

### CONTRACT ON DELIVERY OF A PROGRAM SYSTEM

concluded in compliance with § 2079 and following of the Act No. 89/2012 Coll., Civil code, on the day, month and year mentioned bellow, between Contract parties:

#### Simpleware Ltd

seated at: Bradninch Hall, Castle Street, Exeter.UK  
registered in the Commercial register of UK  
represented by: Philippe Young, Managing Director

bank: Lloyds Bank, 234 High Street, Exeter, EX4 3NL, UK;  
account number: 03518976 (IBAN: GB94 LOYD 3093 1403 5189 76)

Id. No.: 04130925  
VAT No.: GB836 8628 84  
e-mail: info@simpleware.com/r.bryan@simpleware.com

- (hereinafter as the "Contractor")

and

Ústav geoniky AV ČR, v. v. i.

708 00 Ostrava-Poruba, Studentská 1768, Czech Republic

Represented by its director, prof. RNDr. Radim Bláheta, CSc.

Representative for contract negotiations : Ing. Lenka Jaskulová

Subject guarantor: Ing. Kamil Souček, Ph.D.

bank: Czech national bank, branch Ostrava

account number: 10427761/0710

Id. No.: 68145535

VAT No.: CZ68145535

e-mail: podatelna@ugn.cas.cz

- (hereinafter as the "Client ")

- (hereinafter both together as "Contract parties or Parties of this Contract")

#### Article I.

##### Preamble

1. Client is founded on the grounds of the Act No. 283/1992 Coll., about the Academy of Sciences of the Czech Republic, and Act No. 341/2005 Coll., about public research institutions, according to its foundation document from 1<sup>st</sup> January 2007 and the Client is registered in the register of public research institutions governed by the Ministry of Education, Youth and Sports of the Czech Republic, file no. 17113/2006-34/ÚGN.
2. Client and Contractor are concluding this Contract because of the fact that Contractor's offer for

the software delivery from Simpleware Ltd was selected by the Client as the most appropriate offer in a competitive tendering.

- Public procurement is realized within the project funded from the European fund for regional development within the range of the Operational programme Research and Development for Innovations, project No. CZ.1.05/2.1.00/19.0379 - Infrastructure for the analysis of selected materials.

## Article II. Subject matter

- In compliance with this Contract on delivery of a program system (*hereinafter as the "Contract"*) the Contractor shall transfer user right for the subject of performance to the Client and the Contractor shall allow the Client to obtain user right for the subject of performance. In compliance with this Contract the Client shall take over the subject of performance and pay the price which is stated in the Article III. of this Contract to the Contractor for it.
- Subject of performance is the "Analysis software for the lab RTG CT" (*hereinafter as the "Contract performance" or "Subject of performance"*).
- Subject of performance is unequivocally defined by the technical specification of this delivery (see Attachment No. 1 – Technical specification) which is an integral part of this Contract.
- Together with the Subject of performance the Contractor shall handover to the Client documents which are necessary for the operation and usage of the Subject of performance, and it is: user manual and tutorials.
- User right for the Subject of performance is established on the day when it is handed over and taken over.
- Contract parties mutually state that the Subject of performance and its characteristics are in compliance (quantity and quality) with Client's requirements and with the purpose of this Contract according to § 2095 of the Act No. 89/2012 Coll.

## Article III. Price and payment

- Contract parties agree that the Price of the Subject of performance shall be EUR 30040 without VAT – hereinafter as the "Price".
- Price includes all expenses connected with a handover and takeover of the Subject of performance, which means especially – transport to the place of performance, installation expenses, expenses connected with a complete training of Client's staff on the place of performance and expenses connected with a removal of defects if there will be any within the warranty period and if the Contractor will be responsible for them. Price can be modified only in the case when the VAT rate is changed after the conclusion of this Contract.
- Right for the payment of full Price is valid from the moment when the Subject of performance

was taken over.

4. After the proper performance in compliance with terms stated in previous paragraph of this Contract the Contractor has the right to issue a final invoice (tax document). Such invoice issued by the Contractor shall include all requisites of a tax document in compliance with the Act No. 235/2004 Coll., about VAT, as amended, and requisites which are requested by other applicable laws and also the identification of a contract to which is such invoice related. Contractor shall deliver such invoice to the Client by recorded delivery letter or in person to Client's filling office and they shall obtain written confirmation for it.
5. Final invoice (tax document) is due within 30 calendar days since its delivery.
6. Price is considered to be paid if it was deducted from Client's account on the last day of the due date.
7. Client has the right to return an invoice to the Contractor before it is due if it does not include agreed requisites. If such invoice is returned rightfully by the Client then the former due date shall be no longer valid and the new due date shall be valid from the moment when a corrected or newly issued invoice is delivered to the Client.

#### **Article IV.**

##### **Place, time and manner of performance**

1. Place of performance is Client's seat.
2. Contractor shall deliver the Subject of performance to the place of performance defined in the paragraph 1 of this Article before 15<sup>th</sup> December 2015.
3. Contract parties shall create the protocol about handover and takeover of the Subject of performance which shall contain signatures of persons authorized to act on behalf of the Contract parties. The Subject guarantor is authorized to sign this protocol on behalf of the Client.
4. Such protocol about handover and takeover of the Subject of performance shall always include Client's statement that it got acquainted with characteristics of the Subject of performance.
5. Handover and takeover established by the protocol shall take place on the place of performance.
6. Client is responsible for the risk of damage since the day when the Subject of performance is handed over and taken over.
7. Documents defined in the Article II. 4. of this Contract shall be handed over by the Contractor during the handover and takeover of the Subject of performance.

#### **Article V.**

##### **Responsibility for defects and warranty claims**

1. Contractor provides to the Client warranty for the Subject of performance. Warranty period shall be 12 months.

2. By the warranty for the Subject of performance the Contractor binds itself that the Subject of performance will be eligible for use according to the agreed purpose and that it will maintain usual characteristics.
3. Warranty period begins on the day when the Subject of performance is handed over and taken over. If a third person is obliged to put the Subject of performance into operation, then the warranty period begins on the day when the Subject of performance is put into operation.
4. Client shall follow the instructions stated in an operating and maintenance manual of the Subject of performance.
5. In case when any defects of the Subject of performance will be discovered the Client shall notify the Contractor about such defects within three working days. Such notification shall contain defect's description and selection of a claim arising from the responsibility for defects. Defects shall be notified in a written form. Written form means delivery of a written notification by an electronic mail to the e-mail address mentioned in this Contract's header which shall contain authorized electronic signature of the Client.
6. In case when there is a defect the Client has the right for removal of such defect of the Subject of performance in these ways:
  - a) by delivery of a new subject of performance without defects,
  - b) repair of the Subject of performance free of charge,
  - c) proportional discount from the Price,
  - d) withdrawal from the Contract.
7. Client shall notify the Contractor which right the Client has selected within its notification about defects or without undue delay after such notification. Such selection cannot be changed without Contractor's consent, unless the Client demands repair of a defect and it will turn out that such defect is beyond repair.
8. In case when the Client selects removal of a defect by delivery of a new subject of performance without defects or by free of charge repair of the Subject of performance, then the Contractor shall deliver new performance or repair the Subject of performance free of charge within seven working days since the moment when the Client notified the Contractor about such defects, unless it is agreed otherwise. In case when the Contractor is in delay with delivery of a new subject of performance or free of charge repair, then the Contractor shall pay the contractual penalty in compliance with Article VI./4. of this Contract to the Client.

#### **Article VI.**

##### **Contractual penalties and withdrawal from the Contract**

1. For the case when the Client is in delay with a payment of the Price the Contract parties agreed on the interest in arrears in amount of 0,05% from a due amount for each day of such delay.
2. By a payment of the interest in arrears Contractor's right to claim compensation for damages which are related to the delayed payment of the Price for goods shall cease to exist. However, the Contractor has the right to claim compensation for expenses connected with enforcement of

its claim connected with Client's delay simultaneously with the interest in arrears and in compliance with applicable laws.

3. For the case when the Contractor is in delay with a delivery of the Subject of performance the Contract parties agreed on the contractual penalty in amount of 0,05% from the Price according to this Contract for each day of such delay.
4. For the case when the Contractor is in delay with a delivery of a new subject of performance according to the Article V. 8. of this Contract the Contract parties agreed on the contractual penalty in amount of 0,05% from the Price according to this Contract for each day of such delay.
5. For the case when the Contractor is in delay with free of charge repair according to the Article V. 8. of this Contract the Contract parties agreed on the contractual penalty in amount of 0,05% from the Price according to this Contract for each day of such delay.
6. Legitimate, raised and documented contractual penalty shall be paid by the Contractor to the Client based on an invoice which shall be due within 20 calendar days since the delivery of such invoice to Contractor's e-mail address stated in this Contract's header and which shall contain authorized electronic signature of the Client.
7. By a payment of the contractual penalty Client's right to claim compensation for damages which is related to the delayed delivery of the Subject of performance or a new subject of performance or related to the delayed free of charge repair of defects shall cease to exist. However, the Client has the right to claim compensation for expenses connected with enforcement of its claim connected with Client's delay simultaneously with the contractual penalty and in compliance with applicable laws.
8. Contract parties agree that the Client has the right to withdraw from this Contract in case when Contractor's delay with handover of the Subject of performance to the Client is longer than 30 calendar days.
9. Withdrawal from the Contract shall be issued in a written form and delivered to other Contract party electronically to the e-mail address stated in this Contract's header and such withdrawal shall contain authorized electronic signature of the Contract party which is withdrawing from the Contract.

#### **Article VII. Final provisions**

1. Legal relationships not expressly mentioned in this Contract shall be governed by the Act No. 89/2012 Coll., Civil code, as amended.
2. Period of limitation of Contractor's right to claim a payment of the Price or its part and accessories including interests in arrears and contractual penalties in front of a court shall be 10 years.

3. If any provision of this Contract becomes invalid, ineffective, null or unenforceable, such situation does not affect validity, force or enforceability of other provisions of the Contract, unless it is obvious from the Contract that such provision cannot be separated from the rest of Contract's content. Contract parties shall replace invalid, ineffective, null or unenforceable provision by such provision which will as far as possible match the purpose of invalid, ineffective, null or unenforceable provision and which shall be valid, in force and enforceable.
4. Interpretation of Contract's provisions and also interpretation of content of rights and duties of the Contract parties arising from this Contract shall be realized in compliance with their language representation. It is possible to take acting person's intention into account, but only if it is not in contradiction to language interpretation.
5. Contract parties shall seek amicable settlement of all disputes arising from this Contract.
6. Contractor shall cooperate during performance of the financial inspection according to the provision 2, letter e) of the Act No. 320/2001 Coll., about the financial inspection in public administration, as amended, and the Contractor accepts this fact.
7. Within the inspection the Contractor shall grant access to the governing body of the Operational programme Research and Development for Innovation (Ministry of Education, Youth and Sports of the Czech Republic) even for those parts of offers, contracts and related documents which are protected according to special laws (especially as a business secret or confidential information) in the case when legal requirements (especially § 11, letter c) and d), § 12, par. 2, letter f) of the Act No. 320/2001 Coll., about the financial inspection, as amended) are met within 3 years since the end of the Operational programme Research and Development for Innovation according to Article 90 of the Council Regulation (EC) No. 1083/2006, i.e. at least until 2021. Contractor shall allow inspection and grant access to the governing body of the Operational programme Research and Development for Innovation even in case of Contractor's subcontractors.
8. Contractor is aware of the fact that the Client shall meet publicity requirements within programmes of structural funds defined in the Article 9 of the Commission Regulation (EC) No. 1828/2006 and in the Publicity guidelines within the Operational programme Research and Development for Innovation; it is connected with all relevant documents related to the competitive tendering, i.e. especially all contracts and other documents related to the given public procurement.
9. Contract can be modified, supplemented or cancelled only by written amendments to this Contract.
10. Contractor shall not transfer their rights and duties arising from this Contract to a third party without prior consent from the Client.
11. All previous contracts, agreements, documents and arrangements connected to the subject of purchase and usual business manners of the Contract parties cease to exist on the moment when this Contract is signed.



EVROPSKÁ UNIE  
EVROPSKÝ FOND PRO REGIONÁLNÍ ROZVOJ  
INVESTICE DO VAŠÍ BUDOUCNOSTI

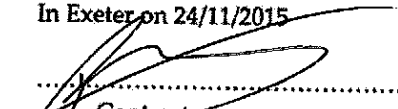


12. Contract is executed in 3 counterparts and the Client shall obtain 2 counterparts and the Contractor shall obtain 1 counterpart.
13. Contract parties mutually state that they have read this Contract, that they agree with its content and that it is concluded in compliance with their just and free will by certain, serious and comprehensible manner and not in distress or under conspicuously disadvantageous terms and they sign this Contract to prove this.
14. Contract becomes valid and comes into force on the moment when it is signed by both Contract parties.

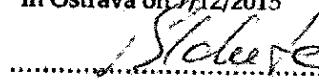
Attachments:

Attachment No. 1      Technical specification

In Exeter on 24/11/2015

  
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Contractor  
Professor Philippe Young  
Managing Director

In Ostrava on 7/12/2015

  
.....  
Client  
prof. RNDr. Radim Blaheta, CSc.  
Director



