

MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Agreement**”) is entered into as of October 24, 2024 (the “**Effective Date**”) by and between **VANTAI, INC.**, a Delaware corporation having a place of business at 116 East 16th Street, 12th Floor, New York, NY 10003 (“**VantAI**”) and **Mikrobiologický ústav AV ČR, v.v.i. (Institute of Microbiology of the CAS, v. v. i.)**, ID No.: 61388971 having its seat at Vídeňská 1083, 142 20 Prague 4 - Krč (“**IMIC**”). VantAI and IMIC may be referred to herein individually as a “**Party**” and collectively as the “**Parties**.”

1. DEFINITIONS. As used in this Agreement:

1.1 “Affiliate” means a corporation, partnership or other business or public entity, that, directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, that Party. A corporation or other entity is regarded as in control of another corporation or entity if it (i) owns or controls, directly or indirectly, fifty percent (50%) or more of the share capital or voting rights of such corporation or other entity, (ii) has the right to appoint directors entitled to cast a majority of the votes on each matter presented to the board of directors or other governing body of such corporation or other entity or (iii) has the power to direct or cause the direction of the management or policies of such corporation or other entity, whether through the ownership of voting securities, by contract or otherwise. IMIC is controlled by Czech Academy of Sciences, ID No.: 60165171, having its seat at Národní 3, 110 00 Praha 1.

1.2 “Applicable Laws” means all relevant federal, state and local laws, statutes, rules, and regulations that are applicable to a Party’s activities hereunder.

1.3 “VantAI Contact” means the VantAI contact person for a particular Statement of Work as identified in the Statement of Work.

1.4 “Deliverables” means the items to be provided or actually provided by IMIC to VantAI under this Agreement, including items specifically designated or characterized as deliverables in a Statement of Work.

1.5 “FDA” means the United States Food and Drug Administration or any successor entity thereto.

1.6 “Intellectual Property” or “IP” means ideas, concepts, discoveries, inventions, developments, know-how, trade secrets, techniques, methodologies, modifications, innovations, improvements, writings, documentation, electronic code, data and rights (whether or not protectable under state, federal or foreign patent, trademark, copyright or similar laws) or the like, whether or not written or otherwise fixed in any form or medium, regardless of the media on which contained and whether or not patentable or copyrightable.

1.7 “Materials” means those materials supplied by VantAI for use in connection with the Services.

1.8 “Services” means the services specifically set forth in a Statement of Work.

1.9 “Specifications” means any procedures, process parameters, analytical tests and other attributes and written specifications for the Services and Deliverables included in a Statement of Work.

2. SERVICES

2.1 Statements of Work. From time to time, VantAI may submit to IMIC written work orders substantially in the form of Exhibit A that specify the Services to be performed and any Deliverables to be provided by the IMIC under such work orders, as well as the terms and conditions (including Specifications (if applicable), delivery and performance schedules, and fees) under which IMIC will perform such Services. Upon acceptance of a work order by IMIC (in writing or by performance as set forth below), such work order shall become a **“Statement of Work.”** If IMIC begins to perform services under a work order, IMIC shall be deemed to have accepted such work order in the form submitted by VantAI. IMIC is not authorized to perform any services on behalf of VantAI, other than pursuant to a Statement of Work established as set forth above. VantAI hereby consents to IMIC’s use of certain Intellectual Property of VantAI, its parent or affiliates, or its licensors, as specified in a Statement of Work, solely as necessary to perform the Services under that Statement of Work. Such consent shall automatically terminate upon the completion of the applicable Statement of Work and is limited by the terms of this Agreement. In the event of any conflict between this Agreement and a Statement of Work, this Agreement shall control unless the Statement of Work expressly refers to the Parties’ intent to alter the terms of this Agreement with respect to that Statement of Work. For clarity, VantAI shall have the right at all times to retain third parties other than IMIC to provide services similar or identical to the Services provided under this Agreement.

2.2 Participation of Affiliates. Affiliates of VantAI may participate in this Agreement by executing their own Statements of Work and agreeing in such Statement of Work to be bound by this Agreement. Each Affiliate of VantAI that participates hereunder shall be severally and solely responsible for its own transactions, conduct, actions, inactions, liabilities, etc. arising as a result of such Affiliate’s participation hereunder. Neither VantAI, nor any Affiliate of VantAI shall be responsible for any transactions, conduct, actions, inactions or liabilities of any other participating Affiliates of VantAI as a result of this Agreement. For the avoidance of doubt any Affiliate of VantAI who enters into a Statement of Work hereunder shall be defined as “VantAI” in lieu of VantAI, Inc. for the purposes of such Statement of Work and shall enjoy the rights and assume the obligations set forth in this Agreement with respect to such Statement of Work.

2.3 Performance of Services. IMIC shall perform the Services in accordance with the terms of this Agreement, the applicable Statement of Work, and all Applicable Laws. IMIC shall provide, at its own expense, a place of work (unless the Statement of Work requires the IMIC to perform the Services on VantAI’s premises), and all equipment, tools, and other materials necessary to complete the Statement of Work.

2.4 Change Proposals. Upon the receipt of a proposal from VantAI to change the terms of a Statement of Work (a **“Change Proposal”**), IMIC shall promptly provide: (a) any information requested in such proposal; and (b) its written acceptance or rejection of the proposal. IMIC may not reject any Change Proposal that does not materially shorten the delivery or performance schedule or materially alter the Services or Deliverables, and may not unreasonably reject any other Change Proposal. If IMIC begins to adhere to a Change Proposal or does not reject the Change Proposal in writing within five (5) days after its receipt thereof, IMIC shall be deemed to have accepted such Change Proposal. The submission or reasonable rejection of a Change Proposal shall not constitute a breach of this Agreement. A Change Proposal may, but need not, include an increase in fees payable under the Statement of Work.

2.5 Project Manager. IMIC shall appoint one of its employees as the **“Project Manager”** for each Statement of Work. The Project Manager shall be responsible for all aspects of the Services under such Statement of Work through completion of such Services. Such Project Manager shall regularly report progress on such Statement of Work to the VantAI Contact for such Statement of Work, and coordinate with such VantAI Contact for the performance of the Services. Unless otherwise agreed, all communications between VantAI and IMIC regarding the conduct of the Services pursuant to a Statement

of Work shall be addressed between such Project Manager and VantAI Contact. The Project Manager shall use his/her best efforts to respond to any communication from VantAI within two (2) business days of his/her receipt of such communication.

2.6 Timelines. IMIC shall use all reasonable efforts to comply with any timelines, milestones, schedules or target dates for completing the Services or any portion thereof as set forth in such Statement of Work. If at any time IMIC anticipates a delay in meeting such timelines for a given Statement of Work, IMIC shall promptly notify VantAI in writing of such anticipated delay and the estimated duration of such delay.

2.7 Records. IMIC shall create and maintain written records of the data and other information generated or recorded in the performance of the Services (the “**Project Records**”) and other information related to the performance of the Services in a timely, accurate, complete, and legible manner. IMIC shall maintain the Project Records in compliance with the terms and conditions of this Agreement, all applicable Statements of Work, and Applicable Laws. IMIC shall maintain the Project Records in a professional manner so as to permit VantAI to review the Project Records in full without disclosing to VantAI any third party confidential or proprietary information in any review that VantAI may perform hereunder. IMIC shall not destroy any Project Records without VantAI’s written consent. IMIC shall make the Project Records available for VantAI’s inspection and copying during regular business hours and upon reasonable advance notice. During the course of conducting the Services, IMIC shall, at VantAI’s request and expense, provide VantAI with copies of the Project Records. Promptly upon expiration or termination of a Statement of Work, IMIC shall transfer to VantAI all Project Records related to such Statement of Work or, at VantAI’s request, shall maintain the Project Records for a period not to exceed one (1) year. Notwithstanding any of the foregoing, IMIC shall be permitted to retain all Project Records to the extent necessary to comply with its obligations under Applicable Laws.

2.8 Additional Agreements. IMIC shall ensure that each of its employees who will have access to any Confidential Information or perform any Services has entered into a binding written agreement that protects VantAI’s rights and interests to at least the same degree as Sections 2.10, 2.11, 5, 6 and 7 of this Agreement.

2.9 Subcontracting. IMIC shall not subcontract or otherwise delegate any of its obligations under this Agreement without VantAI’s express prior written consent, to be given on a case-by-case basis for each specific subcontractor proposed by IMIC for a specific task. Upon receipt of such consent, before allowing any such subcontractor to begin performing such task, IMIC shall enter into a written agreement with such subcontractor that obligates such subcontractor (and its personnel involved in the performance of such task) to be bound by the terms and conditions of this Agreement (including the Statement of Work(s) applicable to the task to be performed by such subcontractor), in the same manner as such terms and conditions apply to IMIC. IMIC shall be responsible for the direction and coordination of the services of each subcontractor, and shall ensure the subcontractor’s compliance with the terms and conditions of this Agreement. All such subcontractors shall be retained directly by IMIC and no contractual relationship shall be created between VantAI and subcontractors, other than VantAI’s position as a third-party beneficiary of the services of subcontractors and to the written agreements between the IMIC and the subcontractors as set forth above. VantAI shall have no obligation to pay any subcontractor, and IMIC shall do so using the payment submitted by VantAI as part of the overall budget set forth in the Statement of Work. VantAI’s consent to a subcontractor shall not in any way relieve IMIC of any duty or responsibility under this Agreement. As between VantAI and IMIC, IMIC shall be the party obligated and responsible for the performance of all Services hereunder, regardless of whether any portion of such Services are delegated pursuant to this Section 2.9.

2.10 Employees. Subject to Section 2.8, IMIC shall conduct the Services solely through its employees and not through any consultants, agents or the like. In addition, VantAI reserves the right to

refuse or limit IMIC's use of any employee or to require IMIC to remove any employee already engaged in the performance of the Services. VantAI's exercise of such right shall in no way be construed as relieving IMIC from its obligations under this Agreement.

2.11 Access to VantAI Premises. In the event that the Services, or any portion thereof, are to be performed on VantAI's premises, VantAI shall grant reasonable access to its premises to the employees of the IMIC to the extent necessary for the performance of such Services, for the sole purpose of permitting such employees to perform such Services. In order to expedite security processing, IMIC shall give 24-hour advance notice to the applicable VantAI Contact prior to IMIC's initial entry onto VantAI's premises, informing such VantAI Contact the timing of such proposed entry, as well as the names of IMIC's employees to be processed. At the time of initial entry, the employees specified in the preceding sentence shall report to the location directed by VantAI for security processing. VantAI shall issue appropriate identification badges and/or access cards which will give such employees entry to VantAI's premises for the performance of the Services. Badges remain the property of VantAI. IMIC shall promptly report any missing badges to VantAI, and IMIC shall return the badges to VantAI upon completion of the Services to be performed on VantAI's premises. IMIC shall instruct such employees to wear the badges in plain sight at all times while working within the limits of VantAI's premises. IMIC shall ensure that such employees comply with all instructions given by VantAI employees or security personnel, and any other access or other restrictions that may be imposed by VantAI.

2.12 Materials. To the extent specified in a particular Statement of Work, VantAI shall provide IMIC with sufficient amounts of the Materials for the IMIC to perform the Services. Title to the Materials shall remain with VantAI. IMIC shall use the Materials solely to perform the Services under such Statement of Work and for no other purpose, and in compliance with VantAI's instructions and Applicable Laws. IMIC shall not sell, transfer, disclose or otherwise provide access to the Materials to any person or entity without the prior written consent of VantAI, and IMIC shall not reverse engineer or otherwise attempt to determine the structure, composition or individual components of the Materials. Upon completion of the applicable Services or earlier upon VantAI's request, IMIC shall, according to VantAI's instructions, return the Materials to VantAI or destroy the Materials and certify such destruction in writing.

2.13 Reports. Upon completion of all Services under a Statement of Work, or at such other times as set forth in the applicable Statement of Work, IMIC shall provide VantAI with a written report summarizing all Project Records and Services completed to date for such Statement of Work, in both electronic and hard copy. All such reports shall be deemed Confidential Information of VantAI.

3. INDEPENDENT IMIC RELATIONSHIP. IMIC's relation to VantAI under this Agreement is that of an independent contractor. Nothing in this Agreement is intended or should be construed to create a partnership, joint venture, or employer-employee relationship between VantAI and any of IMIC's employees or agents. IMIC is not the agent of VantAI and is not authorized, and must not represent to any third party that it is authorized, to make any commitment or otherwise act on behalf of VantAI. Without limiting the generality of the foregoing:

3.1 Benefits and Contributions. Neither IMIC nor any of its employees or agents is entitled to or eligible for any benefits that VantAI may make available to its employees, such as group insurance, profit-sharing, or retirement benefits. Because IMIC is an independent contractor, VantAI will not withhold or make payments for social security, make unemployment insurance or disability insurance contributions, or obtain workers' compensation insurance on behalf of IMIC or any of its employees or agents.

3.2 Taxes. IMIC is solely responsible for filing all tax returns and submitting all payments as required by any federal, state, local, or foreign tax authority arising from the payment of fees to IMIC under this Agreement, and agrees to do so in a timely manner. If applicable, VantAI will report the fees paid to

IMIC under this Agreement by filing Form 1099-MISC with the Internal Revenue Service as required by law.

4. COMPENSATION

4.1 Fees. Subject to the terms and conditions of this Agreement, VantAI shall pay IMIC the fees specified in each Statement of Work ("**Fees**") as IMIC's sole and complete compensation for all Services, Deliverables, and Intellectual Property rights provided by IMIC under this Agreement. No other fees shall be owed by VantAI under this Agreement. IMIC shall register for bill.com and submit an itemized and detailed invoice to VantAI on a monthly basis or in accordance with the payment schedule set forth in the applicable Statement of Work; otherwise, all invoices shall be sent to accountspayable@vant.ai. In no event shall the total amount invoiced under a particular Statement of Work exceed the budget set forth in such Statement of Work, unless as amended by an executed Change Proposal. IMIC shall not submit for payment any invoice for services not previously authorized by VantAI pursuant to an executed Statement of Work or Change Proposal. In no event shall VantAI be liable for fees and/or expenses incurred by IMIC in connection with any services or other work performed by IMIC without VantAI's previous written authorization.

4.2 Expenses. Unless expressly provided otherwise in the applicable Statement of Work, VantAI shall reimburse IMIC for any reasonable expenses for travel undertaken at VantAI's request, and other out-of-pocket expenses previously approved by VantAI in writing, that are incurred by IMIC or any of its employees in performing the Services (the "**Expenses**"), on the condition that: (a) IMIC provides VantAI with invoices for such Expenses and adequate supporting documentation for such invoices; and (b) IMIC complies with VantAI's travel policy for the submission and verification of such expenses. IMIC is responsible for obtaining the then-current version of such policy before submitting any invoice for reimbursement.

4.3 Payments. Unless otherwise expressly provided in the applicable Statement of Work payment to IMIC of undisputed Fees and Expenses shall be due sixty (60) days following VantAI's receipt of the invoice for such Fees and Expenses submitted by IMIC pursuant to Section 4.1 or 4.2 above.

4.4 Acceptance of Services. VantAI shall have the right to accept or reject the Service and/or Deliverable, or any portion thereof, in writing within five (5) business days from receipt thereof. Such acceptance or rejection shall be consistent with the criteria set forth in the Statement of Work, if any. If VantAI does not reject in writing within five (5) business days, the Service and/or Deliverable shall be considered accepted by VantAI. VantAI shall clearly state in writing the reasons for any rejection. Within five (5) business days of any notice of rejection, IMIC shall present a corrective plan of action to VantAI. Upon approval by VantAI of the corrective plan, IMIC, at no additional expense to VantAI, shall then make the corrections and, where applicable, IMIC shall resubmit the corrected Service or Deliverable to VantAI.

4.5 Disputed Amounts. For disputed invoices or the disputed portion of an invoice, VantAI shall use reasonable efforts to provide to IMIC, in writing, within ten (10) business days, a description of the disputed amounts. VantAI and IMIC shall negotiate in a timely, good faith manner to resolve billing queries.

5. AUDITS

5.1 Audit. IMIC shall maintain accurate and complete records and accounts relating to Services provided hereunder, and, in accordance with generally-accepted accounting principles, complete and accurate records of expenses incurred sufficient to document the Fees and Expenses invoiced to VantAI for at least three (3) years following the date of the invoice ("**Records and Accounts**"). Upon request by

VantAI provided with reasonable prior notice, IMIC shall allow VantAI or VantAI's authorized representatives to visit IMIC's facilities during normal business hours to observe and verify IMIC's compliance with this Agreement, review the Records and Accounts, inspect those facilities of IMIC which are being utilized in the Services, and/or to make copies of relevant records. Records and Accounts shall be maintained for a period of three (3) years after the creation of the applicable Record or Account. In order to assure the quality of IMIC's performance of the Services hereunder, VantAI will be entitled to perform such audits no more than two (2) times in any twelve (12) month period; provided, however, VantAI may also visit IMIC's offices with reasonable frequency during normal business hours to discuss the progress of the Services. In the event said audits exceed two (2) times in any twelve (12) month period, VantAI shall reimburse IMIC for costs and expenses actually incurred by IMIC in connection with the additional audits, provided, however, that if VantAI discovers that IMIC has been overcharging VantAI as a result of such audit, IMIC will refund the amount of any overcharging that is not disputed in good faith by IMIC. In addition, if the amount of any such undisputed overcharge exceeds 10% of the amounts actually due during the period being audited, IMIC shall reimburse VantAI for the costs of any said additional audit. All Records and Accounts shall be deemed Confidential Information under the Confidentiality Agreement.

5.2 Monitoring. IMIC shall cooperate with any requests by VantAI to monitor the Services in order to verify that the Services are being performed in accordance with this Agreement and in a timely and satisfactory manner. IMIC shall use its best efforts to facilitate any such monitoring, including providing access to IMIC's employees, agents, equipment, and facilities.

5.3 Regulatory Inspections. IMIC shall promptly notify VantAI of any regulatory inspections relating to the Services by a duly authorized representative ("**Inspector**") of any government agency or other regulatory entity, of which it becomes aware. IMIC shall provide VantAI with the following data as soon as practicable: (a) the purpose of the inspection, (b) the name and credential number of the Inspector, and (c) a copy of the form(s) issued by the Inspector, if any. Unless otherwise required by law, IMIC shall not permit any inspections relating to the Services or VantAI's Confidential Information until further instructions are received from VantAI. Unless otherwise required by law, IMIC shall not provide any copies of the Statement of Work or other Confidential Information of VantAI to the Inspector and shall forward any requests for such materials by an Inspector to VantAI. VantAI shall have the primary responsibility for preparing any responses relating to the Materials that may be required by the government agency or regulatory entity, and IMIC shall have the primary responsibility for preparing any responses relating to the method of performing the Services and IMIC's operations and procedures; *provided, however*, that IMIC shall provide any proposed correspondence with government agencies related to the Services to VantAI for review and approval before submission. IMIC shall take all reasonable actions requested by VantAI to cure deficiencies as noted during any such inspection.

6. INTELLECTUAL PROPERTY

6.1 VantAI Intellectual Property. VantAI and/or its parent or affiliates shall retain all right, title and interest in and to all Intellectual Property and know-how owned or known by VantAI and/or its parent or affiliates prior to the Effective Date or made or acquired by VantAI during the Term.

6.2 IMIC Intellectual Property. Subject to the licenses set forth in Section 6.4, IMIC shall retain all right, title and interest in and to all Intellectual Property owned by IMIC prior to the Effective Date or made by IMIC during the Term independently of this Agreement. All such Intellectual Property, and all Intellectual Property otherwise controlled by IMIC as of the Effective Date, or independently of this Agreement during the Term, shall be the "**IMIC Background IP.**" As used in this Section 6.2, "control" means, with respect to any Intellectual Property, that IMIC owns or has a license to such Intellectual Property and has the ability to grant to VantAI access, a license, or a sublicense (as applicable) to such Intellectual Property on the terms and conditions set forth herein without violating the terms of any

agreement or other arrangement with any third party existing at the time IMIC would be first required hereunder to grant to VantAI such access, license, or sublicense.

6.3 Project Intellectual Property.

6.3.1 Ownership. VantAI and/or its parent or Affiliates shall own all right, title and interest in and to the Deliverables and all intellectual property rights and know-how therein, as well as all Intellectual Property or know-how made or developed solely or jointly by IMIC in the course of performing the Services or otherwise under this Agreement (collectively, the **“Project IP”**).

6.3.2 Disclosure and Assignment. IMIC shall notify VantAI in writing of any and all Project IP promptly after its conception, development or reduction to practice. IMIC hereby assigns and transfers to VantAI or its designee all of its right, title and interest in and to the Project IP and agrees to take, and to cause its employees, agents, and consultants to take, all further acts reasonably required to evidence such assignment and transfer to VantAI, at VantAI's reasonable expense. IMIC hereby appoints VantAI as its attorney-in-fact to sign such documents as VantAI deems necessary for VantAI or its designee to obtain ownership and to apply for, secure, and maintain patent or other proprietary protection of such Project IP if VantAI is unable, after reasonable inquiry, to obtain IMIC's (or its employee's or agent's) signature on such a document. VantAI shall have the sole right and discretion, at its expense, to prepare, file, prosecute and maintain any patent applications and patents claiming the Project IP.

6.4 License Grants to VantAI.

6.4.1 IMIC hereby grants to VantAI a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, sub-licenseable (through multiple tiers) license under all IMIC Background IP pertaining to or embodied within the Deliverables: (a) to fully exploit any product or service based on, embodying, incorporating, or derived from the Deliverables; and (b) to exercise any and all other present or future rights in the Deliverables for any and all purposes.

6.4.2 IMIC acknowledges that IMIC may incorporate into the Deliverables, or disclose to VantAI in the process of transferring the Deliverables to VantAI, certain know-how of IMIC within the IMIC Background IP (the **“IMIC Know-How”**). To the extent that such IMIC Know-How is retained in the unaided memory of any personnel of VantAI, IMIC agrees that VantAI may use such retained information in its development, manufacture, or commercialization of any pharmaceutical products of VantAI; *provided, however*, that this sentence shall not constitute a license under any patent rights of IMIC.

6.5 Technology Transfer. IMIC agrees to provide reasonable technical assistance and make its technical personnel reasonably available to VantAI, as necessary for VantAI to implement any processes developed by IMIC during its conduct of the Services or conduct development and commercialization of any Deliverable provided by IMIC. VantAI shall compensate IMIC for its reasonable out-of-pocket and personnel costs for providing such technical assistance.

7. CONFIDENTIALITY

7.1 Confidential Information. All information that is disclosed or provided by VantAI to IMIC pursuant to this Agreement or pursuant to the Confidentiality Agreement shall be **“Confidential Information”** of VantAI. Confidential Information may be disclosed by VantAI in oral, written or other tangible form or otherwise learned by IMIC under this Agreement, and including but not limited to VantAI's research, development, preclinical and clinical programs, data and results; pharmaceutical or biologic candidates and products; inventions, works of authorship, trade secrets, processes, conceptions, formulas, patents, patent applications, and licenses; business, product, marketing, sales, scientific and technical strategies, programs and results, including costs and prices; suppliers, manufacturers, customers,

market data, personnel, and consultants; and other confidential or proprietary matters related to the Services. In addition, all Project IP, Project Records and reports delivered under Section 2.12 shall be deemed Confidential Information. Except to the extent expressly authorized by this Agreement or by VantAI in writing, during the Term and for seven (7) years thereafter, IMIC shall maintain in strict trust and confidence and shall not disclose to any third party or use for any purpose other than as provided for in this Agreement any Confidential Information. IMIC may use the Confidential Information only to the extent required to perform the Services and for no other purpose. IMIC shall not use the Confidential Information for any purpose or in any manner that would constitute a violation of Applicable Laws. IMIC shall not input, use, disclose or otherwise process VantAI Confidential Information in any third-party artificial-intelligence processing tool, including but not limited to ChatGPT.

7.2 Exceptions. The obligations of confidentiality and nonuse set forth in Section 7.1 shall not apply to any specific portion of information that IMIC can demonstrate by competent written proof: (a) is in the public domain or comes into the public domain through no fault of IMIC; (b) is furnished to IMIC by a third party rightfully in possession of such information not subject to a duty of confidentiality with respect thereto, as shown by IMIC's written records contemporaneous with such third party disclosure; (c) is already known by IMIC at the time of receiving such Confidential Information and as evidenced by the IMIC's prior written records; or (d) is independently developed by IMIC without access to the Confidential Information, as demonstrated by IMIC's independent written records contemporaneous with such development.

7.3 Authorized Disclosure. Notwithstanding the foregoing in this Section 7, IMIC may disclose certain Confidential Information to the extent such disclosure is required by law or regulation, or pursuant to a valid order of a court or other governmental body having jurisdiction, *provided that* the IMIC provides VantAI, if permitted by the law, with reasonable prior written notice of such disclosure and reasonable assistance in obtaining a protective order or confidential treatment preventing or limiting the disclosure and/or requiring that the Confidential Information so disclosed be used only for the purposes for which the law or regulation required, or for which the order was issued.

7.4 Publication; Use of Names. Under no circumstances may either Party use the name of the other Party or any of its personnel in any publication or any form of advertising without such other Party's prior written consent. For the avoidance of doubt, IMIC shall not disclose, present, disseminate or produce any publication that contains information regarding the Services, Deliverables or any Confidential Information of VantAI without VantAI's prior written consent.

7.5 Third Party Confidential Information. IMIC shall not disclose to VantAI any confidential or proprietary information that belongs to any third party unless IMIC first obtains the consent of such third party and enters into a separate confidentiality agreement with VantAI covering that disclosure. IMIC shall not represent to VantAI as being unrestricted any designs, plans, models, samples, or other writings or products that IMIC knows are covered by valid patent, copyright, or other form of intellectual property protection belonging to a third party.

7.6 Return of Confidential Information. Upon termination or expiration of the Agreement, or upon written request of VantAI, IMIC shall promptly return or destroy all documents, notes and other tangible materials representing VantAI's Confidential Information and all copies thereof; provided, however, that IMIC may retain a single archival copy of the Confidential Information for the sole purpose of facilitating compliance with the surviving provisions of this Agreement. Upon request, the IMIC shall certify to VantAI in writing signed by an authorized officer of the IMIC that it has complied fully with the requirements of this Section 7.6.

7.7 Injunctive Relief. The Parties expressly acknowledge and agree that any breach or threatened breach of this Section 7 by IMIC may cause immediate and irreparable harm to VantAI that may

not be adequately compensated by damages. Each Party therefore agrees that in the event of such breach or threatened breach by IMIC, and in addition to any remedies available at law, VantAI shall have the right to secure equitable and injunctive relief, without bond, in connection with such a breach or threatened breach.

8. REPRESENTATIONS AND WARRANTIES

8.1 Due Authorization. Each Party represents and warrants that (a) it has the full power and authority to enter into this Agreement, (b) this Agreement has been duly authorized, and (c) this Agreement is binding upon it.

8.2 No Inconsistent Obligations or Constraints upon IMIC. IMIC represents and warrants that (a) it is qualified and permitted to enter into this Agreement; (b) the terms of the Agreement are not inconsistent with its other contractual arrangements; (c) it has the right to grant all licenses granted to VantAI in this Agreement; (d) VantAI may freely use, practice, reproduce, distribute, make and sell all advice, data, information, inventions, works of authorship or know-how that IMIC conveys or provides to VantAI hereunder, in the form of a Deliverable or otherwise, without restriction and without infringing or misappropriating any third party Intellectual Property or other rights; and (e) it shall perform the Services in accordance with the highest standards of care and diligence practiced by recognized firms in providing services of a similar nature.

8.3 No Pending Litigation. IMIC represents and warrants that it is not currently involved in any litigation, and is unaware of any pending litigation proceedings, relating to IMIC's performance of services for any third party.

8.4 No Debarred Person. IMIC represents and warrants that it will not employ, contract with, or retain any person directly or indirectly to perform the Services under this Agreement if it has a knowledge that such person is under investigation by the FDA for debarment or is presently debarred by the FDA pursuant to the Generic Drug Enforcement Act of 1992, as amended (21 U.S.C. § 301, *et seq.*). In addition, IMIC represents and warrants that it has not engaged in any conduct or activity that could lead to any such debarment actions. If during the Term, IMIC or any person employed or retained by it to perform the Services (i) comes under investigation by the FDA for a debarment action, (ii) is debarred, or (iii) engages in any conduct or activity that could lead to debarment, IMIC shall immediately notify VantAI of same.

8.5 No Infringement. IMIC represents and warrants that it will not, in the course of conducting the Services, infringe or misappropriate, and that neither the Deliverables nor any element thereof will infringe or misappropriate, any intellectual property right of any third party.

8.6 Deliverables. IMIC warrants that the Services performed and the Deliverables will fully conform to the Specifications, requirements, and other terms in the applicable Statement of Work and this Agreement. In the event of a breach of this warranty, without limiting any other rights or remedies VantAI may have, IMIC will promptly re-perform the nonconforming Services at no additional charge to VantAI. If the breach has not been fully cured within thirty (30) days after IMIC received notice thereof (or such longer period of time as VantAI may, in its discretion, give IMIC to cure the breach, by written notice to IMIC), IMIC will refund all fees previously paid to IMIC under the applicable Statement of Work, which will automatically terminate upon the expiration of such thirty (30)-day period.

8.7 Warranty Disclaimer. EXCEPT AS EXPLICITLY SET FORTH IN THIS SECTION 8, EACH PARTY HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

9. INSURANCE. IMIC, at its sole cost and expense, shall secure and maintain in full force and effect throughout the performance of the Services (i) Workers' Compensation insurance with coverage in accordance with statutory limits.. Certificates evidencing such insurance shall be made available for examination upon request by VantAI.

10. INDEMNIFICATION; LIMITATION OF LIABILITY

10.1 By IMIC. IMIC shall indemnify, defend and hold harmless VantAI and its affiliates and their respective directors, officers, employees, and agents (the "**VantAI Indemnitees**") from and against any and all costs, expenses, liabilities, damages, losses and harm (including reasonable legal expenses and attorneys' fees) arising out of or resulting from any third party suits, claims, actions, or demands (collectively, "**Claims**") to the extent resulting from or caused by: (a) IMIC's performance of the Services; (b) the infringement or misappropriation by any Deliverable of any third party Intellectual Property (except to the extent caused solely by the Materials); (c) the negligence, recklessness or willful misconduct of IMIC or its officers, directors, employees, or agents; or (d) IMIC's breach of its obligations, warranties, or representations under this Agreement, except in each case to the extent that a Claim arises out of or results from the negligence, recklessness or willful misconduct of any VantAI Indemnitee or VantAI's breach of its obligations, warranties, or representations under this Agreement.

10.2 By VantAI. VantAI shall indemnify, defend and hold harmless IMIC and its directors, officers, employees, and agents (the "**IMIC Indemnitees**") from and against any and all Claims to the extent resulting from or caused by: (a) the negligence, recklessness or willful misconduct of any VantAI Indemnitee; or (b) VantAI's breach of its obligations, warranties or representations under this Agreement, except in each case to the extent that a Claim arises out of or results from the negligence, recklessness or willful misconduct of any IMIC Indemnitee or IMIC's breach of its obligations, warranties, or representations under this Agreement.

10.3 Indemnification Conditions and Procedures. Each Party's agreement to indemnify, defend and hold harmless the other Party is conditioned on the indemnified Party: (i) providing written notice to the indemnifying Party of any claim or demand for which it is seeking indemnification hereunder promptly after the indemnified Party has knowledge of such claim; (ii) permitting the indemnifying party to assume full responsibility to investigate, prepare for and defend against any such claim or demand, except that the indemnified Party may cooperate in the defense at its expense using its own counsel; (iii) assisting the indemnifying Party, at the indemnifying Party's reasonable expense, in the investigation of, preparing for and defense of any such claim or demand; and (iv) not compromising or settling such claim or demand without the indemnifying Party's written consent.

10.4 Limitation of Liability. EXCEPT FOR DAMAGES AVAILABLE FOR BREACHES OF CONFIDENTIALITY OBLIGATIONS UNDER SECTION 7 AND THE INDEMNIFICATION RIGHTS AND OBLIGATIONS UNDER SECTION 10, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR INDIRECT DAMAGES ARISING FROM OR RELATING TO ANY BREACH OF THIS AGREEMENT, REGARDLESS OF ANY NOTICE OF THE POSSIBILITY OF SUCH DAMAGES.

11. TERM AND TERMINATION

11.1 Term. The term of this Agreement shall commence on the Effective Date and end three (3) years thereafter, unless terminated sooner as provided for herein (the "**Term**"). Notwithstanding the Effective Date hereof, VantAI and Provider acknowledge and agree that Provider may have been engaged to provide services to VantAI for a period of time prior to the Effective Date (the "**Prior Engagement Period**"). Accordingly, all Services performed by Provider during the Prior Engagement Period shall be governed by this Agreement. Without limiting the foregoing, all information and other materials disclosed

between the parties prior to the Effective Date will be considered Confidential Information and all deliverables, discoveries, inventions, or improvements generated or developed by Provider during the Prior Engagement Period shall be deemed [Deliverables/Work Product] under this Agreement, all of which are the sole property of VantAI.

11.2 Termination by VantAI.

11.2.1 VantAI may terminate this Agreement at any time with or without cause for its convenience, effective upon thirty (30) days' notice to IMIC. In addition, VantAI may terminate this Agreement immediately upon written notice to IMIC if IMIC breaches this Agreement or the Statement of Work, as the case may be, and does not fully cure the breach to VantAI's satisfaction within thirty (30) days after VantAI gives notice of the breach to IMIC.

11.2.2 VantAI may terminate without cause any one or more of the Statements of Work at any time by giving thirty (30) days' prior written notice to IMIC. VantAI may terminate any one or more of the Statements of Work immediately in the event of a material breach by IMIC, including, without limitation, failure to follow any applicable law, rule, regulation or guideline. VantAI's termination of any Statement of Work will not result in the termination of this Agreement unless so stated in VantAI's written notice of termination to IMIC of VantAI's decision to terminate such Statement of Work.

11.3 Effects of Termination

11.3.1 Survival. Sections 1, 2.11, 3, 5.1, 6, 7, 9, 10 (solely to the extent the Claims can be attributed to action or omission during the Term), 11.3 and 12 shall survive any termination or expiration of this Agreement. Termination or expiration of this Agreement shall not affect either Party's liability for any breach of this Agreement it may have committed before such expiration or termination.

11.3.2 Return of VantAI Property. Upon termination of this Agreement, IMIC shall return or destroy the Materials, and return to VantAI the Confidential Information, as set forth in Sections 2.11 and 7.6. In addition, IMIC shall deliver to VantAI, or destroy at VantAI's request, the Deliverables (in whatever stage of development or completion).

11.3.3 Compensation. Upon termination of this Agreement or a Statement of Work by VantAI without cause for its convenience, unless the applicable Statement of Work expressly provides otherwise, VantAI will pay IMIC fees on a proportional basis as set forth in the applicable Statement of Work for Services that are in progress as of the effective date of such termination and reimburse IMIC for related Expenses incurred by IMIC before the effective date of such termination.

12. GENERAL PROVISIONS

12.1 Governing Law; Venue. This Agreement is governed by the State of Delaware law without reference to any conflict of laws principles that would require the application of the laws of any other jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. IMIC and VantAI irrevocably consent to the personal jurisdiction of the State of Delaware courts for any suit or action arising from or related to this Agreement, and waive any right IMIC and VantAI may have to object to the venue of such courts.

12.2 Severability. If any provision of this Agreement is, for any reason, held to be invalid or unenforceable, the other provisions of this Agreement will be unimpaired and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.

12.3 No Assignment. This Agreement and IMIC's rights and obligations under this Agreement may not be assigned, delegated, or otherwise transferred, in whole or in part, by operation of law or otherwise, by IMIC without VantAI's express prior written consent. VantAI may assign this Agreement and/or its rights and obligations hereunder without the consent of the IMIC to: (i) any Affiliate; (ii) an assignee or successor in interest (by merger, operation of law or otherwise); or (iii) a purchaser of all or substantially all of its business to which this Agreement relates. In the case of any permitted assignment or transfer of or under this Agreement, this Agreement shall be binding upon, and inure to the benefit of, the successors, executors, heirs, representatives, administrators and assigns of the Parties hereto. Any attempted assignment, delegation, or transfer in violation of the foregoing will be null and void.

12.4 Notices. Each Party must deliver all notices, consents, and approvals required or permitted under this Agreement in writing to the other Party at the address specified below, by personal delivery, by certified or registered mail (postage prepaid and return receipt requested), by a nationally-recognized overnight carrier, or by electronic mail. Notice will be effective upon receipt or refusal of delivery. Each Party may change its address for receipt of notice by giving notice of such change to the other Party (email permitted).

If to VantAI:

[REDACTED]

If to IMIC:

Mikrobiologický ústav AV ČR, v.v.i.
Videňská 1083, 142 20 Prague 4 - Krč

Attention: [REDACTED]

Email: [REDACTED]

All such notices, advices, and communications shall be deemed to have been received (a) in the case of personal delivery, on the date of actual personal receipt, (b) in the case of mailing, (i) the next business day after being sent by a well-established commercial overnight service or (ii) on the third day after the posting by certified mail, return receipt requested, and (c) in the case of electronic mail, the next business day after sending provided that the sender does not receive an undeliverable notification. If notice is delivered to VantAI by mail, notice will not be deemed to be complete unless and until such notice was also provided by email to VantAI's email address specified above (or to such other email address as VantAI may from time to time designate).

12.5 Remedies. The rights and remedies provided to each Party in this Agreement are cumulative and in addition to any other rights and remedies available to such Party at law or in equity.

12.6 Construction. Section headings are included in this Agreement merely for convenience of reference; they are not to be considered part of this Agreement or used in the interpretation of this Agreement. No rule of strict construction will be applied in the interpretation or construction of this Agreement.

12.7 Waiver. All waivers must be in writing and signed by the Party to be charged. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

12.8 Time Is of the Essence. Time is of the essence in the performance of the Services and IMIC's other obligations under this Agreement.

12.9 Entire Agreement; Amendments. This Agreement, including the Statements of Work hereunder, is the final, complete, and exclusive agreement of the Parties with respect to the subject matter hereof and supersedes and merges all prior or contemporaneous communications and understandings between the Parties. No modification of or amendment to this Agreement will be effective unless in writing and signed by the Party to be charged.

12.10 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which shall constitute together the same instrument. The Parties to this Agreement agree that a copy of the original signature (including an electronic copy) may be used for any and all purposes for which the original signature may have been used. The Parties agree they will have no rights to challenge the use or authenticity of this document based solely on the absence of an original signature.

Signature Page to Follow

IN WITNESS WHEREOF, the Parties have executed this Master Services Agreement as of the Effective Date.


VANTAI:

IMIC:

VANTAI, INC.

IMIC

Signed:  _____

Signed:  _____

Name: Jae Won Kim

Name: Jiří Hašek

Title: COO / CFO

Title: Director

EXHIBIT A

FORM STATEMENT OF WORK

[IF SIGNATORY TO MSA IS ENTERING INTO THE STATEMENT OF WORK]

This Statement of Work is incorporated into the Master Services Agreement dated [●], by and between VantAI, Inc. (“**VantAI**”) and **IMIC** (for the purposes of this Statement of Work, as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Agreement**”). This Statement of Work describes Services and Deliverables to be performed and provided by IMIC pursuant to the Agreement. In the event of any conflict between the Agreement and any provision of this Statement of Work, the Agreement will control unless the Parties’ intent to alter the terms of the Agreement is expressly set forth in such provision, and such alteration shall only apply to this Statement of Work and shall not be construed as an amendment to the terms of the Agreement. All capitalized terms used and not expressly defined in this Statement of Work will have the meanings given to them in the Agreement.

Approach

[●]

Deliverables

[●]

[optional] Obligations of [VantAI]/[VantAI Affiliate]

[●]

[optional] Obligations of IMIC

[●]

[optional] Specifications

[●]

Points of Contact

VantAI Project Lead:

Name

Email

VantAI Business Lead:

Name

Email

IMIC Project Lead:

Name

Email

IMIC Business Lead:

Name

Email

Budget

The total fees under this Statement of Work shall not exceed \$[X] without VantAI’s prior written consent.

Term

The term of this Statement of Work will begin on the date of last signature hereto (the “**Effective Date**”) and shall terminate [one year] from the Effective Date, unless earlier terminated or extended upon mutual consent of the Parties.

IMIC:

VANTAI, INC.

[●]

Signed: _____

Signed: _____

Name: _____

Name: _____

Title: _____

Title: _____