

IBM SkillsBuild Framework Agreement

This IBM SkillsBuild Framework Agreement (ID# 4151) is entered into as of the date of last signature below (the “**Effective Date**”) by and between IBM Česká Republika, spol. s r.o. (“**IBM**”), and Prague University of Economics and Business, a , Czech Republic University (the “**SkillsBuild Participant**”) (each of IBM and the SkillsBuild Participant are referred to herein as a “**Party**” and collectively as the “**Parties**”).

WHEREAS, IBM takes a careful and holistic approach to its worldwide corporate social responsibility (“**CSR**”) activities, integrating IBM's corporate values and serving the goal of maximizing IBM's global positive impact; and, among the CSR efforts so undertaken, IBM seeks to devote its technological resources and expertise to help find solutions for social problems faced in communities all around the world;

WHEREAS, IBM’s SkillsBuild program is a free education program focused on underrepresented communities in the information technology industry, which helps adult learners, and high school and university students and faculty develop and enhance valuable skills and access career opportunities (the “**Program**”) consisting of learning plans, courses, educational materials, and guided learning experiences delivered through an online platform, as well as customized practical learning experiences, training sessions and related professional services delivered by IBM in collaboration with a global network of industry partners;

WHEREAS, as part of the Program, IBM also collaborates with qualifying non-profit organizations, government agencies, academic institutions, and other entities to promote digital skills development and career development for students and adult learners; and

WHEREAS, SkillsBuild Participant desires to participate in the Program and/or access the Platform, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the foregoing, the Parties agree as follows:

I. Definitions

Within this Agreement, the following defined terms shall apply with the meanings provided below.

- A. **Agreement:** means collectively this IBM SkillsBuild Framework Agreement and all Implementation Plans, as amended from time to time by the Parties.
- B. **Associate Participant:** An organization or entity that is engaged by SkillsBuild Participant, and approved by IBM, to participate in the Program in accordance with the terms and conditions of this Agreement and an Implementation Plan pursuant to a Participation Agreement.
- C. **Commercial Software:** means IBM or third-party branded software, cloud services or other commercially available products and related user documentations and specifications provided or made available by IBM that are governed by separate standard terms and conditions. Commercial Software does not include the Platform.
- D. **Confidential Information:** means technical and business information disclosed in connection with this Agreement or an Implementation Plan, which is marked in writing as confidential or, if disclosed orally, identified as confidential by the disclosing Party at the time of disclosure. Confidential Information does not include Content, which is governed by the Content and Data Protection provision.
- E. **Content:** means all data (including Personal Data), software, and information that SkillsBuild Participant or an Associate Participant or their respective Users provides, authorizes access to, or inputs into the Platform or information or data that SkillsBuild Participant or an Associate Participant or their respective Users may provide, make available or grant access to, in connection with IBM providing the Program.
- F. **CSR Manager:** means the IBM CSR relationship manager designated by IBM to manage the success of the relationship between IBM and the SkillsBuild Participant.

- G. **Digital Credential:** means an industry recognized award issued an authorized organization (e.g. Credly) to a Learner to indicate the Learner's skill, knowledge, and competency achievements in the Program.
- H. **Effective Date:** means the date this Agreement becomes effective, as defined in the first introductory paragraph of this Agreement.
- I. **IBM SkillsBuild Mark:** means, collectively, the IBM SkillsBuild wordmark and the IBM SkillsBuild logotype.
- J. **Implementation Plan:** means a document agreed to by the Parties that outlines the roles and responsibilities for a specific Project and is governed by and subject to the terms of this Agreement.
- K. **KPI:** means assigned key performance indicators or metrics assigned as a measure of Project success.
- L. **Learners:** means persons officially enrolled in the Program, with the support of IBM and the SkillsBuild Participant and/or Associate Participant(s), in order to take courses and/or participate in learning activities to gain digital and employability skills and access career opportunities.
- M. **Materials:** means works of authorship (such as written, video or audio materials) used in the Program including, without limitation, learning plans, training plans, curriculum, courses, exams, toolkits and educational materials. For avoidance of doubt, Materials excludes Commercial Software.
- N. **Participation Agreement:** means an agreement signed by IBM, SkillsBuild Participant, and an Associate Participant for the Associate Participant to participate in the Program, and if applicable access the Platform, in accordance with the applicable terms and conditions of this Agreement.
- O. **Pathway:** means a set of courses, resources and learning modules included in the Program for the acquisition of knowledge or skills in a given field (e.g. Cybersecurity Fundamentals).
- P. **Personal Data:** means any information relating to a natural person who can be identified, directly or indirectly.
- Q. **Platform:** means the online platform provided by IBM for Users to access the Program at skillsbuild.org.
- R. **Program:** means the IBM SkillsBuild program as referenced in the preamble, which includes IBM SkillsBuild for Adult Learners, IBM SkillsBuild for High School Students and High School Educators, and IBM SkillsBuild for Academia (for college and university students and educators).
- S. **Project:** means a collaboration between IBM and SkillsBuild Participant to provide a defined set of Materials and professional services in the Program for the benefit of Learners, as described in an Implementation Plan.
- T. **SkillsBuild Participant:** means the entity signing this Agreement with IBM, as named in the preamble.
- U. **Users:** means persons authorized by a SkillsBuild Participant or Associate Participant to access the Platform for the purpose of participating in the Program in accordance with the terms and conditions of this Agreement, including its Learners, faculty, administration, employees, and other personnel.

II. Program Description; Projects; Roles and Responsibilities

- A. **Program Pathways and Courses.** IBM will provide to SkillsBuild Participant and its Users access to the Program and to portions of the Platform identified in the applicable Implementation Plan. SkillsBuild Participant shall use the Program and Platform solely for the benefit of SkillsBuild Participant, any Associate Participant, and their Users. The Program includes the Pathways described on <https://skillsbuild.org/>. Pathways consist of courses that Learners complete by successfully meeting all course requirements, which may include a final examination or quiz. Digital Credentials are issued for Users who have successfully completed certain eligible courses. Only the Materials provided by IBM as part of a course are included in the Program; any additional Materials provided by SkillsBuild Participants, Associate Participants, and their Users are not part of the Program. IBM may add additional Materials and courses to the Program as they become available at IBM's sole discretion. IBM may sunset and remove a course from the Program only after providing notice to SkillsBuild Participants that are enrolling Learners in such course. Should a course be sunset at any time during the term of this Agreement, any Learners enrolled in such course will still be enabled to complete the course before it is sunset.
- B. **Projects.** SkillsBuild Participant will collaborate with IBM to participate in the Program through one or more Projects. For each Project, the Parties' respective roles and responsibilities and the scope of the SkillsBuild's

Participant's participation in the Program shall be mutually agreed and documented in an Implementation Plan. The Implementation Plan for the initial Project is attached hereto as Appendix A. Each Implementation Plan will be governed by and subject to the terms of this Agreement.

- C. Associate Participants.** An Implementation Plan may contemplate participation by one or more Associate Participants engaged by SkillsBuild Participant to participate in the Program at no charge to the Associate Participant or its Users. Prior to participating in the Program, the Associate Participant must be approved by IBM after successful completion of the applicable IBM due diligence process and execute a Participation Agreement to agree to all applicable terms and conditions of this Agreement and the applicable Implementation Plan. If an Associate Participant is an agent or contractor to SkillsBuild Participant, SkillsBuild Participant shall ensure that such Associate Participant has been selected through a fair and competitive formal process in compliance with applicable laws and this Agreement. SkillsBuild Participant will not charge any fees to Associate Participant for access to the Program or Platform, and Associate Participant will not impose any additional charge on its Users for access to the Program or Platform. Notwithstanding approval of one or more Associate Participants, SkillsBuild Participant will remain solely responsible for: (i) timely and complete performance of its roles and responsibilities under the Implementation Plans, (ii) for the acts and omissions of its Associate Participants in connection with this Agreement, and (ii) Associate Participant's compliance with the applicable provisions of this Agreement including, but not limited to, compliance with the "Legal and Ethical Conduct" section of this Agreement.

D. Learners and Users.

- i. **Access Rights.** Access to the Program and the Platform will be described in the Implementation Plan and governed by the terms and conditions set forth therein. In addition, Users are bound to comply with the SkillsBuild Privacy Policy and Terms of Use that they are asked to acknowledge or accept during the registration process prior to initial access to the Platform. Users will be notified of changes to the SkillsBuild Privacy Policy or Terms of Use. If Users access a third-party site that is integrated with the Platform, use of such sites may be governed by applicable third-party privacy policies, terms of use or other terms and conditions. If Users require access to any Commercial Software, such access will be governed by the standard applicable terms and conditions, which the User will be required to accept prior to access. Access to IBM Cloud Services will require Users to register for an IBMid, create an IBM Cloud account, and accept the IBM Cloud Terms of Use at <https://cloud.ibm.com/docs/overview?topic=overview-terms>. Users affiliated or enrolled in a course with a qualifying college or university can download or access certain Commercial Software for educational and non-commercial research only if an authorized representative of the college or university registers in IBM's Software Downloads program and Users agree to the IBM SkillsBuild Software Downloads Agreement. SkillsBuild Participant will not charge any additional fees to its Users solely for access to the Program or Platform, except colleges and universities may charge tuition to Learners who enroll in a course that includes access to the Program and the Platform.
- ii. **Qualifications.** Users must be at least thirteen (13) years old for high school students, and eighteen (18) years old for all other Users.
- iii. **Trade Restrictions.** Users will not be permitted to access the Platform from any country or region if such access would violate applicable export and import laws or associated embargo and economic sanction regulations.

III. General Terms and Conditions

A. Consideration

- i. **Consideration.** The contributions of the Parties under this Agreement shall be as stated in the applicable Implementation Plan. SkillsBuild Participant acknowledges this Agreement is made with good and valuable consideration and that it has not relied on any IBM promises, inducements, representations, or other statements made by IBM regarding the value of its participation in the Program.
- ii. **Taxes.** IBM is not responsible for the taxes and duties, if any, that may apply to SkillsBuild Participant's receipt of and participation in the Program.
- iii. **Market Value.** IBM's estimated market value of IBM's provision of SkillsBuild resources under this Agreement is as stated in each Implementation Plan.

B. Legal and Ethical Conduct

This Agreement shall be performed in accordance with the highest standards of integrity and ethical conduct. The Parties acknowledge that the obligations of this Section (Legal and Ethical Conduct) will survive the termination of this Agreement.

- i. **Compliance with Law.** The Parties shall comply with all provisions of all national, federal, state, provincial, and local laws, statutes, rules and regulations, including without limitation anti-corruption and anti-bribery laws, applicable to their performance of obligations under this Agreement.
- ii. **Anti-Terrorism.** The Parties will not undertake any activity that may directly or indirectly support terrorists or acts of terrorism. SkillsBuild Participant will not use any portion of the Platform or its technology to support or promote violence, terrorist activity or related training of any kind, either directly or indirectly (including through support of other organizations or persons engaged in such activity).
- iii. **Trade Compliance.** The Parties shall comply with all applicable export and import laws and associated embargo and economic sanction regulations, including those of the United States and any applicable jurisdictions that prohibit or restrict the import, export, re-export, or transfer of products, technology, services, or data, directly or indirectly, to certain countries, or for certain end uses or end users.
- iv. **Non-Discrimination.** The Parties will comply in every respect with all applicable anti-discrimination laws and IBM's non-discrimination policies that prohibit discrimination based on race, color, religion, sex, gender, gender identity or expression, sexual orientation, national origin, caste, genetics, pregnancy, mental or physical disability, neurodivergence, age, or other characteristics protected by applicable law. Each Party will promptly notify the other Party of any discrimination complaint made in connection with the Project.
- v. **Ethical Conduct.** SkillsBuild Participant represents that it has an established Code of Conduct with which its personnel will comply when performing under this Agreement. In the event of a conflict between SkillsBuild Participant's Code of Conduct and this Agreement, this Agreement shall prevail. If SkillsBuild Participant does not have an established Code of Conduct, SkillsBuild Participant and its personnel shall comply with the IBM Business Conduct Guidelines, available at <https://www.ibm.com/investor/governance/business-conduct-guidelines>. Documentation demonstrating that SkillsBuild Participant complies with the above statements may be required by the local IBM Corporate Social Responsibility Manager from time to time.
- vi. **Anti-Bribery; Conflicts of Interest and Ethics; Future Business Dealings.** Neither Party has reason to believe that entry into or performance of the Agreement raises any actual or potential conflict of interest. This Agreement is independent of any past, present or potential future arrangements, and is not connected to an existing business relationship between the Parties. The Agreement does not obligate either Party to enter into future business with the other. This Agreement is not intended to

influence, and will not influence, the procurement decisions of either Party and this Agreement is not intended, in any manner, to circumvent any federal, state or local procurement or ethics laws or rules. This Agreement will not preclude or restrict IBM from bidding on any business opportunities that might exist with the SkillsBuild Participant or an Associate Participant. Without limiting the generality of the foregoing provisions, no individual associated with or employed by any of the Parties will improperly benefit, whether directly or indirectly, from this Agreement or the actions contemplated hereby. The Parties will not offer, promise, or make, directly or indirectly any payment for the purpose of improperly influencing (or inducing anyone to influence) decisions or actions of any official of a government-controlled entity or public international organization. SkillsBuild Participant will take appropriate action to mitigate or eliminate any conflicts of interest that might interfere with this Agreement or any future agreements between the Parties.

- vii. **Certification/Notification.** Upon written request from IBM, SkillsBuild Participant will certify compliance with the legal and ethical obligations set forth under this Agreement, including the obligations for compliance with the anti-bribery laws. SkillsBuild Participant shall promptly notify IBM, to the extent permitted by applicable law or regulation, if SkillsBuild Participant should learn that any violation of such legal or ethical obligations has occurred relating to activities of SkillsBuild Participant or any Associate Participant under this Agreement.

C. Liability and Enforcement

- i. **Force Majeure.** Neither Party will be liable for any failure or delay in the performance of its obligations under this Agreement to the extent that such failure or delay is caused by fire, flood, earthquake, explosions, elements of nature, acts of God, acts or regulations of governmental bodies, national emergencies, war, terrorism, riots, insurrection, strikes, pandemics or any occurrence beyond the reasonable control of such Party.
- ii. **Indemnification.** SkillsBuild Participant will defend and indemnify IBM and each of its subsidiaries, affiliates, and their respective subcontractors and agents from and against all losses, damages, liabilities, actions, judgments, settlements, penalties, fines, costs, or expenses, including reasonable and documented attorneys' fees (collectively, "**Losses**") arising out of or resulting from any third-party claim, suit, action, or proceeding (each a "**Claim**") against IBM based on, relating to or arising out of: (i) any breach of SkillsBuild Participant's representations, warranties, covenants or other obligations set forth in this Agreement; (ii) any violation of applicable law by SkillsBuild Participant; (iii) SkillsBuild Participant's breach of the anti-bribery provisions in this Agreement; or (iv) loss of or damage to SkillsBuild Participant or any User's records or data. IBM will promptly notify SkillsBuild Participant of any Claim filed against IBM for which IBM would be indemnified pursuant to this section and will reasonably cooperate with SkillsBuild Participant regarding such defense, disposition or settlement; provided, however, that IBM's failure to provide notice or cooperate shall only relieve the obligations of SkillsBuild Participant under this section to the extent such failure results in the forfeiture by SkillsBuild Participant of rights or defenses. Such failure will not, in any event, relieve SkillsBuild Participant of any other obligations to IBM hereunder. SkillsBuild Participant shall not dispose or settle any claim admitting liability on the part of IBM without IBM's prior written consent.
- iii. **Limitation of Liability.** IBM's maximum aggregate liability for any and all claims that may arise from this Agreement or any Implementation Plan, whether in contract or in tort or on any other basis, including claims for IBM's performance or non-performance, shall be limited to the local currency equivalent of twenty-five thousand US Dollars (\$25,000.00 USD) in the aggregate, inclusive of all taxes and damages. Neither Party will be liable for special, incidental, exemplary, indirect or consequential damages, or for lost profits, business, value, revenue, goodwill, or anticipated savings, even if informed of their possibility, except that such limitation does not apply to amounts payable pursuant to indemnification obligations herein.
- iv. **Governing Law.** This Agreement and all matters arising out of or relating to the making or performance of this Agreement, are governed by, construed in accordance with and enforced under the laws of the

Czech Republic, without regard to conflict of law principles. The Parties agree that the United Nations Convention on Contracts for the International Sale of Goods does not apply to the Agreement. Any disputes relating to this Agreement will be brought in a general court in the Czech Republic. Pursuant to Section 1801 of Act No. 89/2012 Coll. (the "Civil Code"), Section 1799 and Section 1800 of the Civil Code as amended, do not apply to transactions under this Agreement. Client accepts the risk of a change of circumstances under Section 1765 of the Civil Code.

D. Intellectual Property

- i. The Materials to be shared amongst the Parties in furtherance of this Agreement may consist of: (i) Materials provided by IBM under this Agreement and any modifications or enhancements made to such works within the scope of this Agreement ("**IBM Materials**"); (ii) Materials provided by SkillsBuild Participant to IBM under this Agreement and any modifications or enhancements made to such works within the scope of this Agreement ("**SkillsBuild Participant Materials**"); and (iii) Materials jointly developed by the Parties within the scope of this Agreement ("**Joint Materials**"). Joint Materials excludes IBM Materials and SkillsBuild Participant Materials. Each Party shall retain all right, title, and ownership to the Materials that it provides under this Agreement. Each Learner also retains all right, title and ownership to works of authorship fixed in any tangible medium of expression (such as documentation, reports, audiovisual works, and drawings) authored by the Learner in the course of participating in the Program or using the Platform.
- ii. SkillsBuild Participant grants IBM a worldwide non-exclusive, term-limited copyright license to use, reproduce, display, perform, distribute, and create derivative works of SkillsBuild Participant Materials, with all such granted rights being internal to IBM and sublicensable to its subsidiaries, affiliates, subcontractors, and agents, in each case solely for the purpose of meeting IBM's obligations to SkillsBuild Participant pursuant to this Agreement.
- iii. IBM grants SkillsBuild Participant a worldwide non-exclusive, term-limited copyright license to use, reproduce, display, perform, distribute IBM Materials, with all such granted rights being internal to SkillsBuild Participant and sublicensable to its Users, Associate Participants, subsidiaries, and affiliates, in each case solely for the purpose of SkillsBuild Participant and its Users to participate in the Program, except SkillsBuild Participant may externally distribute or display marketing materials designed and approved by IBM and provided to SkillsBuild Participant for purposes of marketing the Program.
- iv. All right, title, and interest in the copyright(s) to the Joint Materials (the "**Joint Copyrights**") vests in both Parties jointly and equally; all rights to Joint Copyrights may be exercised by each Party without permission or accounting, including licensing to third parties without permission or accounting.
- v. Except as provided in this Section or in an Appendix, this Agreement does not grant either Party the right to use the other Party's trademarks, names, or logos, or other designations (together a Party's "**Logo and Related Intellectual Property**") in any publicity, publication or other materials, without the other Party's prior written consent. SkillsBuild Participant grants IBM a non-exclusive, non-transferable right and license to use SkillsBuild Participant's Logo and Related Intellectual Property as part of its presentations to non-governmental organizations or others in support of the Program, on one or more IBM SkillsBuild website pages, and on any co-marketed Digital Credential. Any use of the IBM SkillsBuild logotype or any other non-plain text version of the IBM SkillsBuild wordmark requires prior written approval by International Business Machines Corporation, except as permitted by a license to the SkillsBuild Mark set forth in Appendix B attached hereto.
- vi. This entire section "Intellectual Property" applies to an Associate Participant as it does to the SkillsBuild Participant if an Associate Participant also provides Materials, uses IBM Materials or SkillsBuild Materials, or develops Joint Materials in connection with its participation in the Program. By signing a Participation Agreement, an Associate Participant grants to both IBM and SkillsBuild Participant a license to the Materials that it provides under this Agreement and any modifications or enhancements made to such works within the scope of this Agreement, and a right and license to use its Logo and Related

Intellectual Property, each with the same scope and under the same terms as the rights and license granted above by SkillsBuild Participant.

E. Confidentiality

- i. If Confidential Information is exchanged by the Parties, it will be governed a separate Agreement for the Exchange of Confidential Information ("AECI") signed by the Parties, or by the terms of this provision in the absence of an AECI or other non-disclosure agreement. This provision (Confidentiality) does not apply to Content, which is governed by the Content and Data Protection provision below.
- ii. Except as otherwise expressly permitted in this Agreement or an Implementation Plan, each Party will hold in confidence the other Party's Confidential Information and will not use such information for any purpose other than to engage in the activities contemplated by this Agreement, or as otherwise expressly permitted in writing by the other Party, for a period of five (5) years from the initial date of disclosure.
- iii. A receiving Party shall not be required to treat any information as Confidential Information if: (i) it was in the public domain when received or subsequently becomes a part of the public domain by other than a breach of the receiving Party's obligations herein; (ii) it was known to the receiving Party or in its possession, without obligation of confidentiality, at the time of disclosure; (iii) it is disclosed to the receiving Party by a third party who has the right to do so and who does not impose any restriction regarding the use of such information; (iv) is independently developed by the receiving Party; or (v) receiving Party is obligated to produce the information pursuant to applicable law or a court order.

F. Content and Data Protection

- i. SkillsBuild Participant grants the rights and permissions to IBM, its affiliates, and contractors of either, to use, provide, store, and otherwise process Content solely for the purpose of providing the Platform or the Program. Use of the Platform or the Program will not affect SkillsBuild Participant's ownership or license rights in Content.
- ii. IBM, its affiliates, and contractors of either may access and use the Content solely for the purpose of providing and managing the Platform and the Program. IBM will treat Content as confidential by only disclosing to IBM employees and contractors to the extent necessary to provide the Platform or the Program.
- iii. SkillsBuild Participant is responsible for obtaining all necessary rights and permissions to permit processing of Content in the Platform or for IBM to provide the Program. SkillsBuild Participant will give notice and obtain consent (including consent or authorization from a parent or legal guardian if the User is below the age of digital consent under applicable law) as required by law before it provides, authorizes access, or inputs individuals' information, including Personal Data or other regulated data, for processing in the Platform or use by IBM in providing the Program. If requested by IBM or a competent regulator, SkillsBuild Participant will make the record of consents gathered in compliance with this section available to IBM or competent regulator as relevant.
- iv. If any Content could be subject to governmental regulation or may require security measures beyond those specified by IBM for the Platform, SkillsBuild Participant will not provide, allow access to, or input the Content for processing in the Platform or provide or allow access of Content to IBM to provide the Program unless specifically permitted in the applicable Implementation Plan or unless IBM has first agreed in writing to implement additional security and other measures. SkillsBuild Participant is responsible for adequate back-up of Content on its managed systems prior to providing or allowing access of Content to IBM to provide the Program.

- v. The Data Processing Addendum (DPA) at <http://ibm.com/dpa> and the IBM SkillsBuild DPA Exhibit at https://skillsbuild.org/IBM_SkillsBuild_DPA_Exhibit.pdf apply to IBM's processing of Personal Data on behalf of the SkillsBuild Participant.
- vi. For Platform components with self-managed features, SkillsBuild Participant can remove Content at any time. Otherwise, IBM will return or remove Content from IBM computing resources after the expiration or cancellation of SkillsBuild Participant's use of the Platform or Program, or earlier upon SkillsBuild Participant's request. IBM does not archive Content; however, some Content may remain in the Platform backup files until expiration of such files as governed by IBM's backup retention practices.
- vii. IBM and its affiliates and contractors may require use of business contact information and certain account usage information. This information is not Content. Business contact information is used to communicate and manage the SkillsBuild Participant's participation in the Program. Examples of business contact information include name, business telephone, address, email, user ID, and tax registration information. Account usage information is used to enable, provide, manage, support, administer, and improve IBM offerings, including the Platform and the Program. Examples of account usage information include digital information gathered using tracking technologies, such as cookies and web beacons during use of the Platform. The IBM Privacy Statement at <https://www.ibm.com/privacy/> provides additional details with respect to IBM's collection, use, and handling of business contact information and account usage information. Where the SkillsBuild Participant provides information to IBM and notice to, or consent by, individuals is required for such processing by IBM, the SkillsBuild Participant will notify individuals and obtain consent.
- viii. This entire section (Content and Data Protection) applies to an Associate Participant as it does to the SkillsBuild Participant if an Associate Participant provides, makes available or grants access to Content in connection with its participation in the Program. By signing a Participation Agreement, an Associate Participant grants to IBM the same rights and permissions to its Content that is granted above by SkillsBuild Participant. IBM will treat Associate Participant's Content as confidential by only disclosing to SkillsBuild Participant and to IBM employees and contractors to the extent necessary to provide the Platform or the Program.

G. Platform Access and Use Terms (Applicable Only if Project includes Platform Access)

- i. IBM will provide SkillsBuild Participant with access to the Platform to enable its Users to access and use the Platform through Single Sign-On (e.g. via LinkedIn, Google, IBM ID, IBM Identity Manager), or through integration with a Learning Management System via LTI, as described in the Implementation Plan. SkillsBuild Participant and its Users may only access and use the Platform and the IBM Materials available via the Platform in support of the work described in the Agreement and Implementation Plan and not for any other purpose.
- ii. Availability of the Platform is subject to maintenance and unanticipated conditions. SkillsBuild Participant will provide hardware, software and connectivity to access and use the Platform. IBM will not, except as otherwise provided in the Agreement or an Implementation Plan, provide hardware, software or connectivity.
- iii. IBM may monitor use of the Platform by SkillsBuild Participant and its Users. SkillsBuild Participant agrees not to submit or upload any materials or software through the Platform except as required for use of the Platform in connection with participation in the Program.
- iv. SkillsBuild Participant and its Users may only access the Platform using methods that have been defined and allowed by IBM. SkillsBuild Participant will promptly inform IBM in writing of any relevant changes to the Users so that IBM can disable their accounts or modify the User's access as necessary.

- v. SkillsBuild Participant is responsible for the use of the Platform by its Users and will control access to the Platform. SkillsBuild Participant is responsible for ensuring that any unique link or credentials for Platform access that is generated for the SkillsBuild Participant is only shared with its Users. SkillsBuild Participant will immediately contact IBM if it suspects any unauthorized user has accessed or attempted to access or use the Platform or the Materials available via the Platform in a way that violates the terms and conditions of the Agreement.
- vi. Neither SkillsBuild Participant nor its Users will use the Platform to undertake any activity that: (i) is unlawful, fraudulent, harmful, malicious, obscene, or offensive; (ii) threatens or violates the rights of others; (iii) disrupts or gains (or intends to disrupt or gain) unauthorized access to data, services, networks, or computing environments within or external to IBM; (iv) sends unsolicited, abusive, or deceptive messages of any type; or (v) distributes any form of malware.
- vii. SkillsBuild Participant will not, and will not allow its Users or any third party to: 1) reverse engineer any portion of the Platform; or 2) assign or resell direct access to the Platform to a third party other than an Associate Participant or as otherwise permitted by IBM.

H. Warranty, Representations, Disclaimer

- i. The Parties each individually represent and warrant that: (a) they have the full right, power, and authority to enter into this Agreement and perform its obligations hereunder; and (b) when executed and delivered by both Parties this Agreement will constitute a legal, valid, and binding obligation on each Party, enforceable against each Party in accordance with its terms and conditions.
- ii. THE PROGRAM, THE PLATFORM AND ALL COMPONENT(S) THEREOF, AND ANY MATERIALS, DELIVERABLES OR SERVICES PROVIDED BY IBM UNDER THIS AGREEMENT ARE PROVIDED “AS IS”, AND IBM MAKES NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OR CONDITIONS OF SATISFACTORY QUALITY, MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. IBM DOES NOT WARRANT UNINTERRUPTED OR ERROR-FREE OPERATION OF THE PLATFORM OR THAT IT WILL CORRECT ALL DEFECTS. WHILE IBM ENDEAVORS TO PROVIDE SECURITY MEASURES TO KEEP DATA SECURE, IBM DOES NOT WARRANT IBM CAN PREVENT ALL THIRD-PARTY DISRUPTIONS OR UNAUTHORIZED THIRD-PARTY ACCESS.

I. General Provisions

- i. **Term & Termination.** This IBM SkillsBuild Framework Agreement shall take effect on the Effective Date and apply for a period of one year. Thereafter, it shall automatically renew for successive periods of one year unless either Party provides notice no later than 90 days prior to the end of the term of such Party's intent not to renew. The term of each Project will be specified in the applicable Implementation Plan. In addition, this IBM SkillsBuild Framework Agreement or any Implementation Plan may be terminated by either Party on 30 days prior written notice. IBM may terminate this Agreement, or an Implementation Plan or a Participation Agreement, immediately upon written notice if the SkillsBuild Participant or its User or Associate Participant is in material breach of its obligations under this Agreement.

IBM may suspend or limit, to the extent necessary, access to the Platform by SkillsBuild Participant, a User or Associate Participant if IBM reasonably determines that there is a material breach of its obligations, a security breach, a violation of law, or a breach of the Platform Access and Use Terms set forth above.

- ii. **Notices.** All notices required hereunder must be in writing and sent by tracked first-class mail, hand delivery or overnight courier, with a copy by email, to the other Party's Implementation Manager or primary point of contact at the business address specified for the Agreement or such other address as

such Party may hereafter specify for that purpose by notice to the other Parties. Any notice shall be deemed to have been given on the date of its actual receipt.

- iii. **Assignment.** This Agreement may not be assigned in whole or in part without the prior written consent of the other party (which shall not be unreasonably withheld).
- iv. **Relationship of the Parties; Nonexclusive Relationship.** Nothing contained in this Agreement will be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the Parties, and neither Party has authority to contract for nor bind the other Party in any manner whatsoever. This Agreement outlines a non-exclusive relationship between the Parties.
- v. **No Third-Party Beneficiaries.** This Agreement is for the sole benefit of the Parties and their respective successors and permitted assigns, and nothing herein, express or implied, is intended or shall be construed to confer upon any third party any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Agreement.
- vi. **Severability.** If any term or provision of this Agreement is found invalid or unenforceable, the remaining provisions remain in full force and effect. Upon a determination that any term or provision is invalid or unenforceable, the Parties shall negotiate in good faith to modify this Agreement to affect their original intent.
- vii. **Waiver.** No waiver by any Party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth herein, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising hereunder will operate or be construed as a waiver thereof; and any single or partial exercise of any right, remedy, power, or privilege hereunder will not preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.
- viii. **Survival.** Any rights and obligations which by their nature survive and continue after any expiration or termination of this Agreement will survive and continue and will bind the Parties and their successors and permitted assigns, until such obligations are fulfilled.
- ix. **Whole Agreement; Amendments.** This IBM SkillsBuild Framework Agreement and each Implementation Plan is the whole, complete, and exclusive agreement between the Parties regarding the subject matter hereof and supersede any prior oral or written communications or understandings between the Parties related to the subject matter hereof. All material changes to this IBM SkillsBuild Framework Agreement or an Implementation Plan must be made in writing and accepted by the Parties.
- x. **Electronic Execution; Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one agreement. Any reproduction of this Agreement made by reliable means is considered an original. A signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[Signature Page to Follow]

IN WITNESS WHEREOF, IBM and SkillsBuild Participant, intending to be legally bound, have executed this IBM SkillsBuild Framework Agreement as of the dates below by their respective duly authorized representatives.

Prague University of Economics and Business	IBM Česká Republika, spol. s r.o.
By:	
Authorized Signature Pavel Hnát Vice-Rector for Education and Quality Assurance	Authorized Signature Miroslav Petrla Chief Financial Officer IBM Czech Republic, IBM Slovakia & IBM ISC
Date: 7/7/2025	Date: 7/10/2025

Appendix A
IBM SkillsBuild Implementation Plan #1

This Implementation Plan #1, effective as of the date of last signature below, is made between International Business Machines Corporation ("IBM") and Prague University of Economics and Business ("SkillsBuild Participant"), pursuant to the IBM SkillsBuild Framework Agreement (ID# 4151) between IBM and SkillsBuild Participant (the "Agreement"). This Implementation Plan, including any exhibit attached hereto, is subject to and governed by the terms and conditions of the Agreement. Capitalized terms used herein are defined in the Agreement.

A. Project Scope.

- i. The Parties agree to implement the Project as described in this Implementation Plan. The term of this Implementation Plan shall be from 01-July-2025 to 30-June-2026 ("Project Term").
- ii. This Implementation Plan shall be performed in connection with the following Associate Participants: none.
- iii. If this Implementation Plan includes a cash grant from IBM, it will be as specified on Exhibit 1 to this Implementation Plan and subject to the additional terms and conditions listed thereon. This Implementation Plan includes a cash grant: yes.
- iv. IBM's estimated annual market value of IBM's provision of IBM SkillsBuild Program resources under this Implementation Plan is up to \$39,118.13, based on the Project as approved by IBM including factors such as the expected number of Learners, the value of the cash grant from IBM (if any), the standard IBM list prices for technology and services, and fees paid by IBM for third party content and services. IBM will calculate and report the final market value based on actual implementation of the Project.
- v. Any change to the Project Term or other material change to the scope of this Project must be documented in a Project Change Request or other writing accepted by the Parties.

B. Project Description.

- i. High level project outline:
 - a. The "SkillsBuild for VŠE" initiative is a strategic partnership between IBM and the Prague University of Economics and Business (VŠE), aimed at embedding cutting-edge digital competencies into higher education. Targeting 1,000 students and 100 faculty members, the program will integrate IBM's SkillsBuild platform into existing curricula, focusing on high-demand areas such as AI, agile methodologies, data, and sustainability. Through a blend of micro-credentials, project-based learning, and alignment with AACSB accreditation goals, the initiative seeks to enhance employability and digital readiness among Czech university students aged 18–22. The project will be implemented across academic terms with support from in-house training and project management teams, and promoted via hackathons, bootcamps, and student-led campaigns. The overarching impact goal is to ensure that graduates are better equipped to meet the learning objectives of their study programs and thrive in a rapidly evolving digital economy.
- ii. Focus of SkillsBuild content plans and Pathways included in the Project:
 - a. Agile/AI/Data/Design Thinking/Employability Skills/IT/Project Management
- iii. Implementation timelines with key milestones:
 - a. First payment: 70 000 CZK in June/July 2025
 - b. Planning and setup (months 1-2)
 - c. Promotion and engagement (months 3-6)
 - d. Progress report & second payment: 55 000 CZK in January/February 2026
 - e. Growth and scaling (months 7-10)
 - f. Consolidation and recognition (months 11-12)
- iv. Successful implementation of the Project is dependent on the following known risks and dependencies: *Curriculum integration complexity, Faculty engagement and adoption, Change in personnel*

- v. Project KPIs, from the proposal approved by the IBM Steering Committee:

Category	Target Approved
Engaged Learners Participating in Learning Activities	1000
Learners Engaged in Guided Learning Experiences	100
Learners achieving employed status (Adult Learners only)	1000

C. IBM has the following responsibilities:

- i. Provide the following resources to SkillsBuild Participant, free of charge:
 - Learning Experience designer – helping with building learning pathways
 - *Assessment of Moodle integration possibilities (and integration itself)*
 - *IBM SkillsBuild enablement*
- ii. Designate an IBM CSR relationship manager to manage the success of the relationship with the SkillsBuild Participant (CSR Manager).
- iii. Designate a primary point of contact to oversee Project implementation (Implementation Manager).
- iv. Designate a primary contact to oversee onboarding of the SkillsBuild Participant into the Platform and Program (Digital Success Manager).
- v. Provide professional, digital, and role-based content that can lead to Digital Credentials.
- vi. Provide access to the following parts of the Platform:
 - **IBM SkillsBuild for Academia** supporting college and university students and educators, including the following:
 1. SkillsBuild Service Center (for access management, managing Learner registrations, tracking Learners' progress, and building Pathways)
 2. Unique self-registration URL(s) for Learner registrations.
 3. SkillsBuild Partner Community for enablement materials and communication among Learners, SkillsBuild Participants, and IBM's SkillsBuild team (provided outside the Platform via SSO integration with the Platform)
 4. Supplemental curated learning plans.
 5. Virtual Assistant and email support for SkillsBuild Participant and its Users.
 6. Integration with the institution's Learning Management System via LTI.
 7. SkillsBuild Software Downloads, with access provided to Users with an email address issued by the college or university.
- vii. Provide professional services for SkillsBuild Participant and its Users including:
 - Platform training, operational and technical support
 - Thought leadership around implementation strategies and platform usage
 - Collaborate with SkillsBuild Participant on exploration of new Pathways including SkillsBuild Materials, Digital Credentials, and project-based learning experiences.
- viii. Provide materials and support to help solve implementation gaps, content curation/alignment, standards alignment.
- ix. Provide supplemental programming that leverages learning experiences into a practical outcome, such as project-based learning experiences.

D. The SkillsBuild Participant has the following responsibilities:

- i. Designate one or more individuals who will serve as the SkillsBuild Participant's primary point of contact ("POC") regarding the relationship between the Parties and who will be responsible for learning the administrative components of the Platform and driving Learner use of the Platform;
- ii. Dedicate personnel and resources necessary to implement the Project;

- iii. Identify, recruit and register Learners for the Program through the use of their ongoing marketing and communication efforts;
- iv. Co-design and develop implementation and activation plans aligned with Learner needs;
- v. Collaborate with IBM on exploration of new Pathways including SkillsBuild Materials, Digital Credentials, and project-based learning experiences;
- vi. Collaborate with IBM to enable the best possible experience for Learners and to identify Project opportunities, such as identification of new Pathways, Digital Credentials, Projects, SkillsBuild Materials, etc.
- vii. Provide regular (monthly) feedback to IBM on the use of the Platform and opportunities for improvement of the Program;
- viii. Provide quarterly status reports to IBM on the achievement of project KPIs and assigned project milestones;
- ix. Continually monitor Learner progress and engagement against agreed upon KPIs; promote and maintain an active user base of Learners by conducting engagement activities to encourage Learners to take courses, complete Pathways and earn Digital Credentials;
- x. Implement controls to limit access to the Platform to authorized Users;
- xi. Obtain from Users their agreement to comply with the terms of this Agreement; and
- xii. Perform suitable content backups for Project work performed by Users on the Platform.

[Signature Page to Follow]

IN WITNESS WHEREOF, IBM and SkillsBuild Participant, intending to be legally bound, have executed this Implementation Plan as of the dates below by their respective duly authorized representatives.

Prague University of Economics and Business	IBM Česká Republika, spol. s r.o.
By:	
Authorized Signature	Authorized Signature
Pavel Hnát Vice-Rector for Education and Quality Assurance	Miroslav Petrla Chief Financial Officer IBM Czech Republic, IBM Slovakia & IBM ISC
Date: 7/7/2025	Date: 7/10/2025

**Exhibit 1 to Implementation Plan
IBM SkillsBuild Cash Grant Terms and Conditions**

As part of the IBM SkillsBuild Framework Agreement between International Business Machines Corporation (“IBM”) and Prague University of Economics and Business (ID# 4151) (the “Agreement”) and the Implementation Plan #[1] under the Agreement to which this Exhibit is attached (the “Implementation Plan”), IBM has agreed to make a cash grant to Prague University of Economics and Business (“SkillsBuild Participant” and for the purpose of this Exhibit, the “Grantee”) to support the Project described in the Implementation Plan (the “Purpose”) in accordance with terms and conditions herein. This Exhibit is hereby incorporated into the Implementation Plan with this reference. Capitalized terms are used herein as defined in the Agreement or the Implementation Plan.

The total amount of the authorized cash payments is \$ CZK 125000.00 (the “Grant”), to be paid as follows:

Payment Amount	Timing of Disbursement	Milestones, Deliverables, and Pre-Conditions to Disbursement (if any)
70000 CZK	June/July 2025	Agreement signed
55000 CZK	January 2026	Progress report submitted by SkillsBuild participant and accepted by IBM

1. **Grant Period.** The Grant will be provided over the period between: 01-July-2025 to 30-June-2026 (the “Grant Period”). Extension of the Grant Period will be made only upon the written agreement of the Parties.
2. **Use of Grant Funds.**
 - a. Grant funds may only be used for the Purpose. No portion of the Grant may be used or expended for any other purposes without IBM’s prior approval in writing.
 - b. Any portion of the Grant not expended or committed (i) for the Purpose, (ii) in substantial accordance with the Milestone Payments and Schedule set forth in Section 3 of this Exhibit, or (iii) within the Grant Period specified above, will be returned promptly to IBM unless IBM and Grantee agree in writing to an extension of the Grant Period or a redirection of the funds to another project.
 - c. No part of the Grant is to be used for the benefit of any other organization without the prior written approval of IBM. Grantee shall obtain the prior written consent of IBM before transferring of any part of the Grant to another organization and any recipients approved by IBM shall be subject to all conditions and restrictions established by IBM for Grantee. Grantee will not assign this Agreement to third parties or Affiliates without the prior written consent of IBM. Any unauthorized assignment of this Agreement is void.
 - d. No part of the Grant is to be used to carry on propaganda, for the purposes of lobbying, or otherwise attempt to influence legislation. The term “legislation” includes the introduction, enactment, defeat or repeal of any legislation by any legal body, any local township council or similar governing body, and any public referendum, initiative, constitutional amendment or similar procedure.
 - e. No part of the Grant is to be used to influence the outcome of any specific public election or to carry on, directly or indirectly, any voter registration drives. Such activities include but are not limited to: (i) publishing or distributing printed statements on behalf of, or in opposition to, any candidate, (ii) paying the salaries and expenses of campaign workers, or (iii) conducting, or paying the expenses of, a voter registration drive.
 - f. No part of the Grant shall be used for any purpose other than a charitable, scientific, or educational purpose.
 - g. No part of the Grant shall be used to undertake any activity that may directly or indirectly support terrorists or acts of terrorism, or for any other unlawful purpose.

- h. No part of the Grant shall be used to undertake any activity that may directly or indirectly violate, or cause IBM to be in violation of, export controls or sanctions laws, including those of the United States.
 - i. Grantee agrees that no individual associated with or employed by Grantee will improperly benefit, whether directly or indirectly, from the Grant.
- 3. **Payments Schedule.** The Grant will be disbursed substantially in accordance with the disbursement schedule set forth in the table above upon achievement of the assigned milestones and/or performance of the assigned deliverables (if any) set forth therein.
- 4. **Books and Records.**
 - a. The Grant funds shall be listed and tracked separately on Grantee's books of account as if in trust for the purposes and on the terms and conditions herein set forth.
 - b. Grantee agrees to record in accordance with generally accepted accounting principles all Grant receipts and expenditures.
 - c. Grantee agrees to retain all books and records of the Grant usage, receipts and expenditures and copies of all reports submitted to IBM for a period of at least six (6) years following termination of this Agreement or completion of all such receipts and expenditures, whichever is later.
 - d. Grantee agrees to permit IBM, at its request, or IBM's third-party auditors, to have reasonable access to the Grantee's files, records and personnel relevant to this project for the purpose of making such audits or program evaluations as it deems necessary concerning the Agreement.
 - e. Grantee agrees to provide its full cooperation with any such audit or program evaluation referenced in this section. For the avoidance of doubt, (i) any books, records and materials contemplated under this section, and (ii) any auditor program evaluation contemplated under this section, shall encompass Grantee's compliance with the anti-bribery related provisions in this Agreement.
- 5. **Grant Completion Reporting.** Grantee agrees to complete and submit an IBM Grant Completion Form to IBM within thirty (30) days, or another reasonable period of time agreed to by IBM and Grantee, after the conclusion of the Grant Period to certify Grantee's receipt of the Grant from IBM and completion of the Grant for the Purpose in accordance with this Agreement. If requested, Grantee agrees to provide a financial report to IBM at the conclusion of the Grant Period. The report shall be provided to IBM within a reasonable period of time after the close of the Grant Period. The report shall include a full and complete statement detailing the manner in which the Grant has been used, and a report on Grantee's compliance with the terms and conditions of the Agreement. The report shall be in the form and substance acceptable to IBM and consistent with Grantee's financial reporting systems and generally accepted accounting principles. All statements shall be attested to by a responsible officer of Grantee.
- 6. **Grantee's Charitable Status.** Grantee shall not take any action, or fail to take any action, that it might reasonably be expected to know would, or could with the passing of time, have a material adverse effect on the tax-exempt status of the Grantee. The foregoing restriction shall apply whether or not such action or inaction is contemplated herein.
- 7. **Remedies.** If Grantee violates or is likely to violate any of the terms and conditions set forth herein, in addition to those remedies provided in the Agreement or by applicable law:
 - a. IBM shall have the right to immediately terminate payments of the Grant;
 - b. IBM shall have the right to retain any undistributed funds with no further obligation to distribute funds; and
 - c. IBM shall have the right for reimbursement from Grantee for any money spent outside of the authority granted herein.

The rights and remedies set forth herein are not exhaustive and shall be cumulative. Exercise by IBM of one such remedy shall not preclude exercise by it of the other remedies set forth herein and/or other remedies available to IBM in law or equity.

8. **Undistributed Funds; Right of Reimbursement.** IBM shall have the right to retain any undistributed funds with no further obligation to distribute funds; and IBM shall have the right to be reimbursed by Grantee for any money spent outside of the authority granted herein.

Appendix B
IBM SkillsBuild Mark License Agreement

Attention: [REDACTED]
Vice-Rector for Education and Quality Assurance
Nam. W. Churchilla 4
Prague 3
Czech Republic
Email: [REDACTED]

Re: Permission to use the Mark(s) as defined in Exhibit 1 in the following manner:

Scope of Use:	To promote and further the collaboration between IBM and Prague University of Economics and Business established in the IBM SkillsBuild Framework Agreement ("IBM's Role")
Website ("Website"):	https://www.vse.cz/english/
Term of Use:	The term of this trademark license shall begin on the start date of the first Implementation Plan and conclude on the end date of the final Implementation Plan as established in the IBM SkillsBuild Framework Agreement between the two parties ("Term")
IBM Contact:	[REDACTED] IBM Corporation Email: [REDACTED]

International Business Machines Corporation ("IBM") is the owner of all right, title and interest in and to the IBM SkillsBuild mark(s) as listed in Exhibit 1 attached hereto ("Mark(s)"). You and IBM (or its authorized subsidiary) are parties to this trademark license ("License Agreement").

IBM is pleased to grant you permission for a non-exclusive, royalty free, revocable, and non-transferable right and license to use the Mark during the Term solely to indicate IBM's Role under the conditions specified in this License Agreement. The Mark may only be used on the following materials for the sole purpose of referring to the SkillsBuild program (collectively, "Marketing Materials"): digital and printed fliers and posters, social media tiles, and the Website.

IBM has specific requirements for merchandise. All requests to put the Mark on merchandise must be separately approved by IBM in writing. Contact [REDACTED] for any questions or approvals.

The Mark(s) may only be presented on the Marketing Materials in the form as provided by IBM, electronically or otherwise in writing, and only in accordance with the IBM Logo and Brand Guidelines for Third-Party Users published at <https://www.ibm.com/design/language/ibm-logos/8-bar/#third-party-logo-usage>, which may be modified from time to time and form part of the terms of this License Agreement.

You will provide your IBM Contact with a mockup of all Marketing Materials on which the Mark is to be used, for approval prior to such use, to ensure the Mark is presented correctly. Any changes required to properly present the Mark will be made at your expense.

You shall have no ownership rights in the Mark and shall acquire no ownership rights in the Mark as a result of your performance or breach of this License Agreement. All use and the goodwill created from such use of the Mark shall inure solely to the benefit of IBM.

Except for the Marketing Materials identified above for the purpose of indicating IBM's sponsorship of the IBM SkillsBuild program and collaboration between IBM and Prague University of Economics and Business to promote such program, you agree that you will not use the Mark in any way that says or suggests that IBM has endorsed, certified, approved or warranted your products or services, your Website, or anything else, including the quality, reliability, or performance of any of the foregoing. You agree not to use the Mark on any portion of any website that is the same or similar in appearance, layout or design to the appearance, layout or design of any portion of any IBM website.

If the Website is a social media website, the Mark may only be displayed, under this permission, on corresponding website page(s) owned by IBM or by you.

You may not, either directly or indirectly, sublicense, assign, or in any way encumber the Mark or assign this License Agreement. Any attempt to do so shall be void and will result in immediate termination of this License Agreement.

IBM, or its authorized subsidiary, may terminate your rights under this License Agreement:

(a) on three (3) days written notice to you for cause if you breach any terms of this License Agreement or the attachments, or if you engage in tarnishment of the Mark, dilution of the Mark, or other conduct detrimental to IBM's interest in the Mark, including: (i) challenging or taking any action adverse to IBM's rights in the Mark, or (ii) using or applying to register any mark confusingly similar to or incorporating the Mark; or

(b) on thirty (30) days written notice to you without cause at IBM's sole discretion.

Following termination, you will have three (3) days to remove the Mark from the Website and other Marketing Materials in your possession, and to provide IBM with written confirmation that such actions have been taken.

The terms of this License Agreement shall be governed and construed in accordance with the State of New York without regard to or application of the conflicts of laws principles, and may only be modified in writing signed by both parties. Any changes to the terms of this License Agreement, not authorized by IBM, or its authorized subsidiary, are void.

This License Agreement and any amendments hereto may be signed in one or more counterparts, each of which, when signed and delivered to the other party hereto, shall be deemed an original. All such counterparts together shall constitute one and the same valid and binding agreement, even if all the parties hereto have not signed the same counterpart. Signatures to this License Agreement may be delivered electronically or by facsimile, in which case the electronic or facsimile copy of an original signature shall be deemed to be an original signature.

This License Agreement constitutes the sole, complete and exclusive agreement between IBM and you regarding your use of the Mark.

If you agree to the foregoing, please have this License Agreement signed by a duly authorized person in your organization and return a signed copy (via mail, e-mail, or facsimile).

[Signature Page to Follow]

INTERNATIONAL BUSINESS MACHINES CORPORATION

By:



Authorized Signature

Justina
Nixon-Saintil
Title: Vice President and Chief Impact Officer

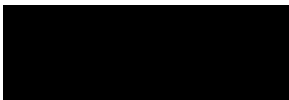
Date: 7/10/2025

ACCEPTED AND AGREED:

Prague University of Economics and Business

I represent and warrant that I am duly authorized and have legal capacity to execute and deliver this License Agreement on behalf of Prague University of Economics and Business, that the performance of such party's obligations hereunder have been duly authorized, and with the signature (or other insignia) below, this License Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

By:



Authorized Signature

Name: Pavel Hnát
Title: Vice-Rector for Education and Quality Assurance

Date: 7/7/2025

Exhibit 1 to IBM SkillsBuild Mark License Agreement

List of Marks

Word Mark	Country	Class
SKILLSBUILD	Czech Republic	16, 35, 36, 41, 42 and 45 as registered

Logo Type
IBM SkillsBuild