EVROPSKÁ UNIE
Evropské strukturální a investiční fondy
Operační program Výzkum, vývoj a vzdělávání

PURCHASE CONTRACT č. 575/OVZ/PJ/2018

BUYER: **PALACKÝ UNIVERSITY IN OLOMOUC**
a public college established by Act No. 111/1998 Coll., on Higher Education Institutions and on Amendments to Certain Acts (Higher Education Act), as amended
Office: Křížkovského 511/8, 771 47 Olomouc, Czech Republic
Rector: Mgr. Jaroslav Miller, M.A., Ph.D.
Person authorized to act
in technical matters: ▉▉▉▉▉▉▉▉▉▉▉▉▉
Ident. no.:   619 89 592
Tax Ident. no.:   CZ 619 89 592
Bank contact: ▉▉▉▉▉▉▉▉▉▉▉▉▉▉▉▉▉▉▉▉▉▉▉▉
Account no.:   ▉▉▉▉▉▉▉▉▉▉▉▉▉▉▉▉▉▉▉▉▉▉▉▉

(hereinafter referred to as "Buyer")

and

SELLER:
Office: *Schrödinger, Inc.*
Registration in Companies Register: *101 SW Main St. Ste1300 Portland, OR 97204*
                                                 95-4284541
Statutory body: *US Company*
Person authorized to act
in contractual matters: ▉▉▉▉▉▉▉▉▉▉▉▉▉▉▉▉▉▉▉▉
Person authorized to act
in technical matters: ▉▉▉▉▉▉▉▉▉▉▉▉▉▉▉▉▉▉▉▉
Ident. no.:   *95-4284541*
Tax Ident. no.:   *95-4284541*
Bank contact: ▉▉▉▉▉▉▉▉▉▉▉▉▉▉▉▉▉▉▉▉
97204
Account no.:   ▉▉▉▉▉▉▉▉▉▉▉▉▉▉▉▉▉▉▉▉
(hereinafter referred to as "Seller")

are closing on the bellow stated day, month and year according to provision of Section 2079 of the Act no. 89/2012 Coll., Civil Code, as amended this purchase contract (hereinafter referred to as "Contract"), within project *„Modernization of research infrastructure for doctoral study of Physics, Chemistry and Biochemistry at Faculty of Science, Palacky*

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University Olomouc" Reg. No. CZ.02.1.01/0.0/0.0/16_017/0002480, Within the Operational Program Research, Development and Education.

The Buyer and the Seller enter into this Contract due to the fact that the Seller's bid for delivery of the subject of performance hereof has been selected by the Buyer as the best bid in the tender called „PřF - Software for visualization, modeling and biomacromolecular analysis" prior to entering into this Contract.

I.   Subject of the fulfillment

1. The Seller undertakes, under this contract, to deliver to the Buyer *Schrödinger, Inc.*, together with all the accessories (hereinafter referred to as the "Goods). The Seller is not entitled to deliver Goods in larger quantity as stated in Section 2093 Civil Code. Both parties to this Contract agreed that the application of provision Section 2099(2) Civil Code be excluded and thus will not apply.

2. The Seller hereby undertakes to surrender the Goods specified in Annex no. 1 to this Contract to the Buyer and allow him to acquire property right to it, provide guaranty and warranty service under the conditions stipulated by this Contract.

3. The Buyer agrees to take over the Goods and pay the Seller the purchase price in the way and on the day agreed in this Contract.

4.   Part of the delivery of the subject of the Contract is transport and delivery of legal documents.

5. The Seller declares pursuant to Section 2103 Civil Code, that the Goods is without any faults or defects.

6. The Goods shall be fully functional without any additional costs or expenditures necessary to be paid by the Buyer.

II.   Term and place of delivery

1. The Seller undertakes to deliver the Goods, including all legal documents, to the place of delivery within 50 days from the effective date of the Contract.

2. Place of delivery: Department of Physical Chemistry, 3rd floor, laboratory nr. 3.002, Faculty of Science, tř. 17. listopadu 12, 771 46 Olomouc, Czech Republic. Person authorised to take over the delivery on the basis of a handover protocol: ███████ ███████████ or a person authorised by her to take over the Goods.

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3. Both parties agreed, that Section 2126 and Section 2127 Civil Code on self-help sale will be excluded and thus shall not be applicable in the case of delay in take-over of the Goods by the Buyer.

III.   Purchase price

1. The purchase price is set by an agreement of the contracting parties under this contract the purchase price of **25000** EUR (without VAT). Seller is not payer of VAT.

2. The purchase price is set as fixed price, the highest acceptable and maximal, covering all the costs related to the supply of the Goods (in particular the transport to the place of delivery, insurance, customs duties, fees, licence fees and copyrights, guarantee and warranty service) as well as profit of the Seller connected with the delivery. A change in the purchase price is only possible and only on the assumption that changes in value added tax rates will occur after the conclusion of this Contract.

3. The Seller takes the responsibility for the fact, that the VAT rate at the time of invoicing is stipulated in compliance with the legislation.

IV.   Payment terms

1. The payment for the supply will be made on the basis of a due tax document (invoice) containing all relevant particulars, within a maturity date of 30 days following the day of its delivery to the Buyer. The invoice will be issued by the Seller not sooner than after delivery of the Goods, delivering the documents required by law, relevant documentation and instruction to use. The document on a due fulfillment of obligations by the Seller specified in the preceding sentence is a dated handover protocol signed by authorized persons of both contracting parties.

2. The invoice issued by the Seller must include all tax document prerequisites in accordance with Act No. 235/2004 Coll. on value added tax, as amended and the prerequisites of a commercial deed pursuant to Section 435 of the Civil Code as well as identification of the Contract, on the basis of which the fulfilment has been provided. The Seller shall affix the invoice with the stamp and signature of the person authorised to issue the invoice and with number of this Contract and with number and name of the project.

3. If the invoice issued by the Seller does not contain any of the obligatory particulars or if the Seller incorrectly invoices the price or the VAT, the Buyer is entitled to return such invoice to the Seller before the expiration of its maturity date for the correction, stating the reason of its returning. The Seller shall correct it by issuing a new invoice. The initial maturity date stops running on the day of sending the incorrect invoice to the Seller and a new maturity day starts running on the day of the delivery a new invoice to the Buyer.

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4. The contracting parties agree that the obligation to pay the purchase price is fulfilled on the day when the given sum is sent from the Buyer's account to the Seller's account given above in this contract.

5. The Seller declares, that he takes the risk of Clausula rebus sic standibus pursuant to Section 1765(2) of the Civil Code and Section 1765(1) and Section 1766 of the Civil Code is excluded and thus inapplicable.

V.   The Seller´s responsibility for defects

1. The Seller provides to the Buyer a warranty for the quality of the Goods according to Section 2113 and following of the Civil Code within the period of 12 months since the day of signing the protocol according to article IV.(1) of this Contract.

VI.   Contractual penalty

1. Contractual parties arrange following penalties for breaches of contract. Both parties do not find these penalties to be disproportionate with regards to the value of contractual obligations.

2. In the case of Seller's delay with delivery of any part of the Goods according to the period stated in the article II.(1) of this Contract, the Buyer will be entitled to a contractual penalty amounting 10,- EUR (without VAT) for each started day of the delay with its delivery.

3. The parties have agreed that arranging the contractual penalty pursuant to this article does not affect the right of the Buyer for the compensation of the damages arisen from the breach of the duty strengthened in this Contract. That means that contractual parties have agreed on exclusion of application of Section 2050 Civil Code.

4. The maturity date of the charged contractual penalties is 30 days from the day of delivery of their written statement to the given contracting party and the day of payment means the day of debiting the contractual penalty from the account of the given contracting party to the account mentioned in the statement of the contractual penalty.

5. Contractual parties have expressly agreed, that Buyer is entited for netting of any Sellers claim for Buyer, even invalid, against any claim of Buyer for Seller, even invalid. Claims of Seller and Buyer are canceled by netting in the amount, in which they cover each other, this comes into effect upon delivery of netting notification by Buyer to Seller.

VII.   Final provisions

1. Seller is a person obliged to cooperate in performing financial control within the meaning of Section 2(e) of Act No. 320/2001 Coll., on Financial Control in Public Administration, as amended.

2. The Buyer reserves the right to publish the contents of the concluded Contract and its annexes.

3. The contracting parties expressly agreed that all the rights and obligations under this Contract, as well as the rights and obligations arising from this Contract, will be settled in accordance with the appropriate provisions of the code no. 89/2012 Coll., Civil Code, as amended and the Czech law system.

4. The provisions of this contract are separable. If any part of an obligation under this contract is or becomes invalid or non-enforceable, this shall not affect the validity and the enforcement of other obligations under this Contract and the contracting parties undertake to replace such invalid or non-enforceable part of obligation with a new, valid and enforceable part of the obligation, the subject of which will correspond at the best to the subject of the original obligation. If the Contract does not contain a provision which would be justifiable for the determination of the rights and obligations, the contracting parties will make all the efforts to implement such provision in the Contract.

5. The contracting parties may modify or complete this Contract only in the form of written amendments numbered in the increasing order, expressly declared as amendments to this Cand signed by the authorized representatives of the contracting parties.

6. The Buyer is entitled in accordance with Section 2001 Civil Code to withdraw from this Contract for its substantial breach by the Seller; the substantial breach means:

6.1 the delay of the contractually determined term of delivery of the subject of the Contract by more than 10 days,
6.2 a failure to observe the technical specifications of the Goods mentioned in the Seller's offer.
The withdrawal from the Contract shall be made in a written form and becomes effective on the day of the delivery of the written notice to the other contracting party.

7. The Seller is not entitled to cede his rights and obligations under this Contract to a third person without the Buyer's approval.

8. As regards the delivery of shipments relating to the performance of this Contract sent by the Seller with the use of the postal service operator, Section 573 of the Civil Code does not apply.

9. The Seller acknowledges that this Contract, including all its Annexes, is subject to mandatory disclosure pursuant to Act No. 340/2015 Coll., On the Special Conditions for the Effectiveness of Certain Contracts, the Publication of such Contracts and the Register of Contracts, as amended.

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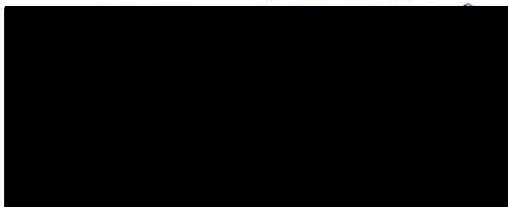Operační program Výzkum, vývoj a vzdělávání

MINISTERSTVO ŠKOLSTVÍ,
MLÁDEŽE A TĚLOVÝCHOVY

10. This Contract shall enter into force on the date of its signature by the last party to this Contract and effective on the date of publication of this Contract by the Buyer in the register of contracts pursuant to Act No. 340/2015 Coll., On the Special Conditions for the Effectiveness of Certain Contracts, the Publishing of such Contracts and the Register of Contracts, as amended.

11. This Purchase Contract is made in five copies considered as originals, signed by the authorized representatives of the contracting parties; the Buyer will obtain three copies and the Seller will obtain two copies.

12. The following Annexes form an integral part of this Contract:
    Annex 1 – Seller's offer dated 02 October 2018.
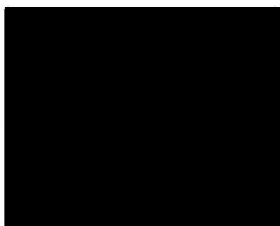
In Olomouc, on 4. 12. 2018

In *(to be completed by the suppliant)*, New York, NY
on *(to be completed by the suppliant)* 11/27/18

prof. Mgr. Jaroslav Miller, M.A., Ph.D.
rector

(to be completed by the suppliant)

SCHRÖDINGER.

Price Quotation: 33458
Date: 2-October-2018
Offer Expires: 2-November-2018
Payment Terms: Net 30

Licensee: Palacky University in Olomouc
████████████

Account Manager: ████████████

Quantity	Item	Term	Amount
50	Tokens for interchangeable library including AutoQSAR, Canvas, ConfGen, Core Hopping, Desmond, Desmond GPU, Epik, Field-based QSAR, Glide, Impact, Jaguar, Jaguar pKa, LigPrep, MacroModel, Membrane Permeability, MS CG, MS Combi, MS Diffusion, P450 SOM Prediction, Phase, Shape Screening, Prime, PrimeX, QikProp, QSite, Quantum Espresso Interface, SiteMap, Strike, XP Visualizer	1 year from date of delivery	
1	Maestro Access License	1 year from date of delivery	
1	OPLS3 Force Field Access License	1 year from date of delivery	
50	AutoTS Floating Licenses	1 year from date of delivery	
1	AxPyMOL – Department License	1 year from date of delivery	
50	MS Maestro Floating Licenses	1 year from date of delivery	
1	PyMOL – Department License	1 year from date of delivery	
1	KNIME Access License	1 year from date of delivery	
25	Glide Floating Licenses	1 year from date of delivery	
25	LigPrep Floating Licenses	1 year from date of delivery	
25	MacroModel Floating Licenses	1 year from date of delivery	
25	Phase Floating Licenses	1 year from date of delivery	
10	Desmond Floating Licenses	1 year from date of delivery	
10	Desmond GPU Floating Licenses	1 year from date of delivery	
	Subtotal		25,000.00
	Total		**25,000.00**

- 1) Software enables import of files containing molecular structures in standard formats (Protein Databank – PDB, SMILES, SDF, MOL2).
  2) Software enables simple and fully interactive building and modification of molecular models together with conversions from 1D and 2D visualizations into 3D structure. It enables building of protein models from predefined library of amino acid fragments. Interactive modification of the molecule must be available both in 3D visualization and 2D schemas.
  3) Software enables multiple modes of visualization of molecules, at least wire, tube, stick, ball-and-stick or CPK representations, ribbons representation of proteins and molecular surface. It also contains interactive protein sequence.
  4) Software enables export of publication quality figures of molecular models in standard format (i.e. JPEG, GIF, TIFF, PNG)
  5) Software enables manipulation with biomacromolecular models and their modification – addition of hydrogens, building of disulfide bridges, exchange nonstandard amino acids to standard ones (i.e. selenocysteine to cysteine), fill missing parts of protein with use of homology modelling from rotamers library and set up the protonation of amino acids and ligands according to pH.
  6) Software must be capable of analysis of binding site using 2D diagram featuring both ligand and its surrounding together with the visualization of individual interaction types between individual residues and ligand.
  7) Software enables to screen accessible conformations of molecules for selection of energetically preferable structure (with use of force fields such as OPLS3, AMBER*, MMFF, MMFFs, and MM2) or to design bioisosteres.
  8) Software enables in silico drug design using structure-based design – molecular docking including covalent and induced flexibility of receptor or fragment-based docking.
  9) Software enables in silico drug design using ligand-based design – building and search of pharmacophores, SAR analyses or similarity search including scaffold hopping.
  10) Software calculates molecular descriptors and includes ADME/Tox predictor for optimization of PK/PD properties of designed compounds.
  11) Software contains standard modeling functions for biomacromolecules. It enables molecular dynamics simulations (including simulated annealing and metadynamics). It enables calculations of transition and excited states, calculations of thermodynamic properties and molecular interactions using quantum-chemical and semiempirical methods.
  12) Software has integrated intuitive graphical environment.
  13) Software offers scripting language enabling writing of workflow scripts and automation.

- Software shall be installed solely on machines located at Licensee's facilities in Olomouc, Czech Republic.

- To accept this Price Quotation, please e-mail or fax a Purchase Order to your Account Manager no later than the expiration date above. For details on payment methods and order processing, please see schrodinger.com/salespolicies.

- **Please include our Price Quotation number (33458) on your Purchase Order.**

- Payment Methods: Bank Wire Transfer or Check.

- Payment information for wire transfer:
  Bank: ██████████████████████████
  ████████████████████████
  ████████████████████

- Licensee's use of the Items above is governed by the terms and conditions of the Schrödinger End User License Agreement available online at schrodinger.com/salesagreements and which are incorporated herein by reference (the 'Agreement').

- This Price Quotation, together with the SOW (if any), Purchase Order, and the Agreement, constitutes the entire agreement between the parties and supersedes all prior agreements, whether written or oral, concerning its subject matter. In the event of any inconsistency among this Price Quotation, the SOW (if any), Purchase Order, and the Agreement, the controlling provisions shall be determined by reference to the following order: (i) SOW (if any), (ii) Price Quotation, (iii) Agreement and (iv) Purchase Order.