transfer to bank account specified in the header of the contract within 20 days of receiving the earmarked funds from the provider.
4. **Adjustments.** If the Programme decides to provide a different amount for the Project solution than the amount specified in the Project proposal, the Parties undertake to adjust the amount of the earmarked funds proportionally by an amendment to this Agreement.
5. **Taxes.** The funds transferred are not subject to VAT.
6. **Actual Costs.** The funds earmarked under this Agreement are provided by AT&T to the University for the reimbursement of the operating costs actually incurred as defined in this Agreement.

**V.**  
**CONDITIONS FOR THE USE OF EARMARKED FUNDS GRANTED**

1. **University Obligations.** The University in the Project is required to:
- a) To use the earmarked funds exclusively to pay for demonstrable, strictly necessary costs directly related to the fulfillment of the Results, objectives, and parameters of the Project, in accordance with the conditions set out in generally binding legal regulations.
  - b) To keep separate accounting records on the use and disbursement of special purpose funds provided for the Project so that these funds and their disposition are separated from other

assets of the other Project participant. These records shall be kept for a period of 10 years after the provision of the special-purpose funding for the Project component. In keeping these accounting records, the University shall comply with generally binding legal provisions, normal accounting practices and the relevant binding conditions set out in the principles, guidelines, directives or other regulations published in the Financial Bulletin of the Ministry of Finance or in any other similar binding manner.

- c) To carry out regular checks keep accounting records on the University Principal Investigator and other persons in the matter of the drawdown, use, and registration of the special-purpose funds provided by AT&T in connection with the Project.
- d) Achieve the stated Results, objectives, and parameters of the Project section.
- e) Within the total costs actually spent on the solution of the part of the Project, the established ratio between the costs paid from the special-purpose funds provided from the state budget and other established forms of financing of the part of the Project must be respected.
- f) Submit a written annual report to AT&T no later than 31 December of the calendar year in which the Project is carried out on the implementation of the Project during that year. By 1 December the following year, the Parties must submit a detailed account of the management of the earmarked funds granted. University is obliged to return to AT&T by 15 December of the calendar year the earmarked funds which have not been used by the additional Project participant by the end of the calendar year, provided that no more than 5 % of the support granted for the calendar year in question must be returned by 31 January of the following year. If a specific legal regulation or decision of the TACR lays down different conditions for the settlement of accounts or financial settlement, AT&T and the University shall comply with these conditions.
- g) In the event that an obligation to reimburse earmarked funds arises for reasons other than financial settlement, the University is obliged to immediately request in writing of AT&T and to communicate the terms and conditions and the method of settlement of these funds.
- h) Work together to develop the Data Management Plan so that it can be submitted with the first interim report, update it regularly and work with AT&T so that an updated version of the Data Management Plan can be submitted as part of the interim and final report.
  - a. This Data Management Plan is put in place to ensure required reports and ancillary information is provided to the Programme accurately and in a timely manner. The plan is as follows:
    - i. All reports to the Programme shall be approved by AT&T and the University.
    - ii. A copy of all submitted reports along with supporting material shall be maintained in the project repository (AT&T owned MS Teams/SharePoint site) for the duration of the project and required archiving timelines per AT&T Records and Information Management (RIM) policies.
    - iii. Any questions, comments, or feedback received from the Programme shall also be maintained in the project repository along with the associated responses following AT&T RIM policies.
- i) Submit within each interim and final report a list of all suppliers and subcontractors in public contracts pursuant to Act No. 134/2016 Coll., on public procurement, including a list of their beneficial owners pursuant to Act No. 37/2021 Coll., on the registration of beneficial owners. University must comply with the prohibition of conflicts of interest in public procurement within the meaning of Article 61 of Regulation (EU) 2018/1046 of the European Parliament and of the Council of 18 July 2018.

- j) To enable the Programme and AT&T or persons authorized by them to carry out a comprehensive control of the Results of the Project, as well as the accounting records and the use of the special-purpose funds provided from the state budget for the Project part, at any time during the Project or within 10 years from the end of the provision of funds from the state budget for the Project part. This arrangement shall not affect or limit the rights of the control and financial authorities of the Czech Republic.
  - k) To proceed with the management of special-purpose funds obtained on the basis of the decision of the Programme and this Agreement and with the property and rights acquired with them in accordance with generally binding legal regulations concerning the management of state property (e.g. Act No. 134/2016 Coll., on public procurement, as amended; Act No. 218/2000 Coll., on budgetary rules and on amendments to certain related acts, as amended).
  - l) To inform AT&T of any inability to fulfill its obligations under this Agreement in a proper and timely manner and of any significant changes in its status, operation, and capabilities including personnel changes.
  - m) To return to AT&T all the earmarked funds provided, including any property benefit derived from their use, within 30 days of the date on which it notifies, or should have notified AT&T in accordance with the preceding paragraph, that facts have arisen which make it impossible for the University to continue to perform its obligations under this Agreement.
  - n) Comply with the principle of "no significant harm" within the meaning of Article 17 of Regulation (EU) 2020/852 of the European Parliament and of the Council of 18 June 2020 establishing a framework to facilitate sustainable investments and amending Regulation (EU) 2019/2088 during Project implementation, i.e. none of the six environmental objectives must be violated and the Results will be technology neutral at the level of application.
  - o) Take all measures to ensure that no conflict of interest within the meaning of Article 61 of Regulation (EU) 2018/1046 of the European Parliament and of the Council of 18 July 2018 arises and, should such a situation arise, shall immediately notify the AT&T, who shall inform the provider.
  - p) Communicate, through AT&T, to the Programme during the Project implementation, information on the availability and dissemination of research Results and research data, if produced with public support, in accordance with the principle that research Results and research data are not made public but only in justified cases and with the prior written consent of AT&T.
  - q) To cooperate with AT&T, and the Ministry of Industry and Trade in the evaluation of the Project, i.e. to provide data for the monitoring of the indicators mentioned in the Project details and goals.
  - r) When presenting information about the Project or its Results in the mass media or in any other way, inform in an appropriate manner that the Project has been implemented with the financial support of the Programme, on all promotional materials and in all types of media, related to the Project or its Results and outputs, in accordance with the conditions of visual identity published on the provider's website, and also in accordance with the conditions of visual identity set out in the Methodological Guideline for Publicity and Communication for the National Recovery Plan for the period 2021-2026. Comply with other obligations arising from the General Terms and Conditions of the "Programme for Support of Applied Research and Experimental Development TREND" of the TACR, as amended by the Contract for Provision of Support concluded between AT&T and the provider.
2. If University does not use up all of the earmarked funds provided by AT&T for the period in question in the relevant calendar year, he/she is entitled to transfer part of the unused earmarked

funds up to 5% of the total earmarked support provided by AT&T for the period in question to the earmarked fund and use these funds in the following year. The provisions of the preceding sentence shall not apply in the last year of the cooperation of the Parties in connection with this Agreement.

## VI.

### RIGHTS TO TANGIBLE PROPERTY

1. **Ownership of Tangible Assets.** The owner of tangible assets necessary for the Project and acquired from the provided special-purpose funds is the contracting Party that acquired the said assets or created them during the Project. Where such assets have been acquired or created jointly by AT&T and University, their share of ownership of such assets shall be equal, unless they agree otherwise.
2. **AT&T Assets.** Property acquired by the University in direct connection with the implementation of the Project objectives and acquired with the earmarked funds provided shall not be disposed of by the University in contravention of this Agreement without the prior written consent of AT&T until all obligations arising for the additional Project participant under this Agreement have been fully settled.
3. **Facilities.** The Parties undertake to make available to each other the facilities required as necessary for the Project, namely:

AT&T

2 Palachovo Namesti

Brno, Czech Republic

Noté:- University members will need to be signed into building and escorted by an AT&T employee during visits.

University

Technická 12, Brno, Czech Republic

Božetěchova 1/2, Brno, Czech Republic

Noté:- AT&T team members will need to be signed into building and escorted by the University employee during visits.

## VII.

### INTELLECTUAL PROPERTY RIGHTS AND PROTECTION

1. **Information.** The Parties to this Agreement expressly declare that they consider all Information relating to the Project solution, including its design, to the Background (defined below), to the Results of the Project solution or parts thereof to be confidential and is their trade secrets.
2. **Definition.** "Confidential Information" shall mean all information that is marked as confidential (or, if disclosed orally or in intangible form, that is summarized in a writing that is marked as confidential and delivered to the recipient within thirty (30) calendar days after disclosure) and that is disclosed (a) by or on behalf of University (including by any member of the University Team) to AT&T hereunder or (b) by or on behalf of AT&T (including by any member of the AT&T Team) to the University Principal Investigator or any University Team member hereunder, except to the extent that such information: (i) was known to the recipient at the time it was disclosed, other than by previous disclosure by or on behalf of the discloser, as evidenced by written records at the time of disclosure; (ii) is at the time of disclosure or later becomes publicly known under circumstances involving no breach of this Agreement or (iii) is independently developed by the recipient. Additionally, the failure to mark or designate information as being confidential or proprietary will not waive the confidentiality where it is reasonably obvious, under the circumstances surrounding disclosure, that the information is confidential or proprietary; any

such information so disclosed or obtained shall automatically be deemed to be Confidential Information, anything to the contrary in this Agreement, Confidential Information of AT&T, or received by or on behalf of University or the University Principal Investigator from AT&T, includes without limitation data in any form from AT&T's network, hardware and/or software components that, in connection with this Agreement, was either collected, received or stored by or for University.

3. **Obligations.** AT&T Global Network Services Czech Republic s.r.o. and the University each agree that from six (6) years from disclosure or commencement of a Project, they (a) will not disclose Confidential Information of the other Party that they have received hereunder to any third party and (b) will not use Confidential Information that they have received hereunder except for the purposes of performing the Project work. Neither Party shall sell, assign, lease or otherwise commercially exploit Confidential Information of the other Party.
4. **Disclosures Allowed:** Neither Party shall be deemed to be in breach of its obligations under Article VII, Section 3 of this Agreement as a result of: (a) any regulatory or related filings required to begin offering any product or Service permitted under this Agreement; or (b) any disclosure, or use by or for, a third party that is necessary to meet requirements imposed by the Programme or otherwise required to be disclosed by law for legally required financial reporting; or (c) any disclosure by AT&T to a third party that is used solely to provide goods and Services in support of AT&T using the Results and not for any other use by a third party.
5. **Disclosure to Foreign Nationals:** Except as provided elsewhere in this Agreement, for disclosures to AT&T Affiliates, or as necessary for AT&T to use the Results as permitted elsewhere in this Agreement, the receiving Party agrees that no Confidential Information or any Results or other technical data or information received hereunder shall be exported or disclosed to any foreign national, firm or country, including foreign nationals employed by or associated with the receiving Party, without first obtaining consent of the disclosing Party. No University Team member shall be from the following countries: Irán, North Korea, Cuba, and Syria.
6. **Background Contributed to the project.** The following, non-limiting list of know how, skills, and intellectual property shall be provided into the Project:

**AT&T:** The AT&T Team brings background knowledge in telecommunications networks and software Systems, with understanding of intricacies of both fixed-line and wireless telecommunications networks, including the principles of signal transmission, network architectures, and the latest standards such as 5G. In addition, the AT&T Team possesses a deep understanding of various software systems integral to telecommunications. This includes but is not limited to the design and implementation of network operating systems, cloud-based platforms, artificial intelligence, machine learning, and software-defined networking (SDN) technologies. The AT&T Team's skill set also extends to the application of software for network management, performance monitoring, and security enforcement.

**University:** The BUT team brings background knowledge and hands-on experience in the research of various AI/ML methods and algorithms, along with their application in a variety of industrial use-cases. BUT team members possess extensive expertise in relevant technical areas, including the statistical evaluation of accuracy, the design of neural network architectures and genetic programming, big data mining technologies, the design and implementation of complex optimization AI-aided models, as well as the design and development of applications and Services for 5G+ cellular systems.

**7. Rights to the Background.**

- a) The background intellectual property rights, which includes but is not limited to the Contributed Knowledge listed on Attachment A and what is listed above in Article VII, Section 6, hereinafter, "Background," are intellectual property rights owned by a Party prior to the Project and shall always remain the property of such Party. Such Background must have existed prior to the start of the Project or developed independently of the Project.
- b) The other Party is entitled to use the Background to do the work on the Project for the duration of the Project without a fee under a limited, royalty-free, restricted, non-transferable, nonexclusive world-wide license from the owner of such Background to be used solely to work the Project.
- c) Each Party hereby covenants, represents and warrants that it will not embed any of its Background into the Results such that the other Party's use of the Results of the Project would be impossible without requiring a license to that Background.
- d) Except as provided by this Agreement, the Parties shall not be entitled to use the Background of the other Party for any other purpose and in any other way other than using to produce the Results, unless they have agreed otherwise in writing by a separate contract.
- e) The Parties agree to use the Background of the other Party at their own risk and acknowledge that the Background is made available to them without any guarantee, as to its correctness, non-infringement, accuracy or fitness for a particular purpose. The Party using the Background of the other Party shall be solely responsible for any infringement of the intellectual property rights of third parties.

**8. Intellectual Property Protection:**

- a) The owner of an invention when it is solely developed by one Party or independently of the Project may, if it deems necessary, at its own expense and responsibility, file for appropriate patent protection of the intellectual property embodied in the Results of the Project. The protection of intellectual property may consist in the filing of domestic and/or foreign patent applications for technical Solutions such as patent-protected inventions, utility models and industrial designs, or hold confidential the invention, or seek copyright protection.
- b) An invention is considered jointly created by the Parties when employees of both parties contribute to the conception of an invention; and the Parties shall jointly file the application for patent protection or utility models, so that the Parties have co-ownership rights of the patent filing and resulting patent rights. The Parties shall share the costs of obtaining and maintaining protection in their joint ownership. If, however, a Party does not wish to file for patent protection, it will provide that filing right to the other Party which shall take the lead in the prosecution of the resulting patent with the Party continuing to have an opportunity to participate by reviewing and providing comments on drafts prepared by the other Party. Neither Party shall challenge, or assist any other entity in challenging, the validity or enforceability of any jointly owned patent or utility model.
- c) Neither Party may grant a license to make, have made, use, sell, offer sale, and import under any jointly owned patent or utility model without the prior written consent from the other Party where such a license involves only the jointly owned patent or utility model ("License Under Joint Patent"). This requirement to seek consent does not exist if a Party is granting a license under the jointly owned patent or utility model and which is further under a portfolio of its other patents. Each of the co-owners, with consent from the other Party (which shall not be unreasonably withheld), shall be entitled to assert claims arising from infringements of any jointly owned patent or utility model. If litigation is commenced by both Parties, any proceeds from a settlement by the licensing of the jointly owned patent or utility model to the alleged infringing third-party shall be distributed according to a contract between the Parties to be



determined prior to initiation of the litigation. Further, neither Party shall issue a License Under Joint Patent to a third-party infringer in a patent enforcement action without the permission of the other Party.

## VIII.

### RIGHTS TO RESULTS AND USE OF RESULTS

#### 1. Ownership Rights to Results:

The Parties intend and anticipate that the Results produced within the Project shall be jointly produced by the Parties in the Project and all Results shall be jointly owned by the Parties, subject to the prior rights in the Background of each Party and Confidential Information. Unless the Parties mutually agree otherwise, the revenue sharing which is set forth below for jointly owned Results will be in accordance with the expected financial and Creative contributions as follows:

- AT&T 80 %
- BUT 20 %

Except as prohibited elsewhere in this Agreement, either party may non-exclusively license the Results produced within the Project for third-party commercial purposes. The proceeds received from such third-party licensing which is attributable to the Results or from a License Under Joint Patent (such licensing collectively "Third-Party License") shall be divided ("Attributed Proceeds") such that AT&T retains 80% of the Attributed Proceeds and the University retains 20% of the Attributed Proceeds regardless of which Party executes the license. Any proceeds that a Party obtains from a Third-Party License shall not be retained until that Party fully reimburses the other Party for any costs owed for the filing and prosecution of any jointly owned patent or utility model. The University and AT&T, through its affiliate AT&T Intellectual Property, LLC ("AT&T IP"), shall confer in good faith to establish a commercially reasonable minimum amount that a third-party shall pay for a Third-Party License. The University is prohibited from granting a Third-Party License to a Telecommunications Company or for use by a Telecommunications Company without prior written permission from AT&T. A "Telecommunications Company" shall be considered to be a company that provides a product or Service that is of a similar nature to a product or Service provided by AT&T or by its affiliates.

#### 2. Using the Results:

- a) As provided in Article VII, Section 7(b), each Party has a limited non-exclusive license for use of the Background owned by the other Party.
- b) Subject to Section I(a) above and Article VII, Section 7(b), each Party shall, subject to limitations on Background and Confidential Information, and subject to the statutory provisions on State Aid, have the right to use and exploit the Results as follows: AT&T has the unrestricted right to use the Results or its Customized Results (defined below) for its own commercial or non-commercial purposes, with all of its current and future business units, subsidiaries and affiliates worldwide. For the avoidance of doubt, AT&T may give its suppliers, vendors, contractors, users and end users rights to the Results or to its Customized Results provided such a third-party is using the Results or its Customized Results in support of a separate AT&T product or Service. AT&T's extension of rights to the Results or to its Customized Results in support of a separate AT&T product or Service shall not be considered a third-party commercial purpose nor a Third-Party License. Any standalone licensing of the Results by the University or by AT&T for a third-party commercial purpose would be considered a Third-Party License subject to the provisions of Article VII, Section 1, which imposes a split of the Attributed Proceeds between the Parties. The University has the unrestricted right to use the Results or its Customized Results for its own non-commercial

purposes within the administration of the University and all its faculties. An unrestricted right means the use of the Results or a Party's Customized Results without any financial or other obligation to the other Party.

3. **Generating Direct Revenue.** Other than through a Third-Party License, if a Party generates revenue directly from the Results, the other Party is eligible for any fair and reasonable compensation which may be required under the law for such Party's use of the Results ("Compensation") and which is to be negotiated between the Parties corresponding to market prices. Generating direct revenue ("Direct Revenue") does not arise if a Party is using the Results or Customized Results to reduce its operating costs, create savings, or to improve its operational efficiencies. Direct Revenue arises only from use of the Results in the exact form provided at the end of the Project and does not arise when a Party derives a financial benefit from use of a customized, modified, enhanced, altered, or derivative work of the Results (collectively, "Customized Results"). The division of Attributed Proceeds from a Third-Party License set forth in Article VII, Section 1 is not the basis upon which to determine, and has no bearing on, the appropriate amount of Compensation due when a Party generates Direct Revenue. Further, the permitted commercial usages set forth above in Article VII, Section 2, would not be considered a use that generates Direct Revenue for a Party. In no event shall a Party owe the other Party both Compensation for Direct Revenue and the revenue share pursuant to Article VII, Section 1.
4. The provisions of the previous paragraphs do not prevent the Parties, by mutual agreement, from modifying the ownership and use rights to the Results of the Project in individual cases, while respecting the applicable legislation and the project conditions set by the Programme.
5. **Cooperation between the Parties.** The Parties undertake to cooperate and provide each other with maximum assistance to create an implementation plan to achieve the Results.
6. **No Licenses.** Except as explicitly provided by this Agreement, nothing in this Agreement shall be construed to confer any ownership interest, license or other rights upon a Party by implication, estoppel or otherwise, as to any Confidential Information, data, information, developments, technology, intellectual property rights or products of the other Party or any other entity.

## IX.

### LIABILITY AND PENALTIES

1. **Material Breach.** For each serious (material) breach of the obligations under this Agreement, the Party that has breached its obligation shall be obliged to pay to the other Party a contractual penalty of 0.05% of the total amount of the earmarked funds provided. This contractual penalty clause is without prejudice to the right of the Contracting Party to claim compensation for damages incurred, which it is entitled to recover separately.
2. **Non-Cooperation.** Should breach of the rules (conditions) of cooperation defined in this Agreement by either party occur, the party that caused the breach shall be obliged to compensate the other Party for demonstrable damage.

## X.

### FINAL PROVISIONS

1. **Government Compliance by University.** The University unconditionally undertakes to comply with the Grant Agreement concluded between the TACR and AT&T, including all its annexes from the date it is made available to the University. The University is further obliged to provide AT&T with all necessary cooperation to comply with its obligations under the Grant agreement concluded with the TACR.

2. **Regulation and Law.** Principles that are not regulated by this Agreement are governed by Act No. 89/2012 Coll., the Civil Code, as amended, and the legal regulations related to the Civil Code for the purposes of this Agreement, in particular, Act No. 130/2002 Coll., on support for research, experimental development and innovation from public funds and on amendments to certain related acts (Act on support for research and development), as amended.
4. **Execution and Amendments.** This Agreement may only be amended in writing, and amendment by any other form is excluded. Actions taken by electronic or other technical means (e-mail, fax) shall not be considered to be in writing for this purpose. The Parties may object to the invalidity of an amendment to this Agreement on grounds of breach of form at any time, even after performance has begun.
5. **No Grant** This Agreement is entered into effective as of the date of commencement of the Project, however not before the publication in the Register of Contracts, for a definite term until completion of the Project and settlement of all related obligations of the Parties but excluding the surviving Articles VII and VIII of this Agreement. If TACR does not award and provide support for the Project, and the Project is therefore not started, this Agreement shall not enter into force and shall automatically terminate on the date of publication of the decision of notification by the TACR not to award support.
6. **Termination.** Either party may terminate this Agreement for convenience and without cause. In such a case, the notice period shall be two months and shall commence on the first day of the month following the delivery of the notice. The notice of termination must be given in writing, otherwise it is null and void.
7. **Publication Notice.** By signing this Agreement, the Parties confirm that they are aware that the Agreement is subject to the obligation to publish it pursuant to Act No. 340/2015 Coll. on the Register of Contracts, as amended. Publication of the Agreement is ensured by the BUT.
8. **Execution in Counterparts.** The Agreement is concluded in electronic form, signed by each party with electronic signature. Each party will receive an electronic version of the Agreement.
9. **Complete Agreement.** This Agreement contains a complete statement of the subject matter of the Agreement and of all the particulars which the Parties had and intended to agree in the Agreement and which they consider important for the binding nature of this Agreement. No representation made by the Parties in the negotiation of this Agreement or any representation made after the execution of this Agreement shall be construed contrary to the express provisions of this Agreement and shall create any obligation on the part of either party.
10. **Full Understanding.** The Parties expressly acknowledge that this Agreement is the result of their negotiations and that each party has had the opportunity to influence its basic terms.

In AT&T

In Brno

z----- DocuSigned by:

s-----66FEedDF6BQaD40R-----

AT&T Global Network Services Czech Republic s.r.o.  
1/17/2024

for the University

1/17/2024

### Attachment A

Specific details of the project can be found in the IOth call for tenders of the TRENDprogramme, sub-programme 1, TACR grant submission artifacts:

Name: Nová automatizace procesů řízená umělou inteligencí pro zjednodušení a zlepšení telekomunikačních procesů  
Reg.No.: FW10010014  
Artifacts: Příloha č. 1 Představení projektu  
Příloha č. 2 Doložení uplatnění výsledků

Details in the artifacts include but are not limited to the following:

- Objectives and focus of the project
- Project content including project phases
  - a. Outlines milestones, deliverables, and contributed knowledge from University and AT&T by phase.

1. **Preliminary Timeline:**

**Start Date:** January 1, 2024      **End Date:** June 30, 2026

2. **Results:**

**Reports.** Each Party shall provide the other with reports of its Results, no less frequently than once each calendar quarter. After each such exchange, the Parties shall meet in person or by teleconference to review the Results. Within sixty (60) calendar days after the earlier of the completion of the final Results or the termination of this Agreement, each Party will provide the other with a final report of its Results, including underlying data and conclusions drawn from the Project.

3. **Principal Investigators:**

**AT&T:**

**University:**

4. **Patent Prosecution Communications-** For only Communications referenced in Article VII from the University to AT&T or to any Prosecution Counsel, the University and/or its Inventor(s) shall send emails to AT&T at: , addressed to Group Manager, AT&T IP Law. For only Communications referenced in Article VII from AT&T to the University or its Inventor(s), AT&T shall send emails to and addressed to: