



Supplier Relationship Agreement

Using this Supplier Relationship Agreement (**SRA** or **Base Agreement**),

IBM Česká republika, spol. s r. o.

Registration number: 14890992

Registered office: V Parku 2294/4, 148 00 Praha 4 Chodov, Czech Republic

Represented by: Miroslav Petrřa, Statutory representative

(“IBM” or “Buyer”)

and

Univerzita Karlova, Matematicko-fyzikální fakulta (Charles University, Faculty of Mathematics and Physics)

Registration number: 00216208

Registered office: Ovocný trh 560/5, 116 36 Prague 1

Address: Ke Karlovu 3, Prague 2, 121 16, Czech Republic

Represented by: Doc. RNDr. Mirko Rokyta, CSc., dean of Faculty of Mathematics and Physics, on the basis of a decree of appointment issued by rector of Charles University

Principal Investigator: Pavel Parížek, Department of Distributed and Dependable Systems

(“University” or “Supplier”)

IBM (**IBM** or **Buyer**) may order deliverables (**Deliverables**) and services available from Charles University (**Supplier**) for itself, IBM Affiliates or on behalf of its customers (**Customers**). Details regarding the Deliverables and Services are provided in Statements of Work (**SOWs**) and/or Work Authorizations (as defined below). This SRA, applicable SOWs, applicable data privacy and security terms, together with any Attachments and any agreed upon price, quantity, and delivery terms in a Work Authorization are the complete agreement (**Agreement**) regarding transactions hereunder.

This SRA becomes effective on the date when it is signed by both parties and also published in the register of contracts (Register), according to the Act no. 340/2015 Coll., on special conditions for the effectiveness of some contracts, publication of these contracts and register of contracts (Register of Contracts Act).

University notifies IBM and IBM acknowledges that the University is an obliged entity referred to in Section 2 para. 1 point e) of the Register of Contracts Act and according to the Register of Contracts Act private law contracts concluded with University are subject to the publication in the Register, a public administration information system administered by the Ministry of the Interior of the Czech Republic. Parties hereby agree with publication of this SRA in the Register by University.

1. **Deliverables and Services**

Deliverables

A **Program** is a software program and related material available for license from Supplier. Programs are copyrighted and licensed (not sold). A **Product** is a tangible item (other than a Program) that Supplier prepares for or provides to IBM. A **Developed Work** is a work of authorship that Supplier develops for IBM under the Agreement. Developed Works exclude Preexisting Works and Tools. **Preexisting Works** include works of authorship delivered to IBM, but not developed by Supplier specifically for IBM under the SOW, and any modifications or enhancements of such works made under the SOW. **Tools** means software that is not commercially available, and its Externals, required for the development, maintenance, or implementation of a software Deliverable other than a Program. **Externals** means any pictorial, graphic, audiovisual works, reports or data generated by execution of code and any programming interfaces, languages or protocols implemented in the code to enable interaction with other computer programs or end users. Applicable details with regard to any Program, Product, or Developed Work are described in a SOW or Attachment.

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Services

Services provided by Supplier may include consulting, installation, customization and configuration, maintenance, staff augmentation, and business, technical or other services (each, a **Service**). Applicable Service details are described in a SOW, WA or Attachment.

Deliverables and/or Services will be delivered as specified in a SOW and/or WA. If Supplier cannot comply with a delivery commitment, Supplier will promptly notify IBM and IBM may cancel without charge Deliverables or Services not yet delivered and exercise any and all other remedies available to it.

Supplier will only use the information, materials, assets, data (including any data that can identify or locate an individual (**Personal Data**)) and documents provided to Supplier or uploaded to or stored in a Cloud Service by IBM or its users (collectively, **IBM Materials**) and Developed Works to the extent needed to perform under the Agreement. Supplier will not disclose IBM Materials to any third party and will return or destroy IBM Materials (and certify the same to IBM) upon the earlier of the expiration of the relevant SOW or WA or IBM's request.

2. Issuance of a Work Authorization and Pricing

Unless otherwise set forth in a SOW, Supplier will begin work only after receiving a Work Authorization (**WA**) from IBM. A WA is IBM's authorization in either electronic or tangible form for Supplier to conduct transactions under this SRA in accordance with the applicable SOW (i.e., a purchase order, bill of lading, or another IBM designated document). The agreed upon pricing and currency for Deliverables and Services, exclusive of Taxes but including all applicable fees and royalty payments (**Prices**), shall be set forth in the SOW and/or WA. The Prices for Deliverables and Services specified in a SOW and/or WA plus applicable Taxes will be the only amount due to Supplier from IBM. Payment of invoices does not constitute acceptance of Deliverables or Services. Deliverables and Services are subject to inspection, test, acceptance or rejection in accordance with the relevant SOW and/or WA. Supplier must submit invoices and any other claims for reimbursement to IBM within one year from the date of IBM's acceptance of Deliverables or Services.

3. Warranties

Supplier warrants on an ongoing basis that (i) its performance of the Agreement will comply with all applicable laws and the terms of any contracts applicable to it (including licensing agreements); (ii) Deliverables and Services do not infringe any privacy, intellectual property or other right of a third party; (iii) Deliverables and Services do not contain harmful code; (v) (a) Deliverables are safe for use consistent with requirements in the Agreement and (b) Programs and Services conform to their official published specifications; (vi) it has implemented and will maintain technical and organizational security measures to protect IBM Materials against loss, alteration, unauthorized disclosure, access or other unlawful forms of processing; (vii) Services are provided using reasonable care and skill in accordance with the Agreement; and (viii) all authors have agreed not to assert their moral rights (personal rights associated with authorship of a work under applicable law) in the Deliverables, to the extent permitted by law.

THE WARRANTIES IN THE AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

If Deliverables or Services do not comply with the warranties in the Agreement or the acceptance or completion criteria, in addition to any other available remedies, IBM may reject the Deliverables or Services and Supplier will repair, replace or re-perform the Deliverables or Services without charge and in a timely manner. If Supplier cannot do so within ten (10) business days or any mutually agreed upon (in writing) time period, Supplier will refund all fees paid by IBM for such Deliverables and/or Services.

4. Import and Export

Supplier agrees that (i) it will comply with applicable import and export control and economic sanction laws and regulations in all respects, including without limitation (a) those of the United States, (b) associated embargo and economic sanctions laws and regulations, (c) those that concern restrictive trade practices or boycotts and (d) those that prohibit or restrict the export, re-export, or transfer of products, technology, services or data, directly or indirectly, to or for certain countries, end uses or end users; (ii) it will provide IBM with information about Deliverables, Products and Services necessary for export compliance; (iii) unless agreed to in writing by IBM and authorized by applicable government license or regulation, Supplier will not (a) provide to IBM any articles, materials, services or any components thereof that Supplier knows or has reason to believe originated in, or was sourced from (I) a country subject to a comprehensive U.S. embargo as described in applicable export, embargo, and economic sanctions regulations (including, without limitation Belarus, Cuba, Iran, North Korea, Russia, Syria, and Ukraine, including the Crimea, Donetsk and

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Luhansk regions of Ukraine) and (II) when Supplier provides Services related to research projects, Sudan and (b) export, directly or indirectly, any technology, software or commodities provided by IBM under the Agreement to any prohibited destination or for any prohibited end use; and (iv) it will act as the exporter and/or importer of record of the Deliverables, Products, and Services (including, but not limited to, any commodities, software, technical data or associated services).

5. *Taxes*

Taxes means any and all applicable taxes, charges, fees, levies or other assessments imposed or collected by any governmental entity worldwide or any political subdivision thereof and however designated or levied on sales of Deliverables and/or Services, or sales, use, transfer, goods and services or value added tax or any other duties or fees related to any payment made by Buyer to Supplier for Deliverables and/or Services provided by Supplier to IBM under or pursuant to the Agreement, exclusive, however, of any taxes imposed upon the net income or capital of Supplier, any taxes in lieu of such net income taxes and any other taxes to be borne by Supplier under law.

U.S. Transactions

Supplier's invoices shall state all applicable Taxes, if any, by tax jurisdiction and with proper breakdown between taxable and non-taxable Deliverables and Services. Each party agrees to cooperate to minimize, wherever possible and appropriate, any applicable Taxes and to provide reasonable notice and cooperation in connection with any audit. Supplier is solely responsible for all taxes, assessments, or other levies on its own income, leased or purchased property, equipment or software. If IBM provides Supplier a direct pay certificate, certification of an exemption from Tax or reduced rate of Tax imposed by an applicable taxing authority, then Supplier shall not invoice nor pay any such Tax unless and until the applicable taxing authority assesses such Tax, at which time Supplier shall invoice and IBM shall be responsible for any such Tax that is legally owed.

Non U.S. Transactions

If any authority outside of the U.S. imposes Taxes upon any transaction, charge, or activity under the Agreement, then Supplier is responsible for and shall pay that amount and shall timely issue a tax invoice to IBM that complies with applicable invoicing and tax laws. IBM shall withhold Taxes as required under applicable law on payments made to Supplier hereunder and shall be required to remit to Supplier only the net proceeds thereof. IBM agrees to remit in a timely manner all Taxes withheld to the appropriate government authority in each respective jurisdiction. Upon Supplier request, IBM will deliver the appropriate documentation as required by the corresponding jurisdictional tax laws, within a reasonable time from such request. Supplier is responsible for any individual Tax and any other individual and corporate costs related to Supplier Personnel (as defined below), regardless of the jurisdiction in which due.

To the extent permitted by applicable Law, Supplier and IBM shall cooperate with each other to obtain exemptions from or reductions of any Taxes, including the execution of local Participation Agreements (as defined below) at the request of IBM, provided that neither Party shall be obligated to seek any exemption or reduction that could reasonably be expected to result in an audit of its books and records by a governmental authority.

6. *Intellectual Property*

Supplier owns all rights, title, and interest in and to any Programs, Preexisting Works, and Tools. IBM owns all rights, title, and interest in and to IBM Material. IBM will own the copyright in Developed Works and all such works are works made for hire. If any Developed Works are not considered works made for hire owned by operation of law, Supplier hereby assigns the ownership of copyrights in such works to IBM. Prior to delivery, Supplier will disclose in writing to IBM, the existence of third party or open source code in or provided with, any Deliverables. The Agreement does not grant either party the right to use the other party's or their Affiliates' trademarks, trade names or service marks, or other designations in any promotion or publication, without prior written consent.

7. *Liability*

Neither party will be liable to the other for special, incidental, exemplary, indirect, or economic consequential damages, or lost profits, business, value, revenue, goodwill, or anticipated savings. The following, if a party is legally liable for them, are not subject to the foregoing limitation: (i) damages that cannot be limited under applicable law; (ii) damages for bodily injury (including death); (iii) damages to real property and tangible personal property; (iv) amounts payable by Supplier pursuant to its obligations in Section 9 (Indemnity) of this SRA; (v) costs and expenses of remediation and of correction of Supplier's performance, in each case with respect to breach of any Supplier privacy or security obligations; and (vi) damages arising from Supplier's intentional, willful or grossly negligent conduct.

8. *Indemnity*

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Supplier will defend, hold harmless and indemnify, including legal fees, IBM against third party claims (including Customer's claims) that arise or are alleged to have arisen, and/or government fines and penalties that are imposed, as a result of negligent or intentional acts or omissions of Supplier or Supplier Personnel (as defined below) or breach by Supplier of any term of the Agreement.

Supplier will defend, hold harmless and indemnify, including legal fees, IBM from third party claims that Supplier's Deliverables or Services infringe the intellectual property rights of a third party. In addition, Supplier, at its own expense, will (i) obtain for IBM the right to continue to use, sell and license the Deliverables or Services; (ii) modify the Deliverables or Services so they are non-infringing; or (iii) replace the Deliverables or Services with non-infringing ones that comply with the Agreement. Alternatively, at IBM's request, Supplier will accept the cancellation of infringing Deliverables or Services without any cancellation liability and Supplier shall refund any amounts previously paid by IBM. IBM will give Supplier prompt notice of third-party claims against IBM, and cooperate in the investigation, settlement and defense of such claims.

9. Term and Termination

This SRA will remain in effect until terminated. Either party may terminate this SRA for cause if the other is in material breach of the Agreement or, to the extent permitted by law, if the other party becomes insolvent or files or has filed against it a petition in bankruptcy, provided the one who is not in breach gives written notice (with the termination date) and, when in IBM's discretion a material breach can be cured, a reasonable opportunity to cure.

Supplier's breach of (or IBM's reasonable belief that Supplier has breached or is likely to breach) Section 5 (Ethical Dealings) of this SRA constitutes a material breach of the Agreement and, in such event, IBM may terminate this SRA and any SOW immediately on written notice to Supplier, without any liability to IBM. When there are no SOWs or WAs in place between the parties, IBM may terminate this SRA without cause by providing written notice to Supplier. Any terms that by their nature extend beyond the Agreement termination remain in effect until fulfilled and apply to successors and assignees.

IBM may, upon written notice to Supplier, terminate a SOW or WA i) for cause upon material breach by Supplier or ii) without cause, in each case with termination effective on the date set forth in the notice. Upon termination, in accordance with IBM's written direction, Supplier will cease work under the relevant SOW or WA and deliver to IBM, among other things, all Deliverables completed as of the date of termination, and all works in progress. In the event IBM terminates without cause, IBM will compensate Supplier for the actual and reasonable expenses incurred by Supplier for work in process up to and including the date of termination, provided such expenses do not exceed the Prices.

10. Record Keeping and Audit Rights

Supplier will maintain (and subject to applicable law provide to IBM upon request) relevant business, technical and accounting records (i) to support Supplier's invoices; (ii) show proof of required permits and professional licenses and (iii) to demonstrate compliance with Supplier's performance of its obligations under the Agreement, for not less than six (6) years following completion or termination of the relevant Services. All accounting records will be maintained in accordance with generally accepted accounting principles.

Upon IBM's notice, IBM may, at no charge to IBM, audit Supplier's compliance with its obligations under the Agreement, including verifying compliance with applicable laws and the protection and integrity of IBM Materials. In connection with an audit, Supplier shall provide IBM (including its auditors and any regulators) access at reasonable times (or in the case of regulators, at any time designated by such regulators), to any facility at which Supplier or any Subcontractor is providing or has provided Services or Deliverables under the Agreement and to all systems, data and business, technical and accounting records relating to Supplier's (and any Subcontractor's) compliance with its obligations. Supplier shall provide its full cooperation in any such audit, including by designating a focal point to support an audit and, if required by IBM, promptly securing the rights for IBM to directly request from any Subcontractor, and for the Subcontractor to promptly provide to IBM, access to such systems, data and records relating to the work performed by such Subcontractors.

11. Business Continuity

Supplier agrees to have and maintain a business continuity plan and business continuity testing procedures, which include but are not limited to the areas of disaster recovery planning and pandemic planning, and cyber security. Supplier agrees to provide the specific recovery targets of the business continuity plan and to review, update, and test the business continuity plan annually and, upon IBM's request, Supplier will provide a summary of the business continuity plan and test results. IBM may, from time to time, provide feedback regarding the plan and requests that Supplier take IBM's

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comments into consideration when updating the plan. However, Supplier remains solely responsible for the performance of its responsibilities under the Agreement and the adequacy of the business continuity plan regardless of whether IBM has reviewed or commented on the plan.

12. Supplier and Supplier Personnel

Provision of Cloud and Other Services

If Supplier is providing or performing Services, Supplier agrees that Supplier:

- a) is an independent contractor and the Agreement does not create an agency, partnership or joint venture relationship between IBM and Supplier or Supplier Personnel. IBM assumes no liability or responsibility for Supplier Personnel;
- b) shall, upon request of IBM and to the extent permitted by applicable law, provide to IBM (I) for export evaluation purposes, the country of citizenship and permanent residence and immigration status of its Personnel, (II) written confirmation (i) that Supplier Personnel are eligible to work in the country where the Services are being provided and (ii) to the extent required by applicable law, that Supplier participates in eVerify pursuant to applicable Executive Order(s) and United States Department of Homeland Security, (III) if specific education requirements are required by IBM, proof of completed education for Supplier Personnel; (IV) if Supplier Personnel will have access to any IBM or IT system, platform, application, network, or similar tool including those located on or accessible through IBM or intranet, the Internet, or other network, proof that Supplier Personnel have reviewed and agreed to the IBM Contractor Code of Conduct (available at [IBM Resources for Suppliers](https://www.ibm.com/procurement/ossi) at <https://www.ibm.com/procurement/ossi>) and (V) evidence that Supplier Personnel have successfully completed all cybersecurity, privacy and other education identified by IBM as mandatory in a timely manner.
- c) shall instruct its Personnel that employment related issues should be brought forward to Supplier (and not IBM) and shall notify IBM promptly where such issues relate to actions which are alleged to have been taken by IBM or its Personnel to enable IBM to investigate as necessary;
- d) is and shall remain responsible for the day-to-day supervision, control, terms and conditions, hiring, verification of eligibility to work, discipline, performance management, termination, counseling, scheduling, compensation, benefits and other activities, withholdings, health and safety of Supplier Personnel, and shall ensure Supplier Personnel do not seek to obtain the same from IBM. To avoid any confusion, Supplier remains the employer of Supplier Personnel at all times. Further, the Agreement does not create an employment relationship between IBM and Supplier Personnel;
- e) shall ensure that Supplier Personnel only deliver Services from within a country where Supplier Personnel are authorized to work, and Supplier is legally authorized to conduct business;
- f) shall, with respect to any work assignment to IBM, remind Supplier Personnel that they are employees of Supplier and not of IBM;
- g) acknowledges that IBM has no responsibility for reviewing or approving timesheets; however, IBM may review such timesheets for billing verification purposes only;
- h) is responsible for the actions and inactions of Supplier Personnel and compliance by Supplier Personnel with the requirements of the Agreement; and
- i) agrees that IBM retains the right to refuse to accept Supplier Personnel made available by Supplier to perform Services hereunder and may request the removal of Supplier Personnel from assignment under the Agreement, for any lawful reason at IBM's sole and reasonable discretion.

Posted Workers:

Where Supplier intends to use Supplier Personnel and/or subcontractors who are deemed posted workers (as defined in EC Posted Worker Directive 96/71/EC and/or any related or derived EC or national legislation) or temporary agency workers (as defined in EC Directive 08/104/EC, and/or any related or derived EC or national legislation) (together hereinafter "Posted Workers") for the provision of Services to Buyer and/or to Buyer's Customer(s), the Supplier will, prior to each Posted Worker commencing work in the country they are posted to, inform Buyer and provide to Buyer all statutorily required information, as well as evidence of compliance with the above-mentioned legislation. The Supplier warrants that the information provided is at all times correct, accurate, and up to date, and the Supplier agrees to provide updated information to the Buyer immediately at any time upon Buyer's request. Should the Supplier's, or the Supplier's subcontractor's, breach of this provision cause the Buyer or its personnel to be held liable or to be fined, the Supplier shall indemnify the Buyer and its personnel against all claims and/or fines that arise or are alleged to have arisen as a result of

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such breach. Notwithstanding anything to the contrary in this Agreement, Buyer may terminate this Base Agreement, any SOWs and/or WAs immediately for Cause in case of a breach of this provision or when Buyer reasonably believes such a breach has occurred or is likely to occur. In addition to this, the Buyer may request the immediate removal of Posted Workers from assignment under this Agreement.

IBM Assets and Security

If Supplier Personnel will have access to IBM Assets (as defined below), Supplier shall, and shall instruct its Personnel to:

- a) use IBM Assets solely in performance of the Agreement;
- b) only connect with, interact with or use programs, tools or routines that IBM agrees are needed to provide Services;
- c) not load any IBM Materials provided to Supplier onto any computers, portable storage media or other device unless such materials (or the device itself) have been encrypted;
- d) not copy, disclose or leave IBM Assets unsecured or unattended;
- e) promptly notify IBM of any accident or security incidents (such as those involving loss or misuse of, or damage to, IBM Assets (as defined below), and Supplier will provide IBM with a copy of any accident or security incident report involving the above; and
- f) promptly report to IBM any actual or suspected breaches of security of IBM Materials immediately after discovery thereof if the IBM Materials were, or could be, accessed, used or acquired by an unauthorized person or entity or otherwise compromised.

IBM may periodically audit Supplier's use of IBM Assets. "**IBM Assets**" means IBM's computer systems and/or networks, IBM's property that is accessed or used by Supplier Personnel and/or IBM Materials provided to Supplier Personnel by (or on behalf of) IBM.

Criminal and other Background Checks

If Supplier is providing a Cloud Service or otherwise has access to IBM network or IBM Materials or, in the event that Supplier is performing Services or has other responsibilities at and/or access to an IBM facility, Supplier agrees that:

- a) Supplier shall inform IBM if any Supplier Personnel to be assigned to perform Services hereunder are former employees of IBM, which assignment is subject to IBM's approval.
- b) To the extent permitted by local law, Supplier will obtain from Supplier Personnel photographic proof of identity from an official government source (including but not limited to documentation such as a valid driver's license or government issued passport).
- c) To the extent permitted by local law, Supplier will conduct or otherwise obtain criminal background checks on Supplier Personnel in accordance with subsection (d) below, in locations where the Supplier Personnel resided for the past seven years. Where no criminal convictions within the past seven years are identified, Supplier Personnel may be assigned to perform Services. Where a criminal conviction is identified, Supplier may not assign Supplier Personnel where Supplier Personnel is disqualified from performing Services based on Supplier's individualized assessment of the conviction against the Services to be performed in accordance with applicable law and guidance, which may include but is not limited to the Equal Employment Opportunity Commission's promulgated guidance in the United States or similar state or other government promulgated guidance, as applicable.

If, after such assessment, Supplier still recommends assigning a Supplier Personnel with a criminal conviction to perform Services, IBM must first be informed of such decision. IBM will thereafter review the criminal conviction and Services which will be performed and/or access that the Supplier Personnel will have. Unless otherwise required for this review, IBM will not receive any personally identifiable information (e.g., Supplier Personnel name, social security number, etc.).

- d) For Supplier Personnel in the United States, a federal background check must be conducted as well as a county or state background check, whichever is more comprehensive. In other countries, background checks may be at the county, state, province and/or country level, whichever is most comprehensive.
- e) Upon IBM request and subject to applicable law, Supplier will provide documentation to IBM to verify its compliance with this section.

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Personnel are individuals who are i) employees of a party, ii) agents appointed by a party, iii) independent contractors engaged by a party, or iv) provided to a party by a Subcontractor (as defined below).

13. Data

Before providing any data (including Personal Data) to IBM or IBM Personnel, Supplier shall (i) obtain all consents (including consents for different activities) and permissions lawfully required to provide such data and, where the data are Personal Data, to allow IBM as a Controller to use, store, transfer, disclose and otherwise process such Personal Data, on a world-wide basis, in connection with the Services and Deliverables; (ii) use Industry Standard Practices to ensure that all data is relevant, timely, not misleading, accurate, up to date, collected using ethical and non-discriminatory practices and is free of bias and discrimination as defined by any applicable law; and (iii) test all such data to ensure that IBM (including IBM Personnel and customers) do not experience data integrity, data loss, or related issues. With the Agreement, the parties are not entering a joint Controller relationship regarding such Personal Data. The IBM Privacy Statement at <https://www.ibm.com/privacy/> contains details on IBM's processing of Personal Data as a Controller. Where IBM is required by law to place obligations on Supplier with respect to data governance, Supplier agrees to comply with those obligations. For purposes of this Section, "Controller" means a legal person that determines the purposes and means of processing Personal Data under any applicable data protection laws, regardless of how a law identifies such legal person (e.g., as a "controller", "handler", "business" or otherwise), and "Industry Standard Practices" means practices that are consistent with those recommended or required by the National Institute of Standards and Technology or International Standards Organization, or any other body or organization of similar reputation and sophistication.

14. Governing Law and Choice of Forum; Limitation of Actions:

The parties agree to the application of the laws of the Czech Republic, without regard to conflict of law principles, and submit to the exclusive jurisdiction of the competent courts of the Czech Republic. If any provision of the Base Agreement is invalid or unenforceable, the remaining provisions remain in full force and effect. Nothing in the Agreement affects statutory rights that cannot be waived or limited by contract. The United Nations Convention on Contracts for the International Sale of Goods does not apply to transactions under the Agreement. The parties waive the right to a jury trial regarding disputes related to the Agreement. Neither party will bring a legal action arising out of or related to the Base Agreement more than two years after the cause of action arose, and the Supplier expressly accepts this shorter 2-year limitation period. No right or cause of action for any third party is created by the Agreement or any transaction under it.

15. General

- i) A party will not disclose confidential information to the other without a separate, signed confidentiality agreement governing such disclosures.
- ii) The parties will not publicize their relationship in any advertising; marketing or promotional materials without prior written consent of the other party except as may be required by law.
- iii) The Agreement is nonexclusive and either party may design, develop, manufacture, acquire or market competitive products or services. Each party is responsible for determining the assignment of its Personnel.
- iv) All changes to the Agreement must be in writing signed by both parties. In the event of a conflict, the order of precedence will be (A) any agreed upon price, quantity or delivery terms in a WA; (B) applicable data privacy and security terms; (C) the relevant SOW (including Attachments thereto); and (D) this SRA (including Attachments thereto).
- v) Risk of loss and title to any tangible property will pass to IBM at the delivery point. Parties shall be responsible for the damage, destruction, loss or theft ("**Loss**") of their respective tangible property (whether owned or leased). Parties shall look to their own insuring arrangements regarding such Loss.
- vi) Neither party may assign its rights under the Agreement to third parties or Affiliates without the prior written consent of the other party, such consent not to be unreasonably withheld; except that either party may assign the Agreement in conjunction with the sale of a substantial portion of its business utilizing the Agreement. Notwithstanding anything to the contrary set forth herein, in the event of a divestiture, spin-off or similar event, IBM may assign, novate or otherwise transfer the Agreement, in whole or in part and without further consent, to an acquiring entity or to a new entity (prior to or after its formation), that has used or will use any of the Deliverables or Services. Any unauthorized assignment of the Agreement is void.

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- vii) Supplier shall not delegate or subcontract any of its duties or obligations under the Agreement to any third party (any such party, a “**Subcontractor**”), except to the extent permitted in a SOW. Any third party (entity or individual), Affiliate, agent, subtier or pay agent (and their respective employees) of Supplier are each a “**Subcontractor**” to the extent Supplier has delegated or subcontracted duties or obligations to such entity or individual.
- viii) An effective waiver under the Agreement must be in writing signed by the party waiving its right. A waiver by either party of any instance of non-compliance by the other will not be deemed a waiver of future instances of non-compliance.
- ix) All notices under the Agreement must be in writing and sent to the address below unless a party designates in writing a different address (or an Affiliate designates a different address in a Participation Attachment). “**Participation Agreement**” or “**PA**” means an attachment signed by one or more Affiliates which incorporates by reference the terms and conditions in this SRA, any relevant SOW and/or WA, and other attachments or appendices specifically referenced in the PA.
- x) The parties’ consent to the use of electronic means and facsimile transmissions for communications as a signed writing. This SRA, and any SOWs and Attachments may be signed in one or more counterparts. Any reproduction of the Agreement made by reliable means is considered an original. The Agreement supersedes any prior course of dealing, discussions or representations between the parties regarding the subject matter hereof.
- xi) Neither party will be in default or liable for any delay or failure to comply with the Agreement due to any act beyond the control of the affected party, excluding labor disputes, provided such party immediately notifies the other.
- xii) This SRA applies to IBM and Supplier (the signatories below) and their respective Affiliates who avail themselves of the SRA by entering into a SOW or Participation Agreement under this SRA. Such Participation Agreements and/or SOWs and/or WAs entered into by Affiliates of either of the parties are independent agreements between the signatories thereto. IBM is not liable to Supplier or Supplier Affiliate for any actions or inactions of any Affiliate of IBM, nor shall any action or inaction by Affiliates of IBM constitute a breach of the Agreement between IBM and Supplier.
- xiii) The following provisions shall survive termination or expiration of this SRA and shall remain in effect until fulfilled: Warranties; Import and Export; Taxes; Intellectual Property; Liability; Indemnification; Record Keeping and Audit Rights; Governing Law; Supplier and Supplier Personnel; and General.



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ACCEPTED AND AGREED TO:

By

Buyer Signature _____ Date _____

Miroslav Petrŕa

Printed Name

Statutory representative

Title & Organization

V Parku 2294/4, 148 00 Praha 4 Chodov, Czech
Republic

Buyer Address

ACCEPTED AND AGREED TO:

By:

Supplier Signature _____

doc. RNDr. Mirko Rokyta, CSc.

Printed Name

dean of Faculty of Mathematics and Physics,
Charles University

Title & Organization

Ke Karlovu 3, Prague 2, 121 16, Czech
Republic

Supplier Address



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