Contract for Services Rendered

Name:	**Czech Standardization Agency, state contributory organization**
Company Registration No.:	06578705
VAT:	CZ06578705
Headquarters:	Biskupský dvůr 1148/5, 110 00 Prague 1
Office:	Na Žertvách 132/24, Prague 8
Representative:	Mr Zdeněk Veselý, General Director

(hereinafter the "**Contractor**")

and

Name:	**Cobuilder AS**
Company Registration No.:	979198175
VAT:	NO 979198175 MVA
Headquarters:	Vollsveien 9-11, 1366 Lysaker
Representative:	Lars Christian Fredenlund

(hereinafter the "**Provider**")

hereby conclude, in the sense of provision §1746 paragraph 2 and provision §2358 et seq. of Act No. 89/2012 Coll., the Civil Code, as amended (hereinafter the "Civil Code"), this

Contract for Services Rendered
(hereinafter the "**Contract**")

1. Introductory Provisions

1.1. The Contracting Parties, each of them independently, hereby declare that they are authorised to conclude this Contract and meet the obligations that stem from it.

1.2. The Contracting Parties hereby declare that the identification data specifying the Contracting Parties are in accordance with the legal facts in effect at the moment the Contract was concluded. The Contracting Parties hereby commit to inform the other Contracting Party of any changes to said data in writing and without undue delay. It is not necessary to conclude an amendment to the Contract in the case of changes to the identification data, including a change of bank account, only if the one of the Contracting Parties requests it.

1.3. On September 25th 2017, the Policy for Implementing BIM in the Czech Republic was approved by Government Resolution No. 682 (hereinafter the "**Policy**"). The realisation of the Policy was assigned to the Ministry of Industry and Trade of the Czech Republic (hereinafter the "**MIT**"), with the objective of contributing to the greater effectiveness of the entire sector, and to enable it to gradually apply the innovative options offered by current information technologies in its everyday practice. One of the basic components for implementing BIM in the Czech construction sector is the definition of data requirements in such a manner that would allow the creation of each requirement for submitting the supply of building information model, primarily taking into account the public contractor, but also its applicability for other buildings outside the public sector. This set of data requirements is called the data standard of building information model (hereinafter the "**DSBIM**"). The creation of the DSBIM is in the competence of the Contractor. The object of this Contract is ensuring a system for administrating the DSBIM in the form of a database.

1.4. As of the date that this Contract was signed, the Contractor uses the BIM Tool of the CSA (hereinafter the "**CBT**"), through which the database of basic properties, user-defined properties, proposals of property sets, and proposals of data templates of properties are created.

1.5. This Contract is being concluded based on the results of tendering proceedings held in accordance with Act No. 134/2016 Coll. on commissioning public tenders, as amended, namely, the public tender "System for Administrating Property Requirements of Building Information Model Elements II", in which the offer of the Provider was selected as the most advantageous.

1.6. Prior to the commencement of the procurement procedure pursuant to the preceding paragraph, the Contractor, as the contracting authority, carried out a preliminary market consultation in the sense of the provisions of Section 33 of the Public Procurement Act. As part of the preliminary market consultation, the Contractor collected information from the participants in the preliminary market consultation on the relevant market and technical solutions, where, with regard to costs, time and experience of suppliers, the Contractor prepared the conditions within the tendering proceedings. The Contractor states that, on the basis of the findings from the preliminary market consultation, the Contractor has chosen the most suitable technical solution in the form of software as a service (SAAS), as specified in more detail in this Contract.

1.7. The Provider hereby declares that they have created, and that they operate and administrate a computer programme serving for the administration of the DSBIM (hereinafter the "**System**" or "**ISDSBIM**").

1.8. The Provider hereby declares that they have the expertise and skills necessary for providing the services in accordance with this Contract, and that they have the capacities and internal processes set up so that they shall always be able to provide

the services in accordance with this Contract. Furthermore, the Provider declares that the Contract contains truthful and realistic information, and if retrospectively it is discovered that in order to meet any of their obligations they must cover expenses greater than those already explicitly listed in the Contract, these expenses are carried by the Provider. The Provider takes into account that any falsity of this guarantee can cause damages of a large extent, whereby if any damages are incurred because of this false declaration, the Provider is liable for the damages under the conditions set out hereof.

2. Object of Contract

2.1. The Provider hereby commits to provide the services of making the System accessible to the Contractor, as well as the other complementary services described in this Contract (hereinafter the "**Service**"). The specifications of the System are given in Attachment No. 1 hereof. The Service is comprised of:

    2.1.1. providing the Contractor user rights to the System, and that to the extent of:

        2.1.1.1. ten (10) accesses to the ISDSBIM (one ISDSBIM Licence hereinafter as the "**ISDSBIM Licence**"),

        2.1.1.2. one (1) Public DSBIM access (hereinafter the "**Public DSBIM Licence**"),

        2.1.1.3. one (1) API ISDSBIM access (hereinafter the "**API ISDSBIM Licence**").

    (hereinafter the "**Licences**")

    The description and further specifications of each of the Licences are given in Appendix No. 1 and in Appendix No. 2 hereof. Under the conditions set out in this Contract, the Contractor is entitled to request more ISDSBIM Licences above and beyond the extent given in this paragraph, and the Provider is obligated to supply the requested ISDSBIM Licences to the Contractor.

    2.1.2. maintenance and update of the System to the extent given by this Contract,

    2.1.3. support of the Contractor to the extent given by this Contract,

    2.1.4. access to the System and training of the Contractor to the extent given by this Contract,

    2.1.5. data transfer from the CBT into the System.

2.2. The Contractor hereby commits to provide the Provider remuneration for the Services in the amount and under the conditions set out by this Contract.

3. Conditions for Rendering Services

3.1. The Provider hereby declares that it owns all the necessary rights to the System to the necessary extent for providing the Services to the Contractor and for meeting the obligations stemming from this Contract. The Provider furthermore declares that by using the System on part of the Contractor, no rights of third parties are encroached.

3.2. The Provider takes into account that the Contractor has a fundamental interest in the proper functioning of the System, and any eventual dysfunction of the System can result in extensive damages on part of the Contractor.

3.3. The Provider commits to ensure the availability of the System to the extent given below.

Provisions of Licences in accordance with Paragraph 2.1.1 hereof

3.4. The Contracting Parties hereby declare that the description of each of the Licences is given in Appendix No. 2 hereof. The Provider hereby commits to provide the Contractor with the Licences for the period that the Contract is in effect for remuneration, the amount of which is specified in Art. 4 hereof. The Provider shall provide the Licences to the Contractor in accordance with paragraph 2.1.1 hereof from the day the access to the System is completed, and the System is handed over to Contractor in accordance with paragraph 3.19.3 hereof.

3.5. The Contracting Parties hereby negotiate that in case of demand on part of the Contractor, the Provider shall increase the number of licences provided to the Contractor according to paragraph 2.1.1 hereof, and that under the following conditions:

3.5.1. The Contractor shall send the Provider a request for increasing the number of ISDSBIM Licences, which must contain identification of the concrete number of ISDSBIM Licences and the period for which they request access to the ISDSBIM Licences (the period must not end after this Contract ends). The Contractor shall send the request for increasing the number of ISDSBIM Licences using one of the communication means mentioned in Art. 12 hereof, or eventually using other means if such steps are determined by coercive provisions of legislation,

3.5.2. The Provider hereby commits to make the ISDSBIM Licences available per the request of the Contractor for the remuneration determined in Appendix No. 3 hereof, keeping in mind that this remuneration is insurmountable. Unless the Contractor requests otherwise, the Licences discussed in this paragraph are granted for the period of twelve (12) months.

Maintenance and Updates to the System in accordance with Paragraph 2.1.2 hereof

3.6. The Provider hereby declares that the System operations (including the Help Desk, as defined below) will be without defects, as is set out in Art. 7 hereof.

3.7. The Provider hereby declares that, under the conditions set out in this Contract, they will maintain and execute regular updates to the System in the dates determined and notified in advance, keeping in mind that some functionalities of the System may be disturbed, or eventually the Provider will be forced to temporarily block the Contractor's access to the System and/or contractual partner. The Provider is obliged to inform the Contractor about the date of the maintenance and/or the regular update of the System at least five (5) workdays before the given date. Part of the notification according to the previous statement will be the information about the expected time the maintenance / System update will take and about the possible limitations of System use that may occur as a result of carrying out the maintenance and/or update of the System. The Provider hereby commits to plan the maintenance and regular updates to the System on days other than workdays. To avoid any doubt, the Contracting Parties hereby declare that the obligation to ensure the availability of the System operations by the Provider in accordance with this paragraph is not affected. To avoid any doubt, the Contracting Parties hereby declare that the provisions set out by this paragraph do not affect the obligation of the Provider related to the guaranteed availability of the System in accordance with Art. 7 hereof.

3.8. The Remuneration of the Provider for performance in accordance with paragraph 2.1.2 hereof is already included in the section Remuneration for Licence Provision. The extent of the performance executed by the Provider as according to paragraph 2.1.2 hereof is determined by the Provider, keeping in mind the requirements and functionality for the System, the legislation, and manner that will ensure that the System fulfils all requirements corresponding to at least the current state of technologies and devices known in expert circles and on the ICT market in the field of Building Information Modelling.

Support of the Contractor in accordance with Paragraph 2.1.3 hereof

3.9. Based on this Contract, the Provider hereby commits to provide the Contractor consultation services in the extent of 240 hours for the entire period of the Contract effectiveness (hereinafter the "**Consultation Services**") for remuneration in the amount as is given in Art. 4 hereof.

3.10. The Contracting Parties hereby negotiate that the Contractor is not required to take advantage of the Consultation Services to the full extent. The use of the Consultation Services depends on the consideration of the Contractor according to their current requests and objective needs. To avoid any doubt, the Contracting Parties hereby declare that if the Contractor has yet to take advantage of the Consultation Services to the full extent by the end of the Contract's effectiveness, the Contractor shall pay only the proportionate part of the Remuneration for the Consultation Services actually provided to the Provider.

3.11. The Provider shall provide the Consultation Services to the Contractor based on the order of the Contractor, which they send to the Provider in one of the ways set out hereof.

3.12. In their order of the provision of Consultation Services, the Contractor delineates what is to be the subject of the Consultation Services. In case that the order of the Contractor is not sufficiently definite, the Provider is required to request that the Contractor specify their order further. Based on the specifications of the request, the Contracting Parties shall agree upon the extent of the Consultation Services needed to behove the request and the date for providing the Consultation Services.

3.13. The Contractor is entitled specially to request the following as Consultation Services given by the Provider:

3.13.1. the programming of the complementary module or of any additional functionalities of the System based on the demand of the Contractor and the capacity of the Provider, with the provision that at the moment of making the additional module available, the Provider provides the Contractor with an exclusive unlimited license for the duration of the Contract (hereinafter referred to as the "**Module**"). The rights to the Module will be settled under the conditions set out in this Contract.

3.13.2. consultations on System use,

3.13.3. training of those persons designated by the Contractor,

3.13.4. other consultations based on the mutual agreement of the Contracting Parties.

3.14. The Provider takes into account that the extent of the Consultation Services is definite. In case that the request of the Contractor should in terms of its extent go beyond the extent of the Consultation Services, the Provider is entitled to refuse the request of the Contractor. In case that the Provider accepts the request in accordance with item 3.12 hereof, they are obligated to behove it, keeping in mind that if they have gone beyond the limited extent of the Consultation Services by beholding the request, the Provider accepts that the Contractor shall pay the Provider the remuneration only in the amount corresponding to the total extent of the Consultation Services in accordance with paragraph 3.9 hereof. The Provider accepts the described situation as their commercial risk.

3.15. Part of the Services is also the support of the Contractor as delineated in paragraph 2.1.3 hereof. As part of the support, the Contractor is entitled to demand that the Provider add to the functionality of the System above and beyond the Provider's performance as set out by paragraph 2.1.2 hereof, and that within the capacities and possibilities of the Provider. The Provider is entitled to refuse the Contractor's request to add to the functionalities of the System in case that they were not able to behove the request for technical or time reasons. The Contracting Parties hereby commit to negotiate any eventual expansion of System functionalities in good will,

aware of the other requests and needs of the Contractor to be met as their obligations as mentioned in Art. 1 hereof and as the purpose of the Contract. The necessity of meeting the obligations set out in paragraph 2.1.2 hereof is not affected by any performance of the Provider according to this paragraph.

Access to the System and Training the Contractor in accordance with Paragraph 2.1.4 hereof

3.16. The Provider hereby commits to ensure access to the System for the Contractor to the extent and the dates given in the following paragraphs and under the conditions in the technical specification that forms Appendix No. 1 of this Contract. The Provider hereby commits to ensure the creation of a local version of the user interface of the System, translating it into Czech according to the needs of the Contractor. The Provider ensures technical solutions for the Contractor, allowing them to ensure the translation into Czech if such solutions are necessary for meeting the obligations set out hereof. In case that the technical solutions do not allow the Contractor to enter translations directly into the System using the System itself, i.e. that to enter the translation of the presented texts, the cooperation of the Provider will be necessary, the Provider hereby commits to enter the translation provided by the Contractor into the System without being entitled to remuneration and/or payment of costs spent by the Provider for this purpose.

3.17. The Provider shall provide the services set out by 2.1.4 hereof to the Contractor to the following extent:

3.17.1. setting the parameters of the System,

3.17.2. creating accounts and assigning user roles to them,

3.17.3. providing the documentation for using the System to the Contractor,

and that to the extent set out by Appendix No. 1 of this Contract.

3.18. The Provider ensures training, including training materials, to the following extent:

3.18.1. at least five (5) persons delegated by the Contractor in the field of creating and administrating property requirements, requirements sets, and related data,

3.18.2. at least five (5) persons delegated by the Contractor for the administration, settings, and use of the System.

The total extent of training in accordance with 3.18 hereof is given in the amount of ten (10) days during the period the Contract is in effect, and the Contractor is entitled to take advantage of the training according to need and in any length of time, which, however, must not go beyond the total extent of training set out by this paragraph. The Contracting Parties hereby declare that the Contractor is not obligated to order the given extent of the training to the full extent. In case that the Contractor should request training to the extent of less than two (2) days, the Provider is entitled to organise the training using means allowing remote

communication. The length of one day of training equals at least six (6) hours, the duration of training does not include breaks. To avoid any doubt, the Contracting Parties hereby declare that if the Contractor has not taken advantage of the total extent of training, they shall pay only the proportionate amount of the Remuneration to the Provider for the training actually provided.

3.19. Unless otherwise stipulated by the Contracting Parties, the Provider commits to, while establishing access to the System:

3.19.1. within five (5) days from the day that the Contract comes into effect, to commence meeting obligations,

3.19.2. within five (5) months from the day that the Contract comes into effect, to make the System accessible to the Contractor for the trial run. Within the trial run, the Contractor will check the functioning and functionalities of the System in cooperation with the Provider. By no later than the last day of the trial run, the Contracting Parties shall elaborate a protocol together, in which the Contractor shall describe any eventual defects of the System. The Provider shall rectify any defects of the System in the periods given by the protocol. The Provider will provide the Contractor with the necessary cooperation at its own expense to settle any deficiencies.

3.19.3. Within seven (7) months from the day that the Contract comes into effect, to terminate the trial run, rectify any defects according to the protocol described in item 3.19.2 and discovered during the trial run of the System, and commence operations of the System under the conditions set out hereof. The Contracting Parties shall elaborate a handover protocol about the commencement of System operations. By signing the handover protocol on part of the Contractor as given by the previous statement, the access to the System is complete.

3.20. The Remuneration of the Provider for meeting obligations in accordance with 2.1.4 hereof is determined in Art. 4 of this Contract.

Data Transfer from the CBT to the System in accordance with Paragraph 2.1.5 hereof

3.21. The Contract hereby declares that ensuring the data transfer from the CBT to the System is a key part of meeting the contractual obligations. The Provider ensures the data transfer from the CBT to the System under the conditions set out in the technical specifications that make up Appendix No. 1 of this Contract.

3.22. The Contracting Parties hereby negotiate that the data transfer from the CBT to the System shall be ensured by the Provider based on the instructions of the Contractor. Upon signing this Contract, the Contractor shall hand over the Provider a data model of the CBT database with a description of the structure, including the data contents. Within ten (10) workdays, the Provider shall give the Contractor a proposal for the data transfer from the CBT to the System. The Provider is

obligated to ensure the data transfer from the CBT to the System by no later than five (5) months from the day the Contract comes into effect. The completion of the data transfer from the CBT to the System shall be the subject of a report made by the Contracting Parties, which shall contain any insufficiencies in the performance of the Provider as described by this paragraph. The Provider commits to rectify any eventual insufficiencies described in the report without undue delay. The Contracting Parties shall prepare a protocol about the rectification of any eventual insufficiencies, in which the Contractor shall confirm that the data transfer from the CBT was completed in accordance with this Contract. The Contractor is not obliged to sign the protocol before the Provider rectifies all insufficiencies. By signing the protocol verifying the proper and complete data transfer from the CBT to the System under the conditions set out hereof on part of the Provider, it is considered that the Provider has met all their obligations set out by this paragraph as met. In case that the technical solutions do not enable the Contractor to enter translations directly into the System by using the System itself, i.e. that the cooperation of the Provider is necessary to enter the translations, the Provider commits to import the translations, even repeatedly, to the System at their own costs.

3.23. The Contracting Parties hereby declare that all contents saved to the System or created while using the System, and therefore available to the Contractor (or to persons that the Contractor has authorised), is the property of the Contractor or eventually the persons that the Contractor determines (hereinafter the "**Contents**"). To avoid any doubt, the Contracting Parties hereby declare that the owner of the Contents is never the Provider, unless explicitly determined otherwise in writing by the Contracting Parties.

3.24. The Provider is not authorised to use the Contents in any way, change it, copy it, translate it, combine it with another, similar contents, or otherwise work with it, or give third parties access to it or enable their access to it without the prior written consent of the Contractor. If a third party should use the Contents to meet the tasks of this Contract and/or does so with the explicit agreement of the Contractor, it is not considered to be a breaching of the obligations set out in the previous sentence. Breaching this provision is a grave breaching of the Contract.

3.25. When meeting their contractual obligations, the Provide commits to adhere to the principles of securing information in accordance with Act No. 181/2014 Coll., on Cyber Security and on the amendment of related laws (hereinafter the "**Cyber Security Act**"), and Resolution No. 82/2018 Coll., on security measures, cyber security incidents, reactive measures, requisites for submissions in the area of cyber security and data liquidation (Resolution on Cyber Security) (hereinafter the "**Resolution on Cyber Security**"). Securing information in accordance with the Cyber Security Act means the ensuring of confidentiality, integrity, and availability of the information to be stored, created, or processed as part of the performance on part of the Provider set out hereof or in the systems that are related to the

Provider's performance as set out hereof, which thus create legal obligations for the Contractor based on the Cyber Security Act. In this sense, the Provider commits to proceed especially in adherence with provision § 6a paragraph 2 of the Cyber Security Act and in adherence with provision § 6a paragraph 3 of the Cyber Security Act in case of the termination of the Contract. At the same time, the Provider commits to meet their obligations stemming from this Contract in accordance with Act No. 365/2000 Coll., on information system of the public sector and on the amendment of several other laws, as amended.

3.26. When meeting the obligations of this Contract, the Provider commits to proceed in accordance with the requisites of the Securing Information Policy issued by the Czech Office for Standards, Metrology, and Testing, by the founder of the Contractor, and that are publicly available on the web site www.unmz.cz.

3.27. The Provider especially commits to:

3.27.1. enable the Contractor to access the Contents throughout the period that the Contract is in effect, in a format that the Contractor can make a back-up copy of the Contents on their own device;

3.27.2. Provide the Contents in an open format (XML), which does not require the installation of special software products, per the request of the Contractor in accordance with paragraph 3.27.1 hereof and to update the documentation of this format;

3.27.3. to regularly make back-up copies of the latest version of the Contents at least once a day, to maintain the history of at least 30 back-ups, and to check the System's ability to glean data from the back-up.

3.28. After the Contract is terminated, the Provider commits to provide the Contractor the necessary cooperation to transfer the Contents in accordance with the requirements of the Contractor in such a manner that the new provider can continue where the performance of the Provider ended. Unless the Contracting Parties stipulate otherwise, the Provider shall create and present to the Contractor a plan for the transfer of the Contents to another provider or eventually for providing the Contents to the Contractor in a manner that allows the future transfer to another provider, especially proceeding in accordance with paragraph 3.27.2 hereof (hereinafter the "**Migration Plan**"). The Provider shall provide the Contractor with the Migration plan by no later than one (1) month prior to the end of the Contract's effectiveness, or by no later than within fourteen (14) days from the premature termination of this Contract.

3.29. Elaborating the Migration Plan means its preparation by the Provider and then its approval by the Contractor. The Contracting Parties have agreed that the price for elaborating the Migration Plan and providing the services necessary for realising this Migration Plan is included in the overall Remuneration.

3.30. In case that the Provider combines the Content in databases, the contracting parties declare that, together with the Content, the Provider is obliged to hand over to the Contractor, no later than the date of termination of the Contract, all necessary documents containing a description of the database structure in the form and scope, that Contractor will be able to hand over the Content to the following provider.

3.31. The Provider undertakes to proceed in relation to all persons participating in the performance of the subject of the Contract in accordance with legal regulations governing labor relations and regulations governing other requirements for safety and health at work in labor relations and to ensure safety and health at work activities or the provision of services outside employment relationships. The Provider undertakes to require the fulfillment of the obligation pursuant to the previous sentence from all its subcontractors and collaborators who participate in the performance of this Contract. Breach of obligation pursuant to paragraph 3.31. of this Contract is considered a substencial breach of the Agreement.

3.32. List of subcontractors is in Appendix 4 of this Contract. The Provider undertakes to notify the Contractor without undue delay any further change in the list according to the previous sentence.

4. Remuneration and Payment Conditions

4.1. The Contractor shall pay remuneration for the provision of Services to the Provider in the amount and under the conditions of this article of the Contract (hereinafter the "**Remuneration**"). Remuneration is understood to be the payment of finances by the Contractor to the Provider that the Provider should receive from the Contractor for the Services rendered throughout the course of this Contract's effectiveness.

4.2. The amount of the Remuneration for each part of the Services is set out in Appendix No. 3 of this Contract. The payment conditions for paying the Remuneration are set out in Appendix No. 3 of this Contract.

4.3. If the Provider pays VAT, VAT shall be added to the Remuneration in the amount given by legislation. The Contractor shall pay the Remuneration based on an issued tax document.

4.4. The tax document shall always contain the conceptual requisites of a tax document as determined by Act No. 235/2004 Coll., on Value-Added Tax, as amended, and Act No. 563/1991 Coll., on Accounting, as amended. In case that the tax document shall not contain correct information or shall be incomplete, the Contractor is entitled to return the tax document to the Provider in the period of up to the maturity without being overdue. The Provider is obligated to correct such a tax document or to eventually issue a new tax document - in such cases, the maturity period begins on the day the corrected or newly issued document is delivered to

the Contractor. The Provider agrees to the sending of the tax document in electronic form.

4.5. Unless stipulated otherwise, the maturity of tax documents has been negotiated by the Contracting Parties to be thirty (30) calendar days from the proper delivery of the tax document issued by the Provider to the Contractor. The tax document is considered as properly and timely paid if by the last day of this period the amount invoiced is subtracted from the bank account and credited to the account of the Provider given in the heading hereof.

4.6. The Provider undertakes to pay its subcontractors who participate in the performance of this Contract on time for the period of performance of this Contract. the Provider undertakes to observe the contractual conditions with its subcontractors comparable to the conditions agreed in this Contract for the performance of the subject of the Contract.

5. Duration of the Contract and Location of Services Provision

5.1. This Contract is being concluded for a definite period of four (4) years from the day that becomes effective.

5.2. The Provider provides the Services using remote access from its headquarters, except for cases when the Services are to be provided in the offices of the Contractor, Na Žertvách 132/24, Prague 8.

6. Termination of the Contract

6.1. A Contracting Party may withdraw from this Contract solely for the reasons set out by this Contract.

6.2. A Contracting Party is entitled to withdraw from this Contract in the following cases:

6.2.1. the other Contracting Party breaches this Contract in a manner that the Contract designates as a grave breaching of the Contract, or if the Contract explicitly designates such cases to entitle the affected party to withdraw;

6.2.2. the Contracting Party is behind on fulfilling their contractual obligations by more than thirty (30) days and does not subsequently rectify this fact in an adequate period, which cannot be shorter than fourteen (14) days, and that the authorised Contracting Party grants them in their written notification of the delay;

6.2.3. one of the Contracting Parties is not able to meet their obligations for reasons of force majeure for a period of more than ninety (90) days from the moment that they received written notification of the delay in meeting their obligations.

6.3. The loss of effect of this Contract does not influence the negotiated contractual penalties nor any other negotiations whose character implies that they should remain in effect even after the Contract is terminated, in particular the provisions concerning the Migration Plan.

6.4. In the event that the Provider withdraws from this Contract, the withdrawal shall take effect upon the expiration of the twelve (12) months following the delivery of the withdrawal to the Contractor.

6.5. The Contracting Parties agree that in the event of termination of the Contract, they shall settle their relations in the following manner:

6.5.1. upon termination of the Contract, the right to use the Module expires, among other things. No later than thirty (30) days from the date of termination of the Contract, the Provider undertakes to pay to the Contractor an amount corresponding to the amount paid by the Contractor to the Provider in connection with the implementation and access to the Module.

6.5.2. The Provider shall duly and timely fulfil all obligations arising from the Migration Plan and shall provide the necessary cooperation for the transfer of the Content to the new provider.

6.5.3. The Provider is obliged to submit without undue delay after the termination of the Contract a list of all persons who are registered with the Provider. If there is no separate agreement between the Provider and the said persons that would entitle the Provider to retain personal data even after the termination of the Contract, the Provider is obliged to delete the personal data.

7. System Availability

7.1. The Provider hereby declares that the Service is available 24 hours a day, 7 days a week, 365 days a year. The Provider ensures the availability of the System to the extent equalling 99.5 % of this time. Should the availability of the System be less than what was determined in the previous statement, this is a grave breaching of the Contract.

7.2. The Provider is obliged to ensure System availability and to rectify defects (hereinafter the "**Defects**", individually as the "**Defect**") of the System under the conditions of this Article.

7.3. For the purpose of this Contract, a Defect of the System (or its parts) is:

7.3.1. a situation when the System is not fully functional and the actual System properties do not correspond to the properties determined hereof, to the conditions declared by the Provider, or to the properties usual for similar

types of information systems, considering the manner of utilisation and the purpose of this Contract (a factual Defect);

7.3.2. A situation when the Contractor cannot fully use the System or its parts for reasons of encroaching the rights of the Provider or the rights of third parties, especially intellectual property rights (a legal Defect).

7.4. The Contracting Parties discern the following severities (categories) of System Defects:

7.4.1. A Critical Defect is a Defect that prevents the Contractor in (i) using the System to the full extent, (ii) using any of the information or communication systems to the full extent, or (iii) the proper operations of their commercial activities. A Critical Defect is also any Defect whose existence has an immediate and profoundly serious impact on the activities of the Contractor so that they cannot meet their obligations as determined by legislation or by a contract with a third party. Defects of other categories can be considered a Critical Defect if it meets the criteria for being a Critical Defect while it is being rectified.

7.4.2. A Serious Defect is a Defect that limits the System use or any of the information or communication systems of the Contractor, or the operations of their commercial activities in a manner that could lead to damages incurred on part of the Contractor. Defects of lower categories can also be considered as Serious Defects if they meet the criteria for being a Serious Defect, but not a Critical Defect, while they are being rectified.

7.4.3. Other Defects are Defects that do not meet the criteria of Critical or Serious Defects.

7.5. The Contracting Parties explicitly state that Defects in meeting obligations are also potential risks for the System, which are considered as the occurrence of such circumstances that could be directly used by an attacker to gain access to the System and/or its Contents.

7.6. The Contracting Parties hereby negotiate that the Provider reacts to notifications of Defects as described in this paragraph and they rectify them in the periods given in paragraph 7.7 of this Contract, counting workdays, i.e. Monday to Friday from 8.00 am to 6.00 pm, whereby bank holidays in the sense of Act No. 245/2000 Coll. on State Holidays, on Other Holidays, on Days of Significance, and on Bank Holidays, as amended (hereinafter the "**Workdays**") are not considered. The period described in paragraph 7.6 and/or 7.7 hereof does not end on the given Workday but continues until the beginning of the next Workday. In case that the beginning of the period described in 7.6 and/or 7.7 falls on a day that is not a Workday, the period commences on the following Workday. The Contractor shall notify the Provider of the Defect using the technical support of the System of the Provider (hereinafter the "**Help Desk**"). The Provider guarantees the availability

of the Help Desk 24 hours a day, 7 days a week, and 365 days a year. The Help Desk immediately generates an automatic confirmation of receiving the Defect notification. As a part of notifying about the Defect, the Contractor also designates its classification in accordance with paragraph 7.4 hereof. The Provider is then obliged to, during Workdays, confirm to the Contractor that they have received the notice of the Defect containing the description of the reported Defect and the proposal for its rectification, and that within:

7.6.1. two (2) hours from the notification in cases of Critical Defects;

7.6.2. eight (8) hours from the notification in cases of Serious Defects;

7.6.3. three (3) workdays from receiving the notification of cases of Other Defects.

7.7. The Provider is obliged to rectify the Defects (legal and factual) in the following periods:

7.7.1. one (1) Workday from the day they receive the notification from the Contractor in cases of Critical Defects;

7.7.2. three (3) Workdays from the day they receive the notification from the Contractor in cases of Serious Defects;

7.7.3. fifteen (15) Workdays from the day they receive the notification from the Contractor in cases of Other Defects.

7.8. In case of a disagreement as to whether the Provider is responsible for the reported Defect or a disagreement about the classification of the Defect, the Contractor decides on the outcome of the disagreement. Any solutions of eventual disputes must be decided on by the Contracting Parties only after the Defect has been rectified or eventually re-classified on part of the Provider. The Provider is not entitled to refuse to rectify the Defect for solely the reason that they disagree with the designation of the Defect or with its classification.

7.9. The Provider is obliged to rectify any Defects that the Contractor notifies them of while this Contract is in effect, and that at their own costs.

7.10. The rectification of Critical or Serious Defects is considered to also be the mitigation of their consequences, leading to their re-classification into a category of a less-serious Defect. The obligation of the Provider to rectify such a Defect in the period corresponding to the pertinent (lower) category is not affected by this, and the period is commenced from the moment the Defect was originally reported. The Provider is not entitled to proceed in accordance with the first sentence of this provision in the case that it would mean more than one Defect whose seriousness was lessened could exist at once.

7.11. Defects are considered to be reported, as well as all other notifications pertaining to Defects and their rectification are considered to be made, at the moment the notification is delivered to the other Contracting Party by the method stipulated by this Contract in accordance with paragraph 7.6 hereof.

7.12. Repeated delays in rectifying Critical Defects are a grave breaching of this Contract.

8. Contractual Penalty and Covering Damages

8.1. In case the Provider is in delay when removing Defects according to Art. 7 hereof, the Contractor is entitled to a contractual penalty in the amount of:

8.1.1. CZK 3,000 for every commenced hour of the delay in the case of Critical Defects;

8.1.2. CZK 1,500 for every commenced hour of the delay in the case of Serious Defects;

8.1.3. CZK 2,000 for every commenced day of the delay in the case of Other Defects.

8.2. Keeping in mind the gravity of the dysfunction of the System or its limited functionality, the Contracting Parties hereby state that the contractual penalty negotiated above are not unreasonable.

8.3. The Provider takes into account that any delay in rectifying Critical Defects can cause the Contractor extensive damages.

8.4. In case the Provider is delayed in implementing the System and/or in transferring the CBT data, they commit to pay the Contractor a contractual penalty in the amount of 0.5 % of 1/4 of the overall Remuneration of the Provider for every day of the delay. In case the Provider is delayed in implementing the System and/or in transferring the CBT data by more than ten (10) days, the Provider commits to pay the Contractor a lump-sum contractual penalty in the amount of 10 % of 1/4 of the overall Remuneration of the Provider as given by this Contract.

8.5. In case that the System is not available to the extent declared by the Provider in paragraph 7.1 hereof, the Provider commits to pay the Contractor a contractual penalty in the following amount. In case that the System is not available as declared, and the System is actually available for:

8.5.1. an extent less than 99.5 % to 97 % of the time, the Provider is obligated to pay the Contractor a contractual penalty in the amount of 10 % of 1/41 of the Remuneration of the Provider for providing the Licences in accordance with paragraph 2.1.1 hereof,

8.5.2. an extent less than 97 % to 95 % of the time, the Provider is obligated to pay the Contractor a contractual penalty in the amount of 30 % of 1/41 of the Remuneration of the Provider for providing the Licences in accordance with paragraph 2.1.1 hereof,

8.5.3. An extent less than 95 % of the time, the Provider is obligated to pay the Contractor a contractual penalty in the amount of 100 % of 1/41 of the

Remuneration of the Provider for providing the Licences in accordance with paragraph 2.1.1 hereof.

8.6. For every one (1) month of using the System by the Contractor from the date it is handed over to them in accordance with paragraph 3.19.3 hereof (hereinafter the "**Period**"), the Provider shall elaborate an overview of the System availability from the perspective of the declared availability of the System in accordance with paragraph 7.1 hereof and the actual availability of the System in the pertinent times in the Period in question. The Provider shall send the overview set out by the previous sentence to the Contractor by the fifth (5th) day after the previous Period ends. Based on the overview, the Contractor shall calculate the amount of any eventual contractual penalties for the pertinent Period. The contractual penalty is payable within ten (10) workdays from the day that the entitled Contracting Party requests the other Contracting Party to pay the penalty.

8.7. Each of the Contracting Parties is liable for the damages incurred in accordance with legislation and this Contract. Both Contracting Parties hereby commit to exert maximum effort to prevent any damages and to minimise and damages incurred.

8.8. Each Contracting Party commits to notify the other Contracting Party without undue delay about any circumstances that could release them from liability for damages in accordance with provision § 2913 paragraph 2 of the Civil Code (hereinafter "**Force majeure**"), preventing them from meeting their contractual obligations, and to continuously inform about the current situation per request of the other Contracting Party. The Contracting Parties hereby commit to exert maximum effort that can be fairly required of them to avert and overcome the circumstances of Force majeure that prevent them from meeting their obligations.

8.9. Each of the Contracting Parties is entitled to claim payment for damages even for a breach of obligations that is subject to a contractual penalty, and that in the full amount.

8.10. The overall sum of contractual penalties and payment for damages is limited by the overall sum of the Remuneration of the Provider as given by this Contract. Upon reaching the limit mentioned in the previous statement, the Contractor becomes entitled to withdraw from this Contract.

8.11. The Provider hereby commits to set up and maintain liability insurance for damages caused to third parties for the entire period of Contract effectiveness, and that in the amount of at least CZK 4,000,000.

8.12. The Provider is obliged to pay the Contractor a contractual penalty in the amount of CZK 50,000 for each individual case of breach of the obligations specified in paragraph 3.31.or paragraph 4.6. this Contract.

9. Cooperation

9.1. The Provider hereby commits to immediately inform the Contractor in writing of all facts that they discover and that could have an effect on the proper and timely fulfilment of tasks in accordance with the Contract, especially of facts that could have an effect on the quality, effectiveness, or frugality of the provision of Services.

9.2. The Provider cannot demand cooperation in issues in which, according to their declaration, they have the necessary information, nor in issues in which they are able to discern the information themselves or through a third party without significantly unreasonable effort or costs. The Provider also cannot demand cooperation if by providing such the Contractor would have to expend unreasonable costs or efforts.

10. Personal Data Protection

10.1. The Provider takes into account that by using this System in accordance with the Contract, the personal data of the System users, employees, or the colleagues of the Contractor that the Contractor processes as a controller in the sense of the pertinent legislation may be made accessible. The Provider can gain access to the identification data of the data subjects mentioned in the previous statement.

10.2. If the Contractor makes the personal data mentioned in the previous paragraph accessible to the Provider, the Provider hereby commits to, as the processor, process such personal data per the instructions, authorisations, and responsibility of the Contractor, and that:

10.2.1. for the purpose of the proper performance of the Services as set out by this Contract,

10.2.2. to the extent necessary to meet the purpose of their processing,

10.2.3. independently, i.e. the Provider is not entitled to authorise another party to process the data without the written consent of the Contractor,

10.2.4. throughout the effectiveness of this Contract.

10.3. The Provider as a controller hereby commits to accept and adhere to the technical, personnel, and organisational securing of Personal Data Protection on an appropriate security level, keeping in mind the state of technology, costs for execution, character, extent, context and purpose of processing, as well as the risks for the rights and liberties of natural persons, at least to the same extent as the Contractor. The Contractor commits to inform the Provider of all technical and organisational measures they use to ensure the protection of the personal data processed by them.

10.4. The Provider commits to maintain confidentiality about the personal data provided to them by the Contractor for processing and of the security measures

adopted to ensure said protection, and that even after this contractual relation is terminated. The Provider hereby commits to ensure that their employees and other persons authorised to process personal data hereof commit to maintain confidentiality according to the previous statement.

10.5. In case that an unauthorised party accesses the personal data, changes them, deletes them, or loses them, or that the data is transferred without authorisation, that it is processed without authorisation, or is misused in any other way, the Provider commits to inform the Contractor about this event without undue delay.

10.6. The Provider hereby commits to immediately after the Contract is terminated return all personal data that the Contractor made accessible to them in accordance with this Contract, including all records on their processing, or eventually, if the Contractor so requests, to liquidate the data on protocol and to give the protocol to the Contractor without undue delay from the day that they receive such instructions from the Contractor.

10.7. The Provider hereby commits to provide the Contractor all cooperation needed to properly meet the obligations of the Contractor towards data subjects and towards the pertinent supervisory authority, as well all other obligations stemming from legislation for the Contractor as the controller in association with personal data processing.

10.8. The Provider commits to take all necessary measures to prevent the unauthorised or random access to any personal/sensitive data that they gain access to be able to meet the obligations of this Contract in the sense of Act No. 110/2019 Coll, on Personal Data Processing, as amended, and the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (the General Data Protection Regulation), to prevent any changes made to them, their deletion or loss, unauthorised transfer, or to any other unauthorised processing or other forms of misuse. The Provider carries full responsibility for any eventual breaching of this obligation on their part.

11. The Public-Legal Obligations of the Provider

11.1. The Provider explicitly take into account that the Contractor has the character of a subject with whom private-legal contracts are concluded, as well as contracts for the provision of subsidies or non-refundable financial aid in the sense of provision §2 paragraph 1 letter b) of Act No. 340/2015 Coll., on the Special Circumstances of Some Contract Effectiveness, the Publishing of such contracts, and the Contract Register (Contract Register Act), and thus is subject to the process of mandatory processing and under the conditions of the Contract Register Act.

11.2. The Provider understands and explicitly and without objection agrees with the fact that the complete version of this Contract, including all appendices, will be published in the Contract Register. The Provider also takes into account that the Contract Register is a publicly accessible information system of the public administration, the administrator of which is the Ministry of the Interior, and it serves for the publishing of contracts in accordance with the Contract Register Act, and it enables remote access free-of-charge.

11.3. The Contracting Parties hereby explicitly declare that all information, data, and circumstances contained in this Contract cannot be considered independently, nor comprehensively, as information that cannot be provided or published when proceeding in accordance with the legislation treating free access to information, i.e. especially business secrets (in the sense of provision § 504 of the Civil Code), bank secrets (in the sense of provision § 38 paragraph 1 of Act No. 21/1992 Coll., on Banks, as amended) and confidential information (in the sense of the pertinent provisions of Act No. 412/2005 Coll., on Protecting Confidential Information and on Security Capacity, as amended), and hereby give their explicit consent to their publication without setting out any other conditions.

11.4. The Contractor commits to publish this Contract using the Contract Register in the sense of the Contract Register Act without undue delay after its signature by both Contracting Parties, but by no later than 15 days from concluding this Contract.

11.5. The Provider commits to verify whether the obligations of the Contractor given by 11.4 hereof have been properly met. If the obligations of the Contractor according to Article 11.4 hereof are not met duly and in a timely manner, the Provider commits to publish this Contract using the contract register in the sense of the Contract Register Act themselves, and that without undue delay after they discover the Contractor has not met their obligations set out by Article 11.4, but by no later than 30 days from the day that this Contract was concluded.

11.6. The Contracting Parties take into account that the Contractor is obligated to provide information in accordance with Act No. 106/1999 Coll. on Free Access to Information, as amended, and agrees with the fact that all information contained in this Contract shall be provided to third parties per their request, without exception.

12. Communication between the Contracting Parties, Resolutions of Disputes

12.1. The Contracting Parties shall communicate in the case of this Contract through their representatives (hereinafter the "**Authorised Parties**"), the list of which is given below:

Representatives of the Contractor:

12.1.1. In contractual matters: **Mr Zdeněk Veselý**, General Director, e-mail: XXXXXXXXXXXXXXXXXX;

12.1.2. In technical matters: **Jaroslav Nechyba**, e-mail: XXXXXXXXXXXXXXXXXX

Representatives of the Provider:

12.1.3. In contractual matters: **Petter Island**, e-mail: XXXXXXXXXXXX;

12.1.4. In technical matters: **Peter Kralev**, e-mail: XXXXXXXXXXXXX.

12.2. Unless stipulated otherwise, one Authorised Party independently. This Contract may be amended only by those parties authorised to do so by legislation or by parties that are explicitly authorised to do so by this Contract.

12.3. If a person that is not the Authorised Party in accordance with this Contract negotiates in the name of a Contracting Party, and has been given the power of attorney or is authorised to negotiate in accordance with legislation, they are obliged to present documentation proving their authorisation to negotiate or a binding declaration stating that by the negotiation of said person the Party that they represent shall consider the negotiations to be binding for them, and that to the second Contracting Party upon their request.

12.4. The Contracting Parties are entitled to change their Authorised Party by sending written notification to the second party without having to conclude an amendment to this Contract.

12.5. Should there be a dispute between the parties pertaining to this Contract, the Contracting Parties hereby commit to negotiate it first on the level of the workers responsible for the project in accordance with this Contract. The Contracting Parties are obliged to ensure that these persons negotiate the given dispute and attempt to find a solution.

12.6. In case that the Contracting Parties do not find an amicable settlement in accordance with the previous paragraph within seven (7) workdays from the day that one of the Contracting Parties challenges the other to act, the workers mentioned in the previous paragraph shall describe the situation of the dispute, and they shall give this description to their superior in accordance with the internal structure and organisation of the Contracting Party.

13. Final Provisions

13.1. This Contract becomes valid on the day it is signed by both Contracting Parties and comes into effect on the day it is published in the Register of Contracts.

13.2. The Contracting Parties exclude the application of provision §1765 and provision §1766 of the Civil Code.

13.3. Unless explicitly stipulated otherwise by this Contract for a specific case, it can be amended by a written amendment concluded between the Contracting Parties.

13.4. The Contracting Parties negotiate that the legal relations established by this Contract are subject to the legislation of the Czech Republic with the exclusion of colliding laws. In the case of any disputes stemming from this Contract or based on it, they shall be resolved definitively by the general courts of the Czech Republic.

13.5. This Contract is made up in two (2) counterparts. Each of the Contracting Parties shall receive one (1) copy.

13.6. This Contract is made up in Czech and in English. In case of discrepancies between the Czech and the English version, the Czech version has precedence.

13.7. The following appendices form an integral part of the Contract:

13.7.1. Attachment No. 1: Specifications of the System

13.7.2. Attachment No. 2: Extent of Licences

13.7.3. Attachment No. 3: Remuneration and Payment Conditions

13.7.4. Attachment No. 4: List of subcontractors

13.8. The Contracting Parties hereby declare that they are authorised to execute legal acts in accordance with this Contract, that they have read the Contract prior to signing it and are familiar with its contents, that it was concluded upon mutual agreement and according to their serious and free will, voluntarily, definitely and comprehensibly, which they confirm with their signatures.

In _____ on _____   In _____ on _____

Contractor: Provider:

_____   _____
Czech Standardization Agency, state   **Cobuilder AS**
contributory organization   Lars Christian Fredenlund, CEO
Mr Zdeněk Veselý, General Director