

KUPNÍ SMLOUVA

(dále jen „smlouva“)

uzavřená ve smyslu § 2079 a násl. zákona č. 89/2012 Sb., občanský zákoník, ve znění pozdějších předpisů (dále jen „občanský zákoník“)

I.

Smluvní strany

- 1.1. Kupující:** **Česká zemědělská univerzita v Praze**
Sídlo: Kamýcká 129, 165 00 Praha – Suchbátka
Zastoupený: Ing. Janou Vohralíkovou, kvestorkou
bank. spojení: Česká spořitelna, a.s.
č. ú.: 500022222/0800
IČO: 60460709
DIČ: CZ60460709
(dále jen „**kupující**“) na straně jedné

a

- 1.2. Prodávající:** **Továrna na dokonalé programy, s.r.o.**
Sídlo: Bohúňova 1336/13, 149 00 Praha 4 - Chodov
Zastoupený: Ing. Václavem Šamšou, jednatelem
bank. spojení: Komerční banka, a. s.
č. ú.: 844345041/0100
IČO: 45272638
DIČ: CZ 45272638
zapsaný v OR u Městského soudu v Praze, oddíl C, vložka 9211
(dále jen „**prodávající**“) na straně druhé

(společně dále také jako „**smluvní strany**“)

uzavírají smlouvu v následujícím znění:

II.

Předmět smlouvy

- 2.1.** Touto smlouvou se prodávající zavazuje dodat kupujícímu licence software a služby netrvalého charakteru, tzv. subskripce, v rámci programu Academic License Agreement (dále jen „ALA“) od společnosti MicroFocus Ireland Software Limited, Attn. Tax Department, Corrig Court, Corrig Road, Sandyford Business Park, Dublin 18, Ireland (dále též jen „MicroFocus“) po dobu tří let ve třech dodávkách vždy s platností licencí na jeden rok.
- 2.2.** Dodávky licencí a služeb dle předmětu smlouvy mohou být realizovány pouze na základě uzavřené aktivní smlouvy Academic License Agreement (dále jen „smlouva ALA“) mezi kupujícím a poskytovatelem licencí.
- 2.3.** Používání licencí software MicroFocus se řídí smlouvou ALA, která je nedílnou součástí této smlouvy jakožto její příloha č. 2.

- 2.4. Prodávající se zavazuje dodat licence software, které jsou předmětem této smlouvy v množství, dodacích lhůtách a za dalších podmínek stanovených touto smlouvou.
- 2.5. Kupující se zavazuje převzít licence software a zaplatit sjednanou cenu podle podmínek sjednaných v této smlouvě.
- 2.6. Předmětem této smlouvy jsou následující licence software a služby – subskripce v rámci programu Academic License Agreement od MicroFocus:

P/N	Položka	Množství
976-000295	NetIQ Identity Manager Module for Database Workstation Academic License	3500 ks
876-000751	NetIQ Identity Manager Module for SharePoint and Office 365 Workstation Academic License	3500 ks
976-000290	NetIQ Identity Manager Standart Edition Workstation Academic License	3500 ks
876-000479	NetIQ Identity Manager Integration Module for Scripting Workstation Academic License	3500 ks
051-005364	Academic 5 Incident Pack – 24x7, EMEA	1 ks

III.

Způsob, termín a místo poskytování licencí

- 3.1. Dodávky licencí budou realizovány na základě aktivní smlouvy ALA, která byla oboustranně podepsána kupujícím a výrobcem licencí.
- 3.2. Prodávající zavazuje dodávat licence software elektronicky odpovědné osobě kupujícímu: Ing. Petru Štěpánovi na e-mailovou adresu: pstepan@oikt.czu.cz
- 3.3. Licence software MicroFocus budou dodány kupujícímu ve třech dodávkách:
1. dodávka licencí software v rozsahu čl. 2.6. této smlouvy do 31. března 2019.
 2. dodávka licencí software v rozsahu čl. 2.6. této smlouvy do 31. března 2020.
 3. dodávka licencí software v rozsahu čl. 2.6. této smlouvy do 31. března 2021.
- 3.4. Smlouva se uzavírá na období 3 let se třemi dodávkami licencí netrvalého charakteru, tzv. Subskripcí MicroFocus dle čl. 2.6 této smlouvy a v rozsahu dle čl. II. této smlouvy.

IV.

Cena a platební podmínky

- 4.1. Smluvní strany se dohodly, že za předmět smlouvy uvedený v čl. II. bude platit kupující prodávajícímu každý rok částku uvedenou v příloze č. 1 této smlouvy.
- 4.2. Daň z přidané hodnoty bude stanovena a odvedena v souladu s právními předpisy platnými a účinnými v době uskutečnění zdanitelného plnění.

- 4.3.** Rozpis celkové ceny a jednotlivých položek předmětu smlouvy je uveden v příloze č. 1 smlouvy.
- 4.4.** Cena je sjednána jako nejvýše přípustná, včetně všech poplatků a veškerých dalších nákladů spojených s plněním předmětu této smlouvy. Cena zahrnuje veškeré náklady prodávajícího. Kupní cena zahrnuje i případné náklady na správní poplatky, daně, cla, schvalovací řízení, provedení předepsaných zkoušek, zabezpečení prohlášení o shodě, certifikátů a atestů, převod práv, pojištění, přepravní náklady apod.
- 4.5.** Cena bude uhrazena v CZK, přičemž je stanovena na základě aktuálního devizového kurzu USD. Dojde-li po uzavření smlouvy ke změně kurzovního poměru obou měn, musí být určený peněžní závazek zaplacen tak, aby částka v zajišťující měně (USD) zůstala nezměněná. Při tom je rozhodný devizový kurz vyhlášený ČNB v době podání nabídky prodávajícím v zadávacím řízení k veřejné zakázce, jež vedlo k uzavření této smlouvy, a v den vystavení faktury podle odst. 4.6. tohoto článku.
- 4.6.** Cena za poskytování předmětu smlouvy bude uhrazena na základě faktury – daňového dokladu. Faktura bude vystavena v den dodání elektronických licencí software za každou ze tří dodávek licencí software s platností vždy na jeden rok.
- 4.7.** Daňový doklad – faktura musí obsahovat všechny náležitosti řádného účetního a daňového dokladu ve smyslu příslušných právních předpisů, zejména zákona č. 235/2004 Sb., o dani z přidané hodnoty, ve znění pozdějších předpisů. V případě, že faktura nebude mít odpovídající náležitosti, je kupující oprávněn ji vrátit ve lhůtě splatnosti zpět prodávajícímu k doplnění, aniž se tak dostane do prodlení se splatností. Lhůta splatnosti počíná běžet znovu od opětovného doručení náležitě doplněné či opravené faktury kupujícímu.
- 4.8.** Splatnost faktury je 30 dnů ode dne jejího prokazatelného doručení kupujícímu. Fakturu je prodávající povinen doručit na adresu: Česká zemědělská univerzita v Praze, Ekonomický odbor, Kamýcká 129, PSČ 165 00 Praha – Suchbátka nebo elektronicky prostřednictvím následující emailové adresy: faktury.oikt@czu.cz. Jiné doručení nebude považováno za řádné s tím, že kupujícímu nevznikne povinnost fakturu doručitou jiným způsobem uhradit.
- 4.9.** Za den platby se považuje den odepsání fakturované částky z bankovního účtu kupujícího ve prospěch bankovního účtu prodávajícího.
- 4.10.** Úhrada kupní ceny nebo její části bude prodávajícímu převedena na jeho účet zveřejněný správcem daně podle § 98 zákona č. 235/2004 Sb., o dani z přidané hodnoty, ve znění pozdějších předpisů, a to i v případě, že na faktuře bude uveden jiný bankovní účet. Pokud prodávající nebude mít bankovní účet zveřejněný podle § 98 zákona č. 235/2004 Sb., o dani z přidané hodnoty, ve znění pozdějších předpisů, správcem daně, provede kupující úhradu na bankovní účet až po jeho zveřejnění správcem daně, aniž by byl kupující v prodlení s úhradou. Zveřejnění bankovního účtu správcem daně oznámí prodávající bezodkladně kupujícímu.

V.

Práva a povinnosti stran

- 5.1.** Prodávající je povinen dodat zboží v dohodnutém množství, jakosti a provedení. Veškeré zboží dodávané prodávajícím kupujícímu z titulu této smlouvy musí splňovat kvalitativní požadavky dle této smlouvy.

- 5.2. Prodávající je povinen dodat zboží bez vad kupujícímu v souladu s podmínkami této smlouvy, přičemž za řádné dodání zboží se považuje jeho převzetí kupujícím.
- 5.3. Prodávající je povinen kupujícímu předat doklady, které jsou nutné k převzetí a k užívání zboží a provést zaškolení obsluhy. Vše výlučně v českém jazyce a podle předpisů platných v ČR, pokud nebude dohodnuto jinak.
- 5.4. Prodávající je povinen neprodleně vyrozumět kupujícího o případném ohrožení doby plnění a o všech skutečnostech, které mohou předmět plnění znemožnit.
- 5.5. Prodávající odpovídá kupujícímu za škodu způsobenou porušením povinností podle této smlouvy nebo povinnosti stanovené obecně závazným právním předpisem.

VI.

Sankční ujednání

- 6.1. V případě nedodržení termínu dodání je prodávající povinen uhradit kupujícímu smluvní pokutu ve výši 0,05% z celkové ceny předmětu smlouvy vč. DPH za každý i započatý kalendářní den prodlení.
- 6.2. Kupující je povinen zaplatit prodávajícímu za prodlení s úhradou faktury po sjednané lhůtě splatnosti úrok z prodlení ve výši 0,05% z dlužné částky včetně DPH dle příslušné faktury za každý byť započatý den prodlení.
- 6.3. Kupující je oprávněn od této smlouvy odstoupit v případě, že prodávající bude v prodlení s dodávkou předmětu plnění po dobu delší než třicet dní.
- 6.4. Prodávající je oprávněn od této smlouvy odstoupit v případě, že kupující bude v prodlení s úhradou svých peněžitých závazků vyplývajících z této smlouvy po dobu delší než třicet dní.
- 6.5. Kupující je oprávněn od smlouvy odstoupit v případě, že podle údajů uvedených v registru plátců DPH se prodávající stane nespolehlivým plátcem DPH.
- 6.6. Odstoupení od smlouvy se nedotýká zejména nároku na náhradu škody, a smluvní pokuty.

VII.

Záruka za jakost, podmínky hlášení vad spojených s dodávkami licencí software

- 7.1. Záruční podmínky dodávaných produktů se řídí smlouvou ALA uvedenou v čl. 2.3. této smlouvy. Záruční doba počíná běžet dnem dodání licencí kupujícímu způsobem popsáním v čl. 3.2 této smlouvy.
- 7.2. Kupující je povinen písemně ohlásit prodávajícímu záruční vady neprodleně. Odstranění záručních vad provede prodávající bezplatně ve lhůtě maximálně 5 pracovních dní počínaje dnem následujícím po písemném ohlášení vady, případně prodávající dohodne s kupujícím jinou dobu odstranění reklamované vady. V případě nedodržení těchto termínů je kupující dále oprávněn nedostatky nechat odstranit třetí osobou na náklady prodávajícího, a to i bez předchozího upozornění na tuto skutečnost.
- 7.3. V případě odstranění vady v záruční době se tato prodlužuje o dobu od oznámení závady kupujícím po její odstranění prodávajícím.

- 7.4.** Reklamací lze uplatnit nejpozději do posledního dne záruční doby, přičemž i reklamace odeslaná v poslední den záruční doby se považuje za včas uplatněnou. Vada musí být nahlášena kupujícím písemně bez zbytečného odkladu po jejím zjištění, a to e-mailem. Kontaktní údaje prodávajícího pro hlášení vad jsou:

- e-mail: sales@tdp.cz

VIII. Ostatní ujednání

- 8.1.** Prodávající není bez předchozího písemného souhlasu kupujícího oprávněn postoupit práva a povinnosti z této smlouvy na třetí osobu.
- 8.2.** Smluvní strany jsou povinny bez zbytečného odkladu oznámit změnu údajů uvedených v záhlaví smlouvy.
- 8.3.** Prodávající garantuje, že poskytnutím licenčních práv k software neporušuje práva třetích stran ani zákon o právu autorském.

IX. Závěrečná ustanovení

- 9.1.** Vztahy mezi stranami se řídí českým právním řádem. Ve věcech smlouvou výslovně neupravených se právní vztahy z ní vznikající a vyplývající řídí příslušnými ustanoveními občanského zákoníku a ostatními obecně závaznými právními předpisy.
- 9.2.** Tato smlouva nabývá platnosti dnem jejího podpisu oběma smluvními stranami a účinnosti dnem jejího uveřejnění v souladu se zákonem č. 340/2015 Sb., o zvláštních podmínkách účinnosti některých smluv, uveřejňování těchto smluv a o registru smluv (zákon o registru smluv), ve znění pozdějších předpisů.
- 9.3.** Tato smlouva se uzavírá na dobu určitou, tzn. na dobu tří let ode dne doručení první dodávky licencí software.
- 9.4.** Smluvní strany se zavazují, že veškeré spory vzniklé v souvislosti s realizací smlouvy budou řešeny smírnou cestou – dohodou. Nedojde-li k dohodě, budou spory řešeny před příslušnými obecnými soudy.
- 9.5.** Veškeré změny či doplnění smlouvy lze učinit pouze na základě písemné dohody smluvních stran. Takové dohody musí mít podobu datovaných, číslovaných a oběma smluvními stranami podepsaných dodatků smlouvy.
- 9.6.** Tato smlouva je vyhotovena ve třech (3) stejnopisech, z nichž prodávající obdrží jedno vyhotovení a kupující obdrží dvě vyhotovení.
- 9.7.** Nedílnou součástí této smlouvy jsou následující přílohy:
Příloha č. 1 – Cenová kalkulace
Příloha č. 2 – Smlouva ALA
- 9.8.** Prodávající bezvýhradně souhlasí se zveřejněním plného znění smlouvy tak, aby tato smlouva mohla být předmětem poskytnuté informace ve smyslu zákona č. 106/1999 Sb., o svobodném přístupu k informacím, ve znění pozdějších předpisů. Prodávající rovněž

souhlasí se zveřejněním plného znění smlouvy podle zákona č. 134/2016 Sb., o zadávání veřejných zakázek, ve znění pozdějších předpisů, jakož i s uveřejněním smlouvy podle zákona č. 340/2015 Sb., o zvláštních podmínkách účinnosti některých smluv, uveřejňování těchto smluv a o registru smluv (zákon o registru smluv), ve znění pozdějších předpisů.

- 9.9.** Prodávající bere na vědomí a souhlasí, že je osobou povinnou ve smyslu § 2 písm. e) zákona č. 320/2001 Sb., o finanční kontrole, ve znění pozdějších předpisů. Prodávající je povinen plnit povinnosti vyplývající pro něho jako osobu povinnou z výše citovaného zákona
- 9.10.** Smluvní strany prohlašují, že si smlouvu před jejím podpisem přečetly a s jejím obsahem bez výhrad souhlasí. Smlouva je vyjádřením jejich pravé, skutečné, svobodné a vážné vůle. Na důkaz pravosti a pravdivosti těchto prohlášení připojují oprávnění zástupci smluvních stran své vlastnoruční podpisy.

V Praze dne

V Praze dne

Za kupujícího:

Česká zemědělská univerzita v Praze

Za prodávajícího:

Továrna na dokonalé programy, s. r. o.

.....
Ing. Jana Vohralíková
kvestorka

.....
Ing. Václav Šamša
jednatel

This Academic License Agreement ("ALA" or "Agreement") is entered into by **Novell Ireland Software Limited** with offices at Corrig Court, Corrig Road, Sandyford Business Park, Dublin 18, Ireland ("Novell"), and the customer identified below ("Customer").

Customer Legal Name:	ZEPA ZEMEDĚLSKÁ UNIVERZITA V PRAZE
Customer Address:	KAMÝČKA 129 16521 PRAHA 6 - JUCHOZ ČESKÁ REPUBLIKA
Primary Contact Name:	Ing. PETR ŠTĚPÁN
Primary Contact Phone:	00420 224 38 63 35
Primary Contact E-mail:	RŠTEPAN@OUT.CZU.CZ

1 Definitions. Capitalized terms used in the ALA are defined as follows:

1.1 ALA License Fee means the license fee set forth in the ALA Annual Fee Worksheet that Customer must pay annually to be licensed under this ALA to use the Software.

1.2 Annual Period means the period beginning on the first day of the month following the Effective Date and ending one year thereafter, and each consecutive one-year period thereafter during the ALA Term.

1.3 Authorized Users means Customer's students, faculty and administrative personnel for which the ALA License Fee has been paid.

1.4 Customer means an educational organization that has been approved by Novell and has signed this Agreement. The Customer signing this Agreement will be responsible for the obligations of other schools or entities which participate under this Agreement.

1.5 Effective Date means the later of the dates this Agreement is executed by Customer and Novell.

1.6 FTE means a Full-Time Equivalent faculty personnel, staff, or student. The number of Customer's FTEs shall be calculated as the sum of (a) the number of full-time faculty and staff plus the total number of part-time faculty and staff work hours in an average work week divided by 40; and (b) the number of full-time students plus the total number of part-time student credit hours divided by the number of credits that Customer uses to identify full-time status.

1.7 Internal Use means use by Authorized Users, consultants and contractors for Customer's internal operations.

1.8 Master Software means master media available from Novell

from which Customer may make copies to install the Software.

1.9 Software means the Novell software licensed under this ALA as identified on the ALA Annual Fee Worksheet.

1.10 Update means a fix or compilation of fixes released by Novell to correct operation defects (program bugs) in the Software.

1.11 Upgrade means any new version of a Software product which bears the same product name, including version changes evidenced by a number change immediately to either the right or left of the decimal (for example, Novell Identity Manager 3.5 to 3.6 or GroupWise 7.0 to 8.0). If a question arises as to whether a product offering is an Upgrade or a new product, Novell's opinion will prevail provided Novell treats the product offering the same for its end user customers generally.

1.12 Workstation means (a) a computer that is owned or leased and operated by Customer, and (b) any other personal computer that is allowed to connect to Customer's network. In calculating the total number of Workstations in part (b) above, Customer may choose to count instead the maximum number of connections available to Authorized Users to connect to Customer's network using computers not owned or leased by Customer.

2 Licenses. Subject to the Agreement provisions, Novell grants and Customer accepts a non-exclusive, non-perpetual, non-transferable license to use the Software identified on the ALA Annual Fee Worksheet for Internal Use by Authorized Users on Customer's Workstations. Software that includes non-Novell products, evaluation products, or products requiring key activation, may require additional purchase if Customer chooses to be licensed to use such products.

2.1 Department Workstation. If Customer purchases under the ALA for less than an entire organization, such purchase must be made using Department Workstation pricing, and only Authorized Users within the department or organizational unit for which the Workstation price was paid are licensed to use the Software.

2.2 Limited Warranty. The Software is subject to the license terms and restrictions set forth in the applicable End User License Agreement ("EULA") that accompanies a Software product. Each EULA for a product licensed under this ALA is incorporated into this Agreement. If there is a conflict between the terms of the EULA and this Agreement, the Agreement terms shall govern. For 90 days from Customer's date of purchase, Novell warrants that (1) any media on which the Software is delivered is free from physical defects; and (2) the Software will substantially conform to the applicable Software documentation. If the defective items are returned to Novell or if Customer reports the nonconformity to Novell within 90 days from the date of purchase, Novell will at its sole discretion either resolve the nonconformity or refund the ALA License Fee Customer paid for the Software in question. Any unauthorized use or modification to the Software voids this warranty. The foregoing warranty does not apply to Software provided free of charge. SUCH SOFTWARE IS PROVIDED "AS IS" WITHOUT ANY WARRANTIES OF ANY KIND.

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2.4 DISCLAIMER OF WARRANTIES. EXCEPT AS EXPRESSLY SET FORTH IN THIS LIMITED WARRANTY SUBSECTION AND AS OTHERWISE RESTRICTED BY LAW, NOVELL DISCLAIMS AND EXCLUDES ANY AND ALL IMPLIED WARRANTIES INCLUDING ANY WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. NOVELL MAKES NO WARRANTY, REPRESENTATION OR PROMISE NOT EXPRESSLY SET FORTH IN THIS LIMITED WARRANTY. NOVELL DOES NOT WARRANT THAT THE SOFTWARE OR SERVICES WILL BE WITHOUT DEFECT OR ERROR, SATISFY CUSTOMER REQUIREMENTS, OR PROVIDE UNINTERRUPTED USE OF THE SOFTWARE.

3 Program Changes. The ALA Program Guide is available at <http://www.novell.com/licensing> and forms an integral part of this Agreement. To the extent of any conflict between the terms of this Agreement and the ALA Program Guide, the terms of this Agreement will prevail. Any changes will apply only to purchases made after the effective date of the changes. If any material change to the ALA program has an adverse effect on Customer's participation in it, Customer will be entitled to terminate the Agreement by giving written notice to Novell within 30 days after receiving notice from Novell of such a change.

4 Master Software and Documentation.

4.1 Master Software and Documentation. Novell will make available Master Software for the Software ordered from the ALA Annual Fee Worksheet. Documentation for Software may be made available in electronic format on Novell's web site and/or provided with the Software.

4.2 Delivery. For delivery from the U.S. to destinations within the U.S.A., delivery terms are FOB Novell's Dock (INCOTERMS 2010). Novell will ship ground only and prepay freight from Novell's Dock to Customer's forwarder or named destination. All other freight arrangements will be billed to Customer. For delivery from the U.S. to destinations outside the U.S.A., delivery terms are DAT POE (Delivered at Terminal—Port of Entry) as defined in INCOTERMS 2010. Novell will select a carrier and will prepay shipping and handling charges. Customer will be responsible for all applicable import duties and value added tax, goods and services tax, or other similar taxes and fees. For delivery within Europe, the Middle-East and Africa ("EMEA"), delivery terms will be Carriage Paid To (C.P.T.) Destination, as defined in INCOTERMS 2010. Novell will select a carrier, prepay the freight and invoice Customer for freight and any handling costs. Destinations for E.U. countries will be Customer's nominated delivery point; for non-E.U. countries, destination will be the point of import. The term C.P.T. does not include the payment by Novell of taxes or any applicable import duties.

4.2.1 Electronic Delivery. For Software delivered by Novell hereunder by electronic means directly to Customer outside the U.S.A., Customer's license to use the Software shall arise at the location of the computer on which the Software is first used by Customer, and delivery of the Software so supplied shall be deemed to occur where download is completed successfully at

the destination computer. For deliveries within EMEA (i.e. originating in Ireland), the Software shall be considered delivered using the Incoterm (2010) C.P.T. (Carriage Paid To) Destination.

4.3 Title & Risk of Loss. For shipment within the United States, title to any deliverables, exclusive of Novell's rights to intellectual property, and risk of loss will pass to Customer upon delivery to Customer's carrier. For shipments from the U.S. to outside the U.S., title to and risk of loss will remain with Novell until the shipment arrives at the importing country's entry port (or at a bonded warehouse within Canada or Mexico if Customer so requests shipment). For shipments originating in Ireland, title to and risk of loss passes to Customer at the Irish shipment point. Notwithstanding the above provisions, no title to Master Software is transferred to Customer.

4.4 Duplication. All copies of Software must be made from the Master Software and must reproduce any serial numbers and all proprietary rights notices.

5 Upgrades and Technical Support. If Novell commercially releases any Upgrades and/or Updates during the period covered by Customer's ALA License Fee, Novell will make such Upgrades and/or Updates available to Customer within a reasonable period of time after they become commercially available. No technical support is included in the ALA. Technical support may be purchased under a separate contract.

6 Placing Orders and Payment Terms.

6.1 ALA License Fee. Customer must submit a completed ALA Annual Fee Worksheet and/or a proper purchase order to Novell or an authorized Novell academic fulfillment agent for their ALA License Fee at least 15 days prior to the expiration date of Customer's then-current ALA Annual Period ("Order Due Date"). Orders submitted after the Order Due Date will incur a late order fee equal to 10% of the ALA License Fee. The late order fee is in addition to annual ALA License Fees, late payment interest, and other obligations that may be due and payable. To participate in the ALA program, Customer's ALA License Fee, as calculated per the ALA Annual Fee Worksheet, must be a minimum of USD \$5,000. The non-refundable ALA License Fee will be due and payable in USD within 30 days from the date of invoice. However, for orders requesting shipment and billing to a country whose currency is required by the applicable Novell price list, the purchase orders must be issued, and the fees paid in the required currency. Orders issued in response to quotes must correspond to the currency in which the quote was made.

6.2 Price and Product Changes. Novell may revise the ALA Annual Fee Worksheet at any time to (a) change the prices for Software licenses or other deliverables, or (b) add or delete available products or other offerings. Separate from Customer's ALA License Fee purchases, Customer may purchase Novell licenses available under Novell's Volume License Agreement Program ("VLA"). VLA terms and conditions shall apply to such purchases.

6.3 Taxes. Prices are exclusive of all applicable taxes. Customer agrees to pay and bear the liability for all applicable taxes associated with this Agreement or any Schedule thereto, including but not limited to sales, use, excise, added value and similar taxes and all customs, duties or governmental impositions, but excluding taxes on Novell's net income, such as a withholding tax required under local law. Customer agrees to provide Novell with the original receipt documenting any withholding tax levied. Any tax or duty Novell may be required to collect or pay upon the delivery or distribution of the Novell

Software will be paid by Customer, and such sums shall be due and payable to Novell upon delivery. If Customer claims a tax exemption, Customer must provide Novell with valid tax exemption certificates in advance of any remittance otherwise required to be made by Novell on behalf of, or for the account of, Customer. Certificates should be mailed, e-mailed, or faxed to the following:

Novell Ireland Software Ltd.
Attn. Tax Department
Corrig Court, Corrig Road
Sandyford Business Park
Dublin 18
Fax: +353 1 6058070
Email: tax@novell.com

6.4 Late Payments. Payments made later than the invoice due date will accrue interest from the date due to the date paid at the lesser of the rate of 12% per year or the highest rate allowed by applicable law. Customer will pay reasonable costs and attorney's fees if Novell is required to undertake collection measures against Customer.

7 Term and Termination.

7.1 Term. This Agreement will begin on the Effective Date and will remain in effect for a period of three years after the first day of the month following the Effective Date ("Term"). At the end of the Term, this Agreement will be automatically renewed for additional three-year terms until either party gives written notice at least 30 days prior to the end of the Term.

7.2 Termination for Cause. Either party may terminate this Agreement upon written notice for the breach by the other party of any material term, if such breach is not cured within 30 days following receipt of written notice of breach from the non-breaching party. If Customer terminates this Agreement for cause, Novell will refund Customer any prorated portion of the ALA License Fees paid for the period beyond termination.

7.3 Effect of Termination. Upon Agreement termination, all licenses and rights granted under the ALA will immediately terminate, and Customer shall destroy all Master Software and remove all Software copies. Within 30 days after termination Customer shall certify in writing that all copies of Software for which no continuing licenses have been separately purchased have been removed and that all fees due have been paid. The terms of the applicable EULAs shall govern Customer's use of any continuing licenses that Customer purchases.

8 Formal Audits. Customer will keep complete and accurate records of all Software use. Novell may at its expense and upon no less than 5 working days written notice audit Customer installation, use, or access of the Software and related records and ALA payments. As part of such audit, Novell is entitled to obtain physical and electronic data concerning all Software installation, use, or access at each of Customer's offices, regardless of their location. At Novell's option, the audit may be conducted either by Novell or by its authorized representative, and will not interfere unreasonably with Customer business activities. An audit will be conducted no more often than once per calendar year at a location, unless a previous audit disclosed a material discrepancy. If an audit shows Customer to have underpaid fees, Customer must promptly purchase from Novell at list price sufficient licenses and Maintenance to support the actual deployment, including Maintenance to support the shortfall. If an audit shows Customer has underpaid amounts owing by more than 5%, Customer will also within 30 days pay

the reasonable expenses of the audit.

9 LIABILITY LIMITATIONS.

9.1 Indirect Damages. TO THE EXTENT ALLOWED BY APPLICABLE LAW, NEITHER NOVELL NOR CUSTOMER WILL BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES WHETHER UNDER CONTRACT OR IN TORT (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR INTERRUPTION OF BUSINESS, LOSS OF BUSINESS, LOSS OF PROFITS AND LOSS OF USE OF DATA) RELATED TO OR ARISING OUT OF THIS AGREEMENT, EVEN IF THE BREACHING PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS SECTION DOES NOT APPLY TO VIOLATIONS BY EITHER PARTY OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS.

9.2 Direct Damages. Novell's liability for damages of any type arising out of or related to this Agreement shall be limited to the greater of 1.25 times the actual amounts paid by Customer for the licenses, service, or deliverable in question, or Euro €10,000. This subsection does not apply to any damages for personal injury or tangible property caused by the negligence or willful default of Novell.

10 General Terms.

10.1 Notices. Notices to a party must be in writing and sent to the party's address provided above or such other address as a party may provide in writing. Notices may be delivered in a format reasonably chosen by the notifying party.

10.2 Confidentiality Obligations. The receiving party of Confidential Information will exercise reasonable care to protect any Confidential Information from unauthorized disclosure or use. The receiving party may disclose Confidential Information only to its employees or agents with a need to know such information and will inform such employees and agents by way of policy or agreement that they are bound by confidentiality obligations. "Confidential Information" means the terms of this Agreement and any other information that (i) if disclosed in tangible form, is marked in writing as confidential, or (ii) if disclosed orally or visually, is designated orally at the time of disclosure as "confidential." Confidential Information will not include information (a) already in the receiving party's possession without obligation of confidence; or (b) independently developed by the receiving party; or (c) that becomes available to the general public without breach of this Agreement; or (d) rightfully received by the receiving party from a third party without obligation of confidence; or (e) released for disclosure by the disclosing party with its written consent; or (f) required to be disclosed by law, regulation, or court order. These confidentiality obligations will survive 3 years after expiration or termination of this Agreement. Novell retains the right to use its knowledge and experience (including processes, ideas, and techniques) learned or developed in the course of providing any services to Customer.

10.3 Law. Each party will, at its own expense, comply with any applicable law, statute, administrative order, or regulation. This Agreement will be governed by the substantive laws of the State of Utah, unless the laws of the state, province, or country of Customer's domicile require otherwise, in which case the laws so required will govern. However, if Customer's principal residence is in (a) a member state of the European Union or (b) a member state of the European Free Trade Association (c) the Republic of South Africa, or (d) Canada, the governing law is that of the country of Customer's principal residence (and for Canadian customers, the law of the Province of Ontario). If Customer's

principal residence is in any other country in Europe the applicable law will be the law of the Federal Republic of Germany. If Customer's principal residence is in the Middle-East or Africa (except South Africa), the applicable law will be the law of England. If a party initiates legal proceedings related to this Agreement, the prevailing party will be entitled to recover reasonable attorney's fees.

10.4 Assignment. This Agreement and any rights or obligations under it may not be transferred, assigned, or sublicensed without the prior written approval of Novell. Any such attempted action, by operation of law or otherwise, will be invalid.

10.5 Severability / Waiver. If a provision is held invalid or unenforceable, the provision will be severed to the extent of such invalidity, or unenforceability, and shall not affect or impair the remaining provisions hereof. No waiver of any contractual right shall be effective unless made in writing signed by an authorized representative of the waiving party.

10.6 Entire Agreement. This Agreement sets forth the entire agreement and understanding between the parties as to its subject matter. This Agreement supersedes all prior and contemporaneous agreements, proposals and statements on this subject matter. Except as may be expressly provided for in this Agreement, including Novell's right to revise ALA prices, this Agreement may only be modified in a writing signed by authorized representatives of each party. Purchase order terms will not modify this Agreement unless the parties agree otherwise in writing.

10.7 Export Compliance. Any products or technical information provided under this Agreement may be subject to U.S. export controls and the trade laws of other countries. The parties agree to comply with all export control regulations and to obtain any

required licenses or item classification to export, re-export or import deliverables. The parties agree not to export or re-export to entities on the current U.S. export exclusion lists or to any embargoed or terrorist supporting countries as specified in the Export Administration Regulations (EAR). The parties will not use deliverables for prohibited nuclear, missile, or chemical biological weaponry end uses as specified in the EAR. Please consult the Bureau of Industry and Security web page: www.bis.doc.gov before exporting or re-exporting items subject to the EAR. Refer to: www.novell.com/info/exports/ for more information on exporting Software. Upon request, Novell can provide information regarding applicable export restrictions. However, Novell assumes no responsibility for Customer's failure to obtain any necessary export approvals.

10.8 Force Majeure. Neither party will be liable for delay nor failure to perform that arises out of causes beyond the reasonable control and without the fault or negligence of such party. A party will give prompt notice of any condition likely to cause any delay or default.

10.9 Survival. The provisions of this Agreement which by their nature extend beyond termination of the Agreement, including section 2 (Licenses), 8 (Formal Audits), 9 (Liability Limitations) and 10 (General Terms), will survive termination of the Agreement.

10.10 Intellectual Property Rights/Remedies. Nothing in this Agreement waives or limits extra-contractual rights or remedies available to Novell to protect its rights in the Software, including those available under U.S. copyright law, international treaties, or national copyright and intellectual property laws of the countries in which Customer may use the Software.

~~MICRO FOCUS SOFTWARE (IRELAND) LIMITED~~
~~NOVELL IRELAND SOFTWARE LIMITED~~

Signature: _____
Print Name: MARY HIGGINS
Title: Director
Date: 22/4/16

CUSTOMER

Signature: _____
Print Name: Ing. Jana Vohralikova
Title: Bursar
Date: 20.4.2016





Novell



Academic License Agreement Annual Fee Worksheet - EMEA

AUGUST 2015

[Academic Program Information Link](#)

Product Selection Instructions:

As part of the compliance and annual order process, this worksheet must be sent to EMEA_Contract_Admin@novell.com (for Europe, Middle East, Africa) or contracts@novell.com (rest of world).

Please indicate the models you will be using: ☐ FTE Model; ☒ Workstation Model; ☐ Dept. Workstation Model; ☐ Mobile Device

PRODUCT CALCULATION INSTRUCTIONS:

A. Place a mark in the column Model Selected box of the product(s) you wish to purchase OR select a Value Bundle. If a Value Bundle is not selected, at least four (4) products must be selected. There is a \$5000 minimum purchase requirement on the ALA.

B. Calculate the Total Bundled Price (TBP) by adding the appropriate prices of the products selected and the appropriate pricing model. You should have a Total Bundled Price (TBP) for each pricing model (Workstation/Dept Workstation, FTE, Mobile Device) from which you are purchasing.

C. The Total Bundled Price will be used to calculate the Annual Fee.

You may not use the FTE model in calculating your Annual Fee unless your FTE population exceeds your Workstation count.

TO PREVENT DELAYS IN PROCESSING YOUR RENEWAL ORDER, PLEASE SUBMIT BOTH YOUR PURCHASE ORDER AND COMPLETED WORKSHEET TOGETHER

MOBILE DEVICE LICENSE:

Upon purchase of a license for Novell ZENworks Mobile Management, the following terms become part of Your ALA.

To acquire a Mobile Device License, You must purchase a license for each Mobile Device. To acquire a FTE license, you must purchase a license for all FTE. Subject to the terms and conditions of this Agreement, the license purchase authorizes You to install and use one copy of the Mobile Management Application on each Mobile Device (for an FTE license, for each Mobile Device used by an FTE person). This license allows You to use the Software solely to manage licensed Mobile Devices. You may not use or allow the use of the Software other than for Your own internal purposes.

Mobile Device means each smartphone, tablet, laptop, netbook or other device with wireless capability: (1) on which any portion of the Software is installed or used, or (2) from which any portion of the Software is accessed.

Mobile Management Application means the module included with the Software that is installed on a Mobile Device for management by the server Software.

The Software may include a level of encryption data security for communications with Your email platform. You assume full responsibility for the establishment of appropriate security measures to control access to the solution. Airtime services are not provided by or through Novell; You assume full responsibility for issues relating to use and the availability of airtime services.

FTE LICENSE:

Customer must purchase an FTE License for each FTE.

The number of Customer's FTEs shall be calculated as the sum of:

(a) Faculty and Staff FTEs. For the prior academic year, the number of full-time faculty and staff plus the total number of hours worked by part-time faculty and staff in an average work week divided by 40; and

(b) Student FTEs. For the prior academic year, the number of full-time students plus the total number of part-time student credit hours divided by the number of credit hours that Customer uses to identify full-time status.

For Customers that declare a student FTE count in a report to an accreditation or governing board or a government agency, the student FTE account will be the greater of the calculation in subpart (b) above or the FTE count contained in such report.

The FTE calculation for each category of faculty, staff, and students, must be demonstrated through a verifiable means that may include use of an audited annual report, an organization's human resource system, or the government website, government report, or other published report provided by Customer that shows accurate information.

Upon mutual agreement of the source of the data used for the FTE calculations, Licensor will accept calculations based on the source that are up to one year old.

NOTE: Any hospital approved by Novell to purchase under the ALA must purchase under the Workstation pricing schedule. Any school not purchasing as an entire unit must purchase using the Department Workstation Pricing schedule. This note does not apply to the purchase of a Mobile Device License.

NOTE on SUSE: ALA offerings that include SUSE are available only for renewing customers.

DESIGNATED AGREED UPON SOURCE OF DATA FOR FTE CALCULATION

By signing below, Customer certifies that as of the date below, the information contained herein (or attached) is complete and accurate to the best of its knowledge.

Customer Signature: _____

Printed Name: Ing. Jana Vohralíková Date: 20. 4. 2016



Product Description	Product Model	Model Selected	Part Number	Price (\$ USD)
Mobile Device License				
Novell ZENworks Mobile Management Academic FTE License	FTE		876-000925	\$3.15
Novell ZENworks Mobile Management 1-Device Academic License	Mobile Device		876-000882	\$15.75
Bundled Products				
<i>ISM Value bundle includes: Identity Manager Standard Edition, Access Manager, Sentinel Log Manager 500 EPS, Identity Manager Integration Module for Database and Identity Manager Integration Module for Tools.</i>				
ISM Value Bundle FTE Academic License	FTE		876-000676	\$7.09
ISM Value Bundle Workstation Academic License	Workstation		876-000677	\$29.40
ISM Value Bundle Department Workstation Academic License	Dept Workstation		876-000678	\$37.80
<i>Identity Tracking Product Bundle also includes: Access Manager 4.0, Identity Manager Advanced Edition, Sentinel 6.1 Rapid Deployment</i>				
Identity Tracking Product Bundle FTE Academic	FTE		876-000619	\$10.50
Identity Tracking Product Bundle Workstation Academic	Workstation		876-000620	\$44.10
Identity Tracking Product Bundle Department Workstation Academic	Dept Workstation		876-000621	\$52.50
<i>Novell Open Workgroup Suite Includes: Open Enterprise Server, GroupWise, Novell Vibe, ZENworks Configuration Management, ZENworks Endpoint Security Management (counts as four product menu choices)</i>				
Novell Open Workgroup Suite FTE Academic License	FTE		876-000474	\$7.09
Novell Open Workgroup Suite Workstation Academic License	Workstation	3500	876-000475	\$34.65
Novell Open Workgroup Suite Department Workstation Academic License	Dept Workstation		876-000476	\$42.00
SUSE Linux Enterprise Server/ZENworks Linux Management/SUSE Linux Enterprise Desktop Bundle FTE Academic License	FTE		876-000326	\$5.00
SUSE Linux Enterprise Server/ZENworks Linux Management/SUSE Linux Enterprise Desktop Bundle Workstation Academic License	Workstation		876-000327	\$21.75
SUSE Linux Enterprise Server/ZENworks Linux Management/SUSE Linux Enterprise Desktop Bundle Department Workstation Academic License	Dept Workstation		876-000328	\$27.00
<i>*Value Bundle I Contains Open Enterprise Server, ZENworks Configuration Management, Identity Manager Standard Edition, GroupWise, and SUSE Linux Enterprise Server x86/AMD64/Intel64.</i>				
Value I Bundle FTE Academic License	FTE		976-000359	\$7.09
Value I Bundle Workstation Academic License	Workstation		976-000360	\$34.65
Value I Bundle Department Workstation Academic License	Dept Workstation		976-000361	\$42.00
<i>*Value Bundle II Contains Open Enterprise Server, ZENworks Configuration Management, ZENworks Patch Management, ZENworks Linux Management, Identity Manager Standard Edition, GroupWise, SUSE Linux Enterprise Server x86/AMD64/Intel64. Add-on products may be purchased for an additional price.</i>				
Value II Bundle FTE Academic License	FTE		976-000362	\$9.19
Value II Bundle Workstation Academic License	Workstation		976-000363	\$44.10
Value II Bundle Department Workstation Academic License	Dept Workstation		976-000364	\$54.60
<i>Windows Value bundle includes: ZENworks Configuration Management, ZENworks Patch Management, ZENworks Asset Management and File Management Suite</i>				
Windows Value Bundle I FTE Academic License	FTE		876-000673	\$7.09
Windows Value Bundle I Workstation Academic License	Workstation		876-000686	\$37.80
Windows Value Bundle I Department Workstation Academic License	Dept Workstation		876-000687	\$47.25
<i>ZENworks Value Bundle includes: ZENworks Configuration Management, ZENworks Patch Management, ZENworks Asset Management and ZENworks Application Virtualization</i>				
ZENworks Value Bundle FTE Academic License	FTE		876-000679	\$7.09
ZENworks Value Bundle Workstation Academic License	Workstation		876-000680	\$35.70
ZENworks Value Bundle Department Workstation Academic License	Dept Workstation		876-000681	\$44.10
BorderManager FTE Academic License	FTE		876-000436	\$1.26
BorderManager Workstation Academic License	Workstation		876-000437	\$5.99
BorderManager Dept Workstation Academic License	Dept Workstation		876-000438	\$7.56
Novell Cluster Services FTE Academic License	FTE		876-000255	\$1.26
Novell Cluster Services Workstation Academic License	Workstation		876-000256	\$5.99
Novell Cluster Services Department Workstation Academic License	Dept Workstation		876-000257	\$7.56
Novell Dynamic File Services FTE Academic e-License	FTE		876-000920	\$1.16
Novell Dynamic File Services Workstation Academic e-License	Workstation		876-000921	\$5.25
Novell Dynamic File Services Department Workstation Academic e-License	Dept Workstation		876-000922	\$6.62
GroupWise FTE Academic License	FTE		876-000569	\$1.47
GroupWise Workstation Academic License	Workstation		876-000570	\$6.35
GroupWise Department Workstation Academic License	Dept Workstation		876-000571	\$8.09
GroupWise - Exchange Coexistence FTE Academic Subscription	FTE		876-000942	\$0.29

Novell Messenger Academic FTE License	FTE		876-000972	\$0.21
NetIQ Access Manager FTE Academic License	FTE		876-000459	\$3.05
NetIQ Access Manager Workstation Academic License	Workstation		876-000460	\$15.75
NetIQ Access Manager Department Workstation Academic License	Dept Workstation		876-000461	\$18.90
NetIQ Identity Manager Standard Edition FTE Academic License	FTE		976-000289	\$3.05
NetIQ Identity Manager Standard Edition Workstation Academic License	Workstation	3,500	976-000290	\$15.75
NetIQ Identity Manager Standard Edition Department Workstation Academic License	Dept Workstation		976-000291	\$18.90
NetIQ Identity Manager Advanced Edition FTE Academic License	FTE		876-000700	\$5.78
NetIQ Identity Manager Advanced Edition Workstation Academic License	Workstation		876-000701	\$22.58
NetIQ Identity Manager Advanced Edition Department Workstation Academic License	Dept Workstation		876-001025	\$28.88
NetIQ Identity Manager to NetIQ Identity Manager Advanced Edition Expansion Pack FTE Academic License	FTE		876-000755	\$2.73
NetIQ Identity Manager to NetIQ Identity Manager Advanced Edition Expansion Pack Workstation Academic License	Workstation		876-000757	\$6.83
NetIQ Identity Manager to NetIQ Identity Manager Advanced Edition Expansion Pack Department Workstation Academic License	Dept Workstation		876-000759	\$12.08
NetIQ Identity Manager + Roles Based Provisioning Module to NetIQ Identity Manager Advanced Edition Expansion Pack FTE Academic License	FTE		876-000756	\$0.00
NetIQ Identity Manager + Roles Based Provisioning Module to NetIQ Identity Manager Advanced Edition Expansion Pack Workstation Academic License	Workstation		876-000758	\$0.00
NetIQ Identity Manager + Roles Based Provisioning Module 3.7 to NetIQ Identity Manager Advanced Edition Expansion Pack Department Workstation Academic License	Dept Workstation		876-000760	\$0.00
NetIQ Identity Manager Integration Module for SharePoint and Office 365 FTE Academic License	FTE		876-000750	\$1.42
NetIQ Identity Manager Integration Module for SharePoint and Office 365 Workstation Academic License	Workstation	3,500	876-000751	\$6.31
NetIQ Identity Manager Integration Module for SharePoint and Office 365 Department Workstation	Dept Workstation		876-000752	\$8.15
NetIQ Identity Manager Integration Module for Salesforce.com FTE Academic License	FTE		876-000745	\$1.42
NetIQ Identity Manager Integration Module for Salesforce.com Workstation Academic License	Workstation		876-000746	\$6.31
NetIQ Identity Manager Integration Module for Salesforce.com Department Workstation Academic	Dept Workstation		876-000747	\$8.15
NetIQ Identity Manager Integration Module for Banner FTE Academic License	FTE		876-000821	\$1.42
NetIQ Identity Manager Integration Module for Banner Workstation Academic License	Workstation		876-000822	\$6.31
NetIQ Identity Manager Integration Module for Banner Department Workstation Academic License	Dept Workstation		876-000823	\$8.15
Novell Identity Manager Integration Module for Blackboard LMS FTE Academic License	FTE		876-000729	\$1.42
Novell Identity Manager Integration Module for Blackboard LMS Workstation Academic License	Workstation		876-000730	\$6.31
Novell Identity Manager Integration Module for Blackboard LMS Department Workstation Academic	Dept Workstation		876-000731	\$8.15
Novell Identity Manager Integration Module for GoogleApps FTE Academic License	FTE		876-000734	\$1.42
Novell Identity Manager Integration Module for GoogleApps Workstation Academic License	Workstation		876-000735	\$6.31
Novell Identity Manager Integration Module for GoogleApps Department Workstation Academic License	Dept Workstation		876-000736	\$8.15
NetIQ Identity Manager Integration Module for Database FTE Academic License	FTE		976-000294	\$1.47
NetIQ Identity Manager Integration Module for Database Workstation Academic License	Workstation	3,500	976-000295	\$6.62
NetIQ Identity Manager Integration Module for Database Department Workstation Academic License	Dept Workstation		976-000296	\$8.51
NetIQ Identity Manager Integration Module for Tools FTE Academic License	FTE		976-000339	\$1.47
NetIQ Identity Manager Integration Module for Tools Workstation Academic License	Workstation		976-000340	\$6.62
NetIQ Identity Manager Integration Module for Tools Department Workstation Academic License	Dept Workstation		976-000341	\$8.51
NetIQ Identity Manager Integration Module for Mainframe for 800 Series MVS FTE Academic License	FTE		976-000399	\$0.74
NetIQ Identity Manager Integration Module for Mainframe for 800 Series MVS Workstation Academic License	Workstation		976-000400	\$3.15
NetIQ Identity Manager Integration Module for Mainframe for 800 Series MVS Department Workstation Academic License	Dept Workstation		976-000401	\$3.99
NetIQ Identity Manager Integration Module for Help Desk FTE Academic License	FTE		976-000309	\$1.37
NetIQ Identity Manager Integration Module for Help Desk Workstation Academic License	Workstation		976-000310	\$6.41
NetIQ Identity Manager Integration Module for Help Desk Department Workstation Academic License	Dept Workstation		976-000311	\$7.98
NetIQ Identity Manager Integration Module for Linux and Unix FTE Academic License	FTE		976-000379	\$2.31
NetIQ Identity Manager Integration Module for Linux and Unix Workstation Academic License	Workstation		976-000380	\$10.40
NetIQ Identity Manager Integration Module for Linux and Unix Department Workstation Academic	Dept Workstation		976-000381	\$12.60
NetIQ Identity Manager Integration Module for Linux and Unix User Settings FTE Academic License	FTE		976-000394	\$2.31
NetIQ Identity Manager Integration Module for Linux and Unix User Settings Workstation Academic License	Workstation		976-000395	\$10.40
NetIQ Identity Manager Integration Module for Linux and Unix User Settings Department Workstation Academic License	Dept Workstation		976-000396	\$12.60
NetIQ Identity Manager Integration Module for Message System FTE Academic License	FTE		976-000349	\$0.74
NetIQ Identity Manager Integration Module for Message System Workstation Academic License	Workstation		976-000350	\$3.15
NetIQ Identity Manager Integration Module for Message System Department Workstation Academic License	Dept Workstation		976-000351	\$3.99
NetIQ Identity Manager Integration Module for Midrange FTE Academic License	FTE		976-000384	\$0.74
NetIQ Identity Manager Integration Module for Midrange Workstation Academic License	Workstation		976-000385	\$3.15
NetIQ Identity Manager Integration Module for Midrange Department Workstation Academic License	Dept Workstation		976-000386	\$3.99

NetIQ Identity Manager Integration Module for Oracle Enterprise FTE Academic License	FTE		876-000967	\$1.37
NetIQ Identity Manager Integration Module for Oracle Enterprise Workstation Academic License	Workstation		876-000968	\$6.41
NetIQ Identity Manager Integration Module for Oracle Enterprise Department Workstation Academic License	Dept Workstation		876-000969	\$7.98
NetIQ Identity Manager Integration Module for PBX FTE Academic License	FTE		976-000389	\$0.74
NetIQ Identity Manager Integration Module for PBX Workstation Academic License	Workstation		976-000390	\$3.15
NetIQ Identity Manager Integration Module for PBX Department Workstation Academic License	Dept Workstation		976-000391	\$3.99
NetIQ Identity Manager Integration Module for SAP Enterprise FTE Academic License	FTE		876-000962	\$1.37
NetIQ Identity Manager Integration Module for SAP Enterprise Workstation Academic License	Workstation		876-000963	\$6.41
NetIQ Identity Manager Integration Module for SAP Enterprise Department Workstation Academic License	Dept Workstation		876-000964	\$7.98
NetIQ Identity Manager Integration Module for Scripting FTE Academic License	FTE		876-000478	\$1.47
NetIQ Identity Manager Integration Module for Scripting Workstation Academic License	Workstation		876-000479	\$6.62
NetIQ Identity Manager Integration Module for Scripting Department Workstation Academic License	Dept Workstation		876-000480	\$8.51
NetIQ LDAP Proxy Workstation Academic License	FTE		876-000831	\$1.84
NetIQ LDAP Proxy Workstation Academic Workstation License	Workstation		876-000832	\$7.35
NetIQ LDAP Proxy Workstation Academic Department Workstation License	Dept Workstation		876-000833	\$11.03
Novell Open Enterprise Server FTE Academic e-License	FTE		876-000103	\$4.04
Novell Open Enterprise Server Workstation Academic e-License	Workstation		876-000230	\$20.53
Novell Open Enterprise Server Department Workstation Academic e-License	Dept Workstation		876-000232	\$25.41
Novell Filr FTE Academic License	FTE		876-000940	\$2.63
Novell Filr Workstation Academic License	Workstation		876-000960	\$13.65
Novell Filr Dept Workstation Academic License	Dept Workstation		876-000961	\$17.85
Novell iPrint Enterprise (Mobile & Desktop) FTE Academic License	FTE		876-000944	\$1.58
Novell iPrint Enterprise (Mobile & Desktop) Workstation Academic License	Workstation		876-000945	\$7.88
Novell iPrint Enterprise (Mobile & Desktop) Dept Workstation Academic License	Dept Workstation		876-000946	\$9.87
Novell iPrint Mobile FTE Academic License	FTE		876-000949	\$1.37
Novell iPrint Mobile Workstation Academic License	Workstation		876-000950	\$6.83
Novell iPrint Mobile Dept Workstation Academic License	Dept Workstation		876-000951	\$8.51
Novell iPrint Desktop FTE Academic License	FTE		876-000954	\$1.47
Novell iPrint Desktop Workstation Academic License	Workstation		876-000955	\$7.35
Novell iPrint Desktop Dept Workstation Academic License	Dept Workstation		876-000956	\$9.24
Privileged Account Manager FTE Academic License	FTE		876-000655	\$2.10
Privileged Account Manager Workstation Academic License	Workstation		876-000656	\$8.40
Privileged Account Manager Department Workstation Academic License	Dept Workstation		876-000657	\$12.60
NetIQ Sentinel for Log Management 500 EPS FTE Academic License	FTE		876-000660	\$1.73
NetIQ Sentinel for Log Management 500 EPS Workstation Academic License	Workstation	3500	876-000661	\$6.93
NetIQ Sentinel for Log Management 500 EPS Department Workstation Academic License	Dept Workstation		876-000662	\$10.40
NetIQ Sentinel for Log Management 2500 EPS FTE Academic License	FTE		876-000665	\$3.15
NetIQ Sentinel for Log Management 2500 EPS Workstation Academic License	Workstation		876-000666	\$12.60
NetIQ Sentinel for Log Management 2500 EPS Department Workstation Academic License	Dept Workstation		876-000667	\$18.90
Novell Service Desk for ITIL Service Management FTE Academic License	FTE		876-000892	\$0.53
Novell Service Desk for ITIL Service Management Workstation Academic License	Workstation		876-000893	\$2.10
Novell Service Desk for ITIL Service Management Department Workstation Academic License	Dept Workstation		876-000894	\$3.15
Novell File Management Suite FTE Academic License	FTE		876-000640	\$3.15
Novell File Management Suite for OES FTE Academic License	FTE		876-000927	\$2.10
Novell File Reporter FTE Academic License	FTE		876-000645	\$1.16
Novell Storage Manager FTE Academic License	FTE		876-000408	\$1.16
Novell Vibe FTE Academic License	FTE		876-000720	\$1.58
Novell Vibe Workstation Academic License	Workstation		876-000721	\$23.63
NetIQ SecureLogin FTE Academic License	FTE		876-000451	\$1.68
NetIQ SecureLogin Workstation Academic License	Workstation		876-000452	\$21.00
NetIQ SecureLogin Department Workstation Academic License	Dept Workstation		876-000453	\$27.30
NetIQ Sentinel Enterprise 500 EPS FTE Academic License	FTE		876-001015	\$3.47
NetIQ Sentinel Enterprise 500 EPS Workstation Academic License	Workstation		876-001016	\$14.70
NetIQ Sentinel Enterprise 500 EPS Department Workstation Academic License	Dept Workstation		876-001017	\$21.00
NetIQ Sentinel Enterprise 2500 EPS FTE Academic License	FTE		876-001018	\$6.30
NetIQ Sentinel Enterprise 2500 EPS Workstation Academic License	Workstation		876-001019	\$25.20
NetIQ Sentinel Enterprise 2500 EPS Department Workstation Academic License	Dept Workstation		876-001020	\$37.80
NetIQ Sentinel PCI-DSS Solution Pack FTE Academic License	FTE		876-000780	\$2.63
NetIQ Sentinel PCI-DSS Solution Pack Workstation Academic License	Workstation		876-000781	\$10.50
NetIQ Sentinel PCI-DSS Solution Pack Department Workstation Academic License	Dept Workstation		876-000782	\$15.75
NetIQ Sentinel Smart Plug-ins FTE Academic License	FTE		876-000785	\$1.79
NetIQ Sentinel Smart Plug-ins Workstation Academic License	Workstation		876-000786	\$6.93
NetIQ Sentinel Smart Plug-ins Department Workstation Academic License	Dept Workstation		876-000787	\$10.40

CUSTOMER CERTIFICATION & ANNUAL FEE CALCULATION

Annual Fee Calculation by Workstation or Dept. Workstation

A. Total Workstation/Dept Workstation Count	3500
B. Applicable Price per Station (see Product Selection and Bundle Calculation above)	x
C. Calculate Discount (if applicable) using discount schedule below (multiply discount by line B)	
D. Discounted Bundled Price (subtract C from B, if applicable)	=
E. Annual Workstation/Dept Workstation Fee (multiply A with D)	=

Annual Fee Calculation by Mobile Device

F. Total Mobile Device Count	
G. Applicable Price per Mobile Device (see Product Selection and Bundle Calculation above)	x
H. Calculate Discount (if applicable) using discount schedule below (multiply discount by line B)	
I. Discounted Bundled Price (subtract H from G, if applicable)	=
J. Annual Mobile Device Fee (multiply F with I)	=

Annual Fee Calculation by FTE Population

K. Total Enrollment (FTE)	
L. Total Employees (FTE)	
M. Total Population (add lines K & L)	
N. Applicable Price Per Person (see Product Selection and Bundle Calculation above)	x
O. Calculate Discount (if applicable) using discount schedule below (multiply discount by line N)	x
P. Discounted Bundled Price (subtract O from N, if applicable)	=
Q. Annual FTE Population Fee (multiply M with P)	=

Annual Fee Calculation by On-demand Training (see section below)

R. Total Subscription Count	
S. Applicable Price per Subscription (see Product Selection and Bundle Calculation below)	x
T. Annual On-demand Training Library Fee (multiply line R by line S)	=

Combined Annual Fee

U. Total Annual Fee (add totals from E, J, Q & T)	=
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The discount table is also used to calculate the Annual Fee based on Workstation, Mobile Device or FTE Population.

TIERED DISCOUNT SCHEDULE

Priced by Workstation, Department Workstation, or Mobile Device		Priced by FTE Population	
Total Workstations or Mobile Devices	Discount	Total FTE Population	Discount
1 - 2,899	0%	1 - 10,999	0%
2,900 - 6,999	11%	11,000 - 19,999	23%
7,000 - 13,999	16%	20,000 - 49,999	38%
14,000 +	22%	50,000 - 99,999	42%
		100,000 +	46%
*Minimum Annual Fee of \$5,000		*Minimum Annual Fee of \$5,000	

Academic Technical Support and Training Options

Novell customers receive support according to Novell's published Product Support Lifecycle, which defines the duration and type of support customers can expect to receive on specific products as they move through their life cycle. To view a current list of products supported by Novell, please refer to Novell's Support Life Cycle page at <http://support.novell.com/lifecycle>.

THE SERVICES DESCRIBED HEREIN WILL BE GOVERNED BY THE TERMS AND CONDITIONS OF THE MASTER SERVICES AGREEMENT ("MSA") WHICH CAN BE FOUND AT: <http://www.novell.com/services/premium/>.

Primary Contact

Contact #2

Name	Name
Title	Title
Division	Division
Address	Address
City	City
Province	Province

ING. PETR ŠTEPÁN
DIRECTOR OF IT
KAMÝČKA 129
165 21 PRAHA 6 - SUCHBÁT
EMEA - CZECH REPUBLIC

ING. LADISLAV ŠTACH
CHIEF OF IT INFRASTRUCTURE
KAMÝČKA 129
165 21 PRAHA 6 - SUCHBÁT
EMEA - CZECH REPUBLIC

SUSE Linux Enterprise Desktop FTE Academic License	FTE		876-000426	\$1.25
SUSE Linux Enterprise Desktop Workstation Academic License	Workstation		876-000427	\$5.50
SUSE Linux Enterprise Desktop Department Workstation Academic License	Dept Workstation		876-000428	\$7.00
SUSE Linux Enterprise Server for x86, AMD64 & Intel64 FTE Academic License	FTE		876-000411	\$2.25
SUSE Linux Enterprise Server for x86, AMD64 & Intel64 Workstation Academic License	Workstation		876-000412	\$9.75
SUSE Linux Enterprise Server for x86, AMD64 & Intel64 Department Workstation Academic License	Dept Workstation		876-000413	\$12.00
ZENworks Application Virtualization Professional Edition FTE Academic License	FTE		876-001026	\$1.58
ZENworks Application Virtualization Professional Edition Workstation Academic License	Workstation		876-000987	\$6.83
ZENworks Application Virtualization Professional Edition Department Workstation Academic License	Dept Workstation		876-000988	\$8.40
ZENworks Asset Management FTE Academic License	FTE		876-000469	\$3.15
ZENworks Asset Management Workstation Academic License	Workstation		876-000470	\$21.00
ZENworks Asset Management Department Workstation Academic License	Dept Workstation		876-000471	\$26.25
ZENworks Asset Management for Linux FTE Academic License	FTE		876-000464	\$3.15
ZENworks Asset Management for Linux Workstation Academic License	Workstation		876-000465	\$21.00
ZENworks Asset Management for Linux Department Workstation Academic License	Dept Workstation		876-000466	\$26.25
ZENworks Configuration Management FTE Academic License	FTE		876-000505	\$1.58
ZENworks Configuration Management Workstation Academic License	Workstation		876-000506	\$6.83
ZENworks Configuration Management Department Workstation Academic License	Dept Workstation		876-000507	\$8.40
ZENworks Endpoint Security Management FTE Academic License	FTE		876-000559	\$1.58
ZENworks Endpoint Security Management Workstation Academic License	Workstation		876-000560	\$6.83
ZENworks Endpoint Security Management Department Workstation Academic License	Dept Workstation		876-000561	\$8.40
Novell ZENworks Full Disk Encryption FTE Academic License	FTE		876-000859	\$3.15
Novell ZENworks Full Disk Encryption Workstation Academic License	Workstation		876-000860	\$21.00
Novell ZENworks Full Disk Encryption Department Workstation Academic License	Dept Workstation		876-000861	\$26.25

When ordering ZENworks Patch Management listed below please mark the number of subscriptions if applicable. Due to one key per server, if using the product on multiple servers, you will need to request additional subscriptions. Example: If you have 10,000 nodes across 3 servers, you will need 3 subscriptions and then allocate the number of nodes per server.

ZENworks Patch Management 1-Device Subscription for Cross-Platform FTE Academic License	FTE		876-000084	\$1.58
ZENworks Patch Management 1-Device Subscription for Cross-Platform Workstation Academic License	Workstation		876-000214	\$6.83
ZENworks Patch Management 1-Device Subscription for Cross-Platform Departmental Workstation Academic License	Dept Workstation		876-000216	\$8.40
ZENworks Suite FTE Academic License	FTE		876-000976	\$10.50
ZENworks Suite Workstation Academic License	Workstation		876-000977	\$45.15
ZENworks Suite Department Workstation Academic License	Dept Workstation		876-000978	\$55.65
ZENworks Suite Extension for NOWS FTE Academic License	FTE		876-000981	\$8.40
ZENworks Suite Extension for NOWS Workstation Academic License	Workstation		876-000982	\$36.75
ZENworks Suite Extension for NOWS Department Workstation Academic License	Dept Workstation		876-000983	\$44.10

Total

Customer Information

Primary Contact		Contact #2	
Company Name	ČESKÁ ZEMĚDELSKÁ UNIVERZITA V PRAZE	Company Name	ČESKÁ ZEMĚDELSKÁ UNIVERZITA V PRAZE
Address	KAMÝČKA 129	Address	KAMÝČKA 129
City, State	PRAHA 6 - SUCHBOL	City, State	PRAHA 6 - SUCHBOL
Postal Code	165 21	Postal Code	165 21
Country	CZECH REPUBLIC	Country	CZECH REPUBLIC
Contact Name	MR. PETR STEPAN	Contact Name	MR. LADISLAV STACH
Title	IT DIRECTOR (DIRECTOR OF IT)	Title	CHIEF OF IT INFRASTRUCTURE
Phone Number	00420 224 38 6335	Phone Number	00420 224 38 6377
Fax Number		Fax Number	
E-mail Address	PSTEPAN@DIKT.CZU.CZ	E-mail Address	STACH.L@DIKT.CZU.CZ
Reseller nomination			

Postal Code	165 21	Postal Code	165 21
Phone Number	00420 224 38 63 35	Phone Number	00420 224 38 63 77
Fax Number		Fax Number	
E-mail Address	RTTEPAN@OIKT.CZU.CZ	E-mail Address	RTACHL@OIKT.CZU.CZ
Reseller nomination			

On-demand Training

Description	Part Number	Qty	Price (\$ USD)	Ext. Price
Total On-demand Library 1-Year Academic	876-000692		\$2,100.00	
On-demand Training - Certified Linux Administrator Academic Bundle	876-000914		\$299.00	
On-demand Training - Certified Linux Professional Academic Bundle	876-000915		\$399.00	
On-demand Training - Certified Linux Engineer Academic Bundle	876-000916		\$499.00	
On-demand Training - Introduction to SUSE Cloud for School/Academic	876-000932		\$80.00	
On-demand Library - Novell 1-Year Academic	876-000933		\$1,050.00	
On-demand Library - SUSE 1-Year Academic	876-000937		\$1,050.00	
On-demand Library - NetIQ 1-Year Academic Subscription	876-000935		\$1,050.00	
On-demand Training SUSE Linux Enterprise 10 1-User 1-Year Academic Subscription	876-000991		\$700.00	
On-demand Training SUSE Linux Enterprise 11 1-User 1-Year Academic Subscription	876-000992		\$700.00	
On-demand Training SUSE Linux Enterprise 12 1-User 1-Year Academic Subscription	876-000993		\$700.00	
On-demand Training Management and Extensions 1-User 1-Year Academic Subscription	876-000994		\$700.00	
On-demand Training ZENworks Suite 1-User 1-Year Academic Subscription	876-000995		\$700.00	
On-demand Training GroupWise & Collaboration 1-User 1-Year Academic Subscription	876-000996		\$700.00	
On-demand Training File & Networking Services 1-User 1-Year Academic Subscription	876-000997		\$700.00	
On-demand Training Identity Management & Access Governance 1-User 1-Year Academic Subscription	876-000998		\$700.00	
On-demand Training Access Management 1-User 1-Year Academic Subscription	876-000999		\$700.00	
On-demand Training Security Management 1-User 1-Year Academic Subscription	876-001000		\$700.00	
On-demand Training IT Operations Management & VoIP 1-User 1-Year Academic Subscription	876-001001		\$700.00	
On-demand Training Workload Management 1-User 1-Year Academic Subscription	876-001002		\$700.00	
Total				

BrainShare

Description	Part Number	Qty	Price (\$ USD)	Ext. Price
BrainShare Education Conference Academic Pass Single	873-011050		\$1,100.00	
Total				

SUSECon

Description	Part Number	Qty	Price (\$ USD)	Ext. Price
SUSECon Full Access Academic Pass Single	873-010791		\$650.00	
SUSECon Full Access Pass 3-Pack	873-011046		\$1,990.00	
SUSECon Full Access Academic Pass 5-Pack	873-010792		\$3,000.00	
Total				

Service and Support Options

Description	Part Number	Qty	Price (\$ USD)	Ext. Price
Academic 5 Service Request Pack-EMEA (Zone 1)	051-003768		\$4,500.00	
Academic 10 Service Request Pack-EMEA (Zone 1)	051-003769		\$9,000.00	
Academic 5 Service Request Pack-EMEA (Zone 2)	051-003766		\$4,000.00	
Academic 10 Service Request Pack-EMEA (Zone 2)	051-003767		\$7,800.00	
Extended Support 5 Service Request Pack	051-004388		\$7,500.00	
Novell Tech Select Service Activation Kit	051-003978		\$2,950.00	
Novell Tech Select Service -- Renewal	051-003453		\$2,950.00	
Novell Professional Resource Suite: Electronic Activation Kit	051-003979		\$940.00	
Novell Professional Resource Suite: Standard Activation Kit	051-003980		\$1,180.00	
Novell Software Evaluation and Development Library: Standard Activation Kit	051-003981		\$376.00	
Novell Software Evaluation and Development Library: Expanded Activation Kit	051-003982		\$466.00	
Novell Professional Resource Suite: Portal Advantage Activation Kit	051-003983		\$1,880.00	
Novell Dedicated Support Engineer - EMEA (Zone 1), 3-year	051-004763		\$1,027,000.00	
Novell Primary Support Engineer - EMEA (Zone 1), 3-year	051-004764		\$360,000.00	
Novell Dedicated Support Engineer - EMEA (Zone 2), 3-year	051-004765		\$899,000.00	
Novell Primary Support Engineer - EMEA (Zone 2), 3-year	051-004766		\$312,000.00	
Novell Prepaid Services - 12-months EMEA	051-005055		\$130.00	
NetIQ Assigned Support Engineer - EMEA (Zone 1)	051-004695		\$68,000.00	
NetIQ Assigned Support Engineer - EMEA (Zone 2)	051-004696		\$48,900.00	
NetIQ Additional Assigned Support Engineer - EMEA Zone-2	051-004697		\$45,300.00	
NetIQ Dedicated Support Engineer - EMEA (Zone 1)	051-004698		\$343,000.00	
NetIQ Dedicated Support Engineer - EMEA (Zone 2)	051-004701		\$300,000.00	
NetIQ Primary Support Engineer - EMEA (Zone 1)	051-004704		\$120,000.00	
NetIQ Additional Primary Support Engineer - EMEA Zone-1	051-004706		\$98,000.00	

NetIQ Primary Support Engineer - EMEA (Zone 2)	051-004707		\$104,000.00	
NetIQ Additional Primary Support Engineer - EMEA Zone-2	051-004708		\$92,000.00	
NetIQ Service Account Manager - EMEA (Zone 1)	051-004709		\$19,300.00	
NetIQ Service Account Manager - EMEA (Zone 2)	051-004710		\$18,400.00	
NetIQ Onsite Support: Premium Support Engineer + (Travel Expenses Extra) EMEA	051-004711		Varies	
NetIQ Dedicated Support Engineer - EMEA (Zone 1), 3-year	051-004771		\$1,027,000.00	
NetIQ Primary Support Engineer - EMEA (Zone 1), 3-year	051-004772		\$360,000.00	
NetIQ Dedicated Support Engineer - EMEA (Zone 2), 3-year	051-004773		\$899,000.00	
NetIQ Primary Support Engineer - EMEA (Zone 2), 3-year	051-004774		\$312,000.00	
NetIQ Prepaid Services - 12-months EMEA	051-005057		\$130.00	
SUSE Assigned Support Engineer - EMEA (Zone 1)	051-004677		\$68,000.00	
SUSE Assigned Support Engineer - EMEA (Zone 2)	051-004678		\$48,900.00	
SUSE Additional Assigned Support Engineer - EMEA Zone-2	051-004679		\$45,300.00	
SUSE Dedicated Support Engineer - EMEA (Zone 1)	051-004680		\$343,000.00	
SUSE Dedicated Support Engineer - EMEA (Zone 2)	051-004683		\$300,000.00	
SUSE Primary Support Engineer - EMEA (Zone 1)	051-004686		\$120,000.00	
SUSE Additional Primary Support Engineer - EMEA Zone-1	051-004688		\$98,000.00	
SUSE Primary Support Engineer - EMEA (Zone 2)	051-004689		\$104,000.00	
SUSE Additional Primary Support Engineer - EMEA Zone-2	051-004690		\$92,000.00	
SUSE Service Account Manager - EMEA (Zone 1)	051-004691		\$19,300.00	
SUSE Service Account Manager - EMEA (Zone 2)	051-004692		\$18,400.00	
SUSE Onsite Support: Premium Support Engineer + (Travel Expenses Extra) EMEA	051-004693		Varies	
SUSE Dedicated Support Engineer - EMEA (Zone 1), 3-year	051-004779		\$1,027,000.00	
SUSE Primary Support Engineer - EMEA (Zone 1), 3-year	051-004780		\$360,000.00	
SUSE Dedicated Support Engineer - EMEA (Zone 2), 3-year	051-004781		\$899,000.00	
SUSE Primary Support Engineer - EMEA (Zone 2), 3-year	051-004782		\$312,000.00	
SUSE Prepaid Services - 12-months EMEA	051-005056		\$130.00	
Academic Novell ZMM Consulting (EMEA Zone 1) Promotion: up to 2 days (16 hours) of Sr Consultant incl. Reasonable travel costs	017-000292		\$3,000.00	
			Total:	

Licence a služby MicroFocus v rámci programu Academic License Agreement (ALA)

<i>Položka</i>	<i>Počet stanic</i>	<i>Cena v USD</i>	<i>Cena v CZK (22,76)</i>
976-000295 NetIQ Identity Manager Module for Database Workstation Academic License	3500	8 575	195 167
876-000751 NetIQ Identity Manager Module for SharePoint and Office 365 Workstation Academic License	3500	6 475	147 371
976-000290 NetIQ Identity Manager Standart Edition Workstation	3500	20 300	462 028
876-000479 NetIQ Identity Manager Integration Module for Scripting Workstation Academic License	3500	9 800	223 048
051-005364 Academic 5 Incident Pack – 24x7, EMEA	1 ks	6 000	136 560

CENA CELKEM	51 150	1 164 174
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