

GENERAL TERMS AND CONDITIONS FOR SCIENTIFIC SERVICES OF FZU - HILASE

1. Scope

- 1.1 FZU - HiLASE will provide its research services specified in its written binding offer to the Client under these General Terms and Conditions („Terms”). These Terms shall apply to any services that are fully reimbursed by Client and include research, process development, equipment/ product development, testing, treatment, cutting, drilling or other operations using laser irradiation.
- 1.2 FZU - HiLASE does not accept any procurement terms of the Client, or any other standard terms attached to the acceptance are hereby expressly refused and do not form part of the binding contract. FZU - HiLASE will only adhere to such differing or additional terms if FZU - HiLASE recognizes their validity expressly in writing. Insofar as the following Terms do not stipulate otherwise, the provisions of the Czech Civil Code shall apply to the Contract.

2. Offer and Acceptance

- 2.1 The offer submitted by FZU - HiLASE to the Client is valid for thirty days after the receipt by Client, unless specified otherwise in the offer. The offer shall contain the scope of services, price, delivery dates and terms, specification of deliverables and contact persons.
- 2.2 The contract in between FZU - HiLASE and the Client becomes valid and binding once the Client accepts the offer by delivering the written acceptance to FZU - HiLASE (“Contract”). Any additional terms or conditions attached to the acceptance are hereby refuted and do not form part of the Contract.

3. Provision of Services

- 3.1 FZU - HiLASE shall perform the services as specified in the offer (“Services”) with diligence and care whilst considering recognized scientific standards.
- 3.2 The Services and the deliverables shall be provided to Client as described in the offer. **Any timelines contained in the offer are estimates only and shall not give rise to claims against FZU - HiLASE.** In case of a delay FZU - HiLASE will inform the Client in due time.

4. Supply of Information and Material

- 4.1 The Client shall provide FZU - HiLASE with any information and assistance necessary for the performance of the Services. The Client shall designate one contact person for such cooperation.
- 4.2 The Client shall timely provide FZU - HiLASE with any materials of the Client in the quantities, quality and specifications as set forth in the offer, or as required for the proper and safe performance of the Services.
- 4.3 The Client represents and warrants compliance with all applicable laws and regulations as well as any third-party rights regarding the collection, transfer and provision of any Client information and materials supplied by Client to FZU - HiLASE and their use by FZU - HiLASE for the performance of the Service. Subject to Clause 7, FZU - HiLASE shall be entitled to destroy or use any remaining materials for research purposes.
- 4.4 The Client expressly represents and warrants that the materials provided are not flammable, explosive or in other way unsuitable for testing, treatment, cutting, drilling or other operations with laser irradiation or the Client shall specifically inform FZU - HiLASE of the dangerous characteristics of the materials provided. Shall the material cause any harm, damage or loss to the FZU - HiLASE facilities, equipment or personnel, the Client shall indemnify FZU - HiLASE or any third party for any such harm, damage or loss.

5. Results of Research and Development, Right to Use

- 5.1 Parties acknowledge that the Services may after the completion contain any new intellectual property rights

or intellectual property rights that either party owned prior to the commencement of the Services, FZU - HiLASE shall make the research and development results available to the Client after completion of the Services. The results may include any information, data, techniques, know-how, results, inventions, discoveries, software and materials identified or first reduced to practice or writing or developed in the course of the Services (the Results).

- 5.2 Each Party grants the other a royalty-free, fully paid-up, non-exclusive licence to use its background for the purpose of carrying out the Services. Neither Party may grant any sub-licence to use the other's background intellectual property.
- 5.3 FZU - HiLASE will own the Intellectual Property Rights in the Results and may, at its expense, register and maintain any protection for the Intellectual Property Rights in the Results.
- 5.4 The Client will ensure that its employees involved in the creation of the Results give FZU - HiLASE such assistance (except financial assistance) as it may reasonably request in connection with the registration and protection of the Results.
- 5.5 FZU - HiLASE grants to the Client a non-exclusive, indefinite, fully paid-up, royalty free licence (with the right to sub-license to any group company and to any person working for, or on behalf of, the Client or any group company, but only for the purpose of carrying out services for the Client, and otherwise without the right to sub-license) to use the Results for any purpose worldwide.
- 5.6 The parties will, if the Client gives FZU - HiLASE written notice (**an Option Notice**) at any time during the provision of the Services plus a further 3 months after the Services completion (together called **the Option Period**), negotiate the terms on which FZU - HiLASE will grant the Client an exclusive paid licence to use the Results (**the Licence**).
- 5.7 Following FZU - HiLASE's receipt of an Option Notice, the Parties will negotiate in good faith, for a period of up to 3 months after the date of receipt of the Option Notice (**the Negotiation Period**) an agreement for the grant of the paid Licence. If the Parties are unable to agree the terms of the Licence within the Negotiation Period, the Client's right to obtain exclusivity shall lapse whilst the license granted under par. 5.5 of these Terms shall remain valid and enforceable.
- 5.8 If agreed in writing, the Client shall reimburse FZU - HiLASE an appropriate part of the costs of applying for, maintaining, and defending the intellectual property rights in the Results.

6. Use of Infrastructure by Client

- 6.1 Shall the Client or its personnel need access to infrastructure of FZU - HiLASE, Client ensures sufficient insurance coverage and represents that the Client's personnel comply with all communicated internal regulations and instructions such as for example the security and safety policies of FZU - HiLASE. Client acknowledges that its personnel may be required to sign separate agreements, e.g., confidentiality agreement, for the access to such infrastructure.

7. Confidentiality

- 7.1 "Confidential Information" means any information provided in writing, orally, electronically, or in the form of samples, models, products, or equipment etc., which is labelled as confidential and exchanged in any form and to which access is given by the Client to FZU - HiLASE for the purpose of the Services. FZU - HiLASE will maintain secrecy with respect to Confidential Information and will use it solely for the performance of the Services. If Confidential Information is communicated in a non-written form, the Client must provide to FZU - HiLASE within ten (10) days from disclosure a written reproduction of the information that needs to be treated as confidential. The obligation of confidentiality ends five (5) years after the termination of the Contract.

7.2 Confidentiality obligations shall not apply to such information for which FZU - HiLASE can prove that such information (i) was already in the public domain before its disclosure by Client or is afterwards made public through no fault of FZU - HiLASE, (ii) was disclosed to FZU - HiLASE by a third party free of any obligation of confidentiality, (iii) was already known to FZU - HiLASE before its disclosure or (iv) was developed by FZU - HiLASE independently. If FZU - HiLASE is required by law or a regulatory body to disclose Confidential Information, FZU - HiLASE shall, wherever practicable, give to Client reasonable advance notice of the intended disclosure.

7.3 Except for copies on routine information technology backups, copies for the purpose of monitoring compliance with its obligation hereunder and subject to mandatory laws, FZU - HiLASE will destroy or delete any Confidential Information no later than one year after termination of the Service if the Client so requests.

8. Deliverables

8.1 If pursuant to the offer, FZU - HiLASE shall provide reports, statistics, information, or other intangible deliverables, it assigns, upon transfer, any material rights in such reports to the Client. The delivery of such reports shall be done electronically by e-mail or data transfer. The date of delivery is the date when FZU - HiLASE sent the reports to the Client. Subject to Clause 7, the Client is free to dispose of the reports and use any information contained in the reports in its own responsibility. FZU - HiLASE shall be entitled to use any data or information contained in the reports for its internal research purposes.

8.2 If pursuant to the offer FZU - HiLASE is to provide items or samples, the ownership of the items or samples shall transfer to the Client upon delivery. The Client may use or dispose of the items or samples. The risk for loss and damage of the items or samples shall pass to the Client at delivery. Delivery terms shall be EXW Dolní Břežany (Incoterms 2010) unless specifically listed otherwise in the offer.

8.3 If pursuant to the offer FZU - HiLASE is to provide data, reports, statistics or other intangible information, the Client is entitled to use such deliverables for any purpose. Any personal data, however, shall not be transferred to any third party and shall not be made available to the public.

8.4 The Client shall inform FZU - HiLASE in writing within fourteen (14) days after receipt of the items, samples, or data of any non-compliance with the specifications as set forth in the offer or in the case of a hidden defect within fourteen (14) days upon discovery. Warranty period for hidden defects shall be six (6) months from receipt of items and samples.

8.5 The Client shall confirm the delivery of any intangible deliverables in writing or by e-mail without undue delay. Failure to confirm the delivery does not constitute late delivery or any other breach of the Terms by FZU - HiLASE.

9. Publication

9.1 The Client may publish the data provided by FZU - HiLASE if the author and FZU - HiLASE are mentioned.

9.2 Neither party is entitled to use the name, logos, or trademarks of the other party for purpose of advertising or other public presentation unless expressly agreed otherwise.

9.3 FZU - HiLASE may publish any data or information resulting from the Contract in scientific paper or study if the Client agreed with such publication.

10. Price and Payments

10.1 The Client shall pay to FZU - HiLASE the price of Services as stipulated in the offer, plus VAT applicable at

the time and place of delivery. If not included in the offer, any ancillary costs such as costs for packaging, shipping or insurance expenses and customs duty must be remunerated separately by Client, if not borne by the Client directly.

- 10.2 The payment may be divided into separate instalments if specified so in the offer.
- 10.3 The Client shall pay the invoices within thirty (30) days upon receipt to an account stipulated on the invoice. If the Client does not raise any justified objections regarding the invoice within ten (10) days from its receipt, such invoice shall be deemed accepted by the Client.
- 10.4 All payments shall be done in the currency specified on the invoice.

11. Data Protection

- 11.1 The parties agree to comply with all applicable data protection laws and regulations. To the extent the personal data is collected by FZU - HiLASE based on data protection regulations for relevant Czech and European authorities, the Client shall (i) use such data only for research purposes not related to specific persons; (ii) protect such data by suitable technical and organizational measures, in particular against unauthorized processing; (iii) render such data anonymous as soon as the purpose of the processing permits; (iv) only disclose such data to a third party with the prior written consent of FZU - HiLASE (Email sufficient) and in compliance with any requirements imposed by FZU - HiLASE; and (v) publish such data only in a manner that the data subjects may not be identified.

12. Export Laws

- 12.1 The parties shall observe all applicable national, European, foreign, and international regulations of foreign trade law including embargoes (and/or other sanctions).
- 12.2 The parties shall provide each other with necessary assistance to meet all regulations arising out of export laws and regulations that apply to the scope of the Contract.

13. Liability, Warranty, Indemnification

- 13.1 FZU - HiLASE represents and warrants that it will use its best efforts so that the items, samples, and data to be provided pursuant to the offer comply with the specifications expressly stated in the offer. Any other warranty and/or representation, including but not limited to the non-infringement of third-party rights, is excluded. The Client acknowledges that the deliverables may, due the experimental nature of the Services, not be fit for the intended purpose.
- 13.2 FZU - HiLASE excludes any liability for any damages, including but not limited to any indirect damage or consequential loss or similar damage (e.g. loss of profit) suffered by Client in connection with the Contract, provided such damage was not caused by FZU - HiLASE's wilful misconduct or gross negligence.
- 13.3 The Client accepts sole responsibility for the use of any items, samples, data and any information provided by FZU - HiLASE and shall, to the fullest extent permitted by the applicable law indemnify FZU - HiLASE against third party claims which are based on the Client's use of any items, samples, data or any information contained in the report or otherwise provided by FZU - HiLASE.

14. FORCE MAJEURE

- 14.1 If the performance by a party of any of its obligations under this Agreement (except a payment obligation) is delayed or prevented by circumstances beyond its reasonable control, that Party will not be in breach of the Contract because of that delay in performance. However, if the delay in performance lasts more than 3 months, the other Party may terminate the Contract with immediate effect by giving written notice to the Party

whose performance is delayed or prevented.

15. Termination

- 15.1 The Contract shall terminate upon the completion of the Service. The provisions which, by their nature, are intended to survive the expiry or termination of the Contract shall continue to apply.
- 15.2 The Contract may be terminated in writing by either party at any time with 30-day notice. The Client shall reimburse all Services performed until termination of the Contract is effective.

16. Miscellaneous

- 16.1 These Terms governs the contractual relationship of the parties in relation to the Services solely and exclusively. Any earlier agreements between the parties governing the same subject matter are hereby terminated and replaced by these Terms. Any changes to the Contract shall be agreed upon in writing. Any general terms and conditions of the Client are excluded.
- 16.2 The parties do not, through this contractual relationship, acquire any rights from the other party apart from those which are explicitly conferred by the Contract. Rights and obligations arising from the Contract may not be transferred to third parties without the written permission of the other party.
- 16.3 In the event of inconsistencies between the offer and these Terms, the offer shall prevail, provided it is accepted and confirmed by FZU - HiLASE in the written form. E-mail shall be considered written form for any communication of the parties and sufficient for any amendment of the offer or the scope of Services.
- 16.4 The Client acknowledges that FZU - HiLASE might be obliged under applicable Czech legislation to publish the Contract in Czech public register of contracts. Such publication will not include trade secrets, personal data or Confidential Information.
- 16.5 The Contract shall be construed and governed by the laws of the Czech Republic, without reference to its conflict of laws principles, and shall not be governed by the United Nations Convention on Contracts for International Sale of Goods (the Vienna Convention).