

## CO-OWNERSHIP AGREEMENT

No. 027/2022

closed in accordance with § 1746 art. 2, Civil Code Act No. 89/2012 Coll., as amended  
(hereinafter “Civil Code”)

### **Charles University,**

a university existing under the laws of the Czech Republic, with its registered office at Ovocný trh 560/5,  
116 36 Prague 1, Czech Republic, Reg.No. 00216208  
(hereinafter „University“)

relates to: **Faculty of Mathematics and Physics**, address: Ke Karlovu 3, 121 16 Prague 2  
(hereinafter „Faculty“)

represented on the grounds of mandate agreement

by **Charles University Innovations Prague a.s.,**

a company formed and existing under the laws of the Czech Republic, with its registered office at  
Ovocný trh 560/5, 110 00 Prague, Reg.No. 07236239, VAD ID: CZ07236239, registered with the  
Municipal Court in Prague, File C 297343

represented by Otomar Sláma, MBA, MPA, the chairman of the board  
(hereinafter „CUIP“)

and

### **UNITY TECHNOLOGIES SF,**

a company formed and existing under the laws of the United States, with its registered office at 30 3<sup>rd</sup>  
Street, San Francisco, US-CA, 94103 US, LEI 549300D1ESJMGNG432, RA000602

represented by Joe Marks  
(hereinafter „Unity“),

(hereinafter also jointly as the “Parties” or each as the “Party”),  
concluded the following day, month and year this Co-ownership Agreement (hereinafter  
“Agreement”)

## **I. Subject of Agreement**

1. Employees of Unity (previously Weta Digital Limited) and Faculty jointly created invention(s) which are subject(s) of IP rights specified below to which both parties obtain rights under employee’s invention provision of their respective legal systems.
2. The Parties hereby acknowledge that they are the legal and beneficial joint owners of said invention(s).
3. The Parties also confirm that they applied for a provisional patent at United States Patent and Trademark Office titled “Spectral Uplifting Converter Using Moment-Based Mapping,” with application number of US 63/215,908, and non-provisional patent application , titled “Spectral Uplifting Converter Using Moment-Based Mapping” with application number of US 17/361,212 (hereinafter “US applications”) and filed a PCT patent application with the New Zealand Patent office titled “Spectral Uplifting Converter Using Moment-Based Mapping,” with the application number of PCT/NZ2021/050156 (hereinafter “PCT application).
4. The parties also confirm this agreement applies to any related inventions resulting from collaboration between the parties developed during the period from the date of the patent filings up through July 2022, including the paper “Wide Gamut Moment-based Constrained Spectral Uplifting” presented at the Computer Graphics Forum, 26 July, 2022, (herein referred to as “paper”)
5. The Parties agree that for any further patent application using the priority of the US applications, the PCT application, and/or the paper will be jointly owned and Unity will be responsible for costs of filing such patent applications, and will have sole discretion for determining patenting strategy, for determining whether to make any filing, for determining which countries to file in, for selection of

counsel, etc., with consultation with Faculty as appropriate. University and Faculty agree to cooperate, at Unity expense, as needed to perfect intellectual property rights, including obtaining inventor assignments for patent rights.

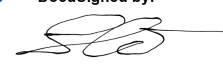
**II. Conditions of granting a (sub)licence; no duty to account**

1. Unity agrees that University is entitled to grant a non-exclusive (sub)licence without a prior consent of Unity. University is obliged to give prompt (written) notice to Unity after granting the (sub)licence. Royalties of such license are at sole discretion of Faculty.
2. University agrees that Unity is entitled to grant a non-exclusive (sub)licence without a prior consent of University. Unity is obliged to give prompt (written) notice to University after granting the (sub)licence. Royalties of such license are at sole discretion of Unity.
3. Subject only to express notice requirements provided in this Agreement and the granting of exclusive licenses (which requires separate written consent), the parties understand and agree that neither party will be under any obligation to account to, or share with, the other party any revenues or royalties resulting from use or exploitation of intellectual property jointly owned under this Agreement, nor to receive any consent from the other party concerning any use or exploitation of such intellectual property.

**III. General**

1. This Agreement is concluded for an indefinite period and becomes valid on the date of its execution by the Parties hereto. The Agreement shall come into full force and effect on the day of its publication in the Contracts Register according to Act. No. 340/2015 Coll., as amended.
2. Either Party may terminate the Agreement without giving a reason within a one year notice period, which begins on the first day of the calendar month following the delivery of the written notice to the other Party.
3. This Agreement will be governed by and construed in accordance with the laws of England and Wales, excluding that body of law known as conflict of laws.
4. Any legal action or proceeding arising under this Agreement will be brought exclusively in the courts of competent jurisdiction located in Greater London and the City of London, United Kingdom and the parties hereby irrevocably consent to the personal jurisdiction and venue therein.

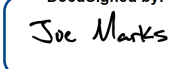
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**Charles University Innovations Prague a.s.**  
Otomar Sláma, MBA, MPA

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**UNITY TECHNOLOGIES SF**  
Joe Marks

December 2, 2022

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