

APPENDIX 1.

CUSTOMER MANDATORY TERMS

1. Dalux must activate the module(s) within 5 days from the date of publication of the Agreement in the register of public contracts.
2. Upon the Licensee's request, the initial admin training will be provided by Dalux within 15 days from the date of publication of the Agreement in the register of public contracts.
3. The Agreement is concluded for a period of 29 months ("Period") from the date of publication of the Agreement in the register of public contracts. The Licensee might request for an extension of the Agreement based on the same signed terms and conditions. The Licensee shall give Dalux a 3-month prior written notice to the expiry of the agreed Period if it wishes to extend the Agreement.
4. Dalux is obliged to pay a penalty to the Licensee 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 Licensee's right to claim penalty compensation for delays caused by Dalux does not prevent the Licensee from enforcing any other available remedies under this Agreement.
5. The Licensee 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.
6. All invoices will be paid within 30 days from the date of the delivery of the invoice to the Licensee. Dalux will send invoices electronically and in a digital format to the following e-mail: posta@kr-jihomoravsky.cz.
7. 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.
8. The Licensee 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 delivery of the new invoice to the Licensee.
9. 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. VAT at a percentage rate corresponding to the statutory regulation effective on the date of the taxable performance (if VAT is applied to the performance provided) will be added to all prices and payments in all invoices issued by Dalux.
10. Online training and support as stated in the article No. 6.2 of Dalux Terms and Conditions for Project Licence Agreement will be provided in Czech language.
11. The Licensee 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 Licensee will be reimbursed by Dalux upon the Licensee's termination of the Agreement.
12. The Licensee 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.
13. 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.
14. 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 Licensee will be responsible to publish the Agreement and the key value metadata. The Licensee will be responsible of informing other contracting parties thereafter.
15. 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 Licensee 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 Licensee's use of public funds, if any. The Licensee shall prior to conducting the publication of the Agreement, provide Dalux with a draft to review, in order to ensure that the Licensee is not violating its obligation hereunder.
16. This Agreement becomes effective upon both Parties signature and upon its publication in the register of public contracts.
17. This Agreement has been produced in three (3) copies, where the Licensee shall receive 2 (two copies)
18. This Agreement has been approved by the Government of the South Moravian Region on its 110th meeting held on the 13th of September 2023, Resolution No.: 7716/23/R110.