##### LOAN AGREEMENT

No. 01/24 (please reference this number for any communication, and to receive/ return equipment)

This Agreement for the loan of certain Leica Equipment (“Agreement”) is made by and between

**Leica Mikrosysteme Vertrieb GmbH,**

with ist registered office at Ernst-Leitz-Straße 17-37, 35578 Wetzlar, Germany

ID No.: HRB 5464

(„Leica“)

and

|  |  |
| --- | --- |
| Customer Legal Entity Name:  Ústav molekulární genetiky AV ČR, v. v. i.  (in English commonly referred to as the “*Institute of Molecular Genetics of the Czech Academy of Sciences”)*  with its registered office at Vídeňská 1083, Krč, 142 20 Prague 4, Czech Republic  ID No.: 683 78 050 | Customer authorized signatory:  RNDr. Petr Dráber, DrSc.  director |
| Customer address:  *Vídeňská 1083*  *142 20 Prague 4, Czech Republic* | Shipping address (if different from registered address): |
| Phone no.: xxx | Email: xxx |

(“Customer”).

The Customer shall receive from Leica the following Equipment:

**Inventory List of Equipment**

|  |  |  |
| --- | --- | --- |
| **QTY** | **PART No.** | **DESCRIPTION** |
| 1 | 158203260 | LAS X Navigator Expert |
| 1 | 158203261 | LAS X STELLARIS Aivia Interface |
| 1 | 158203262 | LAS X Rare Event Detection |
| 2 | 27100032 | Aivia Go 3 Years |

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Purpose of Loan.**  The loan of Equipment pursuant to this Agreement shall be for the purpose of *promoting the Autonomous Microscopy solution within the IMG core imaging facility users.*  **Duration.**  This Agreement shall enter into force upon its signature by the Parties and into effect on the date of its publication in the Registry of contracts pursuant to Czech Act No. 340/2015 Coll., on Registry of Contracts, as amended. This Agreement shall expire automatically when the Equipment is returned to Leica and is determined by Leica, at its reasonable discretion, to be in good working order.  Absent any agreement by the parties on a different due date, and subject to Leica´s right to reclaim and/ or repossess Equipment as per the Terms and Conditions hereof, Equipment must be returned by the Customer to Leica *by 6 months from February 5th 2024 (which is the date when the Equipment shall be loaned to the Customer) to August 5th, 2024* (“Term”). Since the Equipment is actually intangible asset – a license to a software, both delivery and return of the Equipment takes place electronically and is fully under control of the Leica, thus the articles 7 and 10 of the Agreement Terms and Conditions does not apply.  This Agreement is concluded in two originals with wet-ink signatures or in one original with qualified electronic signatures of both parties.  I have read and understand the Terms and Conditions of this Agreement hereinabove and set forth hereinafter which shall form an integral agreement.   |  |  | | --- | --- | | Wetzlar, 22.01.2024 | Prague, …………………. 2024 | | **Leica Mikrosysteme Vertrieb GmbH** | **Ústav molekulární genetiky AV ČR, v. v. i.** | | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name: : xxx  Function: Chief Financial Officer LMS | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name: RNDr. Petr Dráber, DrSc.  Function: director |   \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name: : xxx  Function: Manager Commercial Operations |

**Agreement Terms and Conditions**

1. **General Terms**: Throughout this Agreement, the words “we,” “our” and “us” refer to Leica Microsystems CMS GmbH. The words “you” and “your” refer to the Customer who has signed this Agreement.
2. **Fees**: Provision of the Equipment shall be free of charge during the period agreed hereinabove. Leica reserves the right to charge a fee for extended loan of the Equipment after this period elapses, subject to clause 7 hereinafter.
3. **Delivery and Acceptance**: Upon receipt of the Equipment, you have seven (7) calendar days to notify Leica of any defects. Failure to do so shall be deemed as your acceptance of the Equipment to be complete, undamaged and fully and properly functional.
4. **Extension of Term**: On or before the end of the Term, you may request an extension. It shall be at Leica´s discretion to grant such extension, and the extension shall be subject to agreement on financial and other terms, and recording thereof in writing.
5. **No Warranty; Limitation of Liability**: We are providing the Equipment to you as is, where is. There are no guarantees or warranties expressed or implied. We are not responsible for loss of data or computer systems caused by failure of the Equipment under any circumstances. We are not responsible for any incidental or consequential damages which may occur because of the failure of the Equipment to function. Neither does such failure constitute breach of contract, nor are we responsible to you in tort, under contract law or under any other legal theory. These limitations shall not apply to our liability for damages that we have caused intentionally, for damages to life or health, or under applicable product liability law that cannot be reduced or excluded.
6. **Equipment Location, Use, and Repair:** The Equipment is intended for research use only. You are responsible to keep the Equipment in good repair, condition and working order, at your expense. All service to Equipment is provided by Leica. If a service problem develops in the field, you may also contact your local Leica subsidiary. You undertake and represent to Leica that you will not charge any third parties for the use of Equipment.
7. **Return of Equipment:** Unless otherwise stated, Equipment shall be returned to Leica by the end of the Term. You will request a Return Authorization Number, if one is not provided, prior to returning the Equipment by calling your local Leica subsidiary. Return of the Equipment shall be at your risk. Equipment that is lost or returned damaged beyond repair will be invoiced at the then current product list price or last known list price, whichever applies. If returned Equipment requires repair (including for cleaning necessary for the continued function of the Equipment) you agree to pay us full repair costs, less normal wear and tear. Equipment must be clean and free of harmful contaminants. If Equipment is returned later than specified herein, Leica will have the right to charge a late-return fee equal to 1/12 of the then current product list price or last known list price, as applicable, for every month, or part thereof, of delayed return.
8. **Ownership and Title:** We are the owner of the Equipment and shall have title to the Equipment at all times. You authorize us to record any documents necessary to evidence our ownership thereof. The Equipment must not be loaned, leased or sold to any other entity. We reserve the right to reclaim and/ or repossess Equipment at any time and for any reason.
9. **Assignment:** We may sell, assign, or transfer the Equipment, this Agreement or our rights under it to affiliated companies or an acquirer of Leica. You agree that if we sell, assign or transfer Equipment, the new owner will have the same rights or benefits as we now have. You agree that any rights of the new owner will not be subject to any claim, defense or setoff that you may have against us.
10. **Insurance:** You will provide, at your expense, property insurance for the Equipment during the Term. You will also obtain a public liability insurance policy covering any personal injury or third-party property. You will provide us evidence of such insurance upon request. If you do not, we may, at our option, buy insurance for you and bill you for the premium and administration costs incurred by us in doing so.
11. **Compliance with Laws**: You agree that no Equipment or payment has been provided to either party with the intent to induce or reward any past, present, or future purchase or referral to purchase any Leica product. Neither party to this Agreement shall engage in any activity prohibited by anti-kickback, anti-self-referral, anti-corruption, or any other applicable laws or regulations which relate to healthcare, corruption, commercial bribery, and/or the performance of services under this Agreement.
12. **Choice of Law:** This Agreement shall be applied and construed in accordance with German law, excluding also UN Law on the Trade of Goods. Any dispute arising under or in connection with the Agreement shall be subjected to the exclusive jurisdiction of the courts of Frankfurt.
13. **Miscellaneous:** You agree that the terms and conditions contained in this Loan Agreement make up the entire agreement between you and us regarding the provision of Equipment so described herein. Any change in any of the terms or conditions of this Agreement must be in writing and signed by us. You agree that delay or failure to enforce our rights under this Agreement does not prevent us from enforcing any right later. If certain provisions of this Agreement are found to be invalid or incomplete the validity of the remainder of the Agreement shall not be impacted; the parties shall endeavor to replace an invalid or incomplete clause with a provision that best defines what was originally intended. All our rights and indemnities will survive the termination of this Agreement.