

TECHNOLOGY LICENSE AGREEMENT

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This Technology License Agreement (the **Agreement**), effective as of **7.12.2024** (the **Effective Date**), is entered into

BY AND BETWEEN

- (1) VSB – Technical University of Ostrava, a public university incorporated in the Czech Republic with registration number 61989100, whose registered office is at 17. listopadu 2172/15, 708 00 Ostrava-Poruba (**Licensor**),
- (2) ABB s.r.o., a company incorporated in Czech Republic with registration number 49682563, whose registered office is at Vyskočilova 1561/4a, 140 00 Praha 4 (**Licensee**),

And each of them a **Party** and both together the **Parties**.

WHEREAS

- (A) Licensor is the owner of certain technology or has otherwise the right to grant licenses to use such technology; and
- (B) Licensor has agreed to grant, and Licensee has agreed to take a license for the use of such technology on the terms set out in this Agreement.

IT IS HEREBY AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

- 1.1 In this Agreement the following terms have the following meanings:

Affiliate: in relation to a Party means any entity which controls, is controlled by, or is under common control with, a Party. The term “control” shall mean the right to exercise, directly or indirectly, more than fifty percent (50%) of the voting right attributable to the shares, partnership interests, membership shares, or similar evidence of or ownership of such controlled entity, and shall be considered an Affiliate only so long as the ownership or control, directly or indirectly, meets the conditions above.

Application: has the meaning given to it in Clause 5.1.1;

Confidential Information: has the meaning given in Clause 7.

Improvement: any change, modification, variation, improvement, enhancement, extension, revision and/or derivative of the Licensed Technology;

Intellectual Property Rights: (a) Patents, copyrights, (including, but not limited to copyrights in software) database rights and rights in trademarks, tradenames, service marks, utility models, designs, Know-how, and invention disclosures (whether registered or unregistered); (b) applications for registration, and the right to apply for registration, of any of these rights; and (c) all other intellectual property rights and equivalent or similar forms of protection existing anywhere in the world;

Know-how: all technical, scientific and other information, inventions, discoveries, trade secrets, knowledge, technology, means, methods, processes, practices, formulae, instructions, skills, techniques, procedures, expressed ideas, technical assistance, designs, drawings, circuit layouts assembly procedures, computer programs, apparatuses, specifications, data, results, safety, manufacturing and quality control data and information (including process designs and protocols), registration dossiers and assay and methodology, in each case, solely to the extent confidential and proprietary and in written, electronic or any other form now known or hereafter developed;

Licensed Products: the products which can be manufactured, engineered and/or serviced by using the Licensed Technology, identified in Annex 2;

Licensed Technology: Licensor's technology and Know-how for manufacturing, engineering and/or servicing the Licensed Products as identified in Annex 1 and the Intellectual Property Rights owned or licensed by Licensor in and to such technology and Know-how as of the effective date of this Agreement. Licensed Technology includes Licensor's rights to product marks specifically related to such technology or Know-how;

License Fees: the fees to be paid by Licensee as defined in Annex 3 in consideration of the license to use the Licensed Technology;

Patent(s): any and all (i) issued patents and utility models, patent and utility model applications, and future patents and utility models issued from any such patent and utility model applications; (ii) future patents and utility models issued from a patent and utility model application filed in any country worldwide which claims priority from a patent and utility model or patent and utility model application of (i); and (iii) reissues, substitutions, confirmations, renewals, extensions, counterparts, divisions, continuations, continuations-in-part, supplemental protection certificates on any patent and utility model or patent and utility model application of (i) or (ii).

- 1.2 In this Agreement (except where the context otherwise requires):
- 1.2.1 any reference to a Clause or Annex is a reference to the respective Clause or Annex of or to this Agreement;
 - 1.2.2 headings are included for convenience only and do not affect its interpretation.
- 1.3 The Annexes form part of this Agreement and have effect as if set out in full in the body of this Agreement. In the event of a conflict between the provisions of the Annexes and the body of this Agreement, the provisions set out in the body of this Agreement will prevail.
- 2. LICENSE**
- 2.1 Licensor hereby grants Licensee, an exclusive, worldwide, transferable license to use the Licensed Technology in order to make, have made, use, offer to sell, sell or import the Licensed Products (with the right to grant sublicenses).
 - 2.2 The Licensee's rights are to the exclusion of third parties, but the Licensor may itself exploit the Licensed Technology for R&D and teaching purposes.
 - 2.3 If the Licensed Technology include any software component, Licensee is entitled to use the software code in accordance with the license rights granted under this Agreement. If such software is implemented into the Licensed Products, Licensee may grant its customers a right to use such software in connection with the Licensed Product and in compliance with all restrictions applicable for Licensee for the use of such software.
 - 2.4 If Licensor or any of its Affiliates is party to a software license agreement with a third party software owner which (i) grants Licensee a license to use such third party software or (ii) allows Licensor or its Affiliate to grant a sub-license to Licensee to use such third party software, Licensee may use the third party software, however in strict compliance with the terms and conditions of the applicable third party software license agreement. It is Licensor's obligation to provide all information about the applicable terms and conditions to Licensee, including any applicable (sub-)license fees payable by Licensee.

3. LICENSE FEES

- 3.1 In consideration of the rights granted under this Agreement, Licensee shall pay to Licensor the License Fees as defined in Annex 3.
- 3.2 License Fees payable under this Agreement are exclusive of any taxes, duties or the like which may be payable on them. Revenues do not include value added tax or any similar sales taxes, bonuses or trade discounts granted to customers.
- 3.3 Licensee shall keep proper records showing the quantity, description and price of the Licensed Products, and such records shall be kept separate from any records not relating solely to the Licensed Products and be open for audit by an independent auditor to be agreed between Licensor and Licensee at Licensor's costs. If such audit reveals a discrepancy between the License Fees paid and those payable under this Agreement, such discrepancy shall be balanced immediately.
- 3.4 The provisions of this Clause 3 remain in force notwithstanding termination or expiry of this Agreement.

4. SUBCONTRACTING AND TECHNICAL ASSISTANCE

- 4.1 Licensor shall provide access to materials to Licensee as set out in paragraph 4 of Annex 1.
- 4.2 Licensor shall provide any technical assistance at the reasonable request of Licensee to facilitate commercial usage of the Licensed Technology by Licensee as envisaged by this Agreement.
- 4.3 Licensee has the right to subcontract the manufacture, engineering and/or servicing of the Licensed Products. Licensee is responsible to ensure that all subcontractors:
 - 4.3.1 use the Licensed Technology only for the manufacture, engineering and/or servicing of the Products; and
 - 4.3.2 comply with the confidentiality provisions of this Agreement.

5. LICENSOR'S OBLIGATIONS

- 5.1 Licensor shall:
 - 5.1.1 prepare, file, prosecute, and maintain the Licensed Technology at its sole cost and expense using reasonable care and skill. If one or more elements of the Licensed Technology remains subject to a patent application process or other process to apply for, register or otherwise protect Intellectual Property Rights in the Licensed Technology (an "**Application**"), Licensor shall also:
 - a) keep Licensee currently informed of the filing and progress of all material aspects of the prosecution of such Application and the issuance or extension of Intellectual Property Rights from any such Application; and
 - b) provide Licensee with a copy of such Application, amendments thereto, and other correspondence related to the, and, to the extent reasonably practicable, permit Licensee an opportunity to offer its comments thereon before making a submission to applicable authorities in connection with an Application, Licensor shall consider in good faith Licensee's comments.

- 5.1.2 take all steps necessary to maintain valid registration of the Licensed Technology as applicable and defend any challenges to the Licensed Technology. In the event that Licensor decides not to maintain one or more elements of the Licensed Technology, Licensor shall at least three months prior to any renewal deadline notify Licensee of such decision. If within 30 days of receipt of such notice, the Licensee so requests, then the Licensor shall assign all its rights and title, to the extent applicable to such Licensed Technology to the Licensee.
 - 5.1.3 notify Licensee in writing, to the best of its knowledge, of (i) any changes in the scope or status of the Licensed Technology; and (ii) any challenge or potential challenge to the Licensed Technology and updates thereon.
 - 5.1.4 consult with Licensee concerning any decisions that could affect the scope or enforcement of any issued claims or the potential abandonment of any element of the Licensed Technology.
 - 5.1.5 not grant others the right to make, use, offer to sell, sell, or import products based on the Licensed Technology.
- 5.2 In the event that the Revenues (defined in Annex 3) generated in connection with the use of the license under this Agreement do not reach at least twice the amount of the patent maintenance fee for the Licensed Technology in the relevant year during the monitoring period, the Licensee undertakes to enter into good faith negotiations with the Licensor regarding the payment of a proportional share of the maintenance fee, as agreed by the Parties, to be paid by the Licensee.

6. IMPROVEMENTS

- 6.1 Notice of Improvements. If Licensor identifies an Improvement or files an Application in any jurisdiction concerning any Improvement, Licensor shall promptly, and in any event within seven (7) calendar days, provide written notice to Licensee of such details of the Improvement as Licensee reasonably requires effectively to evaluate the Improvement. Should the Improvement be the subject of an Application, Licensor shall provide to Licensee a copy of the Application within seven (7) calendar days after the filing date of such Application.
- 6.2 License to Improvements. Upon the Licensee's request, the Licensor shall grant the Licensee a license to any Improvements by way of an addendum to this Agreement or by way of a separate agreement, under terms similar to those under which the license is granted pursuant to this Agreement. Any financial contributions made by the Licensee towards the development of the Improvements shall be taken into account within the granted license.
- 6.3 No Grant-Backs. Licensee shall have the right to develop Improvements. All right, title, and interest in any Improvement conceived, made, or reduced to practice by Licensee during the term of this Agreement, and all of Licensee's Intellectual Property Rights relating to any such Improvements, will:
- 6.3.1 as between the Parties, remain the sole and exclusive property of Licensee; and
 - 6.3.2 not be licensed to Licensor, unless the parties otherwise specifically agree in writing.

7. CONFIDENTIALITY

- 7.1 Each Party shall treat as confidential and safeguard all information disclosed by the other Party and its Affiliates under this Agreement (whether in writing, orally, electronically or by other means) which is marked as “Confidential”, “Proprietary” or with a comparable legend at the time of disclosure. Oral or visual Confidential Information must be identified as confidential at the time of disclosure, and subsequently summarized in writing by the Disclosing Party to Receiving Party within five (5) business days. (the “**Confidential Information**”). Notwithstanding the foregoing, information shall be deemed confidential if by its nature or the circumstances surrounding disclosure, it is or reasonably should be understood to be confidential, proprietary, or otherwise sensitive information of the Disclosing Party or its Affiliates. Receiving Party agrees to use Confidential Information solely for the purposes contemplated under this Agreement. The provisions of Clause 7.1 do not apply to such information:
- 7.1.1 which is generally available to the public other than a result of a breach of this Agreement; or
 - 7.1.2 which Receiving Party reasonably has to disclose in order to market, service or repair the Licensed Products; or
 - 7.1.3 which is already in the possession of Receiving Party without restriction prior to any disclosure hereunder; or
 - 7.1.4 which, to the best of Receiving Party’s knowledge after making reasonable enquiries, is or has been lawfully disclosed to Receiving Party by someone who is free lawfully to disclose the same without confidentiality restrictions; or
 - 7.1.5 which is independently developed by Receiving Party or its Affiliates and no Confidential Information disclosed hereunder has been used directly or indirectly in such development; or
 - 7.1.6 whose applicable period of confidentiality pursuant hereto, or such other period specifically agree to in writing by the Parties has ended.
- 7.2 A Party may not distribute, disclose, or disseminate Confidential Information to anyone, except (i) to its and its Affiliates’ Representatives provided always that the Party advises its Representatives of the obligations hereunder and takes reasonable measures to ensure adherence by such Representatives; or (ii) as may be required by applicable law or legal process, in which case Receiving Party shall provide Disclosing Party with prompt written notice of such requirement prior to such disclosure where time permits and, upon Disclosing Party’s request, take reasonable steps to obtain an order protecting Confidential Information from public disclosure; or (iii) as otherwise provided herein.
- 7.3 These confidentiality obligations shall be in effect for a period of five (5) years calculated from the termination or expiration of this Agreement.

8. REPRESENTATIONS, WARRANTIES AND REMEDIES

- 8.1 Mutual Representations and Warranties. Each Party represents and warrants to the other Party that:
- 8.1.1 it is duly organized, validly existing, and in good standing as a corporation or other entity as represented herein under the laws and regulations of its jurisdiction of incorporation, organization, or chartering;

- 8.1.2 it has, and throughout the term of the Agreement will retain, the full right, power, and authority to enter into this Agreement and to perform its obligations hereunder;
 - 8.1.3 the execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary corporate action of the Party; and
 - 8.1.4 when executed and delivered by such Party, this Agreement will constitute the legal, valid, and binding obligation of that Party, enforceable against that Party in accordance with its terms.
- 8.2 Licensor represents and warrants:
- 8.2.1 the Licensed Technology includes all Intellectual Property Rights owned by Licensor or its Affiliates that is necessary or useful for Licensee to further develop, make, use, offer to sell, sell, and import the Licensed Products;
 - 8.2.2 it has, and throughout the Term will retain, the right to grant the license granted to Licensee hereunder, and it has not granted, and is not under any obligation to grant, to any third party any license, lien, option, encumbrance, or other contingent or non-contingent right, title, or interest in or to the Licensed Technology that conflicts with the rights and licenses granted to Licensee hereunder;
 - 8.2.3 that Licensor has complied with all applicable Laws in connection with the Licensed Technology, including but not limited to any disclosure requirements of any applicable patent office, and has timely paid all filing and renewal fees payable with respect thereto;
 - 8.2.4 there is no settled, pending, or threatened litigation, claim, or proceeding alleging that any Intellectual Property Right relating to the Licensed Technology is invalid or unenforceable (including any interference, nullity, opposition, *inter partes*, or post-grant review or similar invalidity or patentability proceedings before patent office), and it has no knowledge of any factual, legal, or other reasonable basis for any such litigation, claim, or proceeding;
 - 8.2.5 the patentability or the validity of the Intellectual Property Rights included within the Licensed Technology; and
 - 8.2.6 the use of the Licensed Technology as contemplated in this Agreement does not constitute infringement of any rights of a third party.
 - 8.2.7 All of the above set forth in Section 8.2 is guaranteed by the Licensor only for the territory in which the Licensed Technology is patented, namely the Czech Republic.

9. INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS

- 9.1 If either Party becomes aware of any third party activities potentially infringing Licensee's rights relating to the Licensed Technology, such Party shall forthwith notify the other of such matters.
- 9.2 If a claim or action is brought against Licensee alleging that the use of the Licensed Technology infringes the intellectual property rights of a third party, Licensee will promptly notify Licensor thereof. Licensor shall, at Licensor's discretion: (i) defend Licensee against, or (ii) support Licensee to defend, or (iii) settle, or (iv) support Licensee to settle any such claims. Licensee agrees to support Licensor as reasonably required by Licensor, and Licensor will reimburse Licensee for reasonably incurred support costs.

- 9.3 If, as a result of an infringement claim, Licensee's use of the Licensed Technology is prevented by a competent court or arbitration body or as a consequence of a settlement by Licensor, Licensor will, at Licensee's option, either:
- 9.3.1 procure for Licensee the right to continue use of the Licensed Technology; or
 - 9.3.2 modify the Licensed Technology to avoid infringement; or
 - 9.3.3 replace the Licensed Technology with an equivalent to avoid infringement; or
 - 9.3.4 terminate this Agreement with regard to the infringing Licensed Technology.
- 9.4 If, as a result of a final, binding and enforceable decision by a competent court or arbitration body, Licensee has to pay compensation to a third party due to claims related to infringements of such third party's intellectual property rights by Licensee's use of the Licensed Patent(s) in accordance with this Agreement, Licensor shall pay such compensation on Licensee's behalf.

10. LIABILITY AND INDEMNITY

- 10.1 Licensor shall indemnify, defend, and hold harmless Licensee and its Affiliates, and each of Licensee's and its Affiliates' respective officers, directors, employees, agents, successors, and assigns (each, an "**Indemnitee**") against all losses, damages, liabilities, costs, and expenses, including reasonable legal fees and other litigation costs arising out of or resulting from any third-party claim, suit, action, or proceeding (each an "**Action**") related to, arising out of, or resulting from Licensor's breach of any representation, warranty, covenant, or obligation under this Agreement. Licensor's obligation to indemnify Licensee applies whether or not Licensor may have been negligent or at fault and does not limit any further compensation rights of Licensee. It does however not apply if the liability or damage was a result of Licensee's breach of its warranties as provided under this Agreement.
- 10.2 Notwithstanding any other provision of this Agreement, except in cases of gross negligence or wilful misconduct, the aggregate liability of the Licensor to the Licensee for all claims of any kind arising from or related to the formation, performance or breach of this Agreement, in warranty, tort, negligence, strict liability or otherwise, shall not exceed 84.000 EUR.

11. EFFECTIVENESS, DURATION AND TERMINATION

- 11.1 This Agreement comes into effect on the date specified on the first page of this Agreement. Unless terminated in accordance with its provisions, this Agreement remains in force for ten (10) years. Thereafter, it will be automatically renewed for periods each of one (1) year unless terminated by either Party giving to the other not less than ninety (90) calendar days written notice of such termination prior to the renewal date. The number of renewals is not limited save that the Agreement shall remain in force until expiration or invalidation of the last Licensed Technology.
- 11.2 If this Agreement has to be registered or filed for authority approval or for any other purposes under applicable laws in Licensee's country, Licensee shall inform Licensor and Licensor shall, in accordance with Licensee's instructions, take the necessary actions on its own or on Licensee's behalf or support Licensee in so doing. Licensor shall keep Licensee informed about the status and send certified copies of the relevant original documents and, if necessary, English translations. Any cost incurred in connection with such registrations or filings shall be borne by Licensor. If this Agreement is considered

effective only after it has been registered, filed or approved, it will come into effect on the day of receipt of the last authority registration or approval document by Licensee.

- 11.3 The Parties acknowledge that this Agreement will be published in the Contract Register in the Czech Republic pursuant to Act No. 340/2015 Coll., on the Special Conditions of Effectiveness of Certain Contracts, the Publication of These Contracts, and the Contract Register (the Contract Register Act). The publication, as referred to in the previous sentence, shall be carried out by the Licensor in accordance with the agreement of the Parties.
- 11.4 Licensee may terminate this Agreement with immediate effect by notice in writing to Licensor if:
- 11.4.1 Licensor is in material breach of its obligations under this Agreement, such breach being incapable of remedy;
 - 11.4.2 Licensor is otherwise in breach of its obligations under this Agreement and fails to remedy such breach within seven (7) calendar days of notice of receipt of notice thereof; or
 - 11.4.3 there is any adverse change in the position, financial or otherwise, of Licensor, whereby, and without limitation, Licensor becomes insolvent, or an order is filed or made for bankruptcy/winding up of Licensor, or documents are filed with a court of competent jurisdiction for the appointment of an administrator of Licensor, or Licensor makes any arrangement or composition with its creditors, or makes an application to a court of competent jurisdiction for the protection of its creditors in any way, or any similar action is taken against or by Licensor by reason of its insolvency or in consequence of debt; or
 - 11.4.4 there is a change in control of Licensor.
- 11.5 Licensor may terminate this Agreement with immediate effect by notice in writing to Licensee if:
- 11.5.1 Licensee is in material breach of its obligations under this Agreement, such breach being incapable of remedy;
 - 11.5.2 Licensee is otherwise in breach of its obligations under this Agreement and fails to remedy such breach within seven (7) calendar days of notice of receipt of notice thereof; or
 - 11.5.3 there is any adverse change in the position, financial or otherwise, of Licensee, whereby, and without limitation, Licensee becomes insolvent, or an order is filed or made for bankruptcy/winding up of Licensee, or documents are filed with a court of competent jurisdiction for the appointment of an administrator of Licensee, or Licensee makes any arrangement or composition with its creditors, or makes an application to a court of competent jurisdiction for the protection of its creditors in any way, or any similar action is taken against or by Licensee by reason of its insolvency or in consequence of debt.
- 11.6 Licensee may terminate this Agreement without cause by providing at least thirty (30) calendar days' prior written notice to Licensor.
- 11.7 In the event of termination of this Agreement howsoever arising, and subject to any express provisions set out elsewhere in this Agreement:

- 11.7.1 all rights and licenses granted to Licensee shall cease, and Licensee shall cease to use the Licensed Technology;
- 11.7.2 Licensee shall, if requested in writing by Licensor, return or destroy all technical and promotional material relating to the Licensed Products and the Licensed Technology, including but not limited to the documentation transferred to Licensor in connection with paragraph 1 of Annex 1 to this Agreement (except as required to be retained by applicable law, or to the extent archived on back-up or similar systems, in which case obligations of Confidentiality set out in Clause 7 shall continue to apply);
- 11.7.3 Licensor shall delete all Confidential Information disclosed to it by Licensee (except as required to be retained by applicable law, or to the extent archived on back-up or similar systems, in which case obligations of Confidentiality set out in Clause 7 shall continue to apply);
- 11.7.4 Licensee has the right to dispose of all stocks of the Licensed Products in its possession and all Licensed Products in the course of manufacture, engineering and/or servicing at the date of termination, provided that any License Fees payable under Clause 3 (as if such stocks had been supplied at the date of termination) shall be received within a period of one (1) year following termination.
- 11.8 Termination of this Agreement howsoever arising is without prejudice to any rights Licensee may have accrued by the date of such termination.
- 11.9 Termination Due to Non-Sale of Products:
- If the Licensee fails to sell any Licensed Product for a continuous period of two (2) years commencing after three (3) years from the Effective Date of this Agreement, the Licensor shall have the right to require the Licensee to enter into good faith negotiations regarding termination of the license granted under this Agreement. The purpose of this provision is to ensure that the Licensed Technology is actively utilized, and that the Licensed Products do not remain dormant due to the Licensee's decision to cease further development or commercialization efforts. The terms and conditions of such a termination shall be agreed upon by the Parties in writing.

12. INTEGRITY PROVISIONS

- 12.1 Each Party agrees to comply with all relevant legislation, regulations, and codes of practice, guidance, and other requirements of any relevant governmental authority applicable and in accordance with generally accepted best practice of the relevant industry.
- 12.2 Each Party warrants to the other Party that it has not made and will not, directly or indirectly, and that it has no knowledge that other persons will, directly or indirectly, make or promise to make any payment, gift or other commitment to its customers, to government officials or to agents, directors and employees of each Party, or any other party in a manner contrary to applicable laws (including but not limited to the U.S. Foreign Corrupt Practices Act, the UK Bribery Act 2010 and, where applicable, legislation enacted by member states and signatories implementing the OECD Convention Combating Bribery of Foreign Officials), and shall comply with all relevant laws, regulations, ordinances and rules regarding bribery and corruption including by implementing adequate procedures designed to prevent bribery. Nothing in the Agreement will render either Party or any of its Affiliates liable to reimburse the other for any such consideration given or promised.

12.3 Export controls

- 12.3.1 Each party represents and warrants that no goods, materials, equipment, components, parts, technology, or services that are included in, incorporated into, or provided in connection with the Licensed Products originate in, or are transhipped through, Russia, Belarus, or in any country or region that is subject to a comprehensive embargo maintained by Switzerland, the European Union, the United States, or any government authority that each party deems, in its sole discretion, may impose penalties or other measures against each party (a Relevant Government Entity).
- 12.3.2 Each party represents and warrants that it is not a person subject to economic or financial sanctions imposed by a Relevant Government Entity (a Sanctioned Person), including any person included on the US Specially Designated Nationals (SDN) and Blocked Persons List. Each party acknowledges that Sanctioned Persons may include persons who are not explicitly included on any sanctions list maintained by a Relevant Government Entity, but also persons who are directly or indirectly owned 50 percent or more in the aggregate, or controlled, by one or more Sanctioned Persons. Each party further represents and warrants that no Sanctioned Person has any property interest, financial interest, or other interest in the Licensed Products and that the provision of the Licensed Technology under the Licensed Products shall not involve the transferring, paying, exporting, or withdrawing of any property or interests in property of any Sanctioned Person. Each Party agrees that it shall promptly notify the other Party if it becomes a Sanctioned Person.
- 12.4 Licensor herewith acknowledges and confirms that it has received a copy of ABB's Code of Conduct and ABB's Supplier Code of Conduct, or has been provided information on how to access both ABB's Code of Conduct online under www.abb.com/Integrity. Licensor agrees to perform its contractual obligations in accordance with both Abb Codes of Conduct.
- 12.5 Licensee has established the following reporting channels where Licensor and its employees may report suspected violations of applicable laws, policies or standards of conduct through the web portal www.abb.com/integrity - Reporting Channels (contact details are specified on this web portal) and Licensor shall ensure that such reporting channels are used to report any suspected violations.
- 12.6 Either Party's material violation of any of the obligations contained in this Clause may be considered by the other Party to be a material breach of the Agreement and shall entitle such Party to terminate such Agreement with immediate effect, without prejudice to any further right or remedies under the Agreement or applicable law.

13. GENERAL

- 13.1 **Assignment.** Licensor must not assign, transfer, charge, encumber or otherwise deal with the whole or any part of this Agreement or its obligations under it without Licensee's prior written consent. Licensee may assign, transfer, charge, encumber, subcontract or deal in any other manner with this Agreement or parts thereof.
- 13.2 **Severability.** If one or more provisions of this Agreement is or becomes invalid, this shall not affect the validity or enforceability of this Agreement as a whole. The Parties shall

endeavour, in due form, to replace the invalid provisions with a new provision or to fill the gap with a provision which best enables the economic purpose pursued to be achieved.

- 13.3 No waiver. No term or provision hereof will be considered to have been waived by either Party, and no breach consented to by either Party, unless such waiver or consent is in writing and is signed by the Party against whom the waiver or consent is asserted. No consent to or waiver of a breach by either Party will constitute a consent to, waiver of, or excuse for any other, different, or subsequent breach by such Party.
- 13.4 Amendment. No amendment, modification, or supplement of any provisions of this Agreement will be valid unless made in writing and signed by duly authorised representatives of both Parties.
- 13.5 Further documents. The Parties shall execute all further documents as may be necessary to give full effect to the terms of this Agreement and to protect the rights of the Parties under it.
- 13.6 Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof. This Agreement supersedes all prior representations, discussions, negotiations, letters, proposals, agreements, and understanding between the Parties with respect to the subject matter hereof, whether written or oral. Neither Party has been induced by or relied upon any representations, warranties or statements, whether express or implied, made by the other Party or any of its Affiliates, or any agent, employee, attorney or other representative of such other Party or its Affiliates, that are not expressly set forth herein, or in any exhibits attached hereto, whether or not any such representations, warranties or statements were made in writing or orally.
- 13.7 Notice and language. Any notice, request, demand or other communication permitted or required to be given hereunder shall be in the English language and shall be sent by one of the following means and shall be deemed conclusively to have been given: (a) on the third business day following the day deposited with a nationally recognized airmail or express mail delivery service with an order for express international delivery, with the cost of delivery prepaid; (b) on the day of receipt, when delivered by registered letter; (c) on the date delivered by a private courier as established by the sender by evidence obtained from such courier; or (d) if delivered by other means, when actually received by the addressee, in each case to the respective Party at the address set forth below, or at such other address as such Party may specify by written notice to the other Party hereto. A copy of the notice may also be sent by email to the email address specified below:

To Licensee:

ABB

Attention:



To Licensor:

VSb – Technical University of Ostrava

Attention:



- 13.8 Independent Contractors. The Parties are independent contractors. Neither Party is, nor will be deemed to be, an agent, legal representative, joint venturer or partner of the other Party for any purpose. Neither Party will be entitled to: (a) enter into any contracts in the name of or on behalf of the other Party; (b) pledge the credit of the other Party in any way or hold itself out as having authority to do so; or (c) make commitments or incur any charges or expenses for or in the name of the other Party.

- 13.9 Choice of Law. The interpretation, validity and performance of this Agreement shall be governed by the laws of Czech Republic, without regard to any rules pertaining to conflict of law provisions. The provisions of the United Nations Convention on Contracts for the International Sale of Goods (CISG) shall be excluded.
- 13.10 Any and all disputes under the Contract, including but not limited to the disputes in connection with execution and validity thereof, shall be settled by the Arbitration Court at the Economic Chamber of the Czech Republic and the Agricultural Chamber of the Czech Republic in Prague in accordance with the Act No. 216/1994 Col., on arbitrary proceeding. The arbitration board shall consist of three arbitrators. The parties shall appoint one arbitrator each. The third arbitrator, the chairmen, shall be appointed upon agreement of the first two arbitrators. Should these arbitrators fail to reach an agreement, the third arbitrator shall be appointed by the chairman of the above-mentioned Arbitration Court.
- 13.11 Signature. Each party accepts the terms of this Agreement by signing this Agreement. This Agreement may be signed in one or more counterparts (including digital copies of original signatures), each of which will be deemed to be an original and all of which when taken together will constitute the same agreement. Once signed, any reproduction of this Agreement made by reliable means is considered an original. The Parties acknowledge electronic signature (e.g. Adobe Sign, DocuSign or similar which ensures identification of the issuer and the integrity of the document) applied by authorized persons, to be sufficient and binding for entering into this Agreement and for any documents related to this Agreement, including, without limitation, documents which require written form, or which require to be signed by the Parties.

Licensor (VSB)

Signature, name, date

Václav
Snášel

Digitálně
podepsal Václav
Snášel
Datum: 2024.12.04
11:18:19 +01'00'

Licensee (ABB)

Signature, name, date

Jiri Hallman

Jiri Hallman (4. 12. 2024 12:58 GMT+1)

Signature, name, date

Petr Kucera

Petr Kucera (5. 12. 2024 09:09 GMT+1)

ANNEX 1

LICENSED TECHNOLOGY

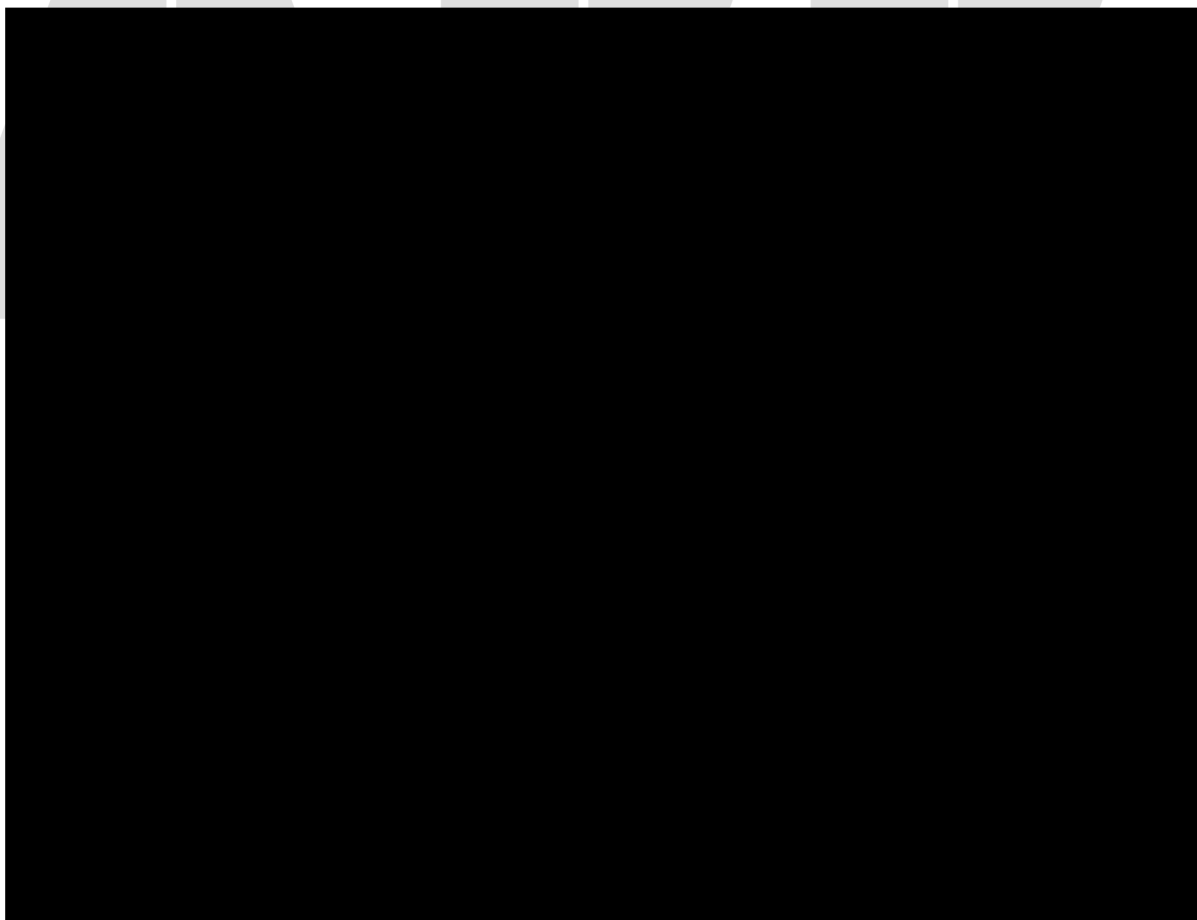
1. Licensed Technology

Licensed Technology means:

Technology for manufacturing, engineering and/or servicing of the Licensed Products as defined in Annex 2. It contains methods, tools, parameters and programs for manufacturing, engineering and/or servicing of the Licensed Products, including the following:

Technology regarding:

The technology for monitoring the robotic welding process and detecting defects in faulty welds, as defined in patent CZ 308321 B6, titled " Measuring set for continuously evaluating quality during robotic welding" Application No.: 2019-114, filed on February 27, 2019, with the Industrial Property Office of the Czech Republic. The patent was granted on March 26, 2020, and published in Bulletin 19/20 on May 6, 2020. The inventors are David FOJTÍK, Petr PODEŠVA, Miroslav MAHDAL, Jan GEBAUER, and Milan MIHOLA. The patent holder is Vysoká škola báňská - Technical University of Ostrava, Ostrava-Poruba, Czech Republic. The full text of the patent is available at: <https://isdv.upv.gov.cz/doc/FullFiles/Patents/FullDocuments/308/308321.pdf>.





2. Exclusions from Licensed Technology

The Intellectual Property Rights regarding the following items are expressly excluded from this Agreement:

The drawing documentation (dimensions and final appearance of the technology, sensor, printed circuit boards, etc.) is not relevant for the license.

The detailed specification of individual electronic components (e.g., 10k resistor) which does not require specification of materials, colors, dimensions, manufacturer, etc.

3. Documentation of Licensed Technology

The Licensed Technology is documented as follows:

The analog input module of the intelligent sensor is documented using circuit diagrams of electronic components, including a description of their parameters.

The digital module of the intelligent sensor is documented using circuit diagrams of electronic components, including a description of their parameters.

The operator workstation software is documented in the form of source files written in C#.

The firmware of the intelligent sensor is documented through source files written in C for the KEIL development environment project.

The housing of the intelligent sensor is documented with a 3D model in STEP format.

The connector of the intelligent sensor is documented with a 3D model in STEP format.

Copy of patent CZ 308321 B6.

4. Transfer of documentation of the Licensed Technology

Documentation of the Licensed Technology required to facilitate the use of the Licensed Technology by Licensee as contemplated by this Agreement, will be transferred by Licensor to Licensee by handing over of copies in a generally accepted format and in English language, or by granting access to the relevant parts of the data files, databases and data network system of Licensor within twenty one (21) calendar days after effectiveness of this Agreement.

ANNEX 2

LICENSED PRODUCTS

Licensed Products (including related parts, spare parts and technical services):

1. The products that may be manufactured, engineered and/or serviced under this Agreement are the following:

Set for monitoring the robotic welding process and detecting defects in faulty welds.

2. For avoidance of doubt: specifically excluded from this Agreement are the following products:

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ANNEX 3

LICENSE FEES

DEFINITION OF “REVENUES” ACCORDING TO THIS AGREEMENT

Revenues under this Agreement are defined as Licensee's total sales of Licensed Products supplied to third parties, any related parties, and to ABB Affiliates. Revenues do not include value added tax or any similar sales taxes, bonuses or trade discounts granted to customers.

1. Licensee shall pay to Licensor the following non-refundable amounts (without VAT) within sixty (60) calendar days following the Effective Date and following receipt of Licensor's invoice:
[REDACTED]
2. Licensee shall pay License Fees calculated as a percentage of Revenues as defined in Annex 3. The percentage is:
[REDACTED]
3. The License Fees are based on the Revenues as defined in Annex 3. If Licensor and Licensee agree for practical or other reasons to use for the calculation of the License Fees an amount of revenues being lower than the amount of Revenues, the percentage of revenues shall be increased accordingly to compensate the reduced revenue basis.
4. The License Fees are due in EUR.
5. License Fees are invoiced yearly based on actual Revenues of the previous 12 months.
6. The first License Fees under this License Agreement will be calculated on November 1st 2026 (therefore always for period November 1st – October 31st).
7. The Licensee shall be obliged to submit to the Licensor, no later than by November 14th of each year, a written report on the Revenues achieved, sent to the contact details of the Licensor as specified in Section 13.7.
8. The Licensee shall be obliged to allow the Licensor or a person authorized by the Licensor to inspect the relevant accounting documents, records, or other documentation in order to determine the amount of Revenues related to the license granted under this Agreement, provided that the Licensee receives prior written notice of at least 14 days before the scheduled date of the inspection (audit). If the Licensee provides information designated as confidential to the Licensor, the Licensor shall not disclose such information to any third party nor use it for its own purposes in a manner contrary to the purpose for which it was provided. The inspection may not be conducted more than once per year.
9. License Fee payments shall be due 60 days from 1st day of coming month after the invoice date.
10. In the event that the production of Licensed Products is to be transferred to any entity other than the Licensee, including ABB affiliates, the Licensee undertakes to inform the Licensor of this intention in advance in writing. All rights and obligations under this Agreement, including the terms of payment of License Fees, must in such a case be transferred to the entity responsible for the production of the Licensed Products.