

LEASE AGREEMENT

CONTRACTING PARTIES

Masaryk University

ID No: 00216224, Tax ID No: CZ00216224

with registered office at Žerotínovo nám. 617/9, 601 77 Brno

represented by Mgr. Bc. David Póč, Bursar

Bank account: 85636621/0100, Komerční banka a.s.

Correspondence address: Masaryk University, Faculty of Informatics, CERIT Science Park, Botanická 68a, 602 00 Brno

Masaryk University is a public university according to Act No. 111/1998 Coll., it is not legally obliged to register in the Commercial Register, it is registered in the Trade Register on the one hand, as the lessor (hereinafter referred to as the "**Lessor**")

a

Red Hat Czech s.r.o.

ID No: 27690016, Tax ID No: CZ27690016

with registered office Purkyňova 71/99, Královo Pole, 612 00 Brno

represented by XXXXX

Mailing Address Purkyňova 647/111, Medlanky, 612 00 Brno, CZECH REPUBLIC

company registered in the Commercial Register kept at Regional Court in Brno under the registration number C 52185

on the other hand, as the lessee (hereinafter referred to as the "**Lessee**")

ENTER INTO THIS LEASE AGREEMENT:

PART ONE

ESSENTIAL TERMS OF THE LEASE

SUBJECT OF THE LEASE AND ESSENTIAL TERMS OF THE LEASE				
Subject of Lease	The following rooms of the building No. 554 at the address Botanická 554/68a, Brno (Leased premises):			
	Room Number	Room	Floor	Area in m ²
	S505	Office	5	72,55
	Parking Space Number: 66 Location of the registered office at the address of building No. 554: no			
Lease Term	From 1 August 2025 to 31 December 2028			
Purpose of the Lease	The Lessee is entitled to use the Leased Premises for the purpose of operating an office/office within its business in the field of information technology.			
Rent	CZK 19.951,25 without VAT per month for the Leased premises CZK 2.500,– excluding VAT per month per parking space			
Flat payment for services	CZK 3.627,50 without VAT per month			

INVOICING	
Maturity of payments	14 days from the date of issuance of the tax document
E-mail for sending e-invoice	XXXXXX

SECURITY	
Bank details for sending the security deposit	85636621/0100; using the variable symbol on the tax document
Maturity of the Security	The security was deposited based on a previous lease agreement dated 27. 2. 2021 and will be transferred to this agreement
Amount of the Security	40.000,- CZK

CONTACT PERSON OF THE LESSOR	
XXXXXX	XXXXXX

PART TWO

COOPERATION WITH FACULTY

The Lessee undertakes to cooperate with the Faculty, in particular on students' final theses, or student internships or joint research, by concluding a contract with the Lessor during the term of the lease agreement, the subject of which will be mutual cooperation. Typically, this will involve joining the Association of Industrial Partners FI MU and concluding a framework cooperation agreement.

If the Lessee is already a member of the Association of Industrial Partners FI MU, then both parties undertake to continue and further develop the cooperation.

(another part of the agreement follows on the next page)

PART THREE

LIST OF SERVICES PROVIDED TO THE LESSEE

Included in the price of selected rental-related services paid by a flat-rate payment for services are:

- **Access to the CESNET Large Infrastructure** *(the Lessee is obliged to use this access for activities exclusively related to scientific, research and innovation projects.)*
- **Use of the Lessor's 24-hour reception services;** incl. mail collection.
- **The EZS system is used to secure the Leased Premises.**
- **Touchless smart card access system.**
- **Cleaning the premises.**
- **Ensuring waste management.**

PART FOUR

TERMS OF THE LEASE

I. DEFINITIONS USED

For the purposes of this Agreement, the following terms shall mean:

Lessor - the person named as Lessor at the beginning of this Agreement.

Lessee - the person named as Lessee at the beginning of this Agreement.

Building - the building specified in Article II, Paragraph 1 of this Agreement.

Leased Premises - the leased space specified in Article II, paragraph 2 of this Agreement.

Parking Space(s) - the parking space(s) specified in Article II, paragraph 3 in the event that a lease is agreed.

Modifications - construction modifications, repairs or other changes to the Leased Premises specified in Article XIV, Paragraph 2.

Civil Code - Act No. 89/2012 Coll., the Civil Code, as amended.

II. SUBJECT OF THE CONTRACT

1. The Lessor expressly declares that it is the exclusive owner of the building No. 554 at the address Botanická 554/68a, with the use of the building for civic amenities, standing on the land plot No. 228/5 in the cadastral area of Ponava, municipality of Brno, registered on the ownership certificate No. 90, in the cadastral register of real estate maintained by the Cadastral Office for the South Moravian Region, Cadastral Workplace Brno-City (hereinafter referred to as the "**Building**").
2. The Lessor hereby gives the Lessee the use of the premises specified in Part One of this Agreement (hereinafter referred to as the "**Leased Premises**"). The Lessee shall pay rent and payments for services for the use of the Leased Premises in accordance with this Agreement.
3. The subject of the Lease may also include the Parking Space(s) set forth in Section One of this Agreement (the "**Parking Space**"). The Lessee shall pay the Lessor the rent for the Parking Space as set forth in Part One of this Agreement.
4. The subject of the lease may also be to enable the **location of the headquarters at the address of the Building**. The Lessee shall pay to the Lessor for the location of the office the amount set out in Part One of this Agreement.
5. The provisions of this Agreement relating to the Leased Space shall apply mutatis mutandis to the Parking Space.
6. The Lessor shall provide the Lessee with the following services
 - A. as set out in Part Three of this Agreement - payable as a lump sum for services and
 - B. the services listed in Article V. paragraph 2. below - paid according to actual consumption.
7. The Lessee accepts the Leased Premises for lease under the terms and conditions set forth in this Agreement.

III. LEASE TERM

1. The lease is agreed for a **fixed term**, see Part One of this contract.

IV. PURPOSE OF THE LEASE

1. The Lessee shall be entitled to use the Leased Premises for the purposes set out in Part One of this Agreement.
2. The Lessee is entitled to use the Parking Space (if its lease is agreed) exclusively for the purpose of parking vehicles whose dimensions, technical designation and condition correspond to the dimensions of the Parking Space and the access road to it.

V. RENT AND PAYMENTS FOR THE SERVICES

1. Rent, flat payment for services and payment for the location of the registered office

The rent for the use of the Leased Premises and flat payments for services are set out in Part One of this Agreement.

The rent for the use of the Parking Space (if any) is set out in Part One of this Agreement.

Payment for the location of the registered office at the Building (if a lease is agreed) is set out in Part One of this Agreement.

2. Payment for the services paid on the basis of real consumption

In addition to the rent and the flat payment for services specified in Part Three of this Agreement, the Lessee shall pay the cost of such services according to actual consumption:

- a) electricity,
- b) heat,
- c) telecommunication fees associated with the use of the branch telephone station by the Lessee according to the statement of calls made by the Lessor and, if applicable, the fee for the rental of telephone equipment,
- d) upon agreement, other services based on the current conditions of the Lessor, e.g. rental of conference rooms, printing, etc.

The Lessee shall pay the Lessor for the above services on a monthly basis, based on the Lessor's billing.

3. The Parties may agree to provide extraordinary services related to the lease (e.g. services related to the improvement of the Leased Premises). The costs incurred by the Lessor for the provision of such extraordinary services related to the lease shall be paid by the Lessee on the basis of a separately issued tax invoice due fourteen (14) calendar days from the date of the invoice. The date of the taxable supply shall be the date of issue of the tax invoice.

VI. PAYMENT TERMS

1. The rent and flat payment for services shall be paid monthly by wire transfer to the Lessor's bank account based on a tax document (invoice) issued by the Lessor no later than the fifth working day of the calendar month to which the payments relate, with payments due in accordance with Part One of this Agreement. The date of the taxable supply shall be the first calendar day of the month to which the payments relate.
2. In the event that the lease is not agreed upon from the first calendar day of the month, a tax document for the aliquot part of the rent and flat payment for the services will be issued on the date of commencement of

the agreed lease period with the due date as per Part One of this Agreement. The date of the taxable supply shall be the date of commencement of the agreed rental period.

3. The issuance of a tax document for the payment of services related to the lease paid by the Lessee according to the actual consumption shall be made by the Lessor without undue delay after the end of the relevant calendar month after receiving all documents from direct and indirect suppliers of services that are necessary for the processing of the billing. The tax bill shall be payable in accordance with Part One of this Agreement. The date of the taxable supply shall be the last calendar day of the relevant month to which the payments relate.
4. The Lessee shall pay the above payments by wire transfer to the Lessor's bank account specified in the introduction to this Agreement.
5. The Lessee's obligation to pay the rent or payment for services is fulfilled by crediting the full amount to the Lessor's account.
6. VAT will be added to all rents and service charges in accordance with current and effective legislation.
7. The tax documents (invoices) issued by the Parties in connection with this Agreement shall contain all the particulars in accordance with the applicable and effective legislation.

VII. CHANGES TO RENT AND SERVICE AMOUNTS

1. No earlier than January 1 of the calendar year following the effective date of this Lease Agreement, the Lessor shall increase the rent pursuant to this Article.
2. The Lessor shall have the right to increase all rents under this Agreement annually by 100% of the rate of inflation, expressed as an increase in the average annual consumer price index. The inflation rate is announced annually by the Czech Statistical Office for the calendar year preceding the calendar year in which it is announced. The rent increase is effective on 1 April of the calendar year in which the inflation rate is announced. The basis for the rent increase shall always be the rent already increased under this inflation clause in the previous years of this Agreement.
3. If the inflation rate ceases to be published in the manner referred to in the preceding paragraph or cannot be applied for any reason, the Lessor undertakes to replace it with another valid index that will replace the above inflation rate (e.g. in the case of the conversion of the Czech currency to the EUR currency, the Eurozone Consumer Price Index - MUICP).
4. The amount of the flat payment for services may be subject to unilateral adjustment by the Lessor if the prices of the relevant services change. The Lessor must prove to the Lessee, upon request, the increase in the prices of the services on the basis of which the lump sum payment for services is to be increased before the increase.
5. Neither the rent nor the lump sum payment for services may be increased or decreased in any manner other than as provided for in this Agreement. There shall be no reduction in rent as a result of indexation, and the negative rate of inflation shall not apply.

VIII. SECURITY

1. The amount of the security, its maturity and payment information are set out in Part One of this Agreement

2. The Lessor shall be entitled to use the security deposit at any time during the lease relationship to pay any claims against the Lessee under this Agreement.
3. In the event of the drawdown of the security deposit by the Lessor, the Lessee shall be obliged to replenish the security deposit to the original amount, no later than within ten (10) calendar days from the date of delivery of the Lessor's written notification of the drawdown of the security deposit, in which the Lessor shall indicate the amount of the drawn security deposit and the claim against the Lessee, for the payment of which the security deposit has been set off.
4. The lessee is not entitled to interest on the security deposit. Any interest on the funds deposited as security deposit in the Lessor's account for the period of time the security deposit is deposited in the Lessor's account shall belong to the Lessor
5. Upon termination of the Lease, the Lessor shall return the Security to the Lessee, unless it has been drawn upon in accordance with this Article, within thirty (30) days of the satisfaction of all of the Lessee's obligations under this Lease.

IX. HANDOVER AND TAKEOVER OF THE LEASED PREMISES

1. The Lessor shall hand over the Leased Premises to the Lessee for use on the first day of the agreed lease term, unless the Parties agree otherwise in writing; a handover protocol shall be drawn up on the handover of the Leased Premises, which shall be signed by both Parties after successful handover.
2. No later than on the last day of the lease by 12.00 p.m., the Lessee is obliged to hand the Leased Premises back to the Lessor cleaned, free of damage and defects in the condition in which it was taken over from the Lessor, taking into account the usual wear and tear corresponding to the time and purpose of the lease and taking into account the changes to the Leased Premises agreed with the Lessor.
3. The Lessee shall hand over the Leased Premises to the Lessor, including all keys, documents and other things relating to the Leased Premises received from the Lessor or otherwise received by the Lessee. A takeover protocol shall be drawn up on the handover of the Leased Premises at the end of the lease.
4. The subject of the handover and takeover protocol will be a description of the actual condition of the Leased Premises on the date of its handover and takeover thereof, the number of keys or other items handed over, or a list of documentation handed over. The condition of the Leased Premises at the time of handover and takeover shall be documented by taking photographs and/or video recordings at the time of handover and takeover. A record of the status of all relevant gauges of utilities available will form an integral part of the handover and takeover protocol.
5. In the event that the Lessee fails to vacate and deliver the Leased Premises to the Lessor on the last day of the lease and fails to do so within an alternative period of five (5) days after the end of the lease, the Lessor shall be entitled to vacate the Leased Premises in the presence of an uninvolved person at the expense of the Lessee and to store the vacated items of the Lessee at the Lessee's expense in another place suitable for the storage of such items.
6. In case of delay in handing over the Leased Premises after the end of the lease, the Lessee shall pay to the Lessor an aliquot part of the rent, flat payments for services and payments for services paid according to actual consumption for each day of delay.

X. USE OF THE LEASED PREMISES AND THE BUILDING**A. USE OF THE LEASED PREMISES**

1. The Lessee agrees and undertakes to use the Leased Premises in the usual manner and only in accordance with the agreed scope and purpose of the lease. The Lessee is not entitled to change the purpose of use of the Leased Premises.
2. The Lessee is obliged to maintain the Leased Premises in proper condition and to prevent damage or other defects. The Lessee shall not carry on any other business in the Leased Premises other than as set forth in this Agreement, unless the Lessor consents in writing, and shall not use the Leased Premises in a manner that would conflict with or exceed its structural and construction law definition.
3. The Lessee shall not keep any animals in the Leased Premises without the prior written consent of the Lessor or enter the Leased Premises with them, except for guide and assistance dogs.
4. The Lessee is entitled to furnish the Leased Premises in a manner and with equipment appropriate to the purpose of the lease and in such a way as to avoid damage to the Leased Premises and the Building (walls, ceilings, floors, doors, windows, etc.). In particular, due to the BKT technology used, the Lessee shall not interfere with the ceilings without a detailed specification approved by the Lessor.
5. Violation of any of the Lessee's obligations set forth in the preceding paragraphs of this Article shall constitute a material breach of this Agreement.
6. The Lessee shall comply with the fire safety, occupational safety and health, hygiene regulations and other regulations related to this Agreement and the Lessee's activities in the Leased Premises when using the Leased Premises. The Lessee shall, at the Lessor's request, demonstrate compliance with such regulations and shall provide the Lessor with all necessary documents, certificates and information arising therefrom. The Lessee acknowledges that the scope, content and quality of the documentation prepared shall be the responsibility of a professionally qualified person.
7. The Lessee is obliged to check the condition of the Leased Premises and inform the Lessor of any damage to it.
8. The Lessee shall secure at its own expense all necessary permits and inspections of all equipment in its possession located in the Leased Premises, including with the possible assistance of the Lessor. The Lessee shall inform the Lessor of the inspections upon request by providing the Lessor with a copy of the inspection reports.
9. In the event that the Lessee, with the consent of the Lessor, has applied to the relevant building authority for a change of use of the Leased Premises and such application has been granted by the authority, the Lessee shall, on the date of termination of the Lease, arrange for a change of use of the Leased Premises back to its original use and shall document such change to the Lessor in writing within ten (10) calendar days of the termination of the Lease, unless otherwise agreed between the Lessor and the Lessee. In the event of a breach of this obligation, Landlord shall be entitled to perform this obligation in Lessee's place at Lessee's expense.

B. USE OF COMMON AREA OF THE BUILDING

10. The Lessee is entitled to use the common areas of the Building and their facilities on a non-exclusive basis together with other users of the Building to the extent customary and in a manner that is respectful. Common areas shall mean in particular common corridors, lobbies, staircases, elevators, facilities, showers, sanitary facilities, courtyards and yards and other similar areas intended by the

Lessor for the common and non-exclusive use of all users of the Building. The Lessor shall be entitled to change the definition of common areas and their facilities intended for use by the Lessee, in which case the Lessee shall be informed thereof in writing.

11. The Lessee shall be obliged to remove, even without notice, any contamination of the common areas of the Building or the land around the Building that it has caused and is not contamination within the scope of normal wear and tear. In the event that this requires interference with the Building or its equipment, the Lessee shall first inform the Lessor of the pollution and await the Lessor's instructions.

C. JOINT PROVISIONS FOR THE USE OF THE LEASED PREMISES AND THE BUILDING

12. The Lessee is not entitled to use the Leased Premises and to list the address of the Building as its registered office, place of business, place of business, or the registered office or place of business of any other person without the prior written consent of the Lessor. A breach of this obligation shall be deemed a materia breach of the obligations under this Agreement.
13. The Lessee shall use the Leased Premises and the common areas of the Building in accordance with this Agreement so as not to interfere with the rights and legitimate interests of the surrounding area. In particular, the Lessee shall not burden its surroundings with excessive noise and excessive pollution of the Leased Space and the Building. Violation of this obligation shall be deemed a material breach of the obligations under this Agreement.
14. The Lessee is obliged to use the Leased Premises and the common areas of the Building in accordance with good manners, in a manner that will not disturb other tenants or other users of the Building or its surroundings and in accordance with sanitary regulations.
15. The Lessee shall be liable for all damages that occur in the Leased Premises and for all damages to the Lessee's and third parties' property located in the Leased Premises and the Building in connection with the Lessee's activities, including damages caused by the Lessee's visitors and customers, unless caused by the Lessor.
16. The Lessee shall not be entitled to place, store or keep any items outside the Leased Premises.
17. The Lessee is obliged to comply with the Rules of operation of the premises at Botanická 68a.
18. If a lease of the Parking Space is agreed, the Lessee is not entitled to place any other thing in the Parking Space other than a vehicle in accordance with this Agreement. Breach of this obligation shall be deemed a material breach of the obligations under this Agreement. The Lessor shall not be liable to the Lessee for any damage to the vehicle or to any items in the vehicle.
19. The Lessee is obliged to observe the prohibition of smoking in the Leased Premises and common areas of the Building and is obliged to ensure compliance with this obligation in relation to its employees, customers or visitors.
20. The Lessee shall ensure that the Lessee's agents, employees, customers and visitors to the Leased Premises and the common areas of the Building comply with the terms of this Agreement. In the event of a breach of the terms of this Agreement by a person under the preceding sentence, such conduct shall be deemed to be a breach of the terms of this Agreement by the Lessee, with all the consequences thereof.

XI. ENTERING THE BUILDING AND THE LEASED PREMISES

1. The Lessor shall allow the Lessee's customers and visitors to enter the Building and the Leased Premises in accordance with the Lessee's requirements related to the use of the Leased Premises during the operating hours in accordance with the Rules of operation of the premises at Botanická 68a.
2. The Lessee is obliged to immediately after prior notice to allow persons authorized by the Lessor access to the Leased Premises in order to carry out work necessary for maintenance, revision and reconstruction of the Leased Premises, or in order to determine its technical condition if such work cannot be delayed.
3. The Lessee shall be obliged to allow the Lessor to enter the Leased Premises upon notification of this fact at least 48 hours in advance, for the purpose of inspecting the Leased Premises, carrying out repairs to the Leased Premises, checking compliance with the Lessee's obligations arising from generally binding legal regulations and from this Agreement.
4. The Lessor shall be entitled to enter the Leased Premises in exceptional cases without the Lessee's escort if a sudden emergency or other similar event requires it or if circumstances indicate that such a condition or situation may arise. Lessor shall promptly notify the Lessee and inform the Lessee of the reasons for entry.

XII. LESSEE'S SIGNS

1. The Lessee shall not place any shields, signs, or other markings on the Building or the entrance to the Leased Premises without the prior written consent of the Lessor. Violation of this obligation shall be deemed a gross breach of the obligations under this Agreement.
2. Lessor shall not, where Lessee has a registered office located at the address of the Building, refuse to place such signage as Lessee is required by law to place on the Building or entrance to the Leased Premises. The specific location and form of Lessee's signage shall be at Lessor's sole discretion.

XIII. INSURANCE OF THE LEASED PREMISES

1. The Lessee is obliged to immediately inform the Lessor of the occurrence of an insurance event related to the Leased Premises.
2. The Lessee undertakes to arrange and maintain up-to-date liability insurance for damage caused by its activities in connection with this Agreement, including damage caused to third parties, and insurance of the Lessee's property to the extent of the items placed by the Lessee in the Leased Premises in the event of their loss, destruction, damage and damage caused by natural elements or crime, and to keep it in force throughout the contractual relationship so that the insurance always covers damage to items placed by the Lessee in the Leased Premises. The minimum limit for liability insurance under this insurance shall be CZK 2,000,000.00 (in words: two million Czech crowns). The Lessee shall deliver to the Lessor a copy of the above insurance contract, including any updates or amendments thereto, or a certificate evidencing its conclusion issued by an insurance company, no later than fourteen (14) days from the date of delivery of the Leased Premises. Breach of this obligation shall be deemed a gross breach of the obligations under this Agreement.

XIV. REPAIRS AND BUILDING MODIFICATIONS

1. The Lessee is obliged to carry out all repairs of the Leased Premises at its own expense to the extent not exceeding CZK 1,000.00 (in words: one thousand Czech crowns) per individual repair and routine maintenance.
2. The Lessee shall not be entitled to make any structural modifications, repairs or other changes to the Leased Premises (collectively, the "**Modifications**") outside of the preceding paragraph of this Agreement, even at Lessee's expense, without the written consent of Lessor. Lessor's written consent shall include an express specification of the Modifications, including a description and list thereof, and a written agreement to finance the same.
3. In the event of a breach of the preceding paragraph of this Agreement by the Lessee, the Lessor shall be entitled to require the Lessee to promptly remove the Modifications at the Lessee's expense. If the Lessee fails to remove the Modifications, the Lessor shall be entitled to remove them at the Lessee's expense.
4. The Lessee shall notify the Lessor without undue delay, but no later than within two (2) business days of the occurrence of such fact, of the need to make those Modifications to the Leased Premises to be made by the Lessor at the Lessor's expense, and to allow the Lessor to make them. Lessee shall promptly notify Lessor of any emergency conditions and the need for repairs that cannot be delayed.
5. If the Lessor fails to fulfil its obligation to remove defects preventing the proper use of the Leased Premises within a reasonable time, or by which the exercise of the Lessee's right under this Agreement is endangered, the Lessee shall have the right to remove the defects to the extent necessary and to claim compensation from the Lessor for the costs reasonably incurred. Failure by the Lessor to remove such defects preventing the proper use of the Leased Premises which are irremovable by the Lessee shall constitute a gross breach of this Agreement.
6. The execution of the Modifications by the Lessee without the written consent of the Lessor is a gross violation of this Agreement.

XV. PENALTIES

1. In the event of the Lessee's default in payment of the rent due or any payment for services, the Lessee shall pay the Lessor contractual interest on late payment in the amount of 0.05% of the amount due for each day of delay.
2. In the event that the Lessee does not hand over the Leased Premises to the Lessor within the stipulated period after the end of the lease, the Lessee is obliged to pay the Lessor a contractual penalty of CZK 500.00 (in words: five hundred Czech crowns) for each day of delay in fulfilling this obligation.
3. If, in the event of termination of the lease, the Lessee fails to perform all acts necessary for the change of the registered office, place of business or business address from the address of the Building to another address to be registered without undue delay with the relevant commercial register and trade office, the Lessee undertakes to pay the Lessor a contractual penalty of CZK 10,000.00 (in words: ten thousand Czech crowns) for each commenced calendar month in which the Lessee had its registered office, place of business or business address at the address of the Building registered in the Commercial Register or Trade Register. The decisive date for assessing whether the Lessee has performed the necessary actions shall be the date of filing the application for change of registered office or the court/office's statement that it has accepted the change.

4. In the event that the Lessee gives the Leased Premises or a part thereof for use or sublease to a third person without the written consent of the Lessor, the Lessee shall pay the Lessor a contractual penalty of CZK 50,000.00 (in words: fifty thousand Czech crowns) for each individual case.
5. Any penalty clause in this Agreement shall be without prejudice to the Lessor's right to claim damages or lost profits.
6. The contractual penalty is due within fourteen (14) days of the date of delivery of the notice to pay it to the account specified in the notice.

XVI. TERMINATION OF LEASE

1. The lease of the Leased Premises may be terminated before the expiration of the agreed lease term only for the reasons set out below in this Agreement.
2. The lease of the Leased Premises expires:
 - a) by lapse of the period for which it was agreed;
 - b) by written agreement of the parties;
 - c) by written termination notice given for the reason expressly set out in paragraphs 3 and 4 of this Article;
 - d) by written termination notice in accordance with paragraph 5 of this Article;
 - e) by written termination notice without giving no reason with a notice period of three (3) months.
3. The Lessor may terminate the lease with a notice period of two (2) months if the Lessee has failed to remedy the situation despite written notice from the Lessor within the specified remedy period:
 - a) The Lessee has repeatedly violated the provisions of this Agreement;
 - b) The Lessee has materially breached this Agreement;
 - c) The Lessee or persons visiting him/her in the Building grossly violate peace or order;
 - d) The Lessee shall use the Leased Premises for different purpose other than as set forth in this Agreement without the written consent of the Lessor;
 and further with a notice period of two (2) months if:
 - e) a decision has been made to remove the Building or to make changes to the Building that prevent the use of the Leased Premises;
 - f) if the insolvency court has issued a final decision on the bankruptcy of the Lessee as a debtor;
 - g) The Lessee ceases to be a VAT payer.
 The notice period shall commence on the first day of the calendar month following the delivery of the notice to the other party.
4. The Lessee may terminate the lease with a notice period of two (2) months if:
 - a) The Leased Premises become unfit for the agreed use without the fault of the Lessee;
 - b) The Lessor materially violates its obligations consisting in the obligation to hand over the Leased Premises to the Lessee in a condition fit for the agreed purpose of the lease, to maintain the Leased Premises in this condition at its own expense, unless the Lessee is obliged to do so on the basis of this Agreement, to ensure the proper performance of the services, the provision of which is connected with the use of the Leased Premises, and to enable the Lessee to fully and undisturbed exercise of the rights associated with the lease and has not remedied this violation even after written notice to the Lessee within a reasonable period of time for correction;

The notice period shall commence on the first day of the calendar month following the delivery of the notice to the other party.

5. The Lessor shall have the right to terminate this Lease with immediate effect in the event that Lessee shall be more than thirty (30) days in default in the payment of the rent due or any payment for services. Termination shall be effective on the last day of the month in which it is delivered to Lessee.
6. Notice of termination of the lease must be given in writing and delivered to the other party.
7. Upon termination of the lease, the Lessee shall not be entitled to compensation for taking over the customer base built by the Lessee. The parties exclude the application of Section 2315 of the Civil Code.

XVII. WITHDRAWAL FROM THE AGREEMENT

1. In the event that the Lessee fails to pay all payments for the first month of the lease relationship within the time limit set forth in this Agreement, the Lessor shall have the right to terminate this Agreement within one (1) week of the expiration of such time limit.

XVIII. FINAL PROVISIONS

1. By signing this Agreement, the Lessee confirms that the Lessor has allowed him/her to inspect the Leased Premises, that he/she has inspected the Leased Premises and found it in a condition suitable for the agreed use. The Lessee further declares that it has no objections to the structural and legal condition of the Leased Premises.
2. The Lessee is not entitled to sublease or use the Leased Premises or any part thereof to a third party without the written consent of the Lessor. Lessor may incur substantial damages due to subsidy programs by violating the preceding sentence of this paragraph.
3. The Lessee and the Lessor undertake to process and use all information and data about the other contracting party or persons they obtain in connection with this contract only in accordance with generally binding legal regulations, or with the agreement of the contracting parties.
4. For the purpose of access to the Leased Premises, the Lessee shall provide the Lessor with a list of the Lessee's persons (employees, statutory bodies, etc.) who will have access to the Leased Premises. The list shall include the names, surnames and dates of birth of such persons. The Lessee will update the list of persons during the course of the Lease. The Lessee is obliged to inform the persons who will be included in the list according to this paragraph about which of their personal data and to what extent have been transferred to the Lessor due to the Lessor's legitimate interest in ensuring the safety and protection of its property.
5. The Lessee undertakes to notify without undue delay any changes concerning its identification data, in particular changes in its registered or effective seat, changes in its legal form, changes in VAT registration and other facts concerning this Agreement.
6. The Lessor shall have a lien and retention right to the movable property located in/on the Leased Premises and belonging to the Lessee in order to ensure the fulfilment of all obligations and duties of the Lessee arising from this Agreement, in particular rent and payments for services.

7. The Lessee acknowledges that the Lessor is an obliged entity under Act No. 106/1999 Coll., on free access to information, as amended, and undertakes to provide the Lessor with the necessary cooperation in the performance of its obligations under this Act.
8. The parties exclude the application of the provisions of Sections 1798 and 1801 of the Civil Code on contracts concluded by adhesion.
9. Neither the Lessor nor the Lessee shall be entitled to assign claims against the other party under this Agreement without the written consent of the other party.
10. The Lessee shall be responsible for the tax treatment of all its rights and obligations under this Agreement.
11. For the avoidance of doubt, the Parties agree that a promissory note may not be used to satisfy a monetary debt under this Agreement.
12. This Agreement is concluded both in the Czech and English languages and is governed by the laws of the Czech Republic. In case of discrepancy between the Czech and English versions the Czech version shall prevail.
13. This Agreement is concluded on the date of its signing by both parties.
14. This Agreement may be amended only by written, ascending numbered amendments signed by both parties. For this purpose, the exchange of e-mail or other electronic messages shall not be deemed to be in writing. The Parties may object to the invalidity of an amendment to this Agreement on grounds of breach of form at any time after performance has begun.
15. The Lessee is obliged to comply with the Rules of operation of the premises at Botanická 68a, which is available online at: https://is.muni.cz/do/fi/uredni_deska/predpisy/smernice/
The Lessor is entitled to change the Rules of operation of the premises at Botanická 68a as necessary. The Lessor shall inform the Lessee of the new version of the Rules of operation by e-mail addressed to the Lessee. The provisions of this Agreement cannot be amended by the Rules of operation and shall always prevail over the wording of the Rules of operation.
16. The Parties shall serve each other with documents at the addresses set out in the introduction to this Agreement, provided that each Party shall be entitled to notify the other Party in writing of a different written address at which documents are to be served; from the date of delivery of such written notice, documents shall be served on that Party at the newly notified address.
17. The parties exclude any possibility of extension or renewal of the lease relationship under this contract after its termination without the express will of both parties.

PART FIVE

SIGNATURES

1. This Agreement shall be executed in electronic form or in four (4) counterparts, with each party receiving two (2) counterparts.

2. The Parties agree to the publication of this Agreement in the Contract Repository. The Agreement shall be published by the Lessor, but both parties are responsible for the proper publication. The Lessee shall check the publication and shall notify the Lessor of any deficiencies, otherwise the Lessor shall not be liable to the Lessee for the (non)publication of the Agreement.

In Brno on
Lessor:

In Brno on
Lessee:

.....
Masaryk University
Mgr. Bc. David Póč
Bursar

.....
Red Hat Czech s.r.o.
XXXXX