

**THIRD AMENDMENT TO THE
TAIR SUBSCRIPTION AGREEMENT
BETWEEN
INSTITUTE OF EXPERIMENTAL BOTANY AS CR, V.V.I. (“Institution”)
AND PHOENIX BIOINFORMATICS CORPORATION (“Phoenix”)
EFFECTIVE MARCH 7, 2016 (“Agreement”)**

Whereas:

The term of the Agreement will expire on **February 28th, 2023**. Phoenix and Institution (collectively, the “Parties”) would like to extend the term of the Agreement by **three** years, in consideration of **three** additional annual subscription payments, as set forth below.

The Parties hereby agree to amend the Agreement as follows:

- (1) The first sentence of the Agreement is partially deleted and replaced with the following language:

PHOENIX BIOINFORMATICS CORPORATION of 39899 Balentine Drive, Suite 200, Newark, CA 94560, USA (“Phoenix”)

- (2) Section 7.1 is deleted in its entirety and is replaced with the following language:

This Agreement will remain in place from the Effective Date until **February 28, 2026**, unless otherwise extended or renewed by both parties in writing.

- (3) Section 7.2 is deleted in its entirety and is replaced with the following language:

7.2 If either party commits a material or persistent breach of any term of this Agreement, and such breach is capable of remedy, and the breaching party fails to remedy the breach within thirty (30) days of notification in writing by the other party, the non-breaching party will have the right to terminate this agreement by providing written notice of termination to the breaching party. This right of termination will persist so long as the breaching party remains in breach. For clarity, the foregoing is applicable only in the event of a breach which is capable of remedy. If the breach is not capable of remedy, the non-breaching party may terminate the Agreement immediately by providing written notice of termination to the breaching party.

Furthermore, this Agreement shall be terminated:

7.2(a) if Institution defaults in making payment of the Fee as provided in this Agreement; or

7.2(b) if either party becomes insolvent or becomes subject to receivership, liquidation or similar external administration.

(4) The first sentence of Appendix A is deleted and is replaced with the following language:

Licensee will pay to Phoenix a series of **three** annual payments as follows:

a fee of **\$3,575** for the subscription period beginning **March 1, 2023** and ending **February 29, 2024** ("First Annual Subscription Period"), such fee due by **March 1, 2023**;

a fee of **\$3,682**, for the subscription period beginning **March 1, 2024** and ending **February 28, 2025** ("Second Annual Subscription Period"), such fee due by **March 1, 2024**; and

a fee of **\$3,793** for the subscription period beginning **March 1, 2025** and ending **February 28, 2026** ("Third Annual Subscription Period"), such fee due by **March 1, 2025**.

This **third** amendment to the Agreement is effective as of the date last signed below. All other terms and conditions of the Agreement shall remain the same.

AGREED TO AND ACCEPTED BY:

Institution

By: Director

Name: RNDr. Jan Martinec, CSc.

Title: _____

Date: 17. 3. 2027

Phoenix

By: _____

Name: _____

Title: Sales Support Representative

Date: March 20, 2023

INS

Director

Rozvojová 263, Praha 6 - Lysolaje, CZ 165 02
VAT No. CZ61389030