

# PROJECT LICENSE AGREEMENT

**DALUX ApS**  
Lyngbyvej 2  
2100 Copenhagen  
Denmark  
Company reg.no.: DK28509839

("DALUX")

**Statutární město Brno, městská část Brno-střed**  
Dominikánská 264/2, Brno  
Czechia  
VAT / Comp. reg. no.: CZ44992785

Invoice email: podatelna.stred@brno.cz

P.O. no.: MCBS/2024/0093084/HRAP  
("Licensee")

Agreement between DALUX and Licensee (together referred to as the "Parties" or individually as a "Party").

Concerning the use of DALUX' Services subject to DALUX' Terms and Conditions for Project License Agreements<sup>1</sup>.

**Pricing information:** All monetary subscription sums disclosed below are stated in EUR exclusive of VAT.

Project Total Construction Cost (incl. VAT)	Project Name	Dalux Modules	Monthly Subscription Fee per Module	Subscription Start Date
0-1 mil. EUR	Plynárenská 4	Box Pro		1.7.2024
		Field		1.7.2024
		Discount <sup>*1</sup>		

Licensee mandatory Clause of approval, pursuant to Section 41 of Act No. 128/2000 Coll. on Municipalities. The Head of the Department of Investment and Housing Management of the Brno-střed Municipal Office has been entrusted with the conclusion of this contract in accordance with the internal directive of the Brno-střed Municipal Office No. 9 of 1 October 2023.

**Total monthly subscription price:** 224 EUR, excl. VAT

**For DALUX:**

Signature

24-Jun-2024

Date

Name

Regional Director

Title

**For the Licensee:**

Signature

24-VI-2024

Date

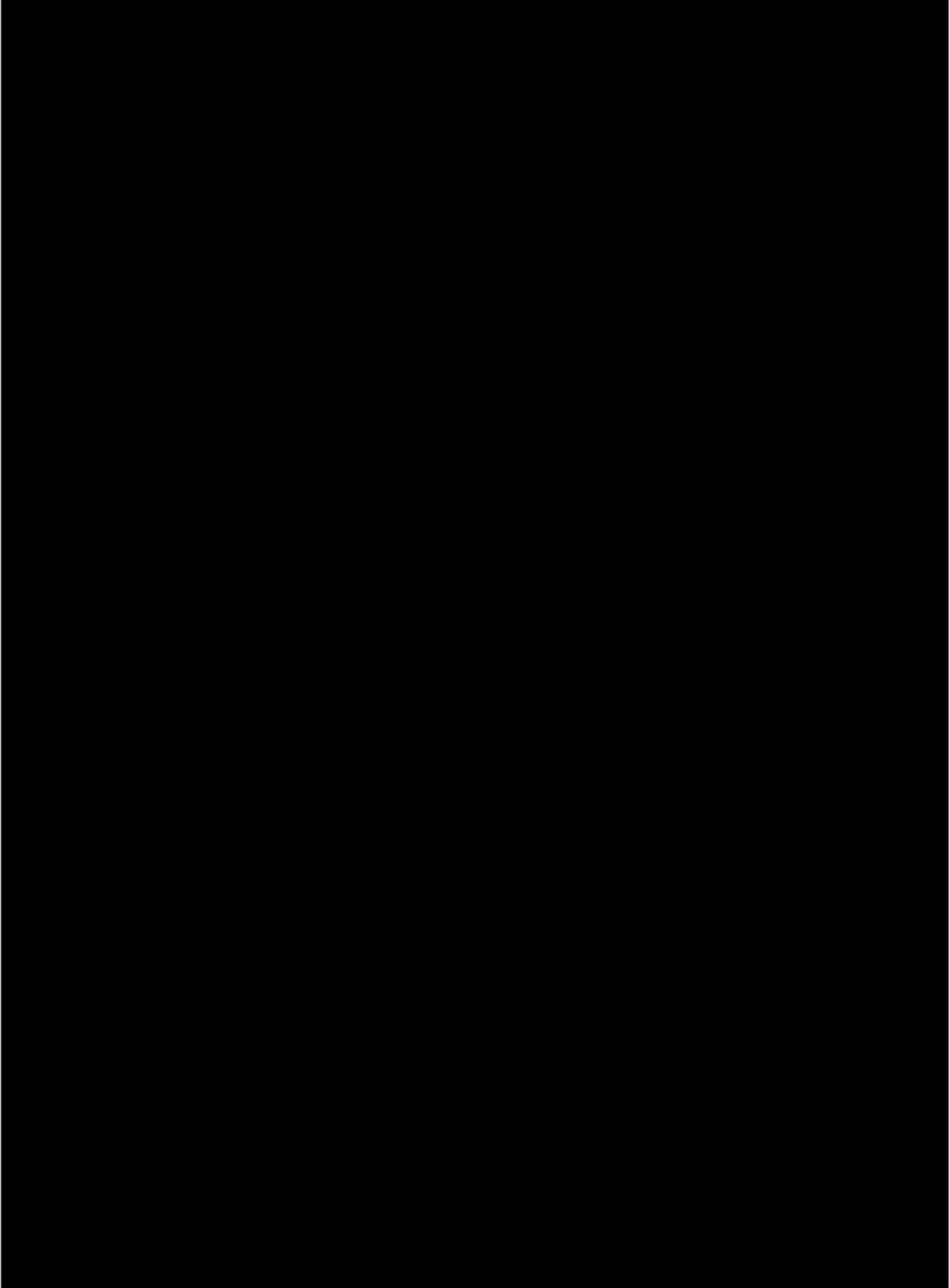
Name

vedoucí odboru

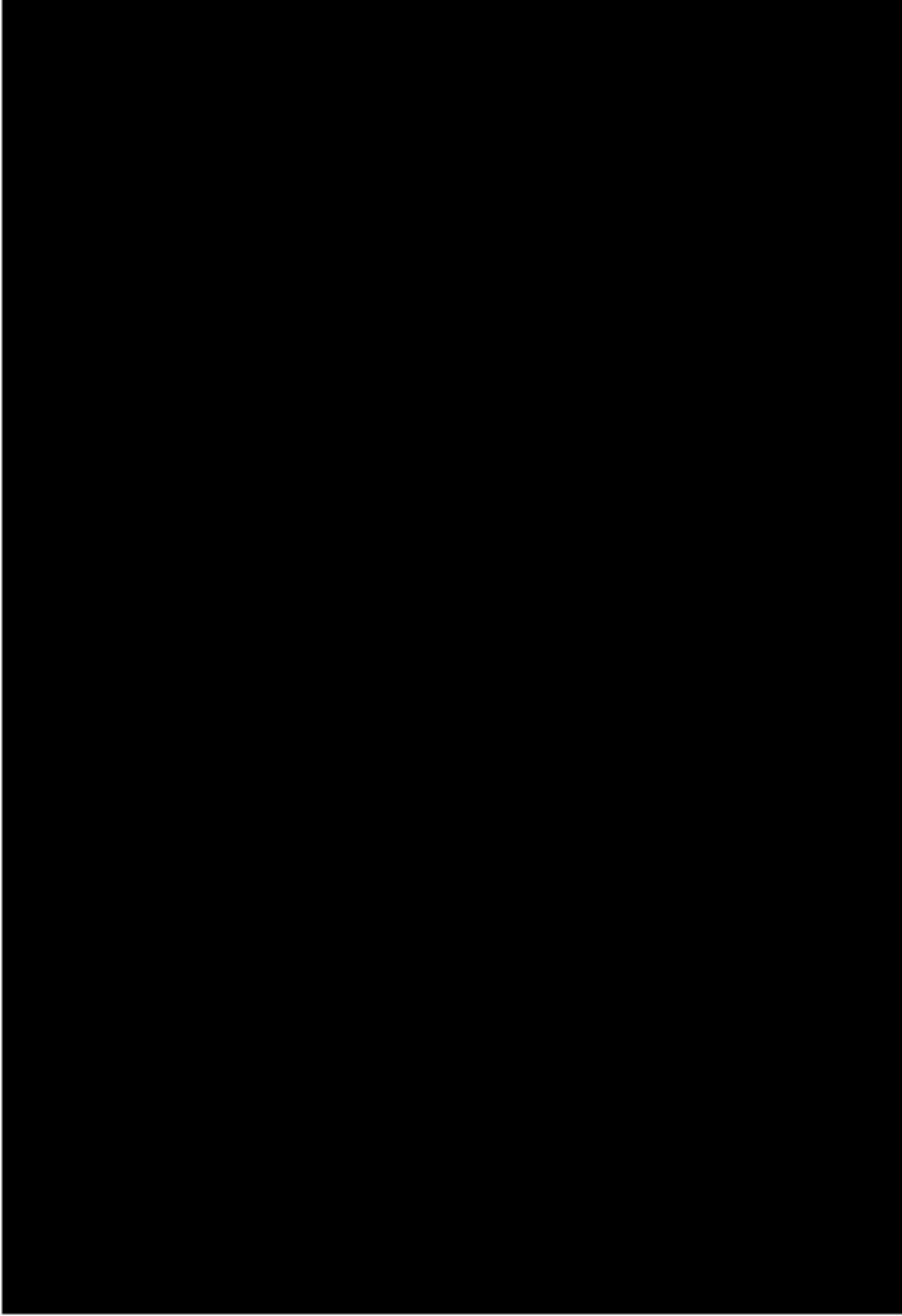
Title

<sup>1</sup>) This sheet, together with DALUX Terms and Conditions for Project License Agreements ("Terms") updated May 2023 as attached hereto, constitutes the whole agreement ("Agreement") between DALUX and the Licensee. Each person signing this Agreement hereby represents and warrants that he or she has the authority to bind the entity on behalf of which he or she has signed and to have read and accepted the Terms. The Agreement is binding when both Parties have signed it. Digital acceptance or electronic signature is sufficient.







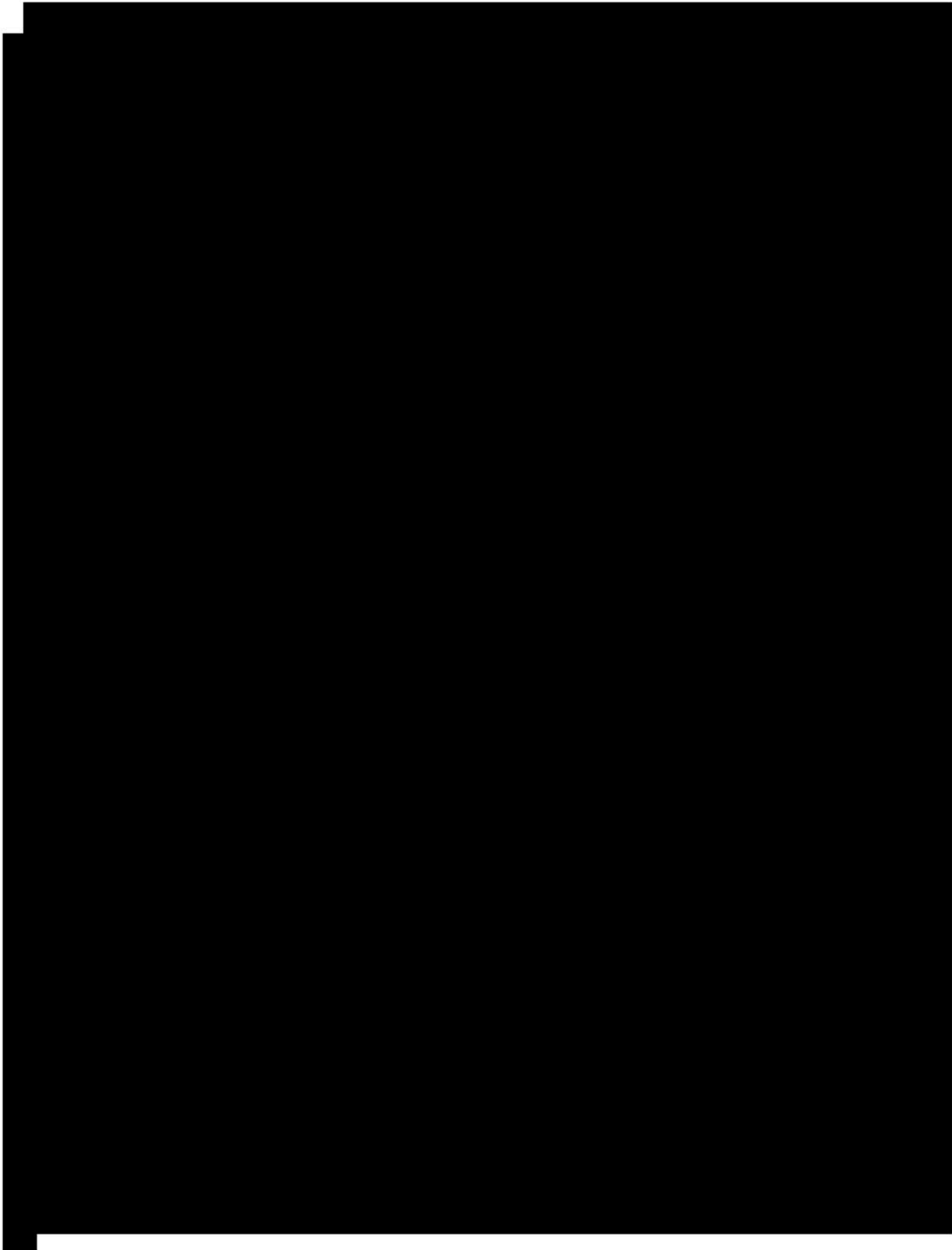


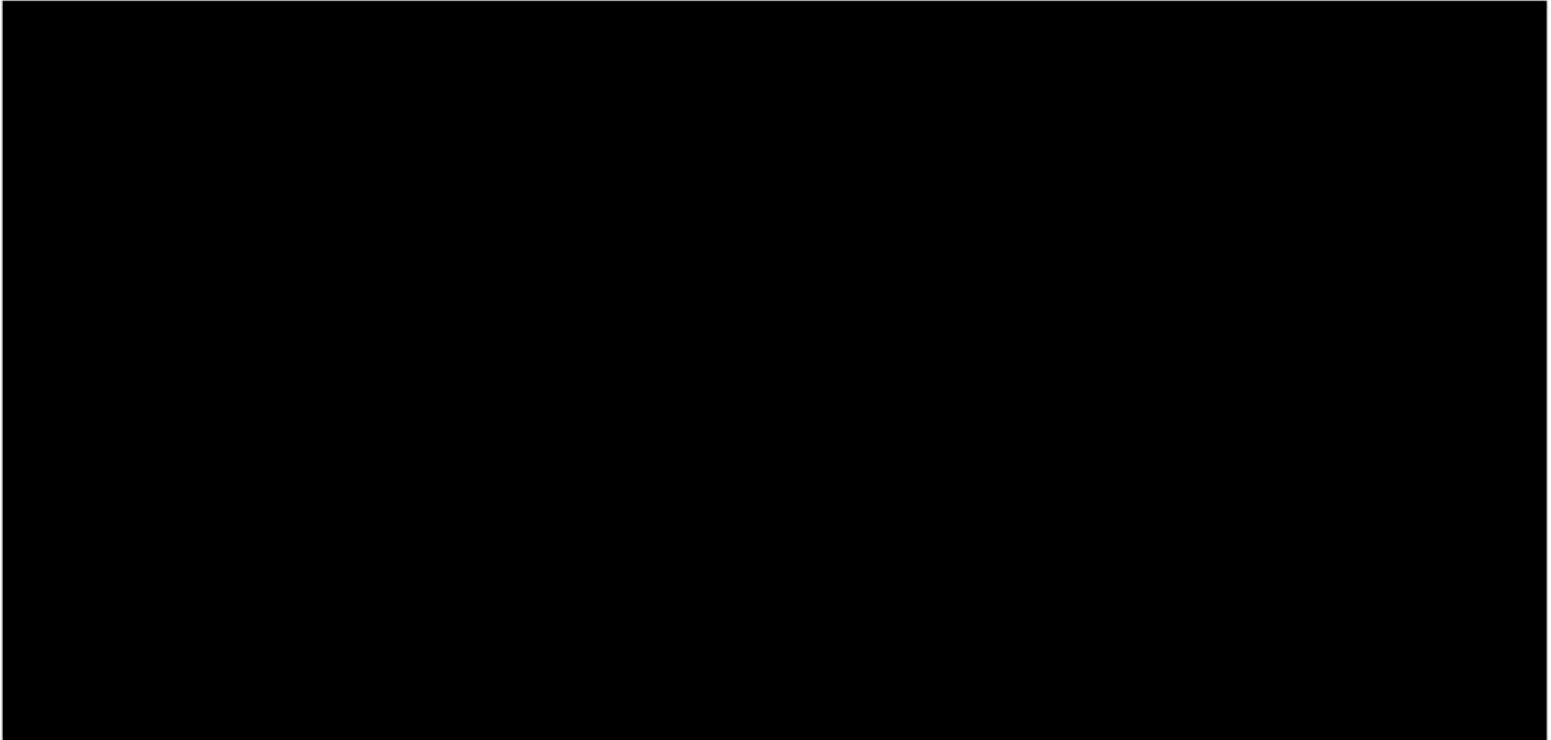
## **17. APPLICABLE LAW AND JURISDICTION**

17.1. This Agreement is governed by and should be construed in accordance with Danish Law. Any disputes that may arise out of this Agreement should be resolved amicably by negotiation between the Parties and if no agreement can be reached the disputes should be brought to the Danish courts with Copenhagen City Court as first instance.

## **17. ROZHODNÉ PRÁVO A JURISDIKCE**

17.1. Tyto smluvní podmínky se řídí dánským právem, podle kterého bude také interpretována. Jakékoli spory, ke kterým by mohlo dojít v souvislosti s touto Smlouvou, se smluvní strany zavazují řešit smírnou cestou prostřednictvím vyjednávání smluvních stran. Pokud není možné dosáhnout shody mezi smluvními stranami, bude spor předložen dánské jurisdikci, přičemž soudem první instance bude Městský soud Kodaň (Copenhagen City Court).





## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, DALUX (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

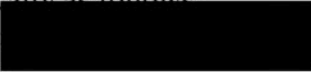
If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### **How to contact DALUX:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to 

### **To advise DALUX of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [Legal@dalux.com](mailto:Legal@dalux.com) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

### **To request paper copies from DALUX**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [Legal@dalux.com](mailto:Legal@dalux.com) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

### **To withdraw your consent with DALUX**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [REDACTED] and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify DALUX as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by DALUX during the course of your relationship with DALUX.