

labs@location 3.0 Contract

between

Carl Zeiss Microscopy GmbH

Carl-Zeiss-Promenade 10

07745 Jena, Germany

–“ZEISS” –

and

Palacký University Olomouc

Department of Biotechnology | Faculty of Science

ID number 61989592

Křižkovského 511/8

779 00 Olomouc

Czech Republic

Represented by Mgr. Jan Říha, Ph.D., Dean of Faculty of Science

– “Reference Customer” –

- ZEISS and the Reference Customer are hereinafter also referred to as “Party”

or together as the “Parties”-

Preamble

ZEISS establishes a community of Reference Customers under the name "labs@location".

The range of imaging tools and solutions available for sample exploration is now extremely varied, as is the range of scientific questions that needs to be addressed.

In order to work closely with the scientific community and provide solutions across this wide range of disciplines ZEISS seeks close cooperation with certain high-profile laboratories and core facilities worldwide through its labs@location Partner program.

ZEISS' labs@location Partners, the Reference Customers, are a community of advanced microscopy users providing in-depth knowledge and dedicated services across a wide range of applications and instrumentation. Each Reference Customer brings a unique combination of expertise, crucially a range of equipment and practical know-how that is complementary to the existing resources available in the ZEISS Customer Centers.

1. Parties & Subject Matter

1.1 Reference Customer

Reference Customer is Department of Biotechnology at Faculty of Science, Palacký University Olomouc. Research teams of this department use integrated biotechnological, cell biological, proteomic, genetic, molecular, physiological and biochemical approaches and technologies (including CRISPR/Cas9, TALEN, super-resolution and light-sheet microscopy) to better understand signaling and cytoskeleton in plants in relation to the development and the physiology of plant stress (abiotic and biotic). They also study plant interactions with beneficial and pathogenic microorganisms in model species Arabidopsis, Medicago and Hordeum. Employees and students collaborate closely with top research institutes worldwide and publish in prestigious international scientific journals.

One of the prerequisites for becoming a Reference Customer is that the parties enter into a valid service agreement ("ZEISS Protect Service Agreement") concerning the ZEISS devices and equipment to be shown to ZEISS customers.

In addition, participation in the ZEISS remote service program 'Predictive Service' is mandatory for the currently supported systems. This program helps to diagnose possible issues much faster and enables rapid service actions to remove challenges that could hinder the planned performances.

1.2 Reference Partner ZEISS

ZEISS, a company of the ZEISS Group, is a worldwide leading manufacturer of microscope systems who offers complete solutions for biomedical research, health services, raw materials, electronics, semiconductors, material sciences, and the industry. The product portfolio comprises light microscopes, laser scanning microscopes, electron microscopes as well as X-Ray microscopes. In addition, hard- and software solutions are offered for documentation as well image processing and visualization.

1.3 Subject Matter

This labs@location 2.0 contract (hereinafter this "Agreement") sets out the procedure whereby upon mutual agreement of both Parties the Reference Customer will arrange for microscope system presentations ("Demonstrations"), institute excursions, production of defined samples, cooperation in the production of Application Notes and performance of customer workshops, courses, and training.

2. Obligations of the Parties

2.1 Obligations of the Reference Customer

2.1.1. Demo Management App (DMA)

All performances are initiated by the ZEISS sales team via the Demo Management App (hereinafter the "DMA"): request for demo, sample runs, sample preparations, trainings, workshops, etc. The ZEISS labs@location Management approves or rejects the request of the ZEISS sales team and only approved requests are sent by e-mail to the Reference Customer for the latter's approval. The Reference Customer approves or rejects the request at its sole discretion. If the performance is carried out, the administration is managed via the DMA. Reimbursement points are also awarded and redeemed via the DMA.

The Reference Customer is obliged to keep its equipment information up to date.

Training on the use of the DMA is provided by ZEISS upon request. In addition, the labs@location Management is available as a contact for the Reference Customer.

2.1.2. Microscope System Demonstrations

ZEISS may request the Reference Customer and the Reference Customer may agree or reject such request in its sole discretion and without any liability to ZEISS to carry out microscope system and similar device presentations (so called "Demonstrations") for ZEISS and ZEISS' customers upon ZEISS's request. The Reference Customer will receive the necessary information about the customers in advance.

2.1.3. Workshops / courses / training

ZEISS may request the Reference Customer and the Reference Customer may agree or reject such request in its sole discretion and without any liability to ZEISS to conduct customer workshops, courses, and training at their premises upon request. The details will be arranged on a case-by-case basis.

The goal of the courses is knowledge exchange between experts, networking and spreading of expertise. Intellectual property or confidential information of the Reference Customer shall not be transmitted to ZEISS's customers during such workshops, courses, and training.

2.1.4. Sample Preparation

ZEISS may order samples from the Reference Customer. The details of such orders will be mutually agreed between the Parties from time to time. Upon ZEISS' request the Reference Customer will provide ZEISS with an offer for such services in consideration of Reimbursement Points. For the avoidance of doubt, it is stated that ZEISS may publish pictures (e.g., microscopic pictures) of the samples in brochures, marketing materials, internet, and other media. Such publications will reference the Reference Customer as the originator of the sample.

2.1.5. Application Notes

ZEISS may request the Reference Customer to support ZEISS in the creation of application notes. Details for such documents will be mutually agreed on a case-by-case basis. All application notes (also called "White Papers") produced hereunder will be owned by ZEISS but may be used by the Reference Customer for advertising purposes. This Reference Customer's right to use is limited to a period of one year after creation of the respective Application Note. If the Reference Customer wishes to use an application note for a longer period, this must be agreed by ZEISS to prevent that outdated materials are used in public. All rights to the application notes remain with ZEISS.

2.2 Obligations of ZEISS

2.2.1. Inspection of the relevant microscope systems

The performance of the microscope systems planned to be presented to potential customers of ZEISS will be checked for relevant demonstrations by ZEISS in advance. The Reference Customer is aware that this check will not be a service check but only a check of the functionalities and cannot replace any service provided under a Service Agreement. The Reference Customer will ensure that a ZEISS service engineer will have access to the microscope systems at the Reference Customer's premises upon adequate prior notice. After the performance check and inspection, the microscope systems' configuration shall not be changed prior to the demonstration. Nevertheless, routine work of the Reference Customer who does not require a re-configuration or re-building will always be possible.

2.2.2. Reimbursement according to Reimbursement Points Plan

Keeping records of the Reference Customer's performances and the collected reimbursement points will be performed in the Demo Management App (DMA).

The value of the points will be encashed once per calendar year on September 30 of each year. To bring this into effect, the Reference Customer will issue an invoice to ZEISS, complying with the respective law and the invoice requirements. In case the Reference Customer is unable to issue an invoice to ZEISS, ZEISS will issue a self-billing invoice. In this case, the Reference Customer must provide all information, which is necessary to issue such self-billing invoice to comply with the respective law and the invoice requirements. ZEISS will pay each invoice issued within 30 days after the invoice has been issued.

Performances	Tool used	No of Reimbursement points Operator is the Reference Customer	No of Reimbursement points Operator is ZEISS
		1 reimbursement point $\hat{=}$ 55 EUR or the local equivalent	
Performance 1 Discussion Institute excursion only Incl. discussion/ advice No demo	No tool used	2 per hour	not applicable
Performance 2 Demonstration Level 1 of Category A microscopes	Axio Zoom V16 Axio Imager Axio Examiner Axio Observer Smartproof 5 Smartzoom 5 Visioner 1	3,1 per hour	2,5 per hour
Performance 3 Demonstration Level 2	Axio Scan Celldiscoverer 7	3,8 per hour	3,1 per hour

of Category AA microscopes	Cell Observer SD		
Performance 4 Demonstration Level 3 of Category AAA microscopes Demonstration of Electron Microscopes	ELYRA Lightsheet Lattice Lightsheet LSM series EVO and Sigma series	4,1 per hour	3,5 per hour
Performance 5 Demonstration Level 4 of Category AAA microscopes Demonstration of Electron Microscopes	GeminiSEM series Crossbeam series Versa and Context series	4,4 per hour	3,8 per hour
Performance 6 Demonstration Level 5 of special Electron Microscopes	MultiSEM series Ultra-series	5,0 per hour	4,4 per hour
Performance 7 Equipment/ Microscope time/ Measuring time Only usage of the tool No customers on site	Level 1, 2 and 3	1,0 per hour	1,0 per hour
	Level 4	1,2 per hour	1,2 per hour
	Level 5	2,0 per hour	2,0 per hour
Performance 8 Sample preparation Preparation of the samples in advance of the measurement		1,0 per hour	1,0 per hour
Performance 9 Production of samples Production of samples on behalf of ZEISS customers, ZEISS employees or the Customer Centers		Offer on case-by-case basis taking the efforts into account	Offer on case-by-case basis taking the efforts into account
Performance 10 Data processing time Processing of self-generated or sent data		1,5 per hour	1,5 per hour
Performance 11 Application Notes Creation of Application Notes (or synonymous White Papers) at the request of ZEISS. Only as agreed in advance.		25,0 for 5 pages 50,0 for 10 pages	Offer on case-by-case basis taking the efforts into account
Performance 12 Workshops, courses, trainings Conducting workshops, courses or trainings for customers and ZEISS employees. At ZEISS' or the Reference Customer's site as location or at the I@I Partner as agreed in advance.		Offer on case-by-case basis taking the efforts in to account	Offer on case-by-case basis taking the efforts into account

ZEISS and the Reference Customer agree that there will be no minimum numbers of performances to be commissioned by ZEISS. Only agreed performances of the Reference Customer will result in Reimbursement Points.

Accumulated points must be redeemed annually, starting from the Agreement's Effective Date. Points are not eligible for redemption after the end of the term or termination becomes effective. Should the Agreement be extended, the same rule applies, i.e., accumulated points must be redeemed within one year following the renewal.

2.2.3. Conference Meeting

ZEISS will organize a conference every two years with all Reference Customers. These meetings will be a one or two days' face-to-face or virtual conference of representatives of all Reference Customers, ZEISS representatives and guests from the scientific community. During these event new scientific developments in the field of microscopy will be presented and discussed. The Reference Customer may name up to two representatives to attend these conference meetings.

2.2.4 Export Control

ZEISS will undertake the necessary measures to ensure that no individuals will attend presentations or will otherwise get access to the Reference Customer's premises under this Agreement (the "Visit") if the Visit would be prohibited under the applicable export control laws and regulations including without limitation the German, EU and US export control laws and regulations.

3. Performance

- 3.1 The Reference Customer will provide a list of the microscope systems incl. serial numbers and the respective configurations which are available for device presentations. This list is added as an appendix to this Agreement and may be amended from time to time.

3.2 Contact Persons

Contact Person(s) of Reference Customer is/are:

Name:

[Redacted]

Function:

[Redacted]

Phone:

[Redacted]

Email:

[Redacted]

Contact Person of ZEISS is:

Name:

[Redacted]

Function:

[Redacted]

Phone:

[Redacted]

Email:

[Redacted]

During the term of this Agreement each Party may at any time name other contact persons by sending written notice (email sufficient).

3.3 Preparation, Realization and Evaluation of Demonstrations

The Reference Customer shall prepare the devices for the demonstrations. The documentation of the agreements for the demonstrations between ZEISS and the Reference Customer shall be in writing (email is sufficient). Oral agreements are valid only if confirmed by e-mail or in writing.

ZEISS may invite customers from all countries, in case of country restrictions for potential customers (e.g., restrictions due to the national security legislation valid for the Reference Customer place of operation and business) who may be invited by ZEISS the Reference Customer shall inform ZEISS about such restrictions without undue delay.

ZEISS may cancel a performance on short term notice (such as cancellations caused by customer cancellation) without liability for reimbursement of costs.

The Reference Customer shall provide ZEISS with brief written feedback concerning the demonstration and the ZEISS customers' samples worked on by the Reference Customer.

3.4 Sample Declaration

The ZEISS customer visiting the Reference Customer and bringing outside samples to the Reference Customers' location is responsible for the sample declaration in line with the applicable ~~then~~ current procedures. ZEISS will not be liable for any danger or risk of contamination of the customer samples. The Reference Customer has the right to reject the samples if the declaration shows that the handling of the samples is not allowed in the labs or if the handling involves a security risk.

4. Confidentiality

- 4.1 The Parties agree that the receiving Party ("Receiving Party") shall keep confidential and shall not publish or otherwise disclose any Information received or obtained from the disclosing Party ("Disclosing Party") to any third party without the Disclosing Party's prior written consent and shall not use such information except for the purpose of this Agreement. "Confidential Information" shall mean any trade secrets, or confidential or proprietary information disclosed by the Disclosing Party to the Receiving Party, or which becomes known to the Receiving Party during its performance under this Agreement, whether in writing, orally, stored on data carriers, in the form of samples, models or otherwise. All customer data obtained by the Reference Customer during its performance shall also be considered confidential Information.
- 4.2 Confidential Information shall not include any information which:
- (a) known to the Receiving Party prior to the time of disclosure.
 - (b) in the public domain at the time of disclosure or thereafter becomes publicly known through no breach of this Agreement by the Receiving Party.
 - (c) obtained by the Receiving Party from a third party who has the right to disclose such information to the Receiving Party; or
 - (d) independently developed by the Receiving Party by employees which had no access to and which did not use Confidential Information of the Disclosing Party.

- 4.3 Confidential Information remains the property of the Disclosing Party and after the end of the term of this Agreement or upon written request, each Party shall return to the other Party or destroy (as directed by the Supplying Party and/or the Disclosing Party) all copies of Confidential Information and all unused samples and/or materials in a manner consistent with applicable laws and regulations. Each Party may retain one copy of any such Information in a confidential file for record purposes only. This Section 4 shall survive the term and termination of this Agreement for a period of 3 (three) years.

5. Limitation of Liability

Each Party shall be liable for damages caused by it during its performance under or in connection with this Agreement. Such claims for damages of one party against the other party and the other party's officers, employees and contractors shall be limited to damages caused by wrongful intent or gross negligence. No party shall be liable for indirect damages of the other party including without limitation loss of profit, production standstill or facility shutdown. The limitation of liability shall not apply in case that the damage is the injury or death of a person.

6. Term

The Agreement shall become effective on 1.6.2026 and will remain valid for a period of twelve (12) months. Should neither party terminate this Agreement by written notice in accordance with Section 6.1 or 6.2 below, the Agreement will be automatically extended additional twelve months periods."

6.1 Termination without Cause

Each Party may terminate this Agreement without cause by giving 90 days written notice to the other Party.

6.2 Termination for Cause

Each Party may terminate this Agreement for cause without notice in case that

- the other Party is in material breach of this Agreement
- the Reference Customer enters a similar collaboration with a competitor of ZEISS (see Section 7.5 below)
- the other Party files a petition for bankruptcy, insolvency, or similar events

6.3 Surviving Clauses

All rights and obligations out of this Agreement which by their intention are meant to survive the term or termination of this Agreement including without limitation confidentiality, intellectual property rights and publications, shall survive the term and termination of this Agreement.

7. Miscellaneous

7.1 Applicable law

This Agreement shall be subject to and interpreted in accordance with the laws of Germany without regard to its conflict of law's provisions.

7.2 Venue

In the event of disputes resulting from or in connection with this Agreement including disputes arising after its termination, the Parties shall try to settle such dispute through good faith negotiations. If this is not successful, all disputes arising out of and in connection with this Agreement including disputes regarding the validity of this choice of forum clause shall be submitted to the competent courts of the city of Jena, Germany

7.3 Severability

Should a provision of this Agreement be or become invalid or void, the validity of the remainder of this Agreement is not affected. The Parties shall try to mutually replace the invalid or void provision and amend this Agreement with a provision that comes as close as possible to the invalid provision in a way that is permitted by law.

7.4 Written Form

This Agreement contains and constitutes the entire understanding and agreement between the Parties with regards to the subject matter hereof. This Agreement may not be amended or modified except by a subsequent agreement made in writing and signed by duly authorised officers or representatives of the Parties. This written form requirement cannot be waived except by a written instrument signed by both Parties. The Parties agree that electronic signatures using Adobe Sign or similar electronic signatures shall be sufficient.

7.5 Similar agreements with competitors

If the Reference Customer enters a similar collaboration with a competitor of ZEISS in the field of microscopy, the Reference Customer shall inform ZEISS about such collaboration without delay. In such event ZEISS may choose to terminate this Agreement in accordance with Section 6.2.

8. Exhibits

The List containing the Reference Customer's devices which may be used during demonstrations is attached hereto and made a part hereof as Exhibit A.

Oberkochen, xxx
For and on behalf of

Olomouc, xxx
For and on behalf of

1.



1.



Mgr. Jan Říha, Ph.D.
Dean of Faculty of Science

2.

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2.



Faculty of Science

Exhibit A

List of Microscope Systems with Serial Numbers and Configurations

available for labs@location

- Carl Zeiss LSM 710 with FRAP and FRET (SN: 2501000508)
- Carl Zeiss LSM 880 with Airyscan, flipped (SN: 2850100131)
- Carl Zeiss Cell Observer SD with dual high-resolution camera and direct FRAP (SN: 3834004499)
- Carl Zeiss Lightsheet 7 (SN: 2595000401)
- Carl Zeiss LSM 990 with Airyscan 2 (SN: 2668000186)
- Carl Zeiss AxioImager.M2 with Apotome.2 (SN: 3525002462)
- Carl Zeiss AxioZoom.V16 with fluorescence (SN: 3941000776)

List of Sample Preparation Equipment

Preparation of living plant samples:

- Fytotrons
- Fytochambers Percival
- Greenhouse including 4 phytopathological units
- Incubators

Preparation of fixed plant samples:

- Digestors
- Centrifuges

Applications and Lab equipment

Fully-equipped molecular biological and biochemical laboratories for plants and microbes

Molecular cloning, PCRs, SDS-PAGE, documentation

Plant and microbe transformation platforms

GMO S1 facility