

Project Collaboration and License Agreement


This Project Collaboration and License Agreement ("Project Agreement" or "Agreement") is effective as of the effective date ("Effective Date") and is entered by and between the **University of Chemistry and Technology, Prague** ("UCT") and **KYOCERA AVX Components Corporation**, a Delaware Corporation, with offices at One AVX Boulevard Fountain Inn, SC 29644 USA ("KAVX").

Individually, UCT and KAVX are each referred to in this Agreement as a "party" whereas collectively UCT and KAVX are referred to in this Agreement as the "parties" (capitalized or uncapitalized).

WHEREAS UCT and KAVX are each engaged in, among other things, the research, design, development of innovations in emerging technologies;

WHEREAS the Parties have entered into a long-term relationship to collaborate on innovating emerging technologies in recognition of the benefits that the long-term relationship brings and have reached agreement on the generic terms for such relationship, as described in a Master Agreement executed between the parties,

WHEREAS this Project Collaboration and License Agreement ("Project Agreement") enhances the Master Agreement on a project-by-project basis after signature of the Master Agreement.



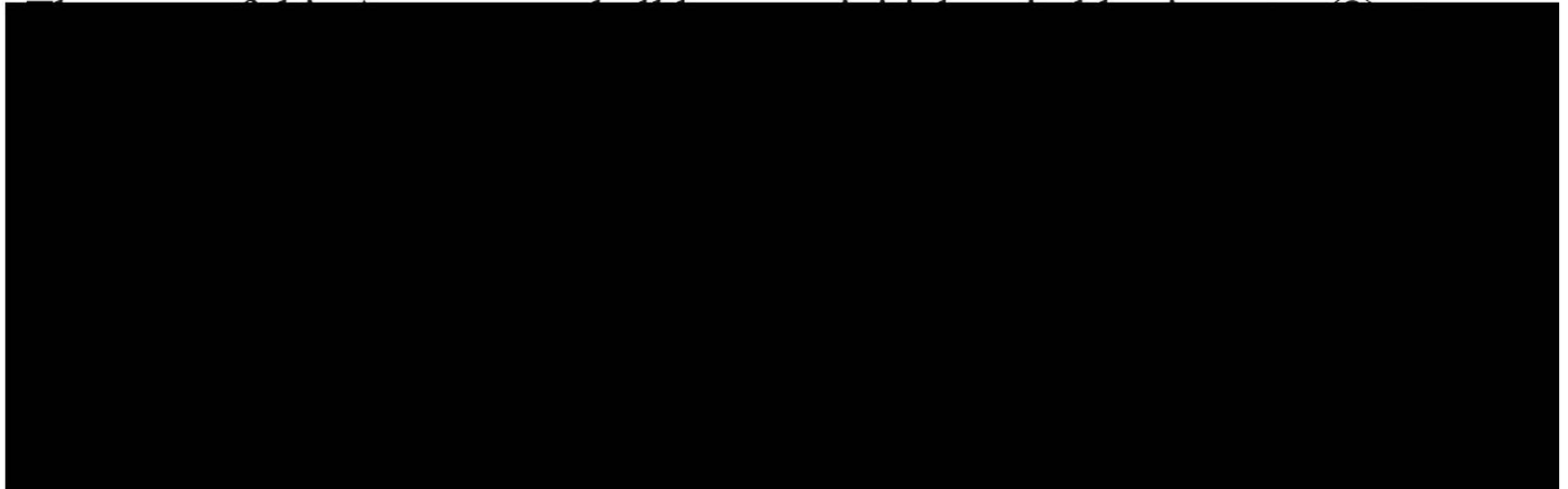
WHEREAS "Effective Date" shall mean the day of publishing of this Agreement in the Register of Contracts pursuant to Act No. 340/2015 Coll., on special conditions for the effectiveness of certain contracts, on the publication of these contracts and on the register of contracts, as amended (hereinafter the "Act on the Register of Contracts"). This Agreement shall enter into force on the last day of signature by the authorized persons of both Parties. UCT is the obliged entity pursuant to the Act. KAVX acknowledges and expressly agrees to the publishing of the Contract in accordance with the Act on the Register of Contracts. The Parties agree that this Master Agreement shall be published in the register of contracts in accordance with the Act on the Register of Contracts by UCT.

NOW THEREFORE the parties agree as follows:

1. **Definitions, Primacy of the Master Agreement and Priority.** All capitalized term used in this Agreement and Statement of Work shall have the meanings set forth in the Master Agreement or its amendment. The terms and conditions of the Master Agreement and any of its amendment shall govern this Project Agreement in addition to any terms and conditions specified in this Project Agreement. In case of any conflict or inconsistency between the terms and conditions of the Project Agreement or its Statement of Work with the Master Agreement, the terms and conditions of the Master Agreement shall prevail for all purposes.

2. Term

2.1



3. Development Cost and Additional Commercial Terms

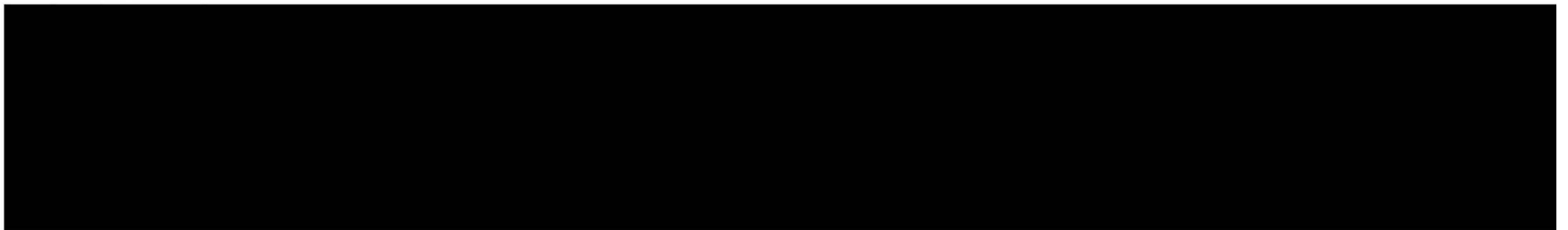
- 3.1 Except where otherwise agreed to in this Agreement, in the course of, and in the performance of, the Development Work, each party shall respectively be responsible for, and shall bear: (a) all of its own costs and expenses except as may be otherwise agreed in the applicable Project Agreement or Statement of Work; and (b) all responsibility for personnel it uses.

4. Development Work

- 4.1 The parties will perform the Development Work as specified in Exhibit A, attached and incorporated into this Agreement and/or as specified in applicable Statement(s) of Work that may be attached and incorporated into this Agreement.

5. Milestone Payments

Both parties shall specify the details for governing milestone payments and quarterly evaluations in Exhibit A or in a Statement of Work which shall specify the milestones, timing and conditions for payment of funding as required by the situation of the project.



7. Termination

- 7.1 This Agreement shall be terminated upon the effective date of any relevant termination or expiration of the Master Agreement. KAVX has the option of extending the validity of this Project Agreement or Statements of Work it may choose with the consent of UCT.

7.2 KAVX has the option to terminate this Project Agreement and/or any of its Statement(s) of Work by providing written notice to UCT with 60 days advanced notice and shall compensate UCT for any work, goods or services performed (or in progress) as of the effective date of such termination.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date below.

UCT

By:

Name: xxxxx

Title: rector, University of Chemistry and Technology

Date: 6.3.2025

KAVX

By:

Name: xxxxx

Title: Senior Vice President, Administration

Date: 22.5.2025

