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AGREEMENT ON THE PROVISION OF A SHARED MICROMOBILITY PLATFORM SERVICES WITHIN THE TERRITORY OF THE CAPITAL CITY OF PRAGUE AND RELATED PERFORMANCES

(hereinafter the "**Agreement**")

Concluded on the day, month and year stated below pursuant to Section 1746(2) of Act No. 89/2012 Coll., the Civil Code, as amended (hereinafter the "**Civil Code**")

Operátor ICT, a.s.

Registered office: Plynární 1617/10, Holešovice, 170 00 Praha 7

Company ID No.: 02795281, VAT ID: CZ02795281

Account number: 5920172/0800

Represented by: [TO BE ADDED]

(hereinafter the "**Contracting Authority**")

and

[TO BE ADDED]

Company ID No.: [TO BE ADDED], VAT ID: [TO BE ADDED]

Registered office: [TO BE ADDED]

Account number: [TO BE ADDED]

Represented by: [TO BE ADDED]

(hereinafter the "**Provider**")

(The Contracting Authority and the Provider jointly also referred to as the "**Parties**" or individually as a "**Party**")

Contracting Authority's Agreement No.: [TO BE ADDED]

Provider's Agreement No.: [TO BE ADDED]

PREAMBLE

Whereas:

(A) The Contracting Authority, as a public contracting entity, has initiated a public procurement procedure titled "Provision of a shared micromobility platform services within the territory of the Capital City of Prague and related performances" (hereinafter the "**Public Contract**"), conducted as an open above-threshold procurement procedure for services pursuant to Act No. 134/2016 Coll., the Public Procurement Act, as amended (hereinafter the "**PPA**"),

and

(B) The Provider has submitted a binding tender for the Public Contract, and such tender has been selected by the Contracting Authority as the most suitable;

Therefore, the Parties, being aware of the obligations set forth in this Agreement and intending to be bound hereby, hereby agree as follows:

1. PURPOSE AND SUBJECT MATTER OF THE AGREEMENT

1.1 The purpose of this Agreement is to provide, in particular, rights to use the Provider's monitoring tool for the management of shared micromobility (hereinafter the "**Platform**") and other related performances, in order to enable the effective management of shared micromobility vehicles (hereinafter the "**Vehicles**") within the territory of the Capital City of Prague and the Central Bohemian Region. The Platform shall enable Platform users, in particular, to transmit data related to the operation of shared micromobility within the territory of the Capital City of Prague and the Central Bohemian Region (i.e., real-time vehicle locations, vehicle status, data on parking stations, no-go zones or speed-limited zones, etc.), to process such data, and to provide additional data outputs and other information, all in the scope, form and manner specified in this Agreement. Platform users include, in particular, shared micromobility operators (hereinafter the "**Operators**"), the Capital City of Prague, ID No.: 00064581, with its registered office at Mariánské náměstí 2/2, Staré Město, 110 00 Prague 1 (hereinafter the "**City of Prague**"), including representatives of the Prague City Hall, organizations established or controlled by the City of Prague (the Contracting Authority and other municipal companies or contributory organizations established or controlled by City of Prague), municipal districts of the Capital City of Prague (hereinafter the "**City Districts**"), and other entities determined by the Contracting Authority.

1.2 The subject matter of this Agreement consists of the paid provision of:

1.2.1 Platform Services, provided as "software as a service", including operation and support of the Platform, data implementation into the Platform and initial training (hereinafter the "**Platform Services**"),

1.2.2 consulting services, training and other performances related to the Platform, including Platform customisation (based on separate partial contracts concluded pursuant to Article 3 of this Agreement) (hereinafter the "**Additional performance**"),

all in accordance with the specifications and conditions set out in this Agreement, in particular in Annexes No. 1 and 2 hereto (hereinafter collectively the "**Performance**").

1.3 The Performance provided by the Provider shall also include services which, although not expressly listed in this Agreement, are known or should be known to the Provider, given its expertise, to be necessary for achieving the purpose of this Agreement, besides other things with respect to the Provider's status as a professional under Section 5(1) of the Civil Code.

2 TERM OF PERFORMANCE

2.1 The Provider is obliged to commence provision of the Platform Services no later than 14 calendar days after the effective date of this Agreement and shall provide the Platform Services for a period of 60 months.

2.2 Additional performance may be ordered under this Agreement for a period of 48 months starting 3 months after commencement of the Platform Services. The date of provision of Additional performance shall always be agreed in a separate partial contract concluded in accordance with Article 3 of this Agreement.

3 ADDITIONAL PERFORMANCE

3.1 For each individual provision of Additional performance, the Parties shall conclude a separate contract (hereinafter also the "**Partial Contract**"), which is deemed concluded at the moment the Provider accepts the Contracting Authority's order in accordance with this Article of the Agreement.

3.2 The Contracting Authority is entitled to deliver to the Provider a request for preparation of a proposal for Additional performance (hereinafter the "**Proposal**") at any time throughout the term of this Agreement, depending on its current needs. Each request for preparation of a Proposal shall always include a specification of the requested Additional performance. Based on such request, the Provider shall deliver the Proposal to the Contracting Authority no later than within 7 business days of receipt of the request.

3.3 The Proposal shall contain at least the following:

a) a description of the Additional performance,

b) the date of provision of the Additional performance,

c) requirements for cooperation by the Contracting Authority and/or third parties (if applicable),

d) a price proposal corresponding to the sum of personnel costs necessary for the provision of the proposed Additional performance (i.e., specifying the number of man-days required for the Additional performance),

e) the validity period of the Proposal (at least 30 days),

f) the signature of the Provider's authorized representative.

3.4 If the Contracting Authority agrees with the Proposal for the Additional performance, it may deliver to the Provider a written order for the respective performance at any time during the validity of the Proposal.

3.5 The order shall be deemed accepted by the Provider at the moment the Provider delivers its unconditional confirmation to the Contracting Authority, or upon the expiry of 5 business days from the delivery of the order to the Provider, whichever occurs first. Upon acceptance of the order, the Partial Contract is concluded. If the value of the Partial Contract amounts to CZK 50,000 excluding VAT or less, the Partial Contract becomes effective on the date of its conclusion, unless the Parties agree otherwise in the Partial Contract. If the value of the Partial Contract exceeds CZK 50,000 excluding VAT, the Partial Contract becomes effective on the date of its publication in the Register of Contracts. Publication of the Partial Contract in the Register of Contracts shall be ensured by the Contracting Authority.

4 RIGHTS AND OBLIGATIONS OF THE PARTIES

4.1 The Provider shall deliver the Performance in accordance with the requirements specified in this Agreement, its annexes, and any Partial Contract concluded under this Agreement, and the Contracting Authority shall pay the Provider the agreed price for the Performance duly delivered. In order to achieve the purpose of this Agreement, the Parties shall provide each other with all necessary information and cooperation. The Parties shall perform all obligations duly and on time.

4.2 The Provider shall perform its obligations in accordance with all applicable legal regulations that directly or indirectly relate to the Performance. All Performances must be performed with professional care within the meaning of Section 5 of the Civil Code.

4.3 Any subsequent change of a subcontractor or a change in the scope of work entrusted to a subcontractor must be notified to the Contracting Authority in writing in advance. Implementing such a change requires only written notification to the Contracting Authority and does not require an amendment to this Agreement. Where the Provider performs any part of the Performance through subcontractors or other third parties, the Provider shall remain fully responsible for the Performance as if it had performed them itself.

4.4 The Provider shall prepare a written monthly Performance report for the preceding calendar month

(hereinafter the "**Report**") no later than on the 10th calendar day of each month. Where the nature of the Performance requires the submission of any documentation or other outputs, the Provider shall attach such documentation or outputs to the Report. The Parties agree that:

a) The Provider shall inform the Contracting Authority of any data implementation carried out during the relevant month in connection with data supplied by the Contracting Authority,

b) The Provider shall provide information on the results of monitoring the achieved availability of the Platform (including a specification of any outages, their causes, and any remedial measures taken),

c) The Provider shall provide information on the availability (including specific cases of unavailability) of the individual input data sets (i.e., data sets supplied by the Operators),

d) with respect to Additional Services, the Provider shall state the applicable expertise category pursuant to Annex No. 1 of this Agreement and the number of hours spent on the delivery of Additional performance during the relevant period, and shall communicate any further information necessary for invoicing under the relevant Partial Contract.

4.5 The Contracting Authority shall, without undue delay, return the signed Report to the Provider, thereby confirming its correctness, or shall communicate objections to its content. If the Contracting Authority communicates objections, the Provider shall either amend the Report accordingly or shall, together with its response to the objections, inform the Contracting Authority that it maintains the original version of the Report. After receiving an amended Report or the Provider's written response, the Contracting Authority shall act similarly in accordance with the first sentence of this section. This process may be repeated until the Parties reach agreement on the content of the Report.

4.6 Upon completion of all components of the Additional performance under the relevant Partial Contract, the Provider shall prepare a final protocol documenting the delivery of such Additional performance (hereinafter the "**Final Protocol**"). The Final Protocol shall be approved following the same procedure as applies to Reports under section 4.5 of this Agreement.

4.7 Where the Additional performance include any customisation of the Platform, the Provider shall remain obliged to provide the Platform Services for the entire Platform, including any customised components.

4.8 The Provider undertakes to maintain, for the entire term of this Agreement, an insurance policy covering liability for damage caused by the Provider to the Contracting Authority or to third parties, with the insured amount not lower than CZK 1,000,000. The Provider shall provide the Contracting Authority with a copy of such insurance policy or an insurance certificate evidencing the existence of such insurance no later than 7 calendar days from the delivery of the Contracting Authority's written request.

5 RIGHTS TO USE DIGITAL CONTENT

5.1 The Platform Services, including Additional performance in the form of Platform customisation, constitute digital content services within the meaning of the Civil Code. Under this Agreement, the Provider undertakes to make the Platform available to the Contracting Authority, for consideration agreed herein, for the Contracting Authority's own use in fulfilling the purpose of this Agreement, including enabling the Platform to be used by users designated by the Contracting Authority, for the duration and under the conditions set out in this Agreement.

5.2 The Provider shall ensure that the Platform and the Platform Services remain free of defects for the entire duration of the Provider's obligations under this Agreement. The Provider shall supply and

implement all updates to the Platform necessary to ensure that the Platform remains free of defects throughout the term of this Agreement.

5.3 The Parties agree that the Contracting Authority and users designated by the Contracting Authority shall be entitled to use all data created, processed, or stored within the Platform, to access such data and to share such data without limitation. The Provider shall be entitled to use such data solely for the purpose of providing the Performance under this Agreement. The Contracting Authority may issue a written instruction requiring the Provider to cease using all data obtained in the course of providing the Performance and to delete such data, all on the date specified by the Contracting Authority (hereinafter the "**Instruction**"), in which case the Instruction must be delivered to the Provider no later than 15 days prior to the effective date specified. The Contracting Authority may revoke the Instruction at any time. The effectiveness of the Instruction shall terminate on the expiry of one month from the date of delivery of its revocation. The implementation of data following the termination of the Instruction, necessary for restoring the provision of the part of the Performance affected by the Instruction, shall not be included in the Platform Services; the Parties shall agree on such necessary work as Additional performance. Any parts of the Performance which the Provider is unable to provide as a result of the Instruction, due to the lack of the necessary rights to use the relevant data, shall be deemed duly delivered for the period from the date on which the data are deleted until the Instruction ceases to be effective.

5.4 The Contracting Authority shall be entitled to export all data or any part thereof from the Platform through secure transmission, and the Provider shall enable the Contracting Authority to do so at any time during the term of this Agreement and for a period of up to 30 calendar days after its termination. The Provider declares that no authors' works or licensing obligations arise from such data export.

5.5 The Provider hereby grants the Contracting Authority a non-exclusive, territory-unlimited licence to use the Platform for the purposes of fulfilling the purpose of this Agreement and for related activities, for the entire duration of this Agreement, to the extent necessary for fulfilling its purpose. The Contracting Authority is entitled to use and access the Platform via a user account and to allow users designated by the Contracting Authority to do the same. The use of the Platform is limited to the functionalities available through the web interface provided by the Provider. The source code of the Platform shall not be made available to the Contracting Authority or Platform users, and no rights to the source code are granted. The fee for the licence is included in the price of the Platform Services.

6 PRICE AND PAYMENT TERMS

6.1. The prices for the Performance under this Agreement are specified in Annex No. 2 to this Agreement. The prices are stated in Czech crowns (CZK), are final and unchangeable for the entire duration of this Agreement. The prices are agreed as maximum and non-exceedable and include all necessary costs, including any related expenses. The maximum total value of Additional performance provided under this Agreement during its term shall not exceed CZK 3,000,000 excluding VAT. If the Provider uses a bank account denominated in a currency other than Czech crowns, the Provider shall bear all related costs, including currency conversion fees, exchange rate differences, bank charges, and any costs charged by third parties. Such costs are already included in the agreed prices and may not be charged additionally.

6.2. The Provider is entitled to add value added tax (hereinafter the "**VAT**") to the prices specified in Annex No. 2 to this Agreement or to ensure its payment in accordance with applicable legal

regulations, particularly Act No. 235/2004 Coll., on **Value Added Tax**, as amended (hereinafter the "**VAT Act**").

6.3. The Contracting Authority shall pay the price for the Performances by bank transfer to the Provider's bank account on the basis of an invoice (hereinafter the "**Invoice**") issued in accordance with the VAT Act. Each Invoice must contain all required tax document particulars and must include the designation of this Agreement, the bank account number to which payment shall be made, the identification of the Performances provided (a description of the Performances), and the Report approved by the Contracting Authority, or, where applicable, the Final Protocol. The Provider is obliged to deliver the invoice to the Contracting Authority electronically, exclusively by e-mail to the e-mail address: info@operatorict.cz.

6.4. The price for Additional Performance shall always be agreed in the relevant Partial Contract in accordance with Articles 3.5 and 6.5 of this Agreement. The Contracting Authority shall not be obliged to order any minimum amount of Additional Performance.

6.5. Additional Performance shall be charged on a man-day (MD) basis. The price for Additional Performance shall be calculated as the number of man-days specified in the relevant Partial Contract multiplied by the applicable rate in CZK excluding VAT for one man-day as set out in Annex No. 2 hereto. One man-day shall mean the work of one person for one working day, i.e. eight working hours. The Provider shall invoice the price for Additional Performance with accuracy to whole hours.

6.6. The price is charged based on the actual Performance provided. The price for Platform Services shall be invoiced monthly in arrears, on the basis of an Invoice issued no earlier than on the 5th calendar day of the month following the month for which the service is paid. The price for Additional Performance shall be invoiced only after all such services have been completed under the relevant Partial Contract, based on an Invoice issued no earlier than on the 5th calendar day of the month following the month in which the Final Protocol was approved. Each Invoice must include a Report approved by the Contracting Authority and, in case of Additional performance, the Final Protocol. If Platform Services were duly provided only for part of a calendar month, the Provider shall invoice a prorated portion of the price corresponding to the length of such period. No price shall be payable for any period during which the Platform Services were not duly provided. The price for Platform Services includes all costs of providing technology, making the Platform available, operating and supporting the Platform, initial training and training materials, and all licence fees pursuant to this Agreement.

6.7. The maturity of Invoices issued by the Provider under this Agreement shall be at least 30 calendar days from their delivery to the Contracting Authority, unless otherwise provided in this Agreement. If the due date falls on a Saturday, Sunday, public holiday, 31 December, or any day that is not a business day under Act No. 370/2017 Coll., on Payment Systems, as amended, the due date shall be postponed to the next business day.

6.8. If an Invoice does not contain the required particulars or attachments, if it contains incorrect or incomplete information or it is not sent to the agreed e-mail address, the Contracting Authority is entitled return the Invoice to the Provider for correction without making payment, without being considered in delay. In such case, the maturity period shall restart on the date of delivery of the corrected Invoice. For the purposes of this Agreement, payment shall be deemed made on the date the amount is debited from the Contracting Authority's bank account.

6.9. All payments under this Agreement shall be made by the Contracting Authority to the Provider's bank account specified in the heading of this Agreement. If the bank account changes during the term of this Agreement, the Provider shall notify the Contracting Authority of such change in writing without

undue delay. The Contracting Authority shall not be obliged to make any payment to a bank account other than the account stated in the heading of this Agreement or an account duly notified in the manner described above; in such a case, the Contracting Authority shall not be considered in delay with payment. If the Provider is, or during the term of this Agreement becomes, a registered VAT payer within the meaning of the VAT Act, the Provider shall ensure that the bank account designated for receiving payments under this Agreement is an account published by the tax administrator in a manner allowing remote access in accordance with Section 96 of the VAT Act. In such a case, the Provider shall designate for payment under this Agreement, and shall state in each invoice, only such bank account that is published by the tax administrator in accordance with the VAT Act. In view of Section 109(2)(c) of the VAT Act, pursuant to which the recipient of a taxable supply is liable for unpaid VAT if payment for such supply is made, in whole or in part, by non-cash transfer to an account other than the supplier's published bank account, the Contracting Authority shall make payment only to an account published within the meaning of Section 96 of the VAT Act. If at any time it becomes apparent that the Provider's designated bank account is not a published account, the Contracting Authority shall not be obliged to make payment to such account, and shall not be considered in delay with payment.

7 DELAY, CONTRACTUAL PENALTIES AND LIABILITY FOR DAMAGE

7.1. Each Party shall be liable for any property damage and non-property harm caused in accordance with applicable legal regulations and this Agreement. The Parties undertake to make every effort to prevent damage and to minimise any damage that occurs.

7.2. In the event of a delay by the Provider in duly and timely commencing the provision of the Platform Services, the Provider shall pay the Contracting Authority a contractual penalty of CZK 5,000 for each commenced calendar day of delay.

7.3. In the event of a delay by the Provider in duly and timely delivering a Proposal within the deadline set out in Article 3.2 of this Agreement, the Provider shall pay the Contracting Authority a contractual penalty of CZK 500 for each commenced business day of delay.

7.4. In the event of a delay by the Provider in duly and timely providing the Additional Performance within the deadline specified in the relevant Partial Contract, the Provider shall pay the Contracting Authority a contractual penalty of CZK 2,500 for each commenced calendar day of delay.

7.5. In the event of a delay by the Provider in submitting to the Contracting Authority a copy of the insurance policy or insurance certificate within the deadline set out in Article 4.8 of this Agreement, the Provider shall pay the Contracting Authority a contractual penalty of CZK 1,000 for each commenced calendar day of delay.

7.6. In the event that the Provider breaches its obligation to ensure the minimum required availability of the Platform for a given calendar month, the Provider shall pay the Contracting Authority a contractual penalty of CZK 200 for each commenced hour of Platform unavailability falling below the minimum required availability for that month. The total amount of the contractual penalty under this section 7.6 for any calendar month may not exceed an amount equal to the agreed price (including VAT) of the Platform Services for the respective month.

7.7. In the event the Provider breaches any of its obligations set out in Article 9 of this Agreement, the Provider shall pay the Contracting Authority a contractual penalty of CZK 50,000 for each individual breach.

7.8. The Provider shall be obliged to pay any contractual penalty irrespective of whether, and in what amount, the Contracting Authority incurs damage. Payment of a contractual penalty shall not affect

the Contracting Authority's right to compensation for damage caused by the Provider's breach of this Agreement.

7.9. A contractual penalty shall be payable within 30 calendar days from the delivery of a written notice requesting its payment.

7.10. If the Contracting Authority becomes entitled to claim a contractual penalty, it may, at its discretion, choose either to claim the contractual penalty directly or, instead of the contractual penalty, to claim a discount from the price of the Performance in the same amount.

7.11. Unless expressly agreed otherwise, the payment of any contractual penalty shall not relieve the liable Party from its obligation to fulfil its duties under this Agreement.

7.12. The Parties acknowledge the amount of the contractual penalties agreed herein as undisputed and consider such penalties reasonable and justified in light of the purpose and significance of this Agreement for the Contracting Authority.

7.13. In the event of the Contracting Authority's delay with the payment of any price under this Agreement, the Contracting Authority shall pay the Provider statutory default interest.

8 CONTACT PERSONS OF THE PARTIES

8.1 Unless otherwise provided in this Agreement, all communication between the Parties shall be conducted through their statutory bodies or authorised representatives. Where this Agreement requires written form for any act or legal action, such form shall also be deemed satisfied if performed in electronic form. Any notices between the Parties relating to this Agreement or made pursuant to this Agreement must be made in writing and delivered to the other Party either in person, by registered letter or other registered postal service to the registered office of the respective Party, or through the data mailbox, unless this Agreement provides otherwise. If a communication under the previous sentence does not affect the validity or duration of this Agreement or any Partial Contracts, delivery by e-mail to the technical contact person designated by the respective Party is also permissible.

8.2 For the purposes of communication regarding technical matters under this Agreement, the Parties designate the following persons as authorised technical contacts:

- For the Contracting Authority:

Name	Phone	E-mail
[TO BE ADDED]	[TO BE ADDED]	[TO BE ADDED]

- For the Provider:

Name	Phone	E-mail
[TO BE ADDED]	[TO BE ADDED]	[TO BE ADDED]

Persons authorized in technical matters are authorized under this Agreement to discuss technical issues with the other party, to act legally in reporting under this Agreement, to provide opinions on technical issues, to deliver Instructions and their revocations, to provide information on the status of Performance, etc.; these persons are not authorized to amend or terminate this Agreement.

8.3 Each Party may unilaterally change its authorised contact persons by delivering a written notice to the other Party. The change becomes effective upon delivery of such notice.

9 PROTECTION OF INFORMATION

9.1 The Parties acknowledge that, in the course of performing their obligations under this Agreement:

    a) they may intentionally or inadvertently provide one another with information that shall be considered confidential (the "**Confidential Information**"),

    b) their employees or persons in a similar position may, through the conduct or omission of the other Party, gain access to the other Party's Confidential Information.

9.2 The Parties undertake that neither of them shall disclose to any third party any Confidential Information obtained from the other Party in connection with the performance of this Agreement, and that neither Party shall use the Confidential Information contrary to the purpose of this Agreement or for its own benefit.

9.3 For the purposes of section 9.2, the following shall not be considered third parties:

    a) employees of the Parties and persons in a similar position,

    b) members of the governing bodies of the Parties,

    c) with respect to the Contracting Authority's Confidential Information, the Provider's external suppliers,

    d) with respect to the Provider's Confidential Information, the Contracting Authority's external suppliers,

provided that they participate in the performance of this Agreement or in activities connected to the Performance under this Agreement, the Confidential Information is disclosed to them solely for that purpose, and such disclosure is made only to the extent strictly necessary for fulfilling that purpose and under the same conditions as agreed between the Parties in this Agreement.

9.4 The Parties undertake to fully observe the duty of confidentiality and the obligation to protect Confidential Information arising from this Agreement and from applicable legal regulations. The Parties also undertake to instruct all persons who will participate in the performance of this Agreement on their behalf about the above-mentioned duties of confidentiality and protection of Confidential Information and to ensure compliance with such duties by all such persons.

9.5 All Confidential Information shall remain the exclusive property of the disclosing Party, and the receiving Party shall use the same degree of care to protect the Confidential Information as it uses to protect its own confidential information. Except to the extent necessary for the performance of this Agreement, the Parties undertake not to duplicate the Confidential Information, not to disclose it to any third party or to their own employees or representatives except those who need to know it for the purpose of performing this Agreement, and not to use the Confidential Information for any purpose other than the performance of this Agreement.

9.6 Unless the Parties expressly agree otherwise in writing, all information that is or could be part of a trade secret shall be considered confidential, i.e., for example, but not limited to, descriptions or parts of descriptions of technological processes and formulas, technical formulas and technical know-how, information on operating methods, procedures, and work processes, business or marketing plans, concepts and strategies or parts thereof, offers, contracts, agreements, or other arrangements with third parties, information about financial results, relationships with business partners, labor issues, and all other information whose disclosure by the receiving party could cause harm to the disclosing party.

9.7 Notwithstanding the above provisions, the following information shall not be considered confidential:

    a) information that has become publicly known without its disclosure violating the obligations of the receiving Party or legal regulations,

b) was demonstrably legally available to the receiving Party prior to the conclusion of this Agreement, provided that such information was not the subject of another agreement on the protection of information previously concluded between the parties,

c) is the result of a process in which the receiving Party arrived at it independently and is able to prove this with its records,

d) after the signing of this Agreement, is provided to the receiving Party by a third party that is not restricted in such handling of information,

e) is to be made available on the basis of a law or other legal regulation, including EU law or a binding decision of a competent public authority, is contained in the Agreement or the Client's consent to its disclosure.

9.8 A breach of confidentiality by either Party shall also include any situation where such duty is breached by any person listed in section 9.2 to whom that Party provided the other Party's Confidential Information.

9.9 Termination of this Agreement for any reason shall not affect the provisions of this Article 9, which shall remain in force even after the termination of this Agreement.

10 VALIDITY AND EFFECTIVENESS OF THE AGREEMENT

10.1 This Agreement is concluded for a fixed term, namely until the expiry of 60 months from the commencement of the provision of the Platform Services.

10.2 The place of performance under this Agreement shall be, in particular, the registered office of the Contracting Authority and further the territory of the Capital City of Prague and the Central Bohemian Region.

10.3 The Contracting Authority shall be entitled, in the event of a material breach of this Agreement by the Provider, to terminate this Agreement without a notice period or to withdraw from this Agreement. A material breach of this Agreement shall include, in particular:

a) failure to meet any date of provision by more than one month;

b) breach of confidentiality obligations by the Provider;

c) failure to provide the Performance under this Agreement properly or in accordance with applicable generally binding legal regulations, even after the Contracting Authority has issued a request for remedy;

d) the initiation of insolvency proceedings against the Provider;

e) the Provider being finally convicted of a criminal offence in proceedings conducted against the legal entity (the Provider).

10.4 The Provider shall be entitled to withdraw from this Agreement in the event of a material breach by the Contracting Authority, provided that the Provider first notifies the Contracting Authority in writing of the possible consequences of such breach and grants an additional period for remedy of at least five business days. A material breach of this Agreement by the Contracting Authority shall mean a delay in payment of an Invoice by more than thirty calendar days.

10.5 Withdrawal from this Agreement shall take effect upon delivery of a written notice of withdrawal to the other Party.

10.6 The Contracting Authority shall be entitled to terminate this Agreement in writing without stating a reason, with a notice period of two months, which shall expire at the end of the second month following the month in which the written notice was delivered to the Provider.

10.7 The Provider shall return to the Contracting Authority, within ten calendar days from the termination of this Agreement, all information and materials that were provided to the Provider by the Contracting Authority or by third parties in connection with the performance of this Agreement, unless the Parties agree otherwise.

10.8 Termination of this Agreement shall not affect the provisions regarding contractual penalties, the protection of Confidential Information, the right to compensation for damage arising from breach of contractual obligations, or provisions which, by their nature, are intended to survive the termination of this Agreement.

11   JOINT AND FINAL PROVISIONS

11.1 This Agreement shall be governed by the legal order of the Czech Republic and shall be interpreted in accordance therewith.

11.2 The Contracting Authority is, pursuant to Section 2(e) of Act No. 320/2001 Coll., on Financial Control in Public Administration, as amended, a person obliged to cooperate in the performance of financial control. The Provider acknowledges that the same rights and obligations applicable to the audited entity apply to the person obliged to cooperate. The Provider further undertakes to ensure fulfilment of this obligation also by any of its subcontractors.

11.3 The Parties acknowledge that this Agreement, including all of its annexes and any future amendments, shall be published in the Register of Contracts in accordance with Section 5 of Act No. 340/2015 Coll., on Special Conditions for the Effectiveness of Certain Contracts, their Publication and on the Register of Contracts, as amended (the "**Register of Contracts Act**"). The Parties declare that none of the information contained in this Agreement is considered a trade secret within the meaning of Section 504 of the Civil Code, and they grant consent to its use and publication without any further conditions.

11.4 The Provider may transfer its rights and obligations under this Agreement to a third party only with the prior written consent of the Contracting Authority. Section 1879 of the Civil Code shall not apply.

11.5 The Contracting Authority shall be entitled to unilaterally set off any of its claims against the Provider arising in connection with this Agreement.

11.6 The Provider assumes the risk of a change in circumstances within the meaning of Section 1765(2) of the Civil Code.

11.7 Abbreviations and terms defined in the body of this Agreement shall have the same meaning in its annexes, and vice versa, unless expressly stated otherwise in a specific annex or in this Agreement. Abbreviations and terms not defined in this Agreement or in its annexes shall have the meaning customarily attributed to them in the area of information and communication technologies.

11.8 The Parties undertake to take all measures to ensure that neither they nor any of their employees or representatives engage in any form of corrupt conduct, in particular conduct that could be perceived as accepting or offering a bribe, bribery, indirect bribery or any other corruption-related criminal offence under Act No. 40/2009 Coll., the Criminal Code, as amended. The Parties undertake not to provide, offer or promise a bribe to another person or for another person in connection with the management of public affairs or in connection with their business or the business of another person. The Parties further undertake not to accept a bribe or allow it to be promised, whether for themselves or for another person, in connection with the management of public affairs or in connection with their business or the business of another person. A bribe shall be understood as an unlawful advantage consisting of direct financial enrichment or other preferential treatment provided or intended to be provided to the bribed person or, with their consent, to another person,

to which there is no legal entitlement. The Parties shall also not tolerate any form of corruption or bribery among their business partners.

11.9 If any provision of this Agreement becomes invalid or unenforceable, this shall not affect the remaining provisions of this Agreement, unless mandatory legal provisions provide otherwise. In such a case, the Parties undertake to replace the invalid or unenforceable provision with a valid and enforceable one that most closely reflects the content and legal effects of the original provision, and they shall do so within 30 calendar days from the date one Party submits to the other a proposal for such replacement.

11.10 This Agreement is executed in two counterparts, one of which shall be received by each Party. If this Agreement is signed electronically, each Party shall receive an electronic copy signed in accordance with applicable legal regulations.

11.11 This Agreement becomes valid upon signature by both Parties and becomes effective upon its publication in the Register of Contracts. Publication in the Register of Contracts shall be arranged by the Contracting Authority.

11.12 This Agreement may be amended only in writing, and the Parties expressly exclude any other means or forms of amendment. For these purposes, communication by electronic or other technical means (e.g., e-mail, fax) shall not be considered written form. Either Party may challenge the validity of an amendment to this Agreement due to lack of form at any time, including after performance has commenced.

11.13 This Agreement contains the complete arrangement between the Parties regarding its subject matter and all provisions that the Parties intended to agree and consider essential for the binding force of this Agreement. No expression made by the Parties during the negotiation of this Agreement or after its signature shall be interpreted in contradiction to the express provisions of this Agreement, nor shall it establish any obligation for either Party.

11.14 The following annexes form an integral part of this Agreement:

Annex No. 1 — Technical Specification

Annex No. 2 — Price List

_____   _____

Operátor ICT, a.s.   **Operátor ICT, a.s.**

[TO BE ADDED]   [TO BE ADDED]

[TO BE ADDED]   [TO BE ADDED]

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[TO BE ADDED]   [TO BE ADDED]

[TO BE ADDED]   [TO BE ADDED]

[TO BE ADDED]   [TO BE ADDED]

Annex No. 1 – Technical specification

1 Definitions of Terms

1. **Platform:** A software tool for receiving, processing, analyzing, visualizing, and publishing data on shared micromobility, including a web application, API, and related services, provided as Software as a Service (SaaS).
2. **Vehicle**: A shared micromobility means of transport.
3. **Shared micromobility**: A service for the short-term use of vehicles via Operators' applications.
4. **Operator:** An operator of shared micromobility services. The Operator is the addressee of the Rules, provides data about Vehicles operated by the Operator, and is notified about violations of the Rules by such Vehicles.
5. **Rules:** Rules regarding the parking of Vehicles in defined Zones, restriction of entry into defined Zones, maximum speed within defined Zones, etc.
6. **Zone**: A geographically defined polygon on a map with assigned Rules.
7. **Station**: A Zone designated for the parking of Vehicles.
8. **Geographical area**: A geographically defined polygon on a map (e.g., a city district). The Platform enables viewing, analyzing, and filtering data and Rules related to the Geographical area.
9. **MDS (Mobility Data Specification)** (version 1.0 and higher): A data standard for the exchange of information between cities and shared mobility Operators, covering geography, Rules (Policy API), Vehicles, and their movement.
10. **GBFS (General Bikeshare Feed Specification)** (version 1.0 and higher): A data standard providing up-to-date information on the availability and status of shared micromobility vehicles.
11. **Municipality:** The Capital City of Prague, municipal districts, and/or organizations established or founded by it, as well as other entities designated by the Contracting Authority that administer the territory and define the Rules.
12. **Public Station:** A station defined by the Municipality. Any Operator's Vehicles can be parked at a Public Station.
13. **Private Station:** A station that is not a Public Station. Vehicles of one or more Operators can be placed at a Private Station.
14. **Notification:** An automated message regarding a Rule violation or the status of data sets, sent to the Operator or designated users at a defined time, containing detailed information necessary for remedy or further action.
15. **Incident:** A situation occurring when a Vehicle violates the defined Rules for a period longer than the time limit set by the Contracting Authority.

A. Performance under Article 1.2.1 of the Agreement: Platform Services

2 Platform

1. The Platform includes all necessary software provided in the form of Software as a Service (SaaS) for receiving, processing, analyzing, and visualizing data of Operators, Vehicles, Zones, Stations, Geographical Areas, and Rules.

2. The Platform provides a user interface for accessing, managing, and analyzing data through a web application that is fully responsive and optimized for use on desktop or laptop computers as well as mobile devices (including tablets and smartphones).

3. Data in the Platform, including statistical data calculated from data sets, must also be available via a secure API to enable integration with the Contracting Authority's external system. The Platform allows a complete export of all stored data for a selected time period through the web application or API. Together with each data export, the Provider supplies complete technical documentation for the API and export data formats, containing details on data structure and methods for calculating statistical data.

4. The Platform's availability must be at least 99.5% per calendar month. An outage of any part of the Platform (data reception, data processing, data access, web application availability, availability of the Policy and Geography API, etc.) is considered an outage of the entire Platform. The Provider may perform planned maintenance, which must be announced at least 10 calendar days in advance, including the reason and the exact time window. Planned maintenance must take place between 22:00 and 5:00 CET (CEST). The cumulative duration of planned maintenance must not exceed 8 hours per calendar month. Planned maintenance time is not counted in the Platform availability calculation. The Provider is obliged to monitor the achieved availability of the Platform. The Contracting Authority is entitled to automatically monitor the availability of the secure API for exporting data from the Platform (by the article 2, section 3 of this Annex No. 1 to the Agreement), the availability of the Policy and Geography API (by the article 5, section 9 of this Annex No. 1 to the Agreement), the availability of the Platform login page for Users (by the article 7, section 2, subsection 2.1 and 2.2 of this Annex No. 1 to the Agreement), and the public website (by the article 7, section 2, subsection 2.3 of this Annex No. 1 to the Agreement), and to use these results when evaluating the correctness of the Report.

5. The web application is available in Czech and English.

3 Commencement of Platform Services

1. Before the commencement of the provision of Platform Services, the Provider is entitled to perform preparatory activities, such as customization of the Platform necessary for fulfilling the Agreement (for example, the Czech language version of the system, configuration of the administrator user account), etc.

2. The Provider is obliged to notify the Contracting Authority in writing by e-mail, sent to the person authorized in technical matters, no later than 72 hours prior to the commencement date of the Platform Services, of the following:

a) the date on which the provision of Platform Services will commence,
b) the procedure by which the Contracting Authority can log in to the Platform via the administrator account,
c) the possible dates for conducting the initial training (at least three dates within a period of 15 calendar days starting from the commencement of the Platform Services, always between 9:00 and 16:00 CET/CEST on a working day).

3. From the commencement of the provision of Platform Services, the Provider is obliged to ensure the operation of the Platform in accordance with this Agreement, in particular:
   a) The implementation of data provided by the Contracting Authority into the Platform, i.e. in particular the integration of data sets in MDS and/or GBFS format from the Operators, and data on Zones, Geographical Areas, and Rules from the Contracting Authority.
   b) The routine operation of the Platform, i.e. the operation of all components of the Platform (data reception, data processing, data access, web application availability, availability of the Policy and Geography API, etc.).
   c) Platform support, i.e. initial training for Platform users, updates to the Platform or its components, technical support for resolving technical issues and/or obtaining additional information on how to use the Platform.

4 Data

1. All data must be stored in the countries of the European Union or the European Economic Area.
2. The Platform is fully compliant with the MDS and GBFS data formats.
3. The Platform validates data formats provided by Operators and monitors the availability of Operators' data sets. For each data set, the Platform provides real-time, up-to-date information on format status and availability. In the event a data set is unavailable or the data are erroneous, the Platform promptly sends a Notification to the Administrator.
4. The Platform provides at least the following metrics: number of vehicles and trips, vehicle utilization rate, vehicle status, and other data contained in MDS and GBFS. Metrics are displayed in the web application through charts, tables, and map visualizations. Within the web application, the Platform enables export to at least the following formats: CSV, GeoJSON, PDF, and PNG. The Platform automatically stores data for subsequent analysis, visualization, and download.
5. The Platform stores at least the following data about Vehicles: location, status, status-change time, and the history of information about the Vehicle. The Platform enables users to display these data in the web application on top of a map base layer. By default, the view shows the status of Vehicles according to the most recently stored data, and the user can select another point in time and filter Vehicles based on their properties, at least by Vehicle type, Operator, identifier (Vehicle ID), and Geographical area. The user can also display detailed information about a specific Vehicle.
6. Through the web application, the Platform visualizes O/D matrices by Stations and the number of trips on segments of the road network over time, with filtering by time, Geographical area, Vehicle type, and Operator. The Platform also enables export of these data, in particular in GeoJSON format.

7. Through the web application and the API, the Platform enables the import of Zones and Geographical areas, in GeoJSON format, and allows manual creation, editing, and deletion of Zones, including directly on the map base layer.

5 Rules for Operators

1. The Platform enables (manually or via API import) the configuration of Rules for Zones. Supported definitions include the delineation of a Zone for the placement of Vehicles and their type (Public Stations, Private Stations), Zones where Vehicle placement is prohibited, Zones with a maximum permitted speed, and Zones with restricted entry. Rules can be defined by Operator, Vehicle type, and Vehicle status.

2. For a Station, it is possible to define (manually or via API import) the maximum number of Vehicles. This attribute is optional.

3. A Private Station is a Zone designated by a specific Operator (or multiple Operators) that has secured the Station for the Vehicles it operates. The Platform must be capable of the configuration of a Private Station at which a specific Operator (or multiple Operators) may place its operated Vehicles. The Platform does not share any information about such a Private Station with other Operators.

4. For all types of Rules, it is possible to define a distance from the edge of a Zone (a distance buffer) to mitigate negative effects when evaluating GNSS-based positioning. The distance buffer is specified in meters. This function is configured centrally for all Zones, with the possibility of individual adjustment for a specific Zone.

5. For the following Rules, it is possible to define a notification time for the Operator (in minutes) and a penalty in CZK in the event of a violation: a Zone prohibiting the parking of Vehicles, a Zone with a maximum permitted speed, and Zones with restricted entry.

6. The Platform evaluates whether a Vehicle complies with the Rules and stores information on each Rule violation and its resolution, including all related details (such as the time of the violation and the resolution, coordinates, Vehicle type, Vehicle ID, Rule type, Operator, and penalty). The web application enables users to display an overview of Rule violations, which can be filtered by Rule type, Station, Geographical area, time, Operator, and Vehicle type. The Platform also sends, according to the Contracting Authority's instructions, daily, weekly, and/or monthly e-mails with reports on Rule violations and resolved violations to the e-mail addresses designated by the Administrator.

7. If a Rule is violated, the Platform promptly notifies the Operator of the Rule violation, including Vehicle and Rule details, the time at which an Incident occured, and the possible penalty amount. If the Rule violation is not resolved within the Incident time limit defined by the Contracting Authority, an Incident occurs. If an Incident occurs, the Platform promptly notifies the Operator, including details of the violation, Vehicle and Rule details, the times of the violation and the Incident, and the penalty amount. In the record, the violation is marked as an Incident with the assigned penalty value.

8. The web application enables users to manually enter a Rule violation for a specific Vehicle. The Platform enables users to mark a Rule violation as erroneous, thereby suppressing the violation. Such a suppressed violation is shown in the overview as suppressed. The purpose is to allow manual entry of Rule violations during physical

inspections and to allow manual correction to minimize "false positive" Rule violation reports.

9. The Platform publishes the Rules at a publicly accessible address in a machine-readable format, for which it provides technical documentation. This includes the sharing of Zones (Geography API) and Rules (Policy API) according to the MDS standard.

6 Calculation of fees and penalties for Operators

1. The Platform calculates the total monthly amount of fees (in CZK) that the specific Operator is obliged to pay to the Municipality. The unit price required for the fee calculation is provided to the Provider by the Contracting Authority. The Platform performs the calculation of fees according to the Contracting Authority's instruction based on one or more criteria (e.g., the number of Vehicles operated by the Operator, the number of completed trips, Vehicle type, utilization of Stations by Geographical areas). The Platform enables the generation of a report documenting the method used to calculate the fee amount for individual Operators. This report serves as the basis for invoicing between the Municipality and the Operators.

2. The Platform calculates the total monthly amount of contractual penalties (in CZK) that the respective Operator is obliged to pay to the Municipality due to the occurrence of an Incident. The amount of contractual penalties is provided to the Provider by the Contracting Authority. The Platform enables the generation of a report detailing how the penalty amount was calculated. This report serves as the basis for invoicing penalties between the Municipality and the Operators.

7 Users

1. The Platform enables access for up to 65 user accounts distinguished by login credentials (e-mail and password).

2. The Platform distinguishes the following user categories: *Administrator, User, Public (without login).*

    2.1 For a user in the *Administrator* category, the Platform enables at least the following functions: data import, manual interventions in the evaluation of Rule settings, management of user accounts, generation of micromobility service reports, and data analysis.

    2.2 For a user in the *User* category, the Platform enables at least the following functions: viewing and filtering data (according to individual parameters) and viewing micromobility service reports.

    2.3 For a user in the *Public* (*without login*) category, the Platform enables at least the following functions: viewing the public website presenting the Rules and an overview of Vehicles available for use (short-term rental) via the application of the respective Operator.

8 Data source management

1. The Platform displays an overview of data sets and their current status in the web application.

2. When detecting an incorrect format of input data, the Platform records the error. All records can be displayed through the web application or by another appropriate means; each record includes at least the start and end time of the error occurrence, the data source, and summary information about the error. The Platform simultaneously and promptly sends a Notification to the Administrator.

3. The Provider delivers the Platform Services in relation to all data implemented in the Platform. As part of the provision of Platform Services, the Provider is obliged to implement data sets from up to 4 Operators. The Provider is further obliged to implement additional data sets as part of Additional Services if agreed by the Parties in a separate agreement.

9 Customer support

1. The Provider delivers one-time introductory training for users of the Platform at a date agreed in accordance with this Agreement. The training focuses on the basic functions of the Platform (for example, creating additional user accounts and their permissions, configuring the process for sending micromobility service reports, displaying data sets on Vehicles, options for configuring Rules). Whenever an update to the Platform is implemented that has or may have an impact on the functionality or use of the Platform, the Provider is obliged to appropriately supplement the introductory training.

2. The Provider provides ongoing technical support for users of the Platform. The support also includes ensuring access to up-to-date training materials.

3. The Administrator may contact customer support for the purpose of resolving technical issues or obtaining additional information (for example via e-mail communication, online chat, or video call). Support must be available at minimum on working days from 09:00 to 16:00 CET/CEST.

B. Performance under Article 1.2.2 of the Agreement: Additional performance

10 Specification of Additional performance

1. The Provider ensures the delivery of Additional performance through the following expertise categories: Project Manager, Data Analyst, UX/UI Designer, Developer, Architect. Additional performance under Article 1.2.2 of the Agreement include in particular:

    1.1 Modifications to statistical data processing, including the definition of new metrics.

    1.2 Modifications to generated reports, their structure, content, visualizations, filters, and export formats.

    1.3 Modifications to the API and data connectors, addition of new endpoints, parameters, validations, or support for new data sources, etc.

    1.4 Customization of Zone functionalities, including adding attributes, adjusting evaluation logic, and expanding the options for importing or editing Zones.

    1.5 Customization of the web application, for example by adding map layers, controls, filters, or dashboards.

    1.6 User training beyond the introductory training, including the provision of new training materials.

    1.7 Consulting and analytical services, especially for data interpretation, preparation of materials for decision-making, evaluation of the impacts of Rules, or proposing system optimization.

    1.8 Implementation of data sets from Operators beyond the scope specified in Article 8, section 3 of this Annex No. 1 to the Agreement.

Annex No. 2 - Price list

Platform Services *			

Performance	Number of months	Price in CZK without VAT per month	Total tender price in CZK without VAT **
Platform Services	60		- CZK

* The Platform Services are specified in Article 1, Section 1.2, Subsection 1.2.1 and in Annex No. 1 of the Agreement on the provision of a shared micromobility platform services within the territory of the Capital City of Prague and related performances.
** Price for providing Platform Services for a period of 60 months. The price includes all costs of providing technology, making the Platform available, operating and supporting the Platform, initial training and training materials, and all licence fees pursuant to this Agreement.

Additional performance ***				

Expertise category	Estimated number of MDs	Price in CZK without VAT per MD	Estimated price in CZK without VAT by individual roles	Total estimated price of supplementary performance in CZK without VAT ****
Data analyst	70		- CZK	
UX / UI designer	50		- CZK	
Project manager	80		- CZK	- CZK
Developer	40		- CZK	
Architect	35		- CZK	

*** Additional performance is specified in Article 1, paragraph 1.2, subparagraph 1.2.2 and Annex No. 1 of the Agreement on the provision of a shared micromobility platform services within the territory of the Capital City of Prague and related performances.
**** Price for providing the estimated Additional performance for a period of 48 months. The maximum amount of this sum is CZK 3,000,000 excluding VAT.

Total tender price	- CZK