

# Contract on providing NUTS (Neeco Universal Tracking System) service (Technical specification)

## Identification of contractual parties

**Provider:** NEECO s.r.o

**Registered office:** Rečkova 1652/4, Žižkov  
130 00 Prague 3

**Business ID no.:** 28902980

**Authorized representative:**

(further only as the “**Provider**”)

**Subscriber:**

**Office/place of business:**

**Business ID no.:**

**Authorized representative:**

(further only as the “**Subscriber**”)

**Persons authorized to act on behalf of the Subscriber in this matter:**

Changes to the contract:

Tel./email:

Accounting for prices of provided services:

Tel./email:

Technical issues:

Tel./email:

## Subject of contract

The NUTS service (further only as the “Service”) is electronic monitoring and tracking designed for example for passenger cars, motorbikes, ships, containers, trailers, trailer trucks, railway carriages and other assets. The Service is provided by NEECO s.r.o., a company with registered office at Rečkova 1652/4, Žižkov (Prague 3), 130 00 Prague, business ID no.: 28902980, recorded in the Commercial Register administered by the Municipal Court in Prague, Section C, File 152142 (further only as “NEECO”)

## Service identification

**Service name:** NUTS

**Subscriber**

**Request for:**

establishing / changing / cancelling service

**Contract/version:**

**Replaces contract/version:**

## Place of providing service – data residence

Services under the NUTS Lite or Premium plan are provided in the following countries: Aland Islands, Albania, Czech Republic, Montenegro, Belgium, Bulgaria, Denmark, Estonia, Faroe Islands, Finland, France, Croatia, Germany, Greece, Hungary, Macedonia, Monaco, Ireland, Iceland, Italy, Kosovo, Lichtenstein, Lithuania, Latvia, Luxembourg, Malta, Cyprus, Netherlands, Norway, Isle of Man, Poland, Portugal, Austria, Romania, Russia, San Marino, Serbia, Slovakia, Slovenia, Spain, Sweden, Switzerland, Turkey, Vatican, Great Britain

Services under the World plan are provided in the following countries: All countries listed above + additional countries except for the following countries – Angola, Bahamas, Belize, Bhutan, Botswana, Djibouti, Guam, Guinea, Nauru, Cuba, Cook Islands, North Korea, Samoa, Syria, Iran, Ethiopia, Eritrea, Somalia, Turkmenistan, East Timor, Zambia, Zimbabwe

Customers can request the list of countries prior to subscribing to the service to check the current service availability in a specific country.

## Deadlines and timing of service (duration of contract)

### Establishing service – order

The service will be established at the latest within 30 days of the effective date of this contract, unless the parties agree otherwise in writing.

The Subscriber orders establishing the service via an order, which can be obtained at a request from the Provider’s sales representative or via [iot@neeco.com](mailto:iot@neeco.com) and <https://nuts.neeco.com> (further only as the “Order”). If the Subscriber requests a non-standard solution, the Provider will provide a quotation for the Subscriber based on an order and this quotation becomes binding after it has been confirmed by the Subscriber.

Pursuant to this Individual Contract, establishing the service means a moment when the Subscriber activates the service in the Provider’s system by logging in to the service portal at webpages <https://nuts.neeco.com>

Provider: NEECO s.r.o, Rečkova 1652/4, Žižkov - Prague 3, 130 00

NEECO s.r.o., <https://www.neeco.com/nuts>, [iot@neeco.com](mailto:iot@neeco.com), business ID no.: 28902980, tax ID no.: CZ28902980,

Company recorded in the Commercial Register administered by the Municipal Court in Prague, Section C, File 152142.

# Contract on providing service

## Minimum duration of service use

The minimum duration of service use for each individual unit (or in connection with other devices) in connection with a particular telephone number/individual SIM card is determined at 24 months of the date of establishing the Service (further only as the "Minimum Duration of the Service").

If the Service provision is terminated prior to the expiry of the Minimum Duration of the Service agreed upon in this Individual Contract for reasons on the part of the Subscriber (in particular by withdrawing from this contract or the General Contract on the part of the Provider, termination of the Subscriber's business activities, etc.), the Subscriber will be obliged to pay a contractual fine equal to the sum of all monthly fees for the service agreed upon in this Individual Contract remaining until the expiry of the Minimum Duration of the Service to the Provider, for each unit separately.

The contractual parties have furthermore agreed that if they agree on termination of the Individual Contract prior to expiry of the Minimum Duration of the Service agreed upon in this Individual Contract, the Subscriber will be obliged to pay an amount equal to the sum of all monthly fees for the service agreed upon in this contract remaining until the expiry of the originally agreed Minimum Duration of the Service to the Provider, for each unit separately. This payment is a lump-sum compensation for early termination of the contract prior to the expiry of the agreed Minimum Duration of the Service paid to the Provider (compensation of damage resulting from the Subscriber failing to fulfil its obligations under this contract).

## Price arrangements and specification

### NUTS units

UNIT NAME	UNIT PRICE	FLAT MONTHLY SERVICE FEE	PLAN NAME
GC095 NUTS M	*CZK 1	CZK 220	NUTS Premium

\*Discounted price based on a project price relating to contract number \_\_  
Postage charged to the Subscriber to the amount of CZK \_\_\_\_

NUTS Activation A) by Subscriber

by Provider

### Managed service

By choosing this service, you can pay one monthly price, which includes payment for unit(s), tariff(s), accessories and other additional services. Managed service can be negotiated as a fixed-term contract, with the maturity of the contract for at least 18 months. Managing service pricing is individual to the needs of the Subscriber. The Provider has the right to refuse the use and establishment of a Managed Service.

LENGHT OF CONTRACT	NO OF UNITS AND TYPES	FLAT MONTHLY SERVICE FEE	TARIF NAME
18 MONTHS			NUTS Premium

### INDIVIDUAL CONDITIONS OF MANAGED SERVICE

**ACCESSORY PRICES**

SA 092 000	Mains charger with cable	<b>CZK 230</b>
MD 092 001	Removal tool	<b>CZK 390</b>
MD 092 000	Holder for NUTS L	<b>CZK 850</b>
API	API for NUTS integration	<b>CZK 130</b>
Webhook	NUTS webhook	<b>CZK 100</b>
Installation	Installation of NUTS unit	<b>CZK 1 500</b>

The prices quoted in this contract are only valid if the NUTS service for at least one unit is established for the Subscriber based on an order within 30 days. The Subscriber is required to set up the NUTS Service within 30 days of signing this Agreement. The method of activating the service is listed above and must always be selected before signing the contract.

By signing this contract, the Provider undertakes to transfer the ownership of the relevant hardware unit/units to the Subscriber and the Subscriber undertakes to pay the agreed purchase price. When selling the relevant hardware unit/units, the Provider provides a 24-month warranty for each unit sold.

**Other provisions**

Customers may purchase additional services and accessories (holders, charger) not included in the NUTS service. The prices of the additional services and goods are listed in the ACCESSORY PRICE table. The prices are in CZK without VAT. Price for API and Webhook is in CZK without VAT for 1 unit and month. Prices are valid for the entire duration of this contract. This agreement is valid from **DD MM YYYY**

# Individual contract on providing service

## Service specification

1. The NUTS system is a set of technical and programming equipment that continuously collects information about the position of the asset and other parameters relating to the asset and transfers this information to a central server, where the available data is projected in maps provided to the Subscriber.
2. The NUTS unit must be purchased and installed on the relevant asset to allow collection of the required information. The Subscriber chooses the installation location. The unit can be relocated at any time even to a different asset. The Subscriber decides on the placement of the unit without having to obtain the provider's consent.
  - a. We recommend installing units in locations not enclosed in metal structures from all sides.
  - b. The Subscriber is responsible for placing the unit.
3. Access to online localization of the asset in the CR and/or the EU and/or worldwide (according to the service level selected) via the internet is subject of the NUTS monitoring service.
4. Definition of terms
  - a. The monitored asset means a vehicle or other mobile or static item that has been included in the NUTS electronic monitoring system.
  - b. The Subscriber selects the installation site according to their needs and options.

Function / Plan		Lite	Premium	World
Mobile application for iOS and Android		o	o	o
NUTS portal		x	o	o
OSM maps		o	x	x
Google maps		x	o	o
Alarm setting		o	o	o
Geographical zone setting / number		o / Unlim.	o / Unlim.	o / Unlim.
Notifications for customers		o	o	o
Data import / export		x / PDF	o	o
Data export to pdf, xls, xml, png according to report type		x	o	o
Weekly history		x	x	x
30-day history		o	x	x
Unlimited history		x	o	o
Travel log		o	o	o
Driver input		o	o	o
Private / business travel		o	o	o
Purpose of travel		o	o	o
Fuelling input		o	o	o
Driving style – detailed overview		x	o	o
Servicing / maintenance		x	o	o
Detailed statistics (speed, temperature, comparison of drivers, etc.)		x	o	o
EU plan included in price		o	o	x
World plan included in price		x	x	o
HW transferability		o	o	o
Position check		x	o	o
Creation of user accounts and rights		x	o	o
Basic tracking interval in minutes		3	3	3
Unit setting by customer (tracking in motion, stationary)		x	o	o

X – not included in the service  
O – included in the service

# Individual contract on providing service

## Contact person for NUTS

name and surname	
e-mail	
contact telephone number	

## General provisions

1. All prices quoted in this Individual Contract are stated exclusive of VAT; the currently valid VAT rate will be added to the prices.
2. Unless this contract specifies otherwise, the NUTS Service Terms and Conditions and the valid NUTS Technical specification available at <https://nuts.neeco.com/login.htm>.
3. The contractual parties have agreed that the Provider is entitled to change the Service Terms and Conditions unilaterally to a reasonable extent pursuant to the provisions of Section 1752 of the Civil Code. The contractual parties have agreed that if the Provider makes any changes resulting in significant deterioration of the terms and conditions of the Service, these changes will be notified to the Subscriber 30 days in advance. These changes will take effect as of the day specified in the notification provided to the Subscriber at least 30 days prior to the effective date of the relevant change. The Subscriber will be entitled to exercise its right to withdraw from the Individual Contract governing the provision of the service within the same time limit. If the Subscriber fails to exercise its right to withdraw, the Terms and Conditions of the Service will be automatically updated to the wording proposed by the Provider without the need to conclude an addendum.
4. The contractual parties have agreed that the Provider's liability for damage is limited by the maximum amount equal to the total amount paid by the Subscriber for the services under this contract during the last 12 months prior to the origination of the entitlement to damage compensation.
5. The contractual parties have expressly agreed that if (i) the minimum duration of the Individual Contract expires, and (ii) the Subscriber fails to conclude an addendum to this contract to extend this contract for another definite period of time of 24/36 months from signing the addendum within 3 months of receiving the relevant offer from the Provider, the Provider will be entitled to charge prices for the Services provided under this contract to the amount according to the currently valid Technical specification for Neeco customer and the NUTS service, rather than to the amount agreed upon in this contract. The Provider will inform the Subscriber about exercising this right. As of the first day of the accounting period following the delivery of the information referred to in the previous sentence to the Subscriber, the service prices agreed upon in the relevant individual contract will be automatically subject to the prices specified in the currently valid Technical specification for the NUTS service customer under the relevant individual contract, which will hereby cease to be valid. To avoid any doubts, the contractual parties have agreed that an addendum to the relevant Individual Contract does not need to be concluded for these purposes.
6. In the case of a breach of the contractual terms, legal regulations or third-party rights, the Provider is entitled to limit or suspend the provision of the services under this contract for the Subscriber, and in the case of a major breach, the Provider is also entitled to withdraw from this contract with immediate effect.
7. By signing this contract, the Subscriber confirms that they have familiarized themselves with the general specification of the service that determined more detailed conditions for providing this service, and that the Subscriber agrees with this general specification of the service. The currently valid version of this general specification is available at <https://nuts.neeco.com/login.htm> or upon request from the Provider.
8. This Individual Contract is concluded in two (2) counterparts, one for each of the contractual parties. This contract may only be amended in writing; exchange of e-mail or other electronic messages is not deemed communication in writing for the purposes of contract amendment.

Date: .....

Date: .....

Name and role of the Provider's authorized representative

Name and role of the Subscriber's authorized representative