

# CONTRACT

between

## Jihomoravský kraj

Žerotínovo náměstí 449/3, 601 82 Brno

Czech Republic

VATIN: CZ70888337

Invoice mail: posta@kr-jihomoravsky.cz

Contact person: [REDACTED]

represented by: JUDr. Bohumil Šimek, Regional Governor  
(hereinafter referred to as the "Customer")

and

## Dalux ApS

Ole Maaløes Vej 3

2200 København N

Denmark

CVR-nr. 28 50 98 39

represented by: [REDACTED]

(hereinafter referred to as the "Dalux")

(together referred to as the "Parties" or individually as a "Part")

Contract concerning the use of Dalux for the below project subject to Dalux Terms and Conditions in Appendix 1.

Total construction cost of project (EUR)	Project name / Project number	Dalux Modules	Monthly price (EUR, excl. VAT)	Start Date
6.000.000	Dětská léčebna se speleoterapií v Ostrově u Macochy.	Box Pro	[REDACTED]	04/2020
		Field	[REDACTED]	N/A*2
		[REDACTED]	[REDACTED]	

Total License Cost : 225 EUR excl. VAT. \*3

[REDACTED]  
\*2 The module Dalux Field may not be activated immediately. The Customer shall inform Dalux minimum one month prior to the preferred activation date of Dalux Field [REDACTED]

\*3 [REDACTED]. The Total License Cost includes project admin training [REDACTED] in the location of the Customer. The Total License Cost guarantee Project Admin users access to the Dalux support [REDACTED]

This Contract together with Customer Mandatory Terms (Appendix 1), Dalux software Terms & Conditions ENG (Appendix 2), the Technical Specification – CDE software functionalities (Appendix 3), security documentation "Stability and security v4\_ENG" (Appendix 4) and all translated versions in Czech to of any of the documents herein - except documentation "Stability and security v5\_ENG" - (Appendix 5) shall constitute the whole agreement between the Parties ("Agreement"). In the event of a disagreement and any inconsistency between the documents included in this Agreement, the following order of the documents shall apply and prevail over the other accordingly:

- this Contract;
- Customer Mandatory Terms (Appendix 1);
- Dalux software Terms & Conditions ENG (Appendix 2);
- Technical Specification – CDE software functionalities (Appendix 3); and
- Dalux Stability and security documentation "Stability and security v5\_ENG" (Appendix 4)
- Czech translated versions of documents (Appendix 5)

Tento právní úkon byl schválen  
V orgánu kraje: Rada  
Dne: 6. 4. 2020  
Usnesení č.: 9718/20/R142  
Podpis:

**For the Customer:**

11.05.2020

Date

Signature

JUDr. Bohumil Šimek  
Name and Title

**For Dalux:**

16.04.2020 Oslo

Date

Signature

[REDACTED]  
Name and Title

## APPENDIX 1.

### CUSTOMER MANDATORY TERMS

1. Dalux must activate the module(s) within 5 days from the date of signature of the Agreement.
2. Upon the Customer's request, the initial admin training will be provided by Dalux within 15 days from the date of signature of the Agreement.
3. The Agreement is concluded for a period of 33 months ("Period") from the date of signature. The Customer might request for an extension of the Agreement based on the same signed terms and conditions. The Customer shall give Dalux a [REDACTED] prior written notice to the expiry of the agreed Period if it wishes to extend the Agreement.

Dalux is obliged to pay a penalty to the Customer of 0,1% of the Total License Cost as defined in the Contract for each day of delay of fulfilling the terms in this Agreement. The Customer's right to claim penalty compensation for delays caused by Dalux does not prevent the Customer from enforcing any other available remedies under this Agreement.

4. The Customer agrees to pay interest on arrears of 0,05% of the amount due for each delayed payment day, counting from the date the invoice was due.
5. All invoices will be paid within 30 days from the invoice date, provided that Dalux has sent the invoice to the Customer on the invoice issuing date, otherwise the date of delivery shall apply. Dalux will send invoices electronically and in a digital format to the following e-mail: [posta@kr-jihomoravsky.cz](mailto:posta@kr-jihomoravsky.cz).
6. Invoices must be issued in Czech or English language. The invoice must include name of the Project, name of the contract and the Dalux modules invoiced as well as all necessary legal information required.
7. The Customer is authorized to return to Dalux any invoice that is incomplete or not containing the necessary information. Upon the returning of an incomplete invoice the payment due date shall be void. Any revised invoices issued as a consequence thereof will be subject to a new due date of 30 days from the new invoice issuing date.
8. All prices and payments will be realized in CZK or EUR on the bank account stated in the contract or on the invoice. All prices applicable are excluding VAT.
9. The Customer may terminate the Agreement without any given reason, subject to a three (3) month prior written notice to Dalux, without obligation of any financial compensation to Dalux. Any prepayments made by the Customer will be reimbursed by Dalux upon the Customer's termination of the Agreement.
10. The Customer may terminate the Agreement in the event Dalux has provided inaccurate or false information concerning its product and services and if providing such incomplete information has affected the tender bidding result.
11. Any amendment to the contract shall be in writing and signed by persons authorized to act and sign on behalf of the Parties or by persons authorized by them.
12. This Agreement is subject to a public tender and therefore governed by the law No. 340/2015 where only relevant and necessary information about this Agreement must be published in the public register of contracts. The Parties have agreed that the Customer will be responsible to publish the Agreement and the key value metadata. The Customer will be responsible of informing other contracting parties thereafter.
13. Dalux might hide all confidential information in the Agreement before it is published, especially information that is considered to be business sensitive or part of Dalux business know-how. The Customer is obliged to secure that the information being disclosed and published is limited to include only the minimum required information according to law No. 340/2015, such as name of contractor, name of the product purchased, contract scope (reason for purchasing), the contract value and the Customer's use of public funds, if any. The Customer shall prior to conducting the publication of the Agreement, provide Dalux with a draft to review, in order to ensure that the Customer is not violating its obligation hereunder.
14. This Agreement becomes effective upon both Parties signature and upon its publication in the register of public contracts.

**DALUX TERMS AND CONDITIONS**

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]