

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT7636250

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	LICENSE
CONVEYING PARTY DATA	
Name	Execution Date
NUOYA ROBOT (ZHEJIANG) CO., LTD.	10/10/2022
RECEIVING PARTY DATA	
Name:	NINGBO BETTA TECHNOLOGY CO., LTD.
Street Address:	DISTRICT 1, 3RD FLOOR, BUILDING 1, NO. 211 XINGGUANG ROAD
Internal Address:	HIGH-TECH ZONE, ZHEJIANG PROVINCE
City:	NINGBO
State/Country:	CHINA
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	D935119
CORRESPONDENCE DATA	
Fax Number:	
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	2673932299
Email:	docketing@pacificpatentgroup.com
Correspondent Name:	GETECH LAW LLC
Address Line 1:	203 N LASALLE, SUITE 2100
Address Line 4:	CHICAGO, ILLINOIS 60601
NAME OF SUBMITTER:	NOEMI TOVAR
SIGNATURE:	/Noemi Tovar/
DATE SIGNED:	11/09/2022
Total Attachments: 23	
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Intellectual Property License Contract

Party A (Licensor): Nuoya Robot (Zhejiang) Co., Ltd.

Unified Social Credit Code: 91330521MA2B6NNE7M

Legal representative: Yajun Wu

Address: No.2-109, Building 4, No.10 Keyuan Rd., Wuyang Subdistrict, Deqing, Huzhou, Zhejiang, China (Moganshan National High-tech Zone)

Party B (Licensee): Ningbo Betta Technology Co., Ltd.

Unified Social Credit Code: 91330201MA7F50M000

Legal representative: Yulong Gao

Address: District 1, 3rd Floor, Building 1, No.211 Xingguang Road, High-tech Zone, NingBo, Zhejiang Province, China

Whereas Party A is the legal right holder of the patents of items 1-9, the computer software copyrights of items 10-13 and the patent application rights of items 14-16 set forth in the following table.

Table 1:

Category	No.	Patent No./Registration No./Application No.	Name	Type	Application Date/Completion Date	Date of Authorization Announcement	Number of claims
Patent Right	1	ZL201911412052.9	Water surface cleaning robot	Invention	December 31, 2019	July 13, 2021	10
	2	ZL201922492163.7	Water surface cleaning robot with good anti-collision effect	Utility Model	December 31, 2019 (valid until December 31, 2029)	October 27, 2020	10
	3	ZL201922490920.7	Water surface cleaner with convenient storage function	Utility Model	December 31, 2019 (valid until December 31, 2029)	November 20, 2020	10
	4	ZL201922491863.4	Water surface cleaner for easy cleaning	Utility Model	December 31, 2019 (valid until December 31, 2029)	September 18, 2020	10
	5	ZL201930746222.1	Water surface cleaner	Industrial Design	December 31, 2019	May 5, 2020	

				(valid until December 31, 2029)	
6	ZL201930744268.X	Basket for cleaner	Industrial Design	December 31, 2019 (valid until December 31, 2029)	July 7, 2020
7	USD935119S	Automatic water surface skimmer	U.S. Industrial Design	June 30, 2020	November 2, 2021
8	AU202015127	Automatic water surface skimmer	Australian Industrial Design	September 18, 2020 (valid until September 18, 2030)	November 18, 2020
9	EU008183735-0001	Pool Skimmers	EU Industrial Design	September 25, 2020	October 13, 2020
Software Copyright	10	2020SR1210669	Automatic robot operation processing software V1.0	Computer Software Copyright	March 1, 2020
	11	2020SR1137706	QT-based robot test software V1.0	Computer Software Copyright	March 7, 2020
	12	2020SR1139488	Display and processing software capable of testing motor status V1.0	Computer Software Copyright	April 5, 2020
	13	2020SR1139496	Remote control software for Nuoya water surface cleaning robot V1.0	Computer Software Copyright	May 16, 2020
	14	CN201911412053.3	Water surface cleaner	Chinese Invention Patent Application	December 31, 2019
Patent Application Right	15	US17/015,906	Automatic water surface skimmer	U.S. Invention Patent Application	September 9, 2020
	16	PCT/CN2020/128577	Water surface cleaning robot	PCT Application	November 13, 2020

Whereas Party B is an enterprise engaged in the field of cleaning robots, hopes to obtain the license for exploitation of the above patent rights and the license for use of computer software copyright from Party A, and Party A agrees to grant the requested licenses to Party B. Based on the principle of equality, mutual benefit and good faith, both parties agree to enter into this Contract through friendly negotiation.

1. Terms and definitions

The nouns and terms referred to in this article are those to be defined in the execution of this Contract. For example:

Patent right - the patent right referred to herein shall mean the invention patent (or utility model patent or industrial design patent) granted by the China National Intellectual Property Administration and licensed by the Licensor to the Licensee, or invention patents or industrial design patents granted by other countries in the world or by the World Intellectual Property Organization.

Computer software copyright - the general term of the property rights and spiritual rights enjoyed by natural persons, legal persons or other organizations on computer software works, which is referred to as software copyright.

Know-how - the technology required for the exploitation of the patent or the use of software copyrights, which contributes to the best use of the technology in the industrial production, and has not entered the public domain.

Technical data - all patent application documents, technical secrets related to the exploitation of the patent, and design drawings, technical drawings, technical formulas, process flows, and other technical data including tooling and equipment lists required for manufacturing contract products, all codes of software copyrights, software instructions, etc.

Technical services - the services performed by the Licensor for the Licensee to implement the technology and use the software covered herein, including technology teaching, software debugging and personnel training.

Sole license for exploitation of patent - it means that while the Licensor permits the Licensee to implement the technology within the term, region and technical field

agreed herein, the Licensor reserves the right to implement the technology, but may not license any entity or individual other than the Licensee to implement the technology.

Exclusive license for software copyright - also known as exclusive use license, it means that the software copyright holder shall not issue the license to a third party in the same way after granting the license to the Licensee.

Sub-license - the Licensee, with the consent of the Licensor, licenses the patented technology or software copyright involved herein to a third party.

2. Method, scope and term of license

2.1 Patent rights of items 1-9 in the table

Table 1 The licensing method of the patents in Table 1 is exclusive licensing, which means that Party A, while permitting Party B to implement the patented technology within the term, region and technical field agreed herein, reserves the right to implement the patented technology, but may not authorize any entity or individual other than Party B to implement the patented technology. At the same time, Party B shall not license any entity or individual to implement the patented technology in the form of sub-license.

The license scope of the above patents is to manufacture, use, sell or promise to sell the patented products in the region where the patents are under protection; (or) to use its patented process and to use, sell or promise to sell the products directly obtained according to the patented process; (or) to import the patented product, (or) import the products directly obtained by the patented process.

2.2 Computer software copyrights of items 10-13 in the table

The licensing method of the above computer software copyrights is exclusive license, which means that while permitting Party B to use the software copyrights worldwide within the term agreed herein, Party A shall not permit any entity or individual other than Party B to use the software copyrights in the same way. The use of the software copyrights shall include the commercial use of the software copyrights and the collection of remuneration within the term and territorial scope agreed in the Contract. Party A may reserve the right to use the software copyrights, that is, Party A can only use and load the software copyrights on its own products in the field of cleaning robots.

The types of computer software copyright licenses shall include the following: reproduction right, distribution right, rental right, information network dissemination right and translation right.

2.3 Patent application rights of items 14-16 in the table

The patent applications of items 14 and 15 will automatically become effective and be licensed to Party B in the same way as the patents in clause 2.1 after being authorized by the corresponding countries respectively. The PCT application of item 16 will automatically become effective and licensed to Party B in the same way as the patent in 2.1 after its application for entry into the **United States, Europe and Australia** is authorized.

2.4 Term of license

The term of license granted by Party A to Party B on the intellectual property rights of items 1-13 in Table 1 is 10 years, which is effective from the effective date of this Contract. Where the legal term of validity of some patent rights is less than 10 years, the legal term shall prevail; the patent applications of items 14-16 in Table 1 that have not been authorized will be automatically licensed to Party B from the date of grant of the patent, and the license term will be 10 years from the date of grant; the above starting dates shall not be counted in the term.

3. **Licensed technical content**

The Licensor shall provide the Licensee with all patent licensing texts of the patents listed in Table 1 (see the list for Table 1, and the appendix for the contents), the technical process documents necessary for the exploitation of the patents, and the equipment list (or providing equipment directly) for the manufacturing of the patented products, as well as the technical secrets and other technologies involved in the exploitation of the patents.

Party A shall provide Party B with all the code files of the computer software copyrights in Table 1 or the software media containing software code, the software instructions, as well as the relevant technical materials and other documents for implementing the computer software copyrights.

4. Delivery of technical data

The Licensor shall, within 30 days after Party A receives the first royalty (¥372,000) paid by Party B after the Contract comes into force, deliver to the Licensee all the materials referred to in Article 3 hereof. The place of delivery of technical data shall be the place where the Licensee is located or the place agreed upon by both parties.

5. Royalty and payment

The total royalty involved herein is ¥ 620,000 (in words: Six Hundred and Twenty Thousand Yuan Only), which will be paid in 10 installments. The royalties for each patent and computer software copyright are shown in Table 2 below:

Table 2

No.	Patent No./Registration No./Application No.	Name	Type	Royalty (Unit: RMB 10,000)
1	ZL201911412052.9	Water surface cleaning robot	Invention	10
2	ZL201922492163.7	Water surface cleaning robot with good anti-collision effect	Utility Model	3
3	ZL201922490920.7	Water surface cleaner with convenient storage function	Utility Model	3
4	ZL201922491863.4	Water surface cleaner for easy cleaning	Utility Model	3
5	ZL201930746222.1	Water surface cleaner	Industrial Design	2
6	ZL201930744268.X	Basket for cleaner	Industrial Design	2
7	USD935119S	Automatic water surface skimmer	U.S. Industrial Design	2
8	AU202015127	Automatic water surface skimmer	Australian Industrial Design	2
9	EU008183735-0001	Pool Skimmers	EU Industrial Design	2
10	2020SR1210669	Automatic robot operation processing software V1.0	Computer Software Copyright	3
11	2020SR1137706	QT-based robot test software V1.0	Computer Software Copyright	3
12	2020SR1139488	Display and processing software capable of testing motor stains V1.0	Computer Software Copyright	3
13	2020SR1139496	Remote control software for Nuoya water surface cleaning robot V1.0	Computer Software Copyright	3

14	CN201911412053.3	Water surface cleaner	Chinese Invention Patent Application	7
15	US17/015,906	Automatic water surface skimmer	U.S. Invention Patent Application	7
16	PCT/CN2020/128577	Water surface cleaning robot	PCT Application	7

Party B shall pay 60% of the royalty, i.e., ¥ 372,000 to Party A within 20 days after the Contract comes into force, 12%, i.e., ¥74,400 within 1 year, 7%, i.e., ¥43,400 within 2 years, and then 3%, i.e., ¥18,600 in 7 installments each year before the expiration of the Contract, until they are paid off. Party B shall remit all royalties to Party A's account or pay them to Party A in cash.

6. Technical services and training

6.1 Within 30 days after the Contract comes into force, Party A shall be responsible for passing on the contract technology to Party B and answering Party B's questions on the implementation of the patented technology and software copyrights.

6.2 Party A shall send qualified technical personnel to Party B's site for technical guidance when Party B implements the patented technology. When Party B uses the software copyrights, Party A shall send qualified technical personnel to assist Party B in software debugging and personnel training.

Party B's personnel trained by Party A shall meet the reasonable requirements set by Party A.

6.3 Party B may send personnel to Party A for training and technical guidance.

6.4 The quality of technical services and training shall be subject to the fact that the trainees can master the technology.

6.5 All expenses incurred in technical services and training, such as travel expenses and board expenses, shall be borne by Party B.

6.6 After the completion of the technical service and training, both parties shall sign an acceptance certificate after the acceptance inspection is passed.

7. Provision and sharing of follow-up improvement

7.1 During the term of this Contract, either party shall promptly notify the

other party of any improvement made to the technology or software involved herein.

7.2 For substantial major improvements and developments, the right to apply for intellectual property rights shall be agreed upon by both parties. If no agreement is reached, the right to apply for intellectual property rights shall belong to the party who made the improvement, and the other party shall have the right to be licensed at a preferential price or to use the technology or software for free.

7.3 For minor improvements on the original basis, such as software version upgrading, both parties may provide to each other for free.

7.4 If the improved technology or software has not been applied for intellectual property rights, the other party shall assume the confidentiality obligation for the improved technology or software, and shall not disclose, license or transfer the improved technology or software to any third party without authorization.

7.5 For major improvements jointly made by both parties, the right to apply for intellectual property rights shall belong to both parties, unless otherwise agreed.

8. Breach of contract and claim

8.1 If Party A refuses to provide the technical data, technical services and training stipulated in the Contract, Party B shall have the right to terminate the Contract, demand Party A to return the royalty, and pay a penalty equal to 20% of the royalty of the subject matter of the Contract, i.e., RMB 124,000.

8.2 Party A shall guarantee to maintain the validity of all the patent rights and computer software copyrights in Table I above during the term of this Contract (if the legal term is shorter than the term of the Contract, the validity shall be guaranteed within the legal term), including but not limited to paying annual fees and maintenance fee on time every year.

At the same time, Party A shall actively fulfill its obligation to ensure that the patent application in Table I can be granted.

In the event that any of the intellectual property rights become invalid due to Party A's negligence or intention and cannot be restored, other licenses hereunder shall remain valid. Party A shall provide an alternative solution as soon as possible for Party B, and

recalculate the royalty and term of use related to this authorization. At the same time, Party A shall bear all losses incurred by Party B and pay liquidated damages of RMB 20,000/item. If no alternative solution can be provided, Party A shall pay liquidated damages of RMB 50,000/item and compensate Party B for all losses incurred thereby.

8.3 In the event that Party A licenses the patented technology or computer software copyright hereunder to a third party other than Party B, Party B shall have the right to terminate the Contract, and Party A shall return the royalty paid to Party B. Party B shall have the right to require Party A to pay liquidated damages equal to 20% of the total royalty of this Contract, i.e., RMB 124,000, and the direct and indirect losses arising therefrom.

8.4 If Party A intends to transfer any patent right, software copyright or patent application right in Table 1, Party B shall be timely informed, and shall have the right of first refusal under the same conditions.

8.5 If Party B refuses to pay the royalties, Party A shall have the right to terminate the Contract, request to return all technical data, claim compensation for its actual losses, and pay liquidated damages of RMB 20,000.

9. Treatment of infringement

9.1 In the event that any third party accuses Party B of infringement of the technology or software copyright used by Party B during the term of this Contract, Party A shall bear all legal liabilities, and the litigation costs (including attorney's fee and notary fee, etc.) arising therefrom shall be borne by Party A.

9.2 If either party finds that Party A's patent right or software copyright is infringed by a third party, it shall notify the other party in a timely manner. Party A shall negotiate with the infringing party, or make a request to the corresponding administrative authority or bring a lawsuit to the people's court with the assistance of Party B.

10. Treatment of the revocation and invalidation of patent right and the deregistration of software copyright

If any patent right of Party A is revoked or declared invalid within the term of the

Contract, there is no fundamental violation of the principle of fairness, and Party A has no malicious intention to cause losses to Party B, Party A may not return the royalties to Party B. If Party A intends to cause losses to Party B or the principle of fairness was obviously violated, Party A shall return all royalties and compensate Party B for the actual losses. In such case, Party B shall have the right to terminate the Contract.

If any of the software copyrights is deregistered by the national copyright administrative authority during the term of the Contract, Party A shall return all royalties to Party B and compensate Party B for its actual losses. Party B shall have the right to terminate the Contract.

If the patent application of items 14-16 in Table 1 is not approved within the term of the Contract, but Party A has done its best to cooperate, Party B will not hold Party A accountable, and the Contract shall still be valid.

11. Dispute resolution

11.1 Any dispute arising from the performance of the Contract shall be settled by both parties through friendly negotiation according to the terms of the Contract.

11.2 If the dispute cannot be settled, a lawsuit may be filed with Ningbo Intermediate People's Court.

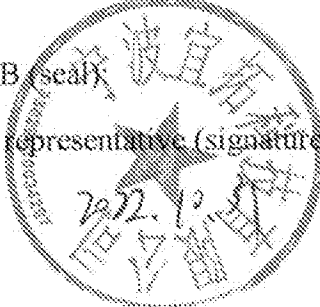

12. Effectiveness, alteration and termination of the Contract

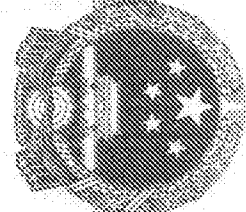
12.1 This Contract shall come into force on the date of being signed and sealed by both parties. Each party shall hold one copy and each copy shall have the same legal effect. In addition, the domestic patent license contract, foreign patent license contract and domestic software copyright license contract sealed by both parties shall be prepared for filing of license contract. The contracts used for filing shall be consistent with the content of this Contract. In case of any conflict with the terms of this Contract, or any terms not involved in the contracts for filing, this Contract shall prevail. The Contract shall be valid for ten years (if the period of validity of some patents is less than ten years, the use license of other patent rights or computer software copyrights under this Contract will not be affected).

12.2 The address specified in the first part of the Contract shall be the address for service, and matters related hereto shall be delivered to the address for service. In case of any change in the address of either party, the other party shall be informed immediately, otherwise the original address shall prevail.

12.3 For matters not covered in this Contract, both parties may sign a supplementary agreement. All supplementary agreements related hereto signed by both parties in the future shall constitute an integral part of this Contract and have the same legal effect as this Contract.

Party A (seal): 
Legal representative (signature): 
Date: 10/10/2022

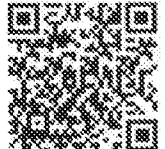
Party B (seal): 
Legal representative (signature): 
Date: 2022.10.10



营业执照

(副本)

统一社会信用代码 91330201MA7F50M000 (1/1)



扫描二维码登录“国家企业信用信息公示系统”APP等应用程序，即可进行验证。请广大消费者通过官方认证企业购物。

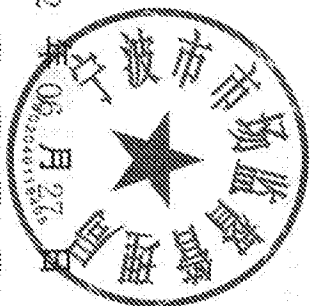
名称 宁波宜拓科技有限公司
 类型 有限责任公司(自然人投资或控股)
 法定代表人 高宇隆

注册资本 壹佰万元整
 成立日期 2021年12月30日
 营业期限 2021年12月30日至长期
 住所 浙江省宁波高新区里光路211号1号楼三层1区

经营范围

一般项目：软件开发、技术服务、技术开发、技术咨询、技术交流、技术转让、技术推广；信息系统集成服务；智能控制系统集成；电子专用设备制造；特种作业机械机器人制造；工业机器人制造；通用设备制造（不含特种设备制造）；电子测量仪器制造；电子元件与机电组件设备制造；微特电机及组件制造；服务机器人制造；智能无人飞行器制造；服务消费机器人制造；服务消费机器人销售；智能无人飞行器销售；智能无人飞行器维修；专用设备修理；通用设备修理；智能机器人销售；人工智能硬件销售；电子产品销售；日用电器修理；电子、机械设备维护（不含特种设备）；工业设计服务；机械设备研发；终端测试设备销售（不含测试设备销售）；液压动力机械及元件制造；液压动力机械及元件销售；塑料器皿销售；橡胶制品销售；金属材料销售；模具销售；专用化学产品销售（不含危险化学品）；智能车载设备销售；汽车零配件销售；汽车等部件研发；汽车零配件及附件制造；汽车零配件销售；信息咨询服务（不含许可类信息咨询服务）；国内贸易代理；技术进出口；货物进出口；报关业务；检验检测服务；进出口代理；检验检测设备销售；检验检测项目外，无固定经营场所。

登记机关



知识产权许可合同

甲方（许可方）：诺亚机器人（浙江）有限公司

统一信用代码：91330521MA2B6NNE7M

法定代表人：吴亚君

地址：浙江省湖州市德清县舞阳街道科源路 10 号 4 幢 2-109 号（莫干山国家高新区）

乙方（被许可方）：宁波宜拓科技有限公司

统一信用代码：91330201MA7F50M000

法定代表人：高宇隆

地址：浙江省宁波市高新区星光路 211 号 1 号楼三层 1 区

鉴于甲方是如下表中 1-9 项专利权、10-13 项计算机软件著作权，以及 14-16 项专利申请权的合法权利人。

表 1:

类别	序号	专利号/登记号/申请号	名称	类型	申请日/完成日	授权公告日	权项数
专利权	1	ZL201911412052.9	一种水面清洁机器人	发明	2019年12月31日	2021年7月13日	10
	2	ZL201922492163.7	一种防撞效果好的水面清洁机器人	实用新型	2019年12月31日（有效期至2029年12月31日）	2020年10月27日	10
	3	ZL201922490920.7	一种收纳效果好的水面清理机	实用新型	2019年12月31日（有效期至2029年12月31日）	2020年11月20日	10
	4	ZL201922491863.4	一种便于清理的水面清洁机	实用新型	2019年12月31日（有效期至2029年12月31日）	2020年9月18日	10
	5	ZL201930746222.1	水面清洁机	外观设计	2019年12月31日（有效	2020年5月5日	

				期至 2029 年 12 月 31 日)	
6	ZL201930744268.X	清理机的提 篮	外观设计	2019 年 12 月 31 日 (有效 期至 2029 年 12 月 31 日)	2020 年 7 月 7 日
7	USD9351195	Automatic water surface skimmer	美国外观 设计	2020 年 6 月 30 日	2021 年 11 月 2 日
8	AU202015127	Automatic water surface skimmer	澳大利亚 外观设计	2020 年 9 月 18 日 (有效 期至 2030 年 9 月 18 日)	2020 年 11 月 18 日
9	EU008183735-0001	Pool Skimmers	欧盟外观 设计	2020 年 9 月 25 日	2020 年 10 月 13 日
软件著作 权	10	2020SR1210669	机器人自动 运行处理软 件 V1.0	计算机软 件著作权	2020 年 3 月 1 日
	11	2020SR1137706	基于 QT 的机 器人测试软 件 V1.0	计算机软 件著作权	2020 年 3 月 7 日
	12	2020SR1139488	一种可测试 电机状态的 显示处理软 件 V1.0	计算机软 件著作权	2020 年 4 月 5 日
	13	2020SR1139496	诺亚机器人 水面机遥控 处理软件 V1.0	计算机软 件著作权	2020 年 5 月 16 日
专利申 请权	14	CN201911412053.3	一种水面清 理机	中国发明 专利申请	2019 年 12 月 31 日
	15	US17/015,906	Automatic water surface skimmer	美国发明 专利申请	2020 年 9 月 9 日
	16	PCT/CN2020/128577	一种水面清 洁机器人	PCT 申请	2020 年 11 月 13 日

鉴于乙方属于清洁用机器人领域的企业，希望获得甲方的上述专利权的实施许可以及计算机软件著作权的使用许可，并且甲方同意向乙方授予所请求的许可，本着平等互利、诚实信用的原则，双方经友好协商，一致同意签订本合同。

1、名词和术语解释

本条所涉及的名词和术语均为签定合同时出现的需要定义的名词和术语。如：

专利权——本合同中所指的专利权是许可方许可被许可方实施的由中国专利局授予的发明专利（或实用新型专利或外观设计专利），或者是由世界其他国家或者知识产权组织授予的发明专利或外观专利。

计算机软件著作权——是指自然人、法人或者其他组织对计算机软件作品享有的财产权利和精神权利的总称，简称为软件著作权、计算机软著或软著。

技术秘密（know-how）——指实施本合同专利或者使用软著所需要的、在工业化生产中有利于本合同技术的最佳利用、没有进入公共领域的技术。

技术资料——指全部专利申请文件与实施该专利有关的技术秘密及设计图纸、工艺图纸，工艺配方、工艺流程及制造合同产品所需的工装、设备清单等技术资料等，软著的全部代码，软件使用说明书等等。

技术服务——指许可方为被许可方实施合同提供的技术以及使用合同所涉及的软件所进行的服务，包括传授技术、调试软件与培训人员。

专利排他实施许可——指许可方许可被许可方在合同约定的期限、地区、技术领域内实施该技术的同时，许可方保留实施该技术的权利，但不得再许可被许可方以外的任何单位或个人实施该技术。

软件著作权专有许可——又叫独家使用许可，是指软著权利人向被许可人发放使用许可之后，依约不得再以同样的方式向第三人发放该软著的使用许可。

分许可——被许可方经许可方同意将本合同涉及的专利技术或者软著许可给第三方。

2、许可的方式、范围与期限

2.1 列表 1-9 项专利权

表 1 中的专利的许可方式是排他许可，指甲方许可乙方在合同约定的期限、地区、技术领域内实施该专利技术的同时，甲方保留实施该专利技术的权利，但不得再许可乙方以外的任何单位或个人实施该专利技术，同时乙方也不能以分许可的方式许可任何单位或个人实施该专利技术。

上述专利的许可范围是在专利受保护地制造、使用、销售或许可销售其专利的产品；（或者）使用其专利方法以及使用、销售或许可销售依照该专利方法直接获得的产品；（或者）进口其专利产品（或者）进口依照其专利方法直接获得的产品。

2.2 列表 10-13 项计算机软件著作权

上述计算机软件著作权的许可方式是专有使用许可，指甲方许可乙方在合同约定的期限内，在全世界范围内使用该软著的同时，甲方不得再许可乙方以外的任何单位或个人以同样的方式使用该软著，上述使用软著包括在合同约定的期限和地域范围内商业性使用该软著并收取报酬的行为。甲方可以保留使用该软著的权利，即甲方仅可以在自身生产制造的清洁用机器人领域的产品上使用以及加载该软著。

上述计算机软件著作权许可使用的种类包括以下：复制权、发行权、出租权、信息网络传播权和翻译权。

2.3 列表中第 14-16 项的专利申请权

其中第 14、15 项专利申请在其分别获得相应的国家的授权后，按照与 2.1 中的专利相同的方式自动生效许可给乙方使用，列表中第 16 项的 PCT 申请，在其分别进入美国、欧洲和澳大利亚的申请获得授权后，同样按照与 2.1 中的专利相同的方式自动生效许可给乙方使用。

2.4 许可的期限

甲方将表 1 中 1-13 项知识产权许可给乙方的时间为 10 年，自合同生效日起算，其中某些专利权法定有效期限已经不满 10 年的，以法定期限界定为止；表 1 中 14-16 项尚未授权的专利申请，自专利的授权日开始自动许可给乙方使用，许可期限自授权日起算 10 年；上述起算日均不计算在期限内。

3、许可的技术内容

许可方向被许可方提供表 1 中专利的全部专利授权文本（具体参见表 1，内容见附件），同时提供为实施该专利而必须的工艺流程文件，提供设备清单（或直接提供设备）用于制造该专利产品，并提供实施该专利所涉及的技术秘密及其它技术。

甲方向乙方提供表 1 中计算机软件著作权的全部代码文件或存储有软件代码的软件介质，软件使用说明书，同时提供为实施该计算机软件著作权的相关技术资料和其他文件。

4、技术资料的交付

合同生效后，甲方收到被乙方支付的第一笔使用费（¥372,000 元）后的 30 日内，许可方向被许可方交付合同第三条所述的全部资料。技术资料交付地点为被许

可方所在地或双方约定的地点。

5、使用费及支付方式

本合同涉及的总许可使用费为(¥) 620,000 元人民币(大写:陆拾贰万圆整人民币)。采用分期付款方式,共 10 次付清。具体每件专利以及计算机软件著作权的许可使用费,按以下表 2 所示:

表 2

序号	专利号/登记号/申请号	名称	类型	许可使用费 (单位:万元)
1	ZL201911412052.9	一种水面清洁机器人	发明	10
2	ZL201922492163.7	一种防撞效果好的水面 清洁机器人	实用新型	3
3	ZL201922490920.7	一种收纳效果好的水面 清理机	实用新型	3
4	ZL201922491863.4	一种便于清理的水面清 洁机	实用新型	3
5	ZL201930746222.1	水面清洁机	外观设计	2
6	ZL201930744268.X	清理机的报筐	外观设计	2
7	USD935119S	Automatic water surface skimmer	美国外观设计	2
8	AU202015127	Automatic water surface skimmer	澳大利亚外观设计	2
9	EU008183735-0001	Pool Skimmers	欧盟外观设计	2
10	2020SR1210669	机器人自动运行处理软 件 V1.0	计算机软件著作权	3
11	2020SR1137706	基于 QT 的机器人测试 软件 V1.0	计算机软件著作权	3
12	2020SR1139488	一种可测试电机状态的 显示处理软件 V1.0	计算机软件著作权	3
13	2020SR1139496	诺亚机器人水面机遥控 处理软件 V1.0	计算机软件著作权	3
14	CN201911412053.3	一种水面清理机	中国发明专利申 请	7
15	US17/015,906	Automatic water surface skimmer	美国发明专利申 请	7
16	PCT/CN2020/128377	一种水面清洁机器人	PCT 申请	7

合同生效后 20 日内,乙方即支付使用费的 60%即(¥) 372,000 元给甲方,合同生效一年到期前再支付 12%即(¥) 74,400 元,两年到期前再支付 7%即(¥) 43,400 元,之后分七次均在每年到期前分别支付 3%即(¥) 18,600 元,直至全部

付清。乙方将使用费全部汇至甲方帐号、或以现金方式支付给甲方。

6、技术服务与培训

6.1 甲方在合同生效后 30 日内负责向被乙方传授合同技术，并解答乙方提出的有关实施合同专利技术以及软著使用的问题。

6.2 甲方在乙方实施上述合同专利技术时，要派出合格的技术人员到乙方现场进行技术指导，并且甲方在乙方使用上述合同的软著时，要派出合格的技术人员协助乙方进行软件的调试，并负责培训乙方的具体工作人员。

乙方接受甲方培训的人员应符合甲方提出的合理要求。

6.3 乙方可派出人员到甲方接受培训和技术指导。

6.4 技术服务与培训的质量，应以被培训人员能够掌握该技术为准。

6.5 技术服务与培训所发生的一切费用，如差旅费，伙食费等均由乙方承担。

6.6 甲方完成技术服务与培训后，经双方验收合格共同签署验收证明文件。

7、后续改进的提供与分享

7.1 在合同有效期内，任何一方对合同所涉及的技术或者软件所作的改进应及时通知对方。

7.2 有实质性的重大改进和发展，申请知识产权的权利由合同双方当事人约定。没有约定的，其申请知识产权的权利归改进方，对方有优先、优价被许可，或者免费使用该技术或者软件的权利。

7.3 属原有基础上的较小的改进，双方免费互相提供使用，例如软件版本的升级。

7.4 对改进的技术或者软件还未申请知识产权时，另一方对改进技术或者软件承担保密义务，未经许可不得向他人披露、许可或转让该改进技术或者软件。

7.5 属双方共同作出的重大改进，申请知识产权的权利归双方共有，另有约定除外。

8、违约及索赔

8.1 甲方拒不提供合同所规定的技术资料，技术服务及培训，乙方有权解除合同，要求甲方返还使用费，并按照本合同标的使用费的 20%，即 124,000 元人民币

支付违约金。

8.2 甲方应当保证其所拥有的上述表 1 中的所有专利权以及计算机软件著作权, 在合同有效期内维持有效 (法定期限短于合同有效期的, 应当保证在法定期限内维持有效), 包括但不限于每年按时缴纳年费、维持费等。

同时, 甲方应当尽其积极义务确保表 1 中的专利申请能够获得授权。

如因甲方疏忽或者故意造成上述知识产权的任一项失效而无法再恢复权利的, 本协议的其他许可仍然有效, 甲方需尽快提供替代方案并且授权乙方使用, 并重新计算该项授权相关的使用费及使用期限, 同时甲方应承担乙方为此产生的全部损失并支付违约金 20000 元/项。若无法提供替代方案, 甲方应支付违约金 50000 元/项, 并赔偿乙方因此所受一切损失。

8.3 甲方向乙方以外的第三方许可该上述专利技术或者计算机软件著作权, 乙方有权终止合同, 甲方需向乙方退还已经支付的许可费用, 乙方有权要求甲方按照本合同总标的使用费的 20%, 即 124,000 元 人民币支付违约金, 并赔偿乙方因此产生的直接以及间接损失。

8.4 甲方如有意转让上述表 1 中的任一项专利权, 软著或者专利申请权, 应当及时通知乙方, 乙方具有同等条件下的优先购买权。

8.5 乙方拒付使用费的, 甲方有权解除合同, 要求返回全部技术资料, 并要求赔偿其实际损失, 并支付违约金 20000 元。

9、侵权的处理

9.1 对合同有效期内, 如有第三方指控乙方实施的技术侵权或者使用的软著侵权, 甲方应负一切法律责任, 并且由此产生的诉讼费用 (包括律师费、公证费等) 应当由甲方承担。

9.2 合同双方任何一方发现第三方侵犯甲方的专利权或者软著时, 应及时通知对方, 由甲方与侵权方进行交涉, 或负责向对应的管理机关提出要求或向人民法院提起诉讼, 乙方协助。

10、专利权被撤销和被宣告无效, 以及软著被撤销登记的处理

在合同有效期内, 甲方的任一项专利权被撤销或被宣告无效时, 如无明显违反公平原则, 且甲方无恶意给乙方造成损失, 则甲方不必向乙方返还使用费。如甲

方有意给乙方造成损失，或明显违反公平原则，甲方应返还全部使用费，并赔偿乙方实际损失，乙方有权终止合同。

在合同有效期内，如果涉及的任一项软著被国家版权行政主管机关撤销登记的，甲方应返还全部使用费，并赔偿乙方实际损失，乙方有权终止合同。

在合同有效期内，表 1 中第 14-16 项的专利申请如果未获得授权，但是甲方已经尽其积极义务配合的，乙方不予追究，并且本合同仍然有效。

11、争议的解决方法

11.1 双方在履行合同中发生争议的，应按合同条款，友好协商，自行解决。

11.2 双方发生争议，不能和解的，向宁波市中级人民法院起诉。

12、合同的生效、变更与终止

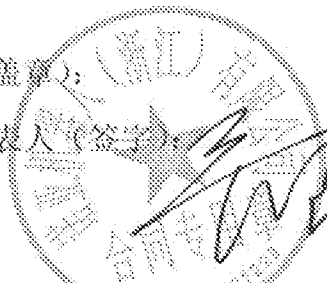
12.1 本合同自双方签字、盖章之日起生效，合同双方各执一份，各份具有同等法律效力。另分别准备双方盖章的国内专利、国外专利和国内软著许可合同用于办理许可合同备案。用于办理备案的合同应当与本合同的内容保持一致，如与本合同的条款内容有矛盾，或者办理备案的合同有未涉及的条款，均以本合同为准。本合同的有效期为十年（其中部分专利有效期已经不足十年的，不影响本合同其他专利权或者计算机软件著作权的使用许可）。

12.2 协议首部载明地址即为送达地址，与本协议相关事项以向送达地址发送文件为准，双方地址发生变更的，须即使告知其他方，否则以原地址为准。

12.3 本合同未尽事宜，双方可通过补充协议的方式进行协商签订，双方日后签署的与本合同相关的任何补充协议，构成本合同不可分割的组成部分，与本合同具有同等法律效力。

甲方（盖章）：

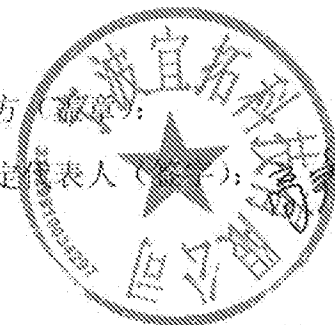
法定代表人（签字）：



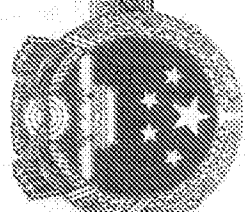
2022年10月10日

乙方（盖章）：

法定代表人（签字）：



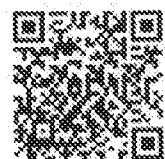
2022年10月31日



统一社会信用代码
91330201MA7E50M000 (1/1)

营业执照

(副本)



扫描二维码
“国家企业信用信息公示系统”
APP或小程序
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名称
类型
法定代表人



宁波阳光路
有限公司
高宇

经营范围

一般项目：软件开发；技术服务、技术开发、技术咨询、技术交流、技术转让、技术推广；信息系统集成服务；智能控制系统集成；电子设备制造；特种作业机器人制造；工业机器人制造；通用设备制造（不含特种设备制造）；电子元器件制造；智能机器人的研发；服务消费机器人制造；服务消费机器人销售；智能无人飞行器制造；家用电器制造；专用设备修理；通用设备修理；智能机器人销售；人工智能硬件销售；电子产品销售；机械配件销售；智能检测设备制造；智能检测设备销售；工业设计服务；机械配件研发；特种设备检验检测；金属材料销售；金属材料销售；模具销售；应用化学产品销售（不含危险化学品）；智能车载设备制造；汽车零部件研发；汽车零部件及配件制造；汽车零配件零售；信息咨询服务（不含许可类信息咨询服务）；国内贸易代理；技术进出口；货物进出口；报关服务；进出口业务；进出口代理；供应链管理；装卸搬运；项目外包服务；其他综合服务。

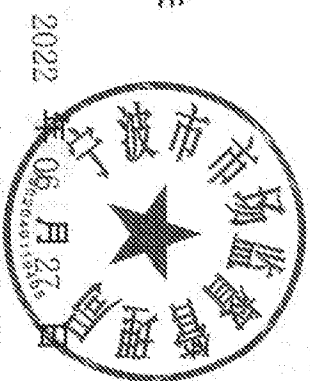
注册资本
1000万元整

成立日期
2021年12月30日

营业期限
2021年12月30日至 长期

住所
浙江省宁波高新区星光路211号1号楼三层1区

登记机关



2022年06月27日

