

**ORDERING DOCUMENT**

Oracle Czech s.r.o.  
 U Trezorky 921/2  
 158 00 Praha 5 – Jinonice  
 Česká republika  
 IČO: 614 98 483, DIČ: CZ61498483  
 Registrace: MS Praha, sp. zn. C 30435

<b>Name</b>	Povodí Ohře, státní podnik	<b>Contact</b>	Jan Hrdina
<b>Address</b>	Bezručova 4219 Chomutov 430 03	<b>Phone Number</b>	+420 (6067)57460
		<b>Email Address</b>	jhrdina@poh.cz

License Summary	
Product Description / License Type	Quantity
Oracle Database Standard Edition 2 - Processor Perpetual	2

License Migration			
Existing Licenses (Terminated)	CSI	Quantity	Migrated Licenses (New)
Oracle Database Standard Edition One - Processor Perpetual	14278890	1	Oracle Database Standard Edition 2 - Processor Perpetual
Oracle Database Standard Edition - Processor Perpetual	18719998	1	Oracle Database Standard Edition 2 - Processor Perpetual

Migrated Licenses (New)	Quantity	List Fee	List Credit	Discount %	Net Credit	Net Fee
Oracle Database Standard Edition 2 - Processor Perpetual Software Update License & Support	1	406 744,00	406 744,00	0.0	0,00	0,00 38 438,57
Oracle Database Standard Edition 2 - Processor Perpetual Software Update License & Support	1	406 744,00	406 744,00	0.0	0,00	0,00 69 349,18

Other Fees	Quantity	
Reinstatement Fee	1	4 104,04
	<b>Other Fees</b>	<b>4 104,04</b>

Fee Description	Net Fee
Migrated Licenses (New) Program Fees	0,00
Migrated Licenses (New) Program-Related Service Offerings Fees	107 787,75

<b>Fee Description</b>		<b>Net Fee</b>
Other Fees		4 104,04
<b>Total Fees</b>		<b>111 891,79</b>

## A. Agreement and Modifications to the Agreement

### 1. Agreement

a. This order incorporates by reference the terms of the Online Transactional Oracle Master Agreement v040119 (the "Master Agreement") which may be viewed at <http://www.oracle.com/contracts>. The defined terms in the Master Agreement shall have the same meaning in this order unless otherwise specified herein.

### 2. Applicable Schedule(s)

a. Programs and Program-Related Service Offerings are governed by Schedule P - Program.

## B. General Terms

### 1. Summary of Fees

a. Listed above is a summary of net fees due under this order. All fees on this order are in Czech Koruna and are exclusive of any applicable shipping charges or applicable taxes.

b. You have ordered Hardware and/or Programs and 1 year of technical support services.

### 2. Territory

a. The Program licenses included on this order are for use in the Czech Republic.

### 3. Fees

a. Once placed, Your order shall be non-cancelable and the sums paid nonrefundable, except as provided in the Master Agreement.

### 4. Effective Date

If accepting this order electronically, the effective date of this order is the date You click to accept the order. Otherwise, the effective date is stated below.

### 5. Order of Precedence

In the event of any inconsistencies between the agreement and this ordering document, this ordering document shall take precedence.

### 6. Offer Validity

This order is valid through 30-AUG-2019, and shall become binding upon execution by You and acceptance by Oracle.

### 7. Customer Reference

Oracle may refer to You as an Oracle customer of the ordered Products and Service Offerings in sales presentations, marketing vehicles and activities.

### 8. License Definitions and Rules

This order incorporates by reference the terms of the License Definitions and Rules v061119 which may be viewed at <http://www.oracle.com/contracts>. To fully understand Your order, You need to review the applicable metric definitions, term designation and rules.

## C. Other

## 1. License Migration

a. The support fees due under this order shall be reduced by the amount of unused Software Update License & Support associated with the migrated existing licenses ("support"), provided the invoices for such support have been paid in full. The amount of unused support as of 30-Aug-2019 is Czech Koruna 9 001,00 and represents an estimate of the support fee credit. The actual support fee reduction will be processed as of the effective date of this order.

b. You agree to migrate licenses previously acquired to new license types and/or Program names in accordance with the license definitions and rules applicable to the new licenses. The existing licenses to be migrated are specified in the Existing Licenses (Terminated) column of the License Migration table above. These licenses are migrated to the number of licenses and license types specified in the Migrated Licenses (New) column of the License Migration table above. All existing licenses that are being migrated will be deemed terminated upon execution of this order. Notwithstanding the preceding and provided that You maintain technical support for all of the licenses specified above, for 24 months from the effective date of this order (the "transition period"), You may use both the Existing Licenses (Terminated) and the Migrated Licenses (New) provided Your usage does not exceed the amount for which You (i) are licensed (with respect to the Migrated Licenses (New)) and (ii) were licensed (with respect to the Existing Licenses (Terminated)). At the end of the transition period, You will no longer have any right to use the terminated licenses. If Your licensing needs increase in the future, You must purchase any necessary licenses to meet Your increased needs. You will not be permitted to reinstate the terminated licenses. During the transition period Oracle will continue to provide technical support, if ordered, for both the Existing Licenses (Terminated) and the Migrated Licenses (New). Any rights to the Migrated Licenses (New) that are in addition to the rights granted under the Master Agreement shall be as specified in this order; and if no additional rights are specified, only the rights granted under the Master Agreement shall be applicable to the Migrated Licenses (New).

## 2. License Summary

The License Summary table specified above provides a comprehensive list of the Program licenses that You have ordered pursuant to this order. The License Migration table(s) above describe in further detail the Program licenses and associated fees.

## 3. Standard Edition 2

The technical support fees due under this order for the Oracle Database Standard Edition 2 Program reflect a twenty percent (20%) increase in technical support fees from the technical support fees that You paid for the prior year for technical support for the Oracle Database Standard Edition One Program. You acknowledge that all future technical support that You order for the Oracle Database Standard Edition 2 Program shall include that increase.

## 4. Reinstatement Fee

The reinstatement fee amount as of 30-Aug-2019 is specified above and represents an estimate of the reinstatement fee. The actual reinstatement fee will be processed as of the effective date of this order.

Povodí Ohře, státní podnik	Oracle Czech s.r.o.
Signature	Signature
Name	Name
Title	Title
Signature Date	Signature Date
Effective Date	Effective Date

*P. P. 2019*      8.8.2019

(to be completed by Oracle)      8.8.2019



Povodí Ohře, státní podnik (46)  
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### BILL TO / SHIP TO INFORMATION

Bill To		Ship To	
<b>Customer Name</b>	Povodí Ohře, státní podnik	<b>Customer Name</b>	Povodí Ohře, státní podnik
<b>Customer Address</b>	Bezručova 4219 Chomutov 430 03	<b>Customer Address</b>	Bezručova 4219 Chomutov 430 03
<b>Contact Name</b>	Jan Hrdina	<b>Contact Name</b>	Jan Hrdina
<b>Contact Phone</b>	+420 (6067)57460	<b>Contact Phone</b>	+420 (6067)57460
<b>Contact Email</b>	jhrdina@poh.cz	<b>Contact Email</b>	jhrdina@poh.cz

