# Growth Partnership Services

# Letter of Agreement

# Document number FS/07072025

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| **Name:** | **FROST & SULLIVAN LTD** |
| **Address:** | **John Eccles House, Robert Robinson Avenue, Oxford Science Park, Oxford, Oxfordshire, OX4 4GP, United Kingdom** |
| **ID:** | **GB240729962** |
| **Representative:** | **Gary Jeffery** |
| **Bank account:** | **Euro Account IBAN: GB04 RBOS 1610 7010 1067 01, SWIFT code: RBOS GB 2L XXX** |

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| **Client Name:** | **Moravskoslezské inovační centrum Ostrava a.s. (MSIC)** | | |
| **Address:** | **Technologická 375/3, Ostrava-Pustkovec, 708 00** | | |
| **ID (DIČ):** | **CZ25379631** | | |
| **Representative:** | **Mgr. Adéla Hradilová** | | |
| **Bank account:** | **IBAN: CZ3555000000005268368052, SWIFT: RZBCCZPP** | | |
| **License Period:** | **2025 – 2026 (12 months)** | | |
| **Start Date:** | **1. 9. 2025** | **Renewal Date:** |  |
| **License Code(s):** | Industry Focus: **Frost & Sullivan Analysis (full access)**  Geographic Focus: **Global**  Usage**: 2 user licenses (with pdf download)**  **TechVision Top 50 Technologies platform (Enterprise wide Access)** | | |

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| **Service Element** | **Description** |
| **Market Engineering** | Market forecasts, drivers and restraints, as well as qualitative analyses on key growth challenges and opportunities for competitors across the value chain |
| **Technical Insights** | Relevant Technical Insights Alerts and Technical Insights subscription, covering emerging technologies, ground breaking R&D and technology innovation |
| **Customer Research** | In depth evaluation of customers needs, vendor perceptions and strategic implications developed through customer surveys and analyses |
| **Economic Research and Analysis** | Economic Impact Articles, Country Industry Forecasts, and Decision Support Databases that analyse impact of economic/demographic trends |
| **Financial Benchmarking and Analysis** | Analysis of financial strategy alignment with growth opportunities |
| **Analyst Briefings** | Analyst chaired webinars that provide insights and growth implications for specific companies |
| **Market Insights** | Topical, issue based articles or in-depth analyses that capture analyst opinions and insights |
| **Analyst Access** | Unlimited Analyst Access for clarification of published information, not requiring further research via telephone, E-mail, on-line chat sessions |

**Investment to MSIC**

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| **Description** | The license is for MSIC team, authorised by the organisation for projects relating only to the MSIC. It does not extend to employees of other divisions, groups or individuals. The specific names of the users will need to be confirmed at the time of initiation of the service. Any users may be changed during the license period at MSIC request. |

**Investment:**

**12 months’ access to Frost & Sullivan research**

Total Investment for Moravskoslezské inovační centrum Ostrava a.s.: EUR 22 000 net

## Terms & Conditions

Moravskoslezké inovační centrum Ostrava a.s. is hereafter referred to as the “client”.

1. The entire amount of the investment is fully payable by Client upon initiation of the service and receipt of invoice from Frost & Sullivan. Invoiced amounts, which have not been paid within 30 days after the due date will thereafter, until paid, be subject to a late payment charge at the lesser of 1.5% per month or the maximum rate permitted under applicable law.

2. All services identified above will be made available to client via customised portals on frost.com. Access to these services will be valid only from the Start Date until the Renewal Date. Failure on the part of the client to renew the services on or prior to the Renewal Date will lead to the termination of access to all relevant services.

3. You must be an authorised Licensed User to access Frost & Sullivan intelligence or analysts. Passwords and documents may not be shared with non-Licensed Users either inside or outside the client’s organisation.

4. Frost & Sullivan monitors client company usage patterns. Unusual or excessive usage patterns may be audited. Services are to be used for each Licensed User’s individual business purposes for the benefit of the Licensed User(s).

5. Any Frost & Sullivan material submitted to the client is for client’s internal use only. Client may not resell or otherwise commercially gain from divulging the material to third parties without written consent from Frost & Sullivan.

6. If client is acquired by, or acquires another company within the term of this agreement, any outstanding balance for this contract shall be accelerated and become due and immediately payable. All remaining terms of this contract will need to be renegotiated and the account may be temporarily suspended until a new contract is in place.

7. Client is responsible for the payment of any present or future sales, use, excise or other similar tax (excluding taxes based on Frost & Sullivan's net income) applicable to the services provided e.g. VAT

8. Frost & Sullivan may refer to the client as a Frost & Sullivan client in collateral marketing materials, only with prior written consent.

9. All Growth Partnership User Licenses and Subscribers include access to Frost & Sullivan's "best-in-class" Intelligent Mobility event.

10. If Frost & Sullivan believes that attendance by Client at a specific event will cause a conflict of interest with the delegates, speakers, or sponsors, Frost & Sullivan reserves the right to decline admission to the event.

11. This agreement shall be interpreted and construed according to, and governed by, the laws of the United Kingdom. In the event of a dispute, for either party, damages will not exceed the amount of money specified in this license agreement.

12. Frost & Sullivan and Client have executed this Agreement by their respective, duly authorised representatives as of the date first above written. The parties warrant that the individuals who sign below are authorised to bind them.

13. In performing its obligations under this licence agreement, Frost & Sullivan shall comply with all applicable laws, statutes, regulations and codes from time to time in force including, but not limited to, the Modern Slavery Act 2015.

14. Each party hereto confirms and agrees that, in so far as may be relevant to the Product or any matter to which the Product relates, it shall not, and shall procure that its associates and any other person who performs services for or on its behalf shall not, offer, give or agree to give, or request, accept or agree to accept from any person, whether for itself or on behalf of another, any gift, payment, consideration or benefit of any kind which constitutes an illegal or corrupt practice under the laws of any relevant jurisdiction. Each party shall have the right to immediately terminate this Agreement in the event of the other party’s breach of these obligations.

15. Frost & Sullivan is aware that the subject of this Agreement is financed from the project "EEN Czechia", Reg. No. 101213975. The project is financed from the Single Market Programme and Ministry of Industry and Trade.

16. Frost & Sullivan agrees with the publication of the Agreement in the register of contracts and declares that the content of the contract is not a business secret.

17. Frost & Sullivan guarantees to the Client the support and maintenance of the application for the duration of the license. The Frost & Sullivan guarantees in particular functionality of the server for user access and functionality of all parameters of the analytical database specified in this Agreement. If a serious defect prevents use of the database, Frost & Sullivan is obliged to eliminate this defect immediately (no later than 5 working days from the notification of the defect by the Client).

18. Frost & Sullivan is entitled to limit functionality or to shut down the server completely due to maintenance and repairs. The maximum time for limiting or shutting down the system is 24 hours continuously. Frost & Sullivan is obliged to inform the Client about planned outages of the system no later than 24 hours in advance.

19. The Client is entitled to withdraw from this contract if Frost & Sullivan breaches the obligations under the Terms & Conditions, paragraphs 17 or 18 of this Agreement and if Client appeal Frost & Sullivan to remedy it at least five times.

**Option Selected:**

12 months’ access to all Frost & Sullivan: Growth Opportunity Analytics

TechVision Top50 technologies platform

**Price:** 22 000 EURO

**Contact person for MSIC:**

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| Name: | **xxxxx** | Phone: | **xxxxxxxx** |
| Email: | **xxxxxx** |

The following addresses will be used to send invoice and deliver product:

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| **Bill to:** | Moravskoslezské inovační centrum Ostrava a.s. |
|  | Technologická 375/3 |
|  | 708 00 Ostrava |
|  | Czech Republic |

Additional billing instructions or documents needed:

The invoice must contain:

* identification of the Frost & Sullivan (including registered office),
* identification of the Client (including registered office and VAT number),
* identification of name and registration number of the project: This item was co-financed by the EEN Czechia project, reg.n. 101213975.
* the registration number of the invoice and the date of issue of the invoice,
* subject of performance
* the date of performance (date of access to the analytical database for the Client),
* designation of this contract (including the registration number of the contract)
* bank details for payment

**Service Confirmation:**

**From:** **Presented To:**

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| **Gary Jeffery** |  |  |  | **Mgr. Adéla Hradilová** |  |  | |
| **Name** |  | **Date** |  | **Name** |  | **Date** | |
| Senior Partner | | |  | Chairman of the board | | |
| **Title** | | |  | **Title** | | |
| Frost & Sullivan | | |  | Moravskoslezské inovační centrum Ostrava a.s. | | |
| **Company** | | |  | **Company** | | |
|  | | |  |  | | |
| **Signature** | | |  | **Signature** | | |