

# Agreement

by and between

**Otto-von-Guericke-Universität Magdeburg**  
represented by its rector, Dr. Jörg Wadzack  
Universitätsplatz 2, 39106 Magdeburg, Germany

for: SAP University Competence Center (UCC)

- hereinafter referred to as **Contractor** -

and

**University of Hradec Kralove**  
represented by its Prof. Kamil Kuča  
Rokitanského 62, 50003 Hradec Králové, Czech Republic

- hereinafter referred to as **Client** -

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## **Recitals**

The Contractor, as an SAP University Competence Center (hereinafter referred to as "**UCC**"), in cooperation with SAP SE, hosts and maintains SAP software and provides access to these systems to institutions of higher education and other public educational institutions. The exclusive purpose of the UCC is the provision of research, education and training to students and pupils, of internal training to professors/lecturers and the preparation of scholarly projects (Diploma theses, Master theses, dissertations/doctoral theses, term papers etc.) using SAP software.

As a non-commercial institution within the Otto-von-Guericke-Universität Magdeburg, the UCC intends to promote networking of educational institutions and interdisciplinary, practical education and research.

This Agreement is subject to a valid Software License Agreement between the Client and SAP SE.

## **Section 1 The Contractor's Services**

(1) The Client will choose the option(s):

### **E One SAP ERP system with five clients with one dataset (GBI)**

(2) The Contractor shall render the following services:

- Provision and maintenance of the SAP software and services selected from the list in (1) above;
- Hotline for fault reporting from Monday to Friday (on Saxony-Anhalt business days) from 8 a.m. to 6 p.m. [GMT +1];
- First Level Support from Monday to Friday (on Saxony-Anhalt business days) from 8 a.m. to 6 p.m. [GMT +1];
- Forwarding of problems to the SAP First Level Customer Support (FLCS) or the SAP remote support, as required, and follow-up on problem solutions from Monday to Friday (on Saxony-Anhalt business days) from 8 a.m. to 6 p.m. [GMT +1];
- Hardware operation;
- Backup/Recovery services within the scope customary for university computing centers;
- Joint development of training concepts;
- Provision of WWW pages for information;
- Performing of upgrades for the SAP software employed;

- (3) Access to the UCC to the Client will be provided via the Deutsches Forschungsnetz (DFN) [Germany's National Research and Education Network].
- (4) The offered services are available 7 days a week / 24 hours a day during the contract period and the Contractor will use commercially reasonable efforts to make the services available in accordance with prevailing hosting industry standards. Any service times deviating from this schedule shall be announced with sufficient lead time. The availability of systems and the resolution of system faults shall be subject to the provisions of the First Level Customer Support of SAP SE, the support level guaranteed to the UCC by the hardware manufacturer, and the terms and conditions stipulated by the DFN.
- (5) Any further services, for example within the framework of research projects, may be agreed upon separately. Such services do not form part of this Agreement and shall be billed separately.

## **Section 2**

### **The Client's Services and Obligations**

- (1) The Client shall be responsible for the frontend hardware and software. The connection fees shall be borne by the Client.
- (2) The Client's obligations:
  - The Client shall not be allowed to perform any modifications to SAP software.
  - The Client has the sole responsibility for the functionality of developments created by the Client in training courses and research projects, and the Contractor herewith excludes any liability and warranty in connection with the Client's developments.
  - The Client shall announce to the UCC its static IP addresses. The Client undertakes to ensure sufficient network capacity for the performance of training courses. Connections through providers with dynamic IP addresses may, in individual cases, be used by lecturers and students.
  - The Client shall provide information on the planned training courses (date/time and participants) at the dates to be specified by the UCC in time.
  - Resource-intensive activities (for example, larger batch runs) shall require timely coordination with the UCC and shall be scheduled by Client, if required.
  - The Client shall communicate incidents to the UCC precisely and comprehensibly via the Service Desk.
  - The Client shall appoint a dedicated contact person for the collaboration with the UCC.
  - The administration of authorized users and the installation of the SAP frontend software shall be the Client's responsibility.

**Section 3**  
**Lump Sum Fee**

- (1) For the hosting and services of the option(s) in Section 1, subsection 1, the Client shall pay the Contractor the annual lump sum fee(s) in the amount of

Position	Price
E	Euro 8,200.00

- (2) After system access has been granted, the above lump sum fee will be billed separately by the Contractor. The lump sum fee shall be due and payable within 14 days from the date of the invoice. The Contractor shall inform the Client of system access in writing. In the case of Section 5, subsection 3 the client will be refunded payments pro rata temporis for services after the cancellation date.
- (3) In the event that any of the Contractor's services in connection with this Agreement are subject to VAT, the amounts necessary therefore shall be billed subsequently and be paid by the Client separately.

#### **Section 4 Liability**

- (1) In case of damages caused by intent or gross negligence Contractor shall be held liable according to legal regulations. The same applies in case of injury to life, body or health, in case of claims asserted under product liability law, in case of other obligatory liability cases or to the amount of a guarantee provided by the Contractor.
- (2) In the event of other slight negligence where material contractual obligations (cardinal duties) were breached Contractor's liability shall be limited to such typical damage as is reasonably foreseeable on conclusion of this Agreement given the information available to the Contractor at that time. Material contractual obligations are those obligations which only enable proper performance of the contract and which the Client trusted in and was entitled to and, if not properly performed, prevent the purpose of the contract.
- (3) No additional contractor's liability is assumed.
- (4) The above mentioned limitation of liability includes personal liability of contractor's employees, agents and entities.

#### **Section 5 Term and Termination of the Agreement**

- (1) This Agreement enters into force on **March 01, 2019** and shall be limited to an initial term of one year. Thereafter the Agreement shall be extended for an additional period of one year each unless terminated by the parties hereto subject to six months notice. The termination must be in writing.
- (2) Without prejudice to the right of termination for cause, the Agreement may be terminated subject to a notice of six weeks if a party hereto continues to substantially breach the obligations under this Agreement and/or continues to jeopardise system operation deliberately or by neglect, even though such party was granted an appropriate time period to take remedial action.
- (3) The Agreement, with no need for a notice of termination, will end before its expiration if and when the contractual relationship between Contractor and SAP SE, or between the Client and SAP SE, ends.

#### **Section 6 Confidentiality**

- (1) The parties hereto undertake to treat any and all confidential information and business secrets they obtained from the other party in the course of this Agreement, even if such information and/or business secrets were not designated as confidential, strictly confidential for an unlimited period of time, to the extent that such information or business secrets are not evident or available to the general public.
- (2) The parties hereto shall ensure that any employees and agents involved in the performance of this Agreement keep the confidentiality obligations as set forth herein.

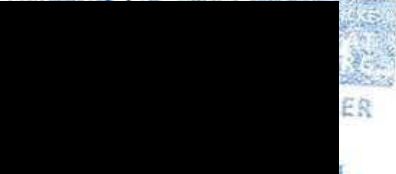
## Section 7 Final Provisions

- (1) Any use of systems from Section 1, subsection 1 for administrative functions of the institutions involved is excluded. The Contractor shall communicate to SAP SE any misuse of the SAP software by the Client that the Contractor has become aware of. The terms and conditions governing the use of SAP software for research and teaching purposes are set forth in the Software License Agreement between SAP SE and Client.
- (2) The law of the Federal Republic of Germany shall apply to this Agreement.
- (3) Any alterations, modifications and amendments of this Agreement must be in writing. The requirement of form can only be waived in writing.
- (4) Exclusive venue for any and all litigation arising out of or in connection with this Agreement shall be Magdeburg.
- (5) Should any provision of this Agreement be or become invalid, this shall not affect the validity of the remaining provisions. In accordance with the principle of good faith, the parties hereto shall make all reasonable effort to replace the invalid provision by a valid provision of equal economic benefit, provided that this does not lead to a substantial change of the content of this Agreement. The same shall apply to any gaps in this Agreement which need to be filled.
- (6) The parties agree that the agreement of **March 01, 2018** will be annulled with the signing of this contract.

Magdeburg, 29.03.19  
city date

Otto-von-Guericke-Universität  
Magdeburg

Kanzler



Dr. Jörg Wadzack

Hradec Králové, 25.02.2019  
city date

University of Hradec Kralove

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IČ: 62690094, DIČ: CZ62690094



Prof. Kamil Kuča