Agreement on participation in the solution of R&D project

No. TQ26000006 entitled "MAESTRO: LLM-Enhanced Cybersecurity Network Monitoring and Its Governance"
and on the application of R&D results (this "Agreement")

which agreement, according to the provisions of par. 1746 of the Act No. 89/2012 Coll. the Civil Code, as amended, and in accordance with the respective provisions of the Act No. 130/2002 Coll. on the support for research, experimental development and innovations from public funds and on changes in some related Acts (Support for R&D Act) as amended, is concluded on the day, month and year given below, by the Parties:

Article 1.
Parties to the Agreement

1.1 Flowmon Networks a.s.
Based in: Škrobárenská 511/5, Trnitá, 617 00 Brno, Czech Republic
IN: 27730450
TIN: CZ27730450
entered in section B, entry 4906 of the Trade Register kept by the Regional Court in Brno
Banking details: ČSOB a.s., Brno branch
Account number: [redacted]
Statutory authority: Ing. Miroslav Derych, Member of the board of directors

(hereinafter referred to as "Recipient" or "Flowmon")

and

1.2 Brno University of Technology
Based in: Antonínská 548/1, 602 00 Brno, Czech Republic
For the part of the university: Faculty of Information Technology
Address for correspondence: Božetěchova 1/2, 612 00 Brno
IN: 00216305
TIN: CZ00216305
Established by University Act No 111/1998 Sb.
Banking details: Komerční banka, a.s.,
SWIFT code: [redacted]
Account No.: [redacted]
IBAN: [redacted]
Statutory authority: doc. Ing. Ladislav Janíček, Ph.D., MBA, LL.M., rector
on behalf of: doc. Dr. Ing. Petr Hanáček, dean of Faculty of Information Technology

(hereinafter referred to as the "BUT")

and

1.3 National Taiwan University of Science and Technology
Based in: No.43, Keelung Rd., Sec.4, Da'an Dist., Taipei City 106335, Taiwan
IN: 004475539
TIN: 04126516
Statutory authority: Tai-Lin Chin, Chairman

(hereinafter referred to as the "NTUST")

and

1.4 National Institute of Cyber Security
Based in: No. 143, Yanping S. Rd., Zhongzheng Dist., Taipei City 100057, Taiwan
IN: 88385753
Statutory authority: Ying-Dar Lin, President

(hereinafter referred to as the "NICS")

and

1.5 ORing Industrial Networking
Based in: 3F., No.542-2, Zhongzheng Rd., Xindian Dist., New Taipei City 23148, Taiwan
IN: 28942349
Statutory authority: Zuo Jun Shih, Chief Executive Officer

(hereinafter referred to as the "ORing")

Flowmon, BUT, NTUST, NICS and ORing are all together referred to as the "Parties" or the "Project Participants."

Article 2.
Purpose of Agreement

2.1 The purpose of this Agreement is to specify (i) the conditions of cooperation of the Parties on the solution of the R&D project entitled "MAESTRO: LLM-Enhanced Cybersecurity Network Monitoring and Its Governance" registered under the Czech Republic No. TQ26000006 (the "Czech Project") and Taiwan (Republic of China) No. 114WFA2510904 (the "Taiwan Project" and together with the Czech Project, the "Project"), and (ii) the principles for the use of, or rights regarding, the project results.

Article 3.
Project solution

3.1 The term of this Agreement shall commence **on January 1, 2026** and shall remain in effect until the occurrence of either the (a) completion of the Project or (b) termination pursuant to Article 11.6 (*Termination*). Certain provisions including Articles 7, 8, 9, 10, 11) that by their nature are intended to survive shall survive termination.

3.2 The Project's goal is to change the way network security is monitored by integrating Large Language Models (LLMs) into the Flowmon platform to enhance explainability, interactivity, and automation in processing and interpreting network data. Three main software products (Prompt gate, Data bridge framework and Network action manager) and two additional results (research papers) will be delivered.

3.3 For the purpose of the Project, the Parties aim to develop the following project results:

(i) Prompt gate (Software) – Prompt gate (V1) is a middleware component designed to integrate various software applications with LLMs. As a trusted gateway, it manages the entire process of receiving data requests from LLMs, generating appropriate prompts, sending these to the LLM providers, processing the responses, and returning the processed data to the requesting software. A critical feature of this component is its robust security framework that enforces stringent control, validation, and filtering mechanisms for both incoming prompts and generated responses. This ensures the mitigation of risks such as prompt injection, hallucinations, and data leakage. Prompt gate will guarantee that other project outputs (V2 and V3) interact with the LLM within a secure and production-ready environment.

(ii) Data bridge framework (Software) – Data bridge framework (V2) functions as the data integration layer for the Flowmon tool. It gathers, aggregates, transforms, and enriches various data sources from the Flowmon environment, including NetFlow, ADS events, and telemetry, into a user-accessible format. The system combines different network data to create detailed insight reports. Additionally, the framework acts as an interface for natural language-based data interaction, enabling users to query and retrieve network data using natural language queries instead of domain-specific commands. This system provides the foundation for autonomous event processing - Network action manager developed in V3.

(iii) Network action manager (Software) – Network action manager (V3) will serve as the system's intelligent decision-making and response coordination module. It automates the execution of security analysis operations needed for the security events triage, such as evidence gathering, risk assessment, and incident evaluation. By replacing static rules with LLM based context aware reasoning, this output enables faster, more accurate responses to threats, directly supporting the project's goal of reducing analyst workload and accelerating incident resolution. The software will depend on Data bridge framework (V2) as it will be used as a bridge between the result and the network data.

(iv) BUT research paper – preliminary name: Exploring Large Language Models for Adaptive Malware Threat Intelligence Extraction.

(v) NTUST research paper – preliminary name: Solving backdoor and privacy issues in open source LLMs focused on security applications.

Planned achievement date of all the results is 31.12.2028.

Article 4.
Researcher team

4.1 The research team for the Project shall be made up of people who significantly participate in the project solution and are in an employment relationship with any of the Project Participants.

4.2 The person responsible for the solution and professional level of the project on the part of Flowmon is [redacted]

4.3 The person responsible for the solution and professional level of the project on the part of BUT is [redacted]

4.4 The person responsible for the solution and professional level of the project on the part of NTUST is [redacted]

4.5 The person responsible for the solution and professional level of the project on the part of NICS is [redacted]

4.6 The person responsible for the solution and professional level of the project on the part of ORing is [redacted]

Article 5.
Factual content of cooperation between Project Participants

5.1 In order to fulfil the subject of this Agreement as specified above, the Parties shall undertake to cooperate with each other so that they will ensure that any researcher employed by any Party will cooperate (work) with the other researchers employed by other Parties on the solution of the following tasks within the framework of the stages (work packages, hereinafter referred to as "WP") specified in the project application.

(i) WP1 Human-Centric Insights
- T1.1 Research on network insights, Q1/2026- Q2/2027, BUT+Flowmon
- T1.2 Development of data ingestion pipeline, Q2-Q4/2026, Flowmon
- T1.3 Development of insight report generator, Q4/2026-Q1/2028, Flowmon
- T1.4 Development of data fusion, Q1-Q3/2027, Flowmon
- T1.5 Validation of insight reports, Q3-Q4/2027, Flowmon
- T1.6 Testing, validation, documentation, Q3-Q4/2028, Flowmon

(ii) WP2 Language-Based Control Layer
- T2.1 Research on querying and users' intent, Q1/2026-Q2/2027, BUT+Flowmon
- T2.2 Development of language interface, Q2/2026-Q2/2028, Flowmon
- T2.3 Development of conversational workflows, Q1-Q4/2027, Flowmon
- T2.4 Usability testing of the interface, Q4/2027-Q1/2028, Flowmon
- T2.5 Testing, validation, documentation, Q3-Q4/2028, Flowmon

(iii) WP3 Autonomous Events Triage
- T3.1 Research on autonomous events triage, Q1/2026-Q2/2028, Flowmon
- T3.2 Research on reasoning malware detection, Q1-Q4/2026, BUT
- T3.3 Research on LLM driven threat correlation, Q3/2026-Q2/2027, BUT
- T3.4 Development of autonomous processing, Q1/2027-Q4/2028, Flowmon
- T3.5 Malware detection evaluation, Q3/2027-Q2/2028, BUT
- T3.6 Development of data gathering subroutines, Q4/2027-Q2/2028, Flowmon
- T3.7 Creation of actionable events triage reports, Q2-Q3/2028, Flowmon
- T3.8 Validation of the autonomous processing, Q3-Q4/2028, Flowmon

T3.9 Testing, validation, documentation, Q3-Q4/2028, Flowmon

(iv) WP4 LLM Governance, Control, Security

T4.1 Research on prompts evaluation, Q1-Q2/2026, BUT+Flowmon

T4.2 Development the prompt management, Q1-Q4/2026, Flowmon

T4.3 Research on data leakage prevention, Q1/2026-Q2/2027, NTUST

T4.4 Research on unlearning techniques, Q1/2027-Q2/2028, NTUST+ORing

T4.5 Research on misuse prevention, Q4/2027-Q4/2028, NTUST+NICS

T4.6 Implementing the security framework, Q1-Q4/2028, Flowmon

T4.7 Testing, validation, documentation, Q4/2028, Flowmon

Article 6.
Project funding

6.1
Project funding in the Czech Republic (TACR)

6.1.1 Under this Agreement, Flowmon will receive 15.473.439,- CZK for the project non-investment earmarked funds (the "Czech Project Fund") as provided by TACR ("TACR" or the "Czech Funding Provider") and undertakes to transfer to BUT, for the solution of the above factual content, portion of such Czech Project Fund in an amount of:

7.500.000,- CZK

specifically:

- in 2026 in an amount of 2.500.000,- CZK
- in 2027 in an amount of 2.500.000,- CZK
- In 2028 in an amount of 2.500.000,- CZK

The total amount and sources for the Czech Project Fund for Flowmon and BUT are specified as follows (in CZK):

	2026	**2027**	**2028**	**Total**
Amount of funding Flowmon	2.910.938	2.657.813	2.404.688	7.973.439
Amount of funding BUT	2.500.000	2.500.000	2.500.000	7.500.000
Other resources Flowmon	2.151.562	2.404.687	2.657.812	7.214.061
Other resources BUT	0	0	0	0
Total sources	**7.562.500**	**7.562.500**	**7.562.500**	**22.687.500**
Funding rate	71,55%	68,20%	64,86%	68,20%

6.1.2 Flowmon is obliged to remit the portion of the Czech Project Fund as set forth in Section 6.1.1 to BUT via wire transfer to BUT's bank account given in Section 1.2, within twenty (20) days after receiving the Czech Project Fund from the Czech Funding Provider.

6.1.3 In case the Czech Funding Provider decides to provide a different amount of the Czech Project Fund for the project solution other than the one given in the project proposal, the Parties undertake to adjust the amount of the Czech Project Fund proportionally by amending this Agreement.

6.1.4 The earmarked funds transferred are not subject to VAT.

6.1.5 The Czech Project Fund under this Agreement will be provided to Flowmon and BUT to cover the costs incurred by them in the course of carrying out their tasks or obligations under this Agreement.

6.1.6 Share in project costs and cost distribution. Flowmon will get from TACR a subsidy by using its portion of the Czech Project Fund to cover 52,50% of its costs incurred in the project implementation. BUT will get from TACR a subsidy by using its portion of the Czech Project Fund to cover 100% of its costs incurred in project implementation.

6.1.7 In the event that TACR requires repayment of any part of the Czech subsidy due to reasons not attributable to fault, negligence, or breach of this Agreement by either Party, such financial loss shall be borne by Flowmon and BUT in the same proportion in which the Czech subsidy under Section 6.1.1. was allocated. If TACR requires repayment as a result of the fault, negligence, breach of obligations, or non-compliance of a specific Party, that Party shall bear the resulting loss in full.

6.2
Project funding in Taiwan (NSTC)

6.2.1 Under this Agreement, NTUST will receive 65.000 USD for the project non-investment earmarked funds (the "Taiwan Project Fund") as provided by National Science and Technology Council ("NSTC" or the "Taiwan Funding Provider").

The total amount and sources for the Taiwan Project Fund for NTUST, NICS and ORing are specified as follows (in USD):

	2026	**2027**	**2028**	**Total**
Amount of funding NTUST	65.000	65.000	65.000	195.000
Amount of funding NICS	0	0	0	0
Amount of funding ORing	0	0	0	0
Other resources NTUST	0	0	0	0
Other resources NICS	96.000	96.000	96.000	288.000
Other resources ORing	33.800	33.800	33.800	101.400
Total sources	**194.800**	**194.800**	**194.800**	**584.400**
Funding rate	33,37%	33,37%	33,37%	33,37%

6.2.2 In case the Taiwan Funding Provider decides to provide a different amount of the Taiwan Project Fund for the project solution other than the one given in the project proposal, the Parties undertake to adjust the amount of the Taiwan Project Fund proportionally by amending this Agreement.

6.2.3 The Taiwan Project Fund under this Agreement will be provided to NTUST to cover the costs that are earmarked in the Agreement.

6.2.4 NTUST will get from Taiwan Funding Provider a subsidy by using its portion of the Taiwan Project Fund to cover 100% of its costs incurred in the project implementation.

Article 7.
Conditions for spending the allotted earmarked funds

7.1
Conditions for spending the allotted earmarked funds in the Czech Republic (TACR)

Flowmon and BUT are obliged:

7.1.1 to use the Czech Project Fund solely to cover demonstrable necessary costs directly related to the fulfilment of the targets and parameters of the project part under solution, in keeping with the conditions set out in generally binding legal regulations,

7.1.2 to keep separate accounting records on drawing and spending the Czech Project Fund for project solution such that these funds and their use are recorded separately from the other possessions of any other Project Participant. These records need to be maintained for ten years following the provision of the Czech Project Fund for the solution of a part of the Czech Project. While maintaining these records, Flowmon and BUT are obliged to observe binding legal regulations, current accounting usage, and the respective binding conditions contained in the principles, directives or other regulations published in the Financial Gazette of the Ministry of Finance or some other binding manner,

7.1.3 to check regularly the other researcher and other persons in the matter of drawing, spending and recording the Czech Project Fund provided to BUT by Flowmon in connection with the solution of a part of the Czech Project,

7.1.4 to reach the set targets and parameters of a part of the Czech Project,

7.1.5 to observe, within the framework of total costs incurred in the solution of a part of the Czech Project, the set ratio of costs covered from the Czech Project Fund provided by TACR to the other stipulated forms of funding a part of the Czech Project,

7.1.6 BUT to submit by January 20th of each calendar year during the term of this Agreement, a written annual report on the implementation of their respective part in the course of the given year to Flowmon. For the avoidance of doubt, Flowmon is still responsible for submitting the Czech part of the Project to the funding agency. The report must include detailed accounts of the management of the Czech Project Fund provided by TACR. At the same time BUT is obliged to return to Flowmon the unused portion of the funding no later than within 14 calendar days after BUT has learned that they will not use this portion for any reason during the Project implementation, and in any case no later than December 31 of the relevant calendar year. Flowmon shall be advised in advance of the amount of the Czech Project Fund to be returned, and Flowmon is then obliged to return such funds to TACR according to General Terms and Conditions,

7.1.7 in the case that an obligation arises to return the Czech Project Fund for any other reasons than those based on financial settlement, BUT is obliged to immediately ask in writing Flowmon for information as regards the conditions and manner of settling these funds,

7.1.8 to enable TACR and Flowmon or persons entitled to them to make a complex check of both the results of Project solution and accounting records and the use of the Czech Project Fund that is provided by TACR for the solution of a part of the Project, at any time in the course of the Project solution or within 2 years from the

termination of the Grant Agreement between TACR and Flowmon. This arrangement does not bear on or limit the rights of auditing and financial bodies of the Czech Administration,

7.1.9 when managing the Czech Project Fund obtained on the basis of TACR's decision and the Agreement, and the property and rights acquired for the Czech Project Fund, BUT must comply with generally binding legal regulations regarding the management of state property (e.g. the Act No. 137/2006 Coll. on public orders, as amended; the Act No. 218/2000 Coll. on budget rules and changes in some related Acts, as amended),

7.1.10 to contractually ensure, from holders of intellectual property rights arising in connection with the implementation of a part of the project, the possibility to freely exercising these rights,

7.1.11 to inform other Parties of possible incapacity to fulfil properly and in time its duties under this Agreement, and of all significant changes in its property rights status such as company formation, merger or split, change in legal form, reduction of stated capital, entering into liquidation, commencement of insolvency proceedings, preventive restructuralization, termination of the respective activity authorization, etc., immediately after these changes have become legally valid,

7.1.12 to return to Flowmon the proportional part of the Czech Project Fund corresponding to the portion of obligations they are no longer able to fulfil — including any related property benefits obtained through the use of such funds — within 30 days from the day on which they inform, or should have informed, Flowmon pursuant to the preceding paragraph, that circumstances have arisen preventing further fulfilment of their duties under this Agreement,

7.1.13 if BUT does not draw or spend in the respective calendar year all Czech Project Fund apportioned for the respective calendar year, BUT will be entitled to carry forward a part of unused Czech Project Fund, up to 10% of the total unused Czech Project Fund apportioned for the respective calendar year, into the Czech Project Fund reserve and use these funds in the following year. The arrangement specified in the preceding sentence cannot be applied in the last year of the term of this Agreement.

7.1.14 to cooperate on the Plan for Exploitation and Dissemination of Results and submit implementation reports,

7.1.15 to comply with other obligations of the Czech Project, especially obligations under Article 4 of version 8 of General Terms and Conditions of the TACR or to provide all necessary cooperation to Flowmon to avoid breach of these obligations.

7.1.16 to publish its financial statements in the relevant public register in accordance with Act No. 563/1991 Coll., on Accounting, as amended, and Act No. 304/2013 Coll., on Public Registers of Legal and Natural Persons, for the entire duration of the Project, provided that BUT is subject to this statutory obligation.

7.1.17 to cooperate with Flowmon in the preparation, maintenance and implementation of the Project Data Management Plan, including the timely provision of all information and materials necessary for its proper fulfilment.

7.2

Conditions for spending the allotted earmarked funds in Taiwan

NTUST is obliged:

7.2.1 to use the Taiwan Project Fund solely to cover demonstrable necessary costs directly related to the fulfilment of the targets and parameters of the project part under solution, in keeping with the conditions set out in generally binding legal regulations,

7.2.2 to keep separate accounting records on drawing and spending the Taiwan Project Fund for project solution such that these funds and their use are recorded separately from the other possessions of any other Project Participant. These records need to be maintained for ten years following the provision of the Taiwan Project Fund for the solution of a part of the project. While maintaining these records, NTUST is obliged to observe binding legal regulations, current accounting usage, and the respective binding conditions contained in the principles, directives or other regulations published by the Ministry of Trade, Industry and Energy or some other binding manner,

7.2.3 to reach the set targets and parameters of a part of the Taiwan Project,

7.2.4 to observe, within the framework of total costs incurred in the solution of a part of the Taiwan Project, the set ratio of costs covered from the Taiwan Project Fund provided by Taiwan Funding Provider to the other stipulated forms of funding a part of the Taiwan Project,

7.2.5 to enable Taiwan Funding Provider or persons entitled to them to make a complex check of both the results of project solution and accounting records and the use of the Taiwan Project Fund that is provided by Taiwan Funding provider for the solution of a part of the project, at any time in the course of the project solution or within 10 years from the termination of the funding by Taiwan Funding Provider of the Taiwan Project. This arrangement does not bear on or limit the rights of auditing and financial bodies of the Taiwan Administration,

7.2.6 to contractually ensure, from holders of intellectual property rights arising in connection with the implementation of a part of the project, the possibility to freely exercising these rights,

7.2.7 to inform other Parties of possible incapacity to fulfil properly and in time its duties under this Agreement, and of all significant changes in its property rights status such as company formation, merger or split, change in legal form, reduction of stated capital, entering into liquidation, commencement of insolvency proceedings, preventive restructuralization, termination of the respective activity authorization, etc., immediately after these changes have become legally valid.

Article 8.
Tangible property rights

8.1 The owner of tangible property necessary for project solution and acquired by using the proceeds of the Czech Project Fund or the Taiwan Project Fund is the Party which has acquired the said property by using its portion of such funds or created it during project solution. If this property has been acquired or created jointly by two or more of the Parties, their share in this property is equal unless they agree otherwise.

8.2 The property obtained by any Project Participant by meeting the project targets and acquired by using its portion of the funds provided it cannot be disposed of or transferred by any other Project Participant vis-à-vis or to any third party without prior written consent of such Project Participant, until all the commitments resulting for the other project participant from the Agreement have fully been settled.

Article 9.
Intellectual property protection. Rights to results and exploitation of results.

9.1 Each Party expressly agrees that all the information marked as "confidential" by the Disclosing Party (as defined below) relating to the solution of the Project, inclusive of the Project proposal, imparted knowledge, results of the solution of the Project or its parts are considered confidential and may constitute the Disclosing Party's trade secret. Each Party shall use such information as permitted by this Agreement and solely for the purposes of performing the Project, and undertakes not to pass on information obtained from any other Party (the "Disclosing Party") without a prior written consent of the Disclosing Party to any third party, except to its employees, students, affiliates or contractors bound by equivalent confidentiality obligations and make such third party subject to the same confidentiality obligations. This does not apply to rightfully published or provided information or information that must be submitted to TACR, Taiwan Funding Provider or other relevant governmental authorities, auditing bodies in connection with the funds provided by TACR or Taiwan Funding Provider and to the Register of result-related information.

9.2
Knowledge imparted to the Project

9.2.1 The Parties enter the Project with the following skills, know-how, intellectual property rights, research capacities, and technical facilities necessary for Project implementation ("Background Knowledge"). Each Party retains ownership of its Background Knowledge.

(i) Flowmon: IPFIX-based network monitoring solution and integrated anomaly-detection system; current Flowmon products (primarily Flowmon ADS) and related documentation; experience with integrating research outcomes into commercial products; specialized expertise in designing and implementing AI-powered monitoring solutions, including LLM-based components; knowledge of security analysis of network traffic and machine-learning–based detection.

(ii) Brno University of Technology (BUT): expertise in advanced anomaly-detection methods, cybersecurity, artificial intelligence, and the use of LLMs for log analysis and event explanation; research capacity of participating researchers and associated laboratory facilities; methodological experience in designing, evaluating, and validating AI-based security techniques.

(iii) NTUST: expertise in designing security mechanisms for IoT systems; experience in developing applications using machine learning and AI; knowledge in AI security and protection of AI-enabled systems.

(iv) NICS: expertise in machine learning for network security, wireless communications, and network softwarization; experience with mobile edge computing and the Industrial Internet of Things; knowledge of security protocols applicable to modern communication and edge-network environments.

(v) ORing: expertise in security protocols for network communication; experience in developing and deploying real-world industrial applications, including Industrial IoT systems; practical know-how in integrating secure communication technologies into industrial networking products.

9.2.2 Imparted knowledge remains the sole and exclusive property of the Party that has imparted into the project (the "Knowledge-Imparting Party").

9.2.3 During the term of this Agreement, any other Party is entitled to use the knowledge imparted by the Knowledge-Imparting Party only to the extent necessary for working on the Project free of charge.

9.2.4 The Parties are entitled to a non-exclusive license to use the imparted knowledge which is the property of any other Party if it is provided by the Knowledge-Imparting Party pursuant to this Agreement and indispensable for the use or exploitation of their own Project results because without such imparted knowledge, the application of the results would be technically or legally impossible. The foregoing will not include any right for a Party to use, sell, or otherwise distribute Progress and Flowmon products or services that are used or provided under this Agreement. The license must be applied for within two years from Project termination.

9.2.5 The Parties are not entitled to use the imparted knowledge of any other Party for a different purpose or in a different way not specified in this Agreement unless they agree otherwise via a separate agreement.

9.2.6 The Parties use the background knowledge provided by the other party at their own risk and acknowledge that such background knowledge is made available to them without any warranty whatsoever, particularly with regard to its correctness, accuracy, or suitability for any specific purpose. The contracting party that uses the background knowledge of the other party shall be solely responsible for any infringements of third-party intellectual property rights that may result from such use.

9.3
Rights to the results

9.3.1 Results, including information, materials, knowledge, and intellectual property rights resulting from the Project shall be exclusively owned by the Project Participant who has created them. Where results are generated jointly by two or more Parties and the individual contributions cannot be separately identified, such results shall be jointly owned by those Parties unless otherwise agreed in writing. If the creative contributions of the individual Parties to the result cannot be determined, and the Parties have not agreed otherwise, it shall be deemed that the ownership shares are equal. Each joint owner may use, develop, modify, and commercialize the jointly owned results during the Project provided that other co-owners are notified at least 30 days in advance and compensated on fair and reasonable conditions in a separate agreement (unless otherwise waived). Ownership may be transferred or allocated between the Parties upon Project completion in accordance with an agreed IP transfer agreement.

9.3.2 Final Project results in the form of software products shall be owned in accordance with Article 9.3.1. Each Party shall have the right to further develop, modify, integrate, or internally use the software components it has created during the Project. Any commercial use, licensing, or other exploitation of software that constitutes jointly created results shall require prior written notice to the other co-owners and compensation under fair and reasonable conditions in accordance with Article 9.3.1. Commercial exploitation of solely created software results remains within the authority of the creating Party.

9.3.3 All Project Participants can access and use other Project Participants' interim results and related information generated in the project to achieve project aims. This does not apply to final results. This access right does not give the right to sublicense. Access shall be on a royalty-free, non-transferable basis and solely for Project purposes.

9.3.4 Each Project Participant may disseminate the results and knowledge it has generated during the Project activities. Results that do not fall under any dissemination restriction (e.g., protection of trade secrets, confidential background, or pending intellectual property protection) shall be disseminated in Open Access form in accordance with the applicable funding rules.

Prior to any dissemination, the other Project Participants shall be notified of the dissemination plan at least 60 days in advance. The other Project Participants may raise objections to the planned dissemination if it would (i) disclose valuable background protected as a trade secret or confidential information, or (ii) conflict with the intellectual property protection strategy, including planned patent filings. Dissemination shall be postponed until such objections are resolved.

9.3.5 The Parties undertake to cooperate and provide each other with maximum assistance in order to develop an implementation plan for the achieved results. When utilizing the results, including, where necessary, the conclusion of the relevant agreements on the assignment of rights or on the granting of rights of use to the results, the Parties agree to make such results available in accordance with the implementation plan and under normal market conditions. For the avoidance of doubt, the parties expressly declare that this Agreement does not transfer any rights to the Results, unless an amendment or amendments to this Agreement are concluded to subsequently modify such rights.

9.4
Intellectual property protection

9.4.1 The owner of results is obliged, at their own expense and liability, to propose and implement a suitable form of protecting the intellectual property embodied in the results obtained. Such protection may include, without limitation, filing national and/or international applications for patents, utility models, industrial designs, or maintaining confidentiality of trade secrets, as appropriate. The owner shall consult with the other Parties whose results or Confidential Information may be implicated prior to any filing. Each owner shall have full discretion to select jurisdictions and filing strategies for its own results. No other Party shall file or cause to be filed any application covering, relying upon, or derived from another Party's results or Confidential Information without that Party's prior written consent.

9.4.2 If certain Parties are joint owners of the results, they must jointly file any application to become co-owners (co-proprietors) of the respective protection institution. The Parties acting as co-owners shall agree in writing prior to any filing, or before executing a contract with any third-party to offer to sell, transfer, or license jointly owned results.

9.4.3 The Parties shall share the costs associated with obtaining and maintaining protection in proportion to their respective ownership shares. Any transfer of an object of industrial property rights, in particular the transfer of a patent or a utility model, as well as any offer of a licence to an object of intellectual property rights or the conclusion of a licence agreement with a third party, shall always require the prior written consent of all co-owners. Each co-owner shall be entitled to independently assert claims arising from proven infringements of the intellectual property rights to the subject(s) in question. The revenues from licensing the jointly owned results to third parties shall be distributed in proportion to the respective ownership shares.

9.5 The provisions of the preceding paragraphs do not prevent the rights to own and use the project results from being further specified, assigned, or otherwise adjusted among the Parties by mutual written agreement. Any such subsequent agreement shall prevail over this Article with respect to the affected results.

Article 10.
Sanctions

10.1
Sanctions in the Czech Republic (TACR)

10.1.1 For the case that BUT uses the earmarked funds in contradiction to or differently from the purpose for which these funds were provided by the recipient or makes some other unauthorized use of them or holds them back, the Parties to the Agreement stipulate that such an action will, for the purposes of the Agreement, be considered a breach of budget discipline according to the provisions of par. 44 et seq. of the Act No. 218/2000 Coll., and will entail consequences analogous to those given in this Act.

10.2
Sanctions in Taiwan

10.2.1 NTUST is required to follow guidelines and penalties defined in Regulations Governing Procurements for Scientific and Technological Research and Development and related acts. Inappropriate use of funds, as outlined in such acts, will entail consequences analogous to those given in this Act.

Article 11.
General and final provisions

11.1 If the rules (conditions) of cooperation as defined in the Agreement are broken by a Party to the Agreement, the Party which committed the breach is obliged to indemnify the other Parties for provable damage.

11.2 The Parties to the Agreement stipulate that they will comply with the agreement on providing a subsidy for project solution, concluded by the provider and the recipient, with the other participant being obliged, as well as being obliged to offer the recipient all the required cooperation in order to perform these duties.

11.3 Principles for Flowmon and BUT that are not provided for by this Agreement are governed by the Act No. 89/2012 Coll., the Civil Code, as amended, and legal regulations related to the Civil Code for the purposes of this Agreement, in particular the Act No. 130/2002 Coll. on the support for research, experimental development and innovations from public funds and on changes in some related Acts (Support for R&D Act), as amended. Principles for NTUST, NICS and ORing that are not provided for by this Agreement are governed by and construed in all respect in accordance with the laws of Taiwan. All disputes arising out of or in connection with this Agreement which cannot be settled amicably shall be first attempted to be resolved by arbitration under the Rules of Arbitration of the International Chamber of Commerce (ICC). The seat of arbitration shall be Vienna, Austria, and the proceedings shall be conducted in English.
If a dispute cannot be resolved by arbitration, or if arbitration is not available or enforceable for any reason, the dispute shall be finally resolved by the courts of Vienna, Austria. The governing law applicable to such court proceedings shall be Austrian law, without regard to its conflict-of-law rules.

11.4 Changes in and amendments to this Agreement can only be made in writing by all Parties; any other form of changes in the Agreement is excluded.

11.5 The Agreement is executed in five counterparts, each having the legal force of an original, with each of the Parties to the Agreement receiving one counterpart.

11.6 Any Party may terminate its participation in this Agreement with immediate effect if:
(i) a funding provider withdraws or materially reduces funding for its part;
(ii) a government authority requires cessation of the relevant activities;
(iii) another Party commits a material breach of this Agreement and fails to remedy such breach within 30 days after receiving written notice;
(iv) continued participation becomes impossible or unlawful due to circumstances beyond the Party's reasonable control, including a force majeure event of more than 60 days; or
(v) the relevant Party becomes insolvent, enters liquidation, or is otherwise unable to fulfil its obligations.

Upon termination, each Party shall promptly return or destroy Confidential Information belonging to the others in accordance with Article 9.1.

11.7 This Agreement shall become effective no earlier than on the date of its publication in the Register of Contracts in accordance with Act No. 340/2015 Coll. and is concluded for a fixed term, namely until the completion of the project and the settlement of all related obligations of the Parties, except for those Articles of this Agreement that remain in force after its termination.

11.8 Through the signatures affixed by their authorized representatives the Parties explicitly confirm that they are fully acquainted with and aware of the whole content of this Agreement and that, if there are any duties or rights ensuing for them from this Agreement, they accept them without reservation and in this sense affix their signatures to this Agreement.

on behalf of Flowmon:

In BRNO, on 28.1.2026

Flowmon
A Kemp Company

[redacted]

Ing. Miroslav Derych,
Member of the board of directors

on behalf of BUT:

In B[redacted]

VYSOKÉ UČENÍ TE
Fakulta informa
DĚ

doc. [redacted],
Dean of Faculty of Information Technology

on behalf of NTUST:

In Taipei, on 2026.1.13

國 立

[redacted]

Tai-Lin Chin,
Chairman

on behalf of NICS:

In Taipei, on 1-13-2026

[redacted]

President

on behalf of ORing:

In Taipei, on 2026.1.26

[redacted]

Zuo Jun Shih,
Chief Executive Officer