

# SERVICE PROVISION AGREEMENT

concluded pursuant to Section 1746(2) of Act No. 89/2012 Coll., the Civil Code

(hereinafter also referred to as the "Agreement")

## 1. Parties and their status

### 1.1. Provider

**Brno University of Technology**

**Central European Institute of Technology**

Registered seat: Purkyňova 656/123, 612 00 Brno  
Identification No.: 00216305  
Represented by: prof. Ing. Radimír Vrba, CSc., director

(hereinafter referred to as the „**CEITEC**“ or „**Provider**“)

### 1.2. Recipient

Company name: INFORMATION TECHNOLOGY FOR MARKET LEADERSHIP  
Registered seat: 5 FILIPPIDI STR, 11524, Athens, Greece  
Identification No.: 125746003000  
Registered in the Commercial Register kept  
Represented by: Georgios Bravos, Legar representative

(hereinafter referred to as the „**Recipient**“)

(hereinafter referred jointly to as the "**Parties**")

## 2. Introductory provisions and purpose of the Agreement

- 2.1. The Provider is a member of the AI-MATTERS consortium, which helps companies in the manufacturing industry to test and verify technologies developed with artificial intelligence elements in a real production environment.
- 2.2. The Provider has received a grant from the European Commission under the Digital Europe program, based on EU Grant Agreement No. 101100707 dated November 29, 2022 (hereinafter referred to as the "**EU Grant Agreement**"). Following the conclusion of the EU Grant Agreement, the Provider also received a subsidy from the Ministry of Industry and Trade of the Czech Republic under the Digital Europe program as part of the "National Co-financing of AI TEF Manufacturing" call under the Digital Europe program, based on the decision to grant a subsidy No. MPO 80999/2024 dated August 27, 2024 (hereinafter referred to as the "**Decision to Grant a Subsidy**").
- 2.3. The Provider provides services to businesses to support their development and transformation. The Provider shall provide the Service to the Recipient in the form of conducting an experiment.
- 2.4. The service provided by the Provider is supported by funds obtained on the basis of the EU Grant Agreement and the Decision to Grant a Subsidy. Therefore:

- 2.4.1. based on the EU Grant Agreement, payment of part of the remuneration for the provision of services is supported under a regime that does not constitute public support (in the amount of 50%).
- 2.4.2. based on the Decision to Grant a Subsidy, public de minimis aid is provided for part of the remuneration for the provision of services in accordance with Commission Regulation (EU) No. 2023/2831 of December 13, 2023, on the application of Articles 107 and 108 of the Treaty on the Functioning of the European Union (in the amount of 50%).

Support pursuant to Section 2.4.2 of the Agreement is provided in accordance with the Decision on the Granting of Subsidies only to small and medium-sized enterprises within the meaning of Annex I to Commission Regulation (EU) No 651/2014 and to small or medium-sized enterprises (SMEs) within the meaning of Commission Recommendation 2003/361/EC of 6 May 2003 concerning the definition of micro, small and medium-sized enterprises.

- 2.5. The Recipient is interested in using the Service specified in Appendix No. 1 to this Agreement, and the Provider is interested in providing the Service defined in Appendix No. 1 to this Agreement. Appendix No. 1 is an integral part of this Agreement.
- 2.6. The purpose of this Agreement is therefore to regulate the rights and obligations of the Parties in connection with the provision of the Service specified in Annex No. 1 to this Agreement and support to the Recipient.

### 3. Declaration of Parties

- 3.1. The Parties declare that they are not in a conflict of interest. The Parties further declare that the Agreement will be performed in accordance with the highest ethical standards and applicable legal regulations on ethical principles.
- 3.2. The Provider declares that the principles of transparency and non-discrimination were observed when providing support.

### 4. Definition of terms

- 4.1. The Agreement contains terms with capital letters, which have the meanings specified in the Agreement.
- 4.2. The Agreement also contains the following terms, which have the following meanings:
  - 4.2.1. **Statutory declaration** means a solemn declaration by the Recipient as an applicant for support pursuant to Section 2.4. of the Agreement on the size of the enterprise, the obligation not to cause significant harm, and conflicts of interest, which forms Appendix No. 2 to this Agreement.
  - 4.2.2. **Support** means support provided to the Recipient in accordance with Article 7.
  - 4.2.3. **The Provider** shall always mean the person or persons defined in Section 1.1 of this Agreement, regardless of whether the Service is provided by one or more persons.
  - 4.2.4. **Appendix No. 1** refers to Appendix No. 1 of this Agreement, which specifies the Services provided. Appendix No. 1 is an integral part of this Agreement.
  - 4.2.5. **The Service** is defined and described in more detail in Appendix No. 1. Appendix No. 1 describes the basic parameters of the service, including the method of its

provision, the duration of its provision, the amount of remuneration, and the amount of support received.

## **5. Subject of the Agreement**

- 5.1. The Provider undertakes to provide the Recipient with the Service specified in Appendix No. 1 to this Agreement, to the extent and under the conditions set forth in this Agreement.
- 5.2. The Recipient undertakes to pay the Provider remuneration for the provision of the Service as specified in Section 6 of this Agreement and further undertakes to comply with the obligations set forth in this Agreement and applicable legal regulations.

## **6. Remuneration for The Service and Payment Terms**

- 6.1. The total amount of remuneration for the Service is specified in Section 2.1 of Appendix No. 1 to this Agreement. Value added tax will be charged on the remuneration in accordance with applicable legal regulations.
- 6.2. Payment Terms:
  - 6.2.1. The Provider shall issue a tax document – invoice to the Recipient for the entire remuneration.
  - 6.2.2. When issuing an invoice, the Provider shall use the information provided by the Recipient. The date of the taxable supply on the Provider's invoice shall be the same as the date of termination of the provision of the Service under this Agreement.
  - 6.2.3. The Recipient is obliged to pay the Provider the full remuneration based on the invoice issued by the Provider.
  - 6.2.4. The remuneration is payable within 30 days of the date of issue of the relevant invoice to the account specified on the invoice.

## **7. Recipient support**

- 7.1. Support not constituting public aid. Based on the EU Grant Agreement, the Provider shall provide the Recipient with support not constituting public aid for the use of the Services under this Agreement in the amount specified in Section 3.1 of Appendix No. 1..
- 7.2. De minimis Aid. Based on the Decision to grant a Subsidy, the Provider shall further provide the Recipient with support for the Service provided under this Agreement under the de minimis regime in accordance with Commission Regulation (EU) No. 2023/ 2831 of 13 December 2023 on the application of Articles 107 and 108 of the Treaty on the Functioning of the European Union to de minimis aid, provided that the Recipient first submits the Statutory declaration of the applicant for de minimis aid, which forms Appendix No. 2 to this Agreement, and fulfils the conditions of the Commission (EU) for the provision of de minimis aid, in the amount specified in paragraph 3.2 of Appendix No. 1.

The effective date of this Agreement shall be deemed to be the date on which the aid is granted in the form of de minimis aid. The Beneficiary acknowledges that the aid granted under this paragraph will be recorded in the Central register of de minimis aid maintained by the Office for the Protection of Competition, together with information about the Beneficiary.

- 7.3. Any support provided by the Provider to the Recipient under this Agreement does not include a contribution towards the payment of VAT, which the Recipient is obliged to pay. The Recipient is therefore obliged to pay VAT in full, calculated from the total amount of the invoiced remuneration without taking into account the support provided.
- 7.4. The Provider shall provide support to the Recipient based on the following mechanism:
- 7.4.1. The Provider shall take into account the offset of the support provided as defined in this article in the invoice issued to the Recipient for remuneration.
- 7.4.2. The support defined in this article does not include a contribution towards the payment of VAT.
- 7.4.3. The Recipient is therefore obliged to pay VAT on the total amount of remuneration for the provision of the Service before offsetting the subsidies.

## **8. Recipient obligations**

- 8.1. The Recipient undertakes and confirms that (i) it does not and will not significantly harm any of the six environmental objectives within the meaning of Regulation (EU) 2020/852 of the European Parliament and of the Council of 18 June 2020 on the establishment of a framework to facilitate sustainable investment and amending Regulation (EU) 2019/2088 (Taxonomy Regulation) and the implementing regulations to that Regulation, and that (ii) it is not and will not be in a conflict of interest within the meaning of the Conflict of Interest Guide under Article 61 of the Financial Regulation for the National Recovery Plan for the period 2021-2026, properly declares its beneficial owners, there will be no double funding, and it is not suspected of committing fraud or corruption within the meaning of the Methodological Guidelines for the RED FLAGS warning system for the National Recovery Plan for the period 2021-2026. The Beneficiary's Statutory Declaration as an applicant for support (i.e., a statement on the size of the enterprise, the principle of no significant harm (DNSH), and conflicts of interest – Red Flags) is an integral part of this Agreement.
- 8.2. The Recipient is obliged to act in such a way throughout the term of the Agreement that its statements under Section 8.1 of the Agreement are correct and true. The Recipient is obliged to inform the Provider of any changes that could affect the accuracy and truthfulness of the statements under Section 8.1 of the Agreement. The obligations under Section 8.2 of the Agreement also apply to statements made by the Recipient in the Statutory Declaration.
- 8.3. If it turns out that any of the Recipient's statements under Section 8.1 of the Agreement were incorrect or untrue during the term of the Agreement, or that the Recipient otherwise breached any obligation under Article 8 of the Agreement, the Recipient shall be obliged to return to the Provider all support received under this Agreement by paying remuneration for the Services in accordance with Article 6 of the Agreement, including interest determined in accordance with legal regulations.
- 8.4. The Recipient undertakes to submit to inspection and provide all requested documents, as well as to provide the Provider with full cooperation in the event of any inspection or audit relating to the subsidies provided, carried out by the Provider, any authority of the Czech Republic or the European Union (in particular the Commission, the European Public Prosecutor's Office, the European Anti-Fraud Office, the European Court of Auditors).
- 8.5. The Recipient undertakes to provide the Provider with the necessary cooperation in the event that the Provider is requested by any authority of the Czech Republic or the European Union to provide information about the support provided and about the Agreement. In

particular, the Recipient shall provide the Provider with the necessary information about itself or about the Agreement.

- 8.6. The Recipient undertakes to compensate the Provider in full for any damage caused to the Provider by a breach of the obligations set out in this article.
- 8.7. The Recipient is obliged to retain the materials and documentation related to the support provided under this Agreement for a period of 15 years from the date of termination of this Agreement.
9. The obligations of the Recipient under Article 8 of the Agreement shall have the meaning given to them in the EU Grant Agreement and the Decision to Grant a Subsidy. The Recipient may review the relevant provisions of the EU Grant Agreement and the Grant Award Decision in Annex 4 to this Agreement.

## 10. Personal data protection

- 10.1. As part of providing the Services, the Provider may process the personal data of the Recipient's representatives or employees. In such cases, the Provider processes personal data as follows:

<b>Purpose of personal data processing</b>	<b>Categories of personal data processed</b>	<b>Legal ground for the processing of personal data</b>	<b>Duration of personal data-keeping</b>
Conclusion and performance of the Agreement, including related communication	Identification, contact, payment, about the Agreement and its performance	Necessity to conclude the Agreement	For a period of 3 years after the termination of the Agreement, or longer if required by law or for the purpose of protecting our rights and interests.
Feedback requesting	Identification, payment, satisfaction with the Service	Legitimate interest consisting in sending commercial communications to previous customers in accordance with Act No. 480/2004 Coll., on certain information society services.	Within 1 year of the end of the contractual relationship
Compliance with legal obligations	Identification, address, payment, about the Agreement and its performance	Compliance with legal obligations	For a period specified by applicable laws

- 10.2. More detailed information regarding the processing of personal data, including the rights of representatives or employees of the Recipient, is available in the information document Personal Data Processing Policy available on the Provider's website. <https://www.vut.cz/en/but/personal-data> .

## 11. Term and termination of the Agreement

- 11.1. This Agreement is concluded for a fixed term, namely until the termination of the provision of the Service. The moment of termination of the provision of the Service is specified in Article 4 of Appendix No. 1.

- 11.2. Both the Provider and the Recipient are entitled to withdraw from the Agreement in accordance with applicable legal regulations and the Agreement.
- 11.3. In the event of withdrawal from the Agreement by either Party, the Recipient shall return all support received to the Provider by paying in full the remuneration under this Agreement (i.e., the amount corresponding to the amount of support provided under this Agreement) for the parts of the Service that have been performed up to the moment of withdrawal, unless the Recipient withdrew from the Agreement and is not obliged to pay this part of the remuneration under applicable law. Withdrawal from the Agreement shall not affect the Recipient's obligation to comply with the obligations arising from the terms and conditions of the Decision to Grant a Subsidy and the EU Grant Agreement to cooperate with the Provider in cases of inspections, requests for information and audits pursuant to Sections 8.4 and 8.5 of the Agreement, and to retain supporting documents and documentation pursuant to Section 8.7 of the Agreement. Nor shall the Recipient's obligation to compensate the Provider for any damage it may suffer as a result of the Recipient's breach of these obligations cease to exist.
- 11.4. The Agreement may also be terminated by written agreement between the Parties and by other means specified by applicable law.
- 11.5. The Recipient undertakes to complete a satisfaction questionnaire sent to them by the Provider after the provision of the Service has ended. The satisfaction questionnaire will be used by the Provider to improve the Services.

## **12. Closing provisions**

- 12.1. This Agreement shall become valid on the date of its signing by the last Party and, in accordance with Act No. 340/2015 Coll., shall become effective on the date of its publication in the Register of Contracts.
- 12.2. The Agreement or any legal relationship arising therefrom may be amended by agreement of the Parties only in paper written form. Any unilateral legal act terminating this Agreement or any legal relationship arising therefrom other than by fulfillment of the obligations under the Agreement must be made in the form required by law, but at least in simple paper written form.
- 12.3. The Parties undertake to provide each other with all cooperation necessary to fulfil the purpose of the Agreement.
- 12.4. In case that any provision of this Agreement is or has become invalid, ineffective or unenforceable contrary to the will of the Parties, or that such invalidity, ineffectiveness or unenforceability will inevitably occur (in particular as a result of a change in the relevant legislation), this shall not affect the validity, effectiveness or enforceability of the other provisions of this Agreement. In such cases, the Parties undertake to cooperate with each other and to take appropriate legal action to replace the invalid, ineffective or unenforceable provision with another provision so that the purpose of this Agreement is preserved and fulfilled.
- 12.5. The Parties agree that the governing law for this Agreement or legal relationships arising in connection with this Agreement (including obligations to compensate for damage caused by a breach of obligations under this Agreement or to surrender unjust enrichment) is the legal order of the Czech Republic (with the exception of conflict of law rules of private

international law). This Agreement was concluded as an innominate contract within the meaning of Section 1746(2) of the Civil Code.

- 12.6. The courts of the Czech Republic shall have jurisdiction to decide disputes concerning obligations under this Agreement or concerning legal relationships arising in connection with this Agreement (including obligations to compensate for damage caused by a breach of obligations under this Agreement or to surrender unjust enrichment). The jurisdiction of other courts shall not be admissible.
- 12.7. The Agreement shall be executed in two counterparts, each Party receiving one counterpart.
- 12.8. The following Appendixes form an integral part of this Agreement:
- Appendix No. 1 The Provided Service
  - Appendix No. 2 The Statutory Declaration
  - Appendix No. 3 Price quote and description of the Experiment
  - Appendix No. 4 The Recipient obligations

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**CEITEC BUT**  
prof. Ing. Radimír Vrba, CSc., director

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**INFORMATION TECHNOLOGY FOR  
MARKET LEADERSHIP**  
Georgios Bravos, Legal representative

## APPENDIX NO. 1 – THE PROVIDED SERVICE

<b>CONDUCTING AN EXPERIMENT</b>
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- 1. Service provision**
- 1.1. The Provider shall provide the Service to the Recipient in the form of an experiment. The purpose of the experiment is to demonstrate and benchmark different models with different setups as a pre-condition in order to test further the feasibility of the approach under realistic manufacturing conditions, using industrial-like datasets and compute-intensive AI training on the RICAIP Testbed Brno HPC infrastructure. (hereinafter referred to as the “Experiment”).
- 1.2. The Parties agree that the Experiment will consist of the following activities (a detailed description of the experiment is included in Annex 3 to the Agreement):
- 1.2.1. Training and testing of AI-based visual inspection models
  - 1.2.2. Training and testing 3D geometric comparison models
  - 1.2.3. Training and testing of multimodal reasoning and decision-support models

- 1.3. The Provider shall prepare a final report on the course of the Experiment and its results, which it shall submit to the Recipient.
- 1.4. The parties shall confirm the termination of the Experiment by signing a Confirmation of service provision. Upon delivery of the final report pursuant to paragraph 1.3 of this Annex, the Recipient shall be obliged to sign the confirmation of service provision at the Provider's request.
- 1.5. The Provider has assigned as the technical contact for the Experiment [REDACTED], and the Recipient has assigned as the technical contact for the Experiment [REDACTED]. The technical contacts of the Provider and the Recipient are authorized to sign the Confirmation of service provision.

## 2. Remuneration for the Service

- 2.1. The remuneration for the Service under this Agreement shall be **212 500,-** CZK excluding VAT.
- 2.2. The Provider has determined the amount of remuneration pursuant to paragraph 2.1 of this Appendix on the basis of a preliminary calculation. If, during the course of the experiment, the Provider finds that it needs to perform additional activities beyond those specified in paragraph 1.2 of this Appendix in order to successfully carry out the experiment, or that it needs to incur higher costs or devote more time, it shall inform the Recipient of this fact. The Parties shall then discuss the next steps. The Parties may agree on a new amount of remuneration in accordance with paragraph 2.1 of this Appendix. The Parties shall conclude an amendment to this Agreement, in which they shall also adjust the amount of support in accordance with Article 3 of this Appendix. The Provider's finding under this paragraph shall not constitute a defect within the meaning of Section 1914 et seq. of the Civil Code, nor shall they constitute grounds for withdrawal from the Agreement. The Provider will issue an invoice only after the provision of the Service has been completed in accordance with paragraph 4.1 of this Annex.

## 3. Recipient Support

- 3.1. Support not constituting public aid. The Provider shall, pursuant to Section 7.1 of the Agreement, provide the Recipient with support in a form that does not constitute public support in the amount of **106 250 CZK**.
- 3.2. De minimis Aid. Under the terms of Section 7.2 of the Agreement, the Provider shall also provide the Recipient with support under the de minimis regime in the amount of **106 250 CZK**.

## 4. Termination of Service Provision

- 4.1. The moment of termination of the provision of the Service shall be understood as the date of signing of the Confirmation of provision of the service pursuant to paragraph 1.4. of this Appendix by both Parties.
- 4.2. If the Provider finds that it is not possible to carry out the Experiment for objective reasons, the Provider is entitled to withdraw from the Agreement. In such a case, the Recipient is obliged to pay all costs actually incurred by the Provider for work already performed. The support provided to the Recipient pursuant to paragraph 3.1 of this Appendix shall in such a

case be reduced proportionally to an amount corresponding to the amount of costs actually incurred.