

DODATEK č. 1 Servisní smlouvy č. SX917006

Smlouva je uzavřená v souladu se zák. č. 89/2012 Sb. v platném znění



1. Smluvní strany

1.1 Objednatel			
Firma	Dům kultury v Kroměříži, příspěvková organizace		
Spisová značka	Pr 1604 vedená u Krajského soudu v Brně ze dne 12.6.2009		
Zastoupená	[redacted] zastupcem ředitele		
Sídlo	Tovačovského 2828/22, 76701 Kroměříž		
IČ	70962642	DIČ	CZ70962642

1.2 Dodavatel			
Firma	X9.cz s.r.o.		
Spisová značka	C 61107 vedená u rejstříkového soudu v Brně		
Zastoupená	Ing. Filipem Zubíkem, jednatelem		
Sídlo	Velké náměstí 24, 767 01 Kroměříž		
IČ	28320433	DIČ	CZ28320433

Odst. 2 – „Předmět smlouvy“ se doplňuje takto:

2.3.1 Poskytnutí SW

Dodavatel se touto smlouvou zavazuje poskytnout Objednateli software (dále jen SW) ve specifikaci dle následující tabulky:

Položka	Specifikace	Servisní podmínky
Serverový operační systém vč. zálohování	Dle tabulky v odst. 4.1.2	Poskytovatel neručí za případné vady SW

Odst. 3 – „Doba plnění“ se doplňuje takto:

3.4 Ukončení platnosti této smlouvy je platné pouze při splnění následujících bodů:

- Objednatel zajistí ukončení používání veškerého poskytnutého SW.
- Smluvní strany mají vyrovnány všechny vzájemné závazky, vyplývající z této smlouvy.

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Odst. 4 – „Cena za služby a její splatnost“ se upravuje takto:

- 4.1.2 Paušální cena za poskytované služby v rozsahu a specifikaci dle odst. 2.1. se stanovuje na **14 900 Kč bez DPH měsíčně**. Tato paušální cena zahrnuje následující služby:

Firma: DK Kroměříž		
Služba	rozsah	cena/měs v Kč bez DPH
Monitoring	1 windows server, 15 počítačů	1450,-
Průběžná evidence HW a SW	1 windows server, 15 počítačů	1 000
Poskytnutí SW	Windows server a serverový zálohovací systém pro dva virtuální stroje a neomezený počet uživatelů.	1 900
Garance odezvy	průsery do 4 hod., běžné požadavky do 48 hod., ostatní dle domluvy	2 500
práce standard	10 hod.	5 000
práce expert	5 hod.	4 500
Celkem		14 900
Sleva za platbu měsíčně předem		25%
Cena po slevě		11 175

Přidává se odst Odst. 8 v následujícím znění:

8. Podmínky používání poskytnutého SW

- 8.1. Objednatel se zavazuje používat poskytnutý SW obvyklým způsobem a ve shodě s platnými zákony ČR. V případě porušení tohoto ujednání je Dodavatel oprávněn pozastavit plnění předmětu smlouvy.
- 8.2. Objednatel souhlasí s předáním informací o své entitě společnosti Microsoft (výrobce poskytovaného SW) a zavazuje se v případě auditu využívání poskytovaného SW vyvinout veškerou potřebnou součinnost.
- 8.3. Objednatel bere na vědomí, že společnost Microsoft nezajišťuje technickou podporu na Dodavatelem poskytnutý SW.
- 8.4. Objednatel se zavazuje používat poskytovaný SW ve shodě s Přílohou 1 „END USER LICENSE TERMS“, která je nedílnou součástí tohoto dodatku.

Závěrečná ustanovení

- Tento dodatek byl vyhotoven ve dvou vyhotoveních a každá smluvní strana obdrží po jednom výtisku. Obě podepsaná vyhotovení mají stejnou právní sílu.
- Smluvní strany prohlašují, že tento dodatek odpovídá jejich pravé a svobodné vůli, že si jej před jeho podpisem přečetly a na důkaz souhlasu s jeho obsahem připojují své podpisy.

V Kroměříži dne:

DŮM KULTURY v Kroměříži,
příspěvková organizace
Tovačovského 2828
767 01 KROMĚŘÍŽ
IČO: 70962642 * DIČ: C770962642

Dům kultury v

**PŘÍLOHA 1 - END USER LICENSE TERMS**

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