**Amendment No. 1**

THIS Amendment (“Amendment No. 1”) is an amendment of and supplement to the Partnership Cooperation Agreement dated 01.02.2023 (the “Agreement”) by and between Brno University of Technology, Faculty of Electrical Engineering and Communication (“BUT”) and Eaton Elektrotechnika s.r.o. (“Eaton”).

WHEREAS, BUT and Eaton have entered into the Agreement; and

WHEREAS, BUT and Eaton desire to that such Agreement be modified and supplemented by this Amendment No. 1.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, BUT and Eaton do hereby agree as follows:

1. Section 5 “Industrial and Intellectual Property Rights” shall be amended by the following paragraphs:

***5.6 Protection of Copyrighted Work***

For any result of the performance by the BUT that is open for registration or filing (i.e. patents, utility models, industrial designs etc., hereinafter “Protectable IP”) BUT shall inform Eaton on such potential protection and transfer all rights (including the right to apply for and obtain patents or other intellectual property rights) of such Protectable IP to Eaton. Eaton can file such protection as it sees fits at Eaton’s cost. Eaton is free to decide on the time and duration of such protection as well as the geographical and technical scope. BUT will duly cooperate by claiming the rights from the inventors (in case of patentable inventions) and in the transfer of rights to Eaton. BUT will cooperate and support the activities by Eaton to achieve such protection at no additional cost.

***5.7 Joint ownership***

In case BUT and Eaton have together created Protectable IP, 5.6 applies mutatis mutandis to the parts of the Protectable IP that were contributed by BUT.

1. Section 5.5 shall be amended by the following addition at the end:

In case BUT intends to use any of the results in a public way it will inform Eaton of such intention and present the publication materials to Eaton. Eaton will acknowledge receipt of the publication materials and provide its comments or approval within one month from the date when the publication materials were available for Eaton. BUT will amend the materials accordingly, or refrain from publication of the materials if Eaton does not provide its approval.

Except as specifically amended hereby, all provisions of the Agreement shall remain in full force and effect and the parties hereby ratify the terms and conditions of the Partnership Cooperation Agreement as amended in writing by both parties.

IN WITNESS HEREOF, the parties hereto have duly executed this Amendment as of the latest date shown below.

1. V Roztokách dne \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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**Eaton Elektrotechnika s.r.o.**

1. Ing. Marcela Ludvíková, executive Eaton Elektrotechnika s. r.o.
2. V Praze dne \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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**Eaton Elektrotechnika s.r.o.**

Ing. Dušan Pirich, executive Eaton Elektrotechnika s. r.o.

1. V Brně dne \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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1. **Brno University of Technology, Faculty of Electrical Engineering and Communication**
2. prof. RNDr. Vladimír Aubrecht, CSc., dean