



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



S435/19-96100-01

Smlouva o dodání software pro infrastrukturu IT4Innovations

SMLUVNÍ STRANY:

Vysoká škola báňská – Technická univerzita Ostrava

se sídlem: 17. listopadu 2172/15, 708 00 Ostrava – Poruba
zastoupená: doc. Mgr. Vítem Vondrákem, Ph.D., ředitelem IT4Innovations
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(dále jen „Objednatel“)

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uzavřely níže uvedeného dne, měsíce a roku tuto smlouvu v souladu s ustanovením § 1746 odst. 2 zákona č. 89/2012 Sb., občanský zákoník, ve znění pozdějších předpisů (dále jen „občanský zákoník“)

(dále jen „Smlouva“).

1. ÚVODNÍ USTANOVENÍ

- 1.1 Objednatel prohlašuje, že:
 - 1.1.1 je právnickou osobou, veřejnou vysokou školou univerzitního typu založenou podle zákona č. 111/1998 Sb., o vysokých školách a o změně a doplnění dalších zákonů (zákon o vysokých školách), ve znění pozdějších předpisů, a
 - 1.1.2 splňuje veškeré podmínky a požadavky v této Smlouvě stanovené a je oprávněn tuto Smlouvu uzavřít a řádně plnit závazky v ní obsažené.
- 1.2 Dodavatel prohlašuje, že splňuje veškeré podmínky a požadavky v této Smlouvě stanovené a je oprávněn tuto Smlouvu uzavřít a řádně plnit závazky v ní obsažené.

- 1.3 V návaznosti na výsledek zadávacího řízení s názvem "Programový balík LabVIEW" (dále jen „Veřejná zakázka“) uzavírá Objednatel s Dodavatelem tuto Smlouvu, a to za účelem realizace projektu IT4Innovations národní superpočítačové centrum – cesta k exascale, reg. č. CZ.02.1.01/0.0/0.0/16_013/0001791.

2. PŘEDMĚT SMLOUVY

- 2.1 Dodavatel je povinen dodat Objednateli:
- 2 ks perpetuální licence LabVIEW Full, Windows version,
 - 1 ks perpetuální licence LabVIEW Professional Development Systém, Windows version,
 - 1 ks perpetuální licence LabVIEW MathScript Module, Windows version.
- (dále jen „Software“).
- Jedná se o nákup permanentní časově neomezené licence vázané na uživatele s technickou podporou. Dodavatel je povinen dodat Software včetně poskytnutí nevýhradní licence, která je udělena na celou dobu trvání majetkových autorských práv k Software.
- 2.2 Dodavatel je zároveň povinen poskytnout technickou podporu k Software minimálně v rozsahu zadávací dokumentace k Veřejné zakázce po dobu jednoho roku od dodání Software podle části 5.
- 2.3 Objednatel se zavazuje Software převzít a zaplatit Dodavateli cenu ve výši a za podmínek sjednaných v této Smlouvě.
- 2.4 Smluvní strany prohlašují, že Software je standardní software s možností výrobce poskytovat nevýhradní licence, a tedy se na něj nevztahuje § 61 zákona č. 121/2000 Sb., o právu autorském, o právech souvisejících s právem autorským a o změně některých zákonů (dále jen „autorský zákon“), ve znění pozdějších předpisů.
- 2.5 Další podmínky užívání software jsou uvedeny v licenčních podmínkách, které tvoří přílohu č. 1 této Smlouvy.

3. CENA A PLATEBNÍ PODMÍNKY

- 3.1 Smluvní strany se dohodly na celkové a konečné ceně ve výši 86.875,00 CZK bez DPH, sazba DPH ve výši 21%, cena včetně DPH 105.118,75 CZK.
- 3.2 Celková cena je nepřekročitelná vyjma případů zákonné změny sazby DPH. V celkové ceně jsou zahrnuty veškeré náklady Dodavatele spojené se splněním jeho závazků z této Smlouvy, tj. zahrnuje dodání Software včetně licence, technickou podporu, a dále náklady na dopravu, veškeré případné daně, cla, poplatky spojené s platebním stykem – bezhotovostním převodem, jiné platby a další související náklady.
- 3.3 Objednatel se zavazuje zaplatit celkovou cenu uvedenou v bodě 3.1 na základě řádného daňového dokladu – faktury vystavené Dodavatelem. Dodavatelem vystavená faktura musí obsahovat název projektu (IT4Innovations národní superpočítačové centrum – cesta k exascale), reg. číslo projektu (CZ.02.1.01/0.0/0.0/16_013/0001791), identifikaci této Smlouvy a Software. Přílohou faktury musí být podepsaný předávací protokol potvrzující protokolární převzetí Software. Dále musí faktura splňovat náležitosti daňového a účetního dokladu dle zákona č. 563/1991 Sb., o účetnictví, ve znění pozdějších předpisů, a zákona č. 235/2004 Sb., o dani z přidané hodnoty, ve znění pozdějších předpisů. V případě, že faktura takové náležitosti nebude splňovat, popř. bude chybně vyúčtována cena nebo DPH, bude Objednatelem vrácena do 20 dnů ode dne jejího doručení k opravení bez proplacení. V takovém případě běží u

předmětné faktury lhůta splatnosti znovu ode dne doručení opravené či nově vyhotovené faktury Objednateli. Fakturu Dodavatel doručí Objednateli doporučenou poštou na adresu Objednatele.

- 3.4 Cena je splatná do 30 kalendářních dnů ode dne doručení příslušné faktury Objednateli na e-mail nakupy@it4i.cz. Smluvní strany se dohodly na tom, že závazek zaplatit cenu je splněn dnem odepsání příslušné částky z účtu Objednatele ve prospěch účtu Dodavatele uvedeného na titulní straně této Smlouvy.

4. DOBA A MÍSTO PLNĚNÍ

- 4.1 Dodavatel je povinen dodat Software (včetně licence) tak, aby mohl být Objednatelem užíván do 15 dnů od účinnosti Smlouvy. Dodavatel je povinen oznámit termín dodání Software nejméně 5 dnů předem, v opačném případě není Objednatel povinen k přijetí Software; v takovém případě nejde o porušení povinností Objednatele.
- 4.2 Místem dodání Software je budova IT4Innovations národního superpočítačového centra v Ostravě-Porubě, ul. Studentská, č.p. 6231, č. or. 1B v areálu sídla Objednatele, pokud Objednatel nesdělí Dodavateli písemně jinou adresu.

5. DODÁNÍ PLNĚNÍ

- 5.1 Software je dodán v okamžiku jeho převzetí Objednatelem v místě plnění po akceptaci Software. Akceptací se rozumí ověření úspěšné instalace Software na systémech IT4Innovations spuštěním jednotlivých komponent a ověřením jejich základní funkcionality. O předání a převzetí Software bude vyhotoven předávací protokol, který musí být podepsán oběma smluvními stranami. Objednatel není povinen převzít Software v případě, že nesplňuje podmínky uvedené v této Smlouvě.
- 5.2 Předávací protokol bude obsahovat:
- označení Software včetně uvedení výrobního čísla, sériového čísla (pokud existují), označení Smlouvy,
 - označení Objednatele a Dodavatele,
 - datum a místo,
 - podpis zástupce Objednatele a Dodavatele.

6. ZÁRUČNÍ PODMÍNKY

- 6.1 Záruční podmínky se řídí podle podmínek výrobce, které jsou uvedeny v Příloze č. 1 této Smlouvy.

7. TECHNICKÁ PODPORA

- 7.1. Technická podpora se řídí podle podmínek výrobce, které jsou uvedeny v Příloze č. 1 této Smlouvy.

8. OPŘÁVNĚNÉ OSOBY

- 8.1 Každá ze smluvních stran jmenuje oprávněnou osobu, popř. zástupce oprávněné osoby. Oprávněné osoby budou zastupovat smluvní stranu v obchodních a technických záležitostech souvisejících s plněním této Smlouvy.
- 8.2 Oprávněné osoby nejsou zmocněny k jednání, jež by mělo za přímý následek změnu této Smlouvy nebo jejího předmětu.
- 8.3 Smluvní strany se dohodly na těchto oprávněných osobách:
- za Objednatele:

[REDACTED]

b) za Dodavatele:

[REDACTED]

8.4 Smluvní strany jsou oprávněny změnit oprávněné osoby, jsou však povinny na takovou změnu druhou smluvní stranu písemně upozornit.

9. SANKČNÍ UJEDNÁNÍ

- 9.1 V případě prodlení Dodavatele s termínem dodání Software dle odst. 4.1 této Smlouvy se zavazuje Dodavatel uhradit Objednateli smluvní pokutu ve výši 0,3 % z celkové ceny bez DPH, a to za každý i započatý den prodlení, maximálně do výše 10 % z celkové ceny bez DPH podle bodu 3.1 této smlouvy
- 9.2 Pro případ prodlení Objednatele se zaplacením faktury je Dodavatel oprávněn požadovat zaplacení zákonného úroku z prodlení.
- 9.3 Splatnost vyúčtovaných smluvních pokut a úroků z prodlení je 30 dnů od data doručení písemného vyúčtování příslušné smluvní straně a za den zaplacení bude považován den odepsání částky smluvní pokuty nebo úroku z prodlení z účtu příslušné smluvní strany ve prospěch účtu, který bude uveden ve vyúčtování smluvní pokuty nebo úroku z prodlení.
- 9.4 Smluvní pokuta dle této Smlouvy se nezapočítává na úhradu škody, která vznikla v souvislosti s porušením povinností stanovených touto Smlouvou a tyto nároky lze uplatňovat nezávisle na sobě v plné výši.
- 9.5 Dodavatel odpovídá Objednateli za škodu, jež mu vznikla v důsledku porušení povinností vyplývajících pro Dodavatele z této Smlouvy. Smluvní strany se dohodly, že pokud nebylo dohodnuto jinak, (i) za škodu, kterou bylo možno v době uzavření této Smlouvy rozumně předvídat ve vztahu ke konkrétní skutečnosti, v jejímž důsledku újma (v souvislosti se Software) vznikla, se považuje částka padesát tisíc euro (50 000 EUR) nebo cena Software, podle toho, která z těchto částek je vyšší a (ii) právo Objednatele na náhradu škody se omezuje částkou uvedenou pod bodem (i) a Objednatel není oprávněn k žádné náhradě škody nad rámec této částky. Bez ohledu na výše uvedené se smluvní strany rovněž dohodly, že Dodavatel není odpovědný za jakékoliv následné škody (včetně regresních nároků), ušlý zisk nebo ztrátu informací. Výše uvedená omezení se však netýkají odpovědnosti Dodavatele v případě smrti nebo zranění způsobeného porušením povinností vyplývajících pro Dodavatele z této Smlouvy a odpovědnosti Dodavatele za porušení jeho povinností z této Smlouvy úmyslně či z hrubé nedbalosti. Smluvní strany se dohodly, že Dodavatel neodpovídá za jakoukoli nemajetkovou újmu. Ustanovení § 2971 občanského zákoníku se tímto vylučuje.
- 9.6 Smluvní pokuty je Objednatel oprávněn započíst proti pohledávce Dodavatele na úhradu celkové ceny.

10. OSTATNÍ

- 10.1 Dodavatel se dále za podmínek stanovených touto Smlouvou a v souladu s pokyny Objednatele a při vynaložení veškeré potřebné odborné péče, zavazuje umožnit uveřejnění této Smlouvy na profilu Objednatele, a to v souladu se ZZVZ.

11. PLATNOST A ÚČINNOST SMLOUVY

- 11.1 Tato Smlouva nabývá platnosti dnem jejího podpisu oběma smluvními stranami a účinnosti dnem uveřejnění Smlouvy v registru smluv v souladu s příslušnými ustanovením 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 (dále jen „zákon o registru smluv“) v případě, že tato Smlouva vyžaduje uveřejnění v registru smluv ve smyslu tohoto zákona. Pokud ne, nabývá Smlouva účinnosti v den podpisu oběma smluvními stranami.
- 11.2 Každá smluvní strana je oprávněna odstoupit od této Smlouvy pouze z důvodů stanovených touto Smlouvou.
- 11.3 Objednatel je oprávněn odstoupit od této Smlouvy v případě
- 11.3.1 prodlení Dodavatele s dodáním Software po dobu delší než 20 dnů oproti termínu plnění stanovenému v této Smlouvě,
- 11.3.2 pokud je tak uvedeno v licenčních nebo jiných podmínkách v Příloze č. 1 této Smlouvy,
- 11.3.3 pokud dodavatel v průběhu trvání Smlouvy ztratil způsobilost řádně plnit závazky vyplývající ze Smlouvy, tzn. pozbyl oprávnění uvedené v odst. 1.2 Smlouvy.
- 11.4 Dodavatel je oprávněn odstoupit od této Smlouvy v případě prodlení Objednatele se zaplacením ceny dle této Smlouvy po dobu delší než 60 dnů.
- 11.5 Každá ze smluvních stran je oprávněna písemně odstoupit od této Smlouvy, pokud:
- 11.5.1 na majetek druhé smluvní strany je prohlášen úpadek, smluvní strana sama podá dlužnický návrh na zahájení insolvenčního řízení nebo insolvenční návrh je zamítnut proto, že majetek nepostačuje k úhradě nákladů insolvenčního řízení (ve znění zákona č. 182/2006 Sb., o úpadku a způsobech jeho řešení (insolvenční zákon), ve znění pozdějších předpisů); nebo
- 11.5.2 druhá smluvní strana vstoupí do likvidace.
- 11.6 Účinky odstoupení od Smlouvy nastávají dnem doručení písemného oznámení o odstoupení druhé smluvní straně, popř. pozdějším dnem uvedeným v písemném oznámení o odstoupení.
- 11.7 Ukončením účinnosti této Smlouvy nejsou dotčena ustanovení Smlouvy, z jejichž povahy vyplývá, že mají trvat i po zániku účinnosti této Smlouvy, např. nároky ze smluvních pokut, pokud vznikly před ukončením této Smlouvy.

12. ZÁVĚREČNÁ USTANOVENÍ

- 12.1 Práva a závazky touto Smlouvou neupravené se řídí právním řádem České republiky, zejména občanským zákoníkem a autorským zákonem, s vyloučením kolizních norem. Smluvní strany se rovněž zavazují dodržovat pravidla Operačního programu Výzkum, vývoj a vzdělávání.
- 12.2 V případě zániku Dodavatele bez právního nástupce je Objednatel i nadále oprávněn využívat Software dle této Smlouvy.
- 12.3 Změnit nebo doplnit tuto Smlouvu mohou smluvní strany pouze formou písemných dodatků, které budou vzestupně číslovány a podepsány oprávněnými zástupci smluvních stran.
- 12.4 Smluvní strany se dohodly, že v případě rozporu mezi ustanoveními příloh a ustanoveními této Smlouvy jsou rozhodná ustanovení příloh této Smlouvy.
- 12.5 Pokud by se kterékoliv ustanovení této Smlouvy ukázalo být neplatným nebo nevynutitelným nebo se jím stalo po uzavření této Smlouvy, pak tato skutečnost nepůsobí neplatnost ani nevynutitelnost ostatních ustanovení této Smlouvy, nevyplyvá-li z donucujících ustanovení právních předpisů jinak. Smluvní strany

se zavazují takové neplatné či nevynutitelné ustanovení nahradit platným a vynutitelným ustanovením, které je svým obsahem nejbližší účelu neplatného či nevynutitelného ustanovení.

- 12.6 Dodavatel nemůže bez souhlasu Objednatele postoupit svá práva a povinnosti plynoucí ze Smlouvy třetí straně.
- 12.7 Veškeré spory mezi smluvními stranami vyplývající nebo související s ustanoveními této Smlouvy budou řešeny vždy nejprve smírně vzájemnou dohodou. Nebude-li smírného řešení dosaženo v přiměřené době, bude mít kterákoliv ze smluvních stran právo předložit spornou záležitost k rozhodnutí místně příslušnému soudu. V souladu s § 89a zák. č. 99/1963 Sb., občanský soudní řád, ve znění pozdějších předpisů, se za místně příslušný soud k projednávání sporů z této Smlouvy prohlašuje obecný soud Objednatele.
- 12.8 Tato Smlouva je vyhotovena ve třech stejnopisech, z nichž Dodavatel obdrží jeden stejnopis a Objednatel dva stejnopisy.
- 12.9 Nedílnou součástí této Smlouvy tvoří příloha č. 1 – licenční a jiné podmínky uvedené v nabídce.
- 12.10 Smluvní strany prohlašují, že Smlouva včetně příloh Smlouvy neobsahuje obchodní tajemství ve smyslu § 504 občanského zákoníku a Smlouva včetně příloh Smlouvy tak může být v plném rozsahu uveřejněna v registru smluv ve smyslu zákona o registru smluv.
- 12.11 Smluvní strany shodně prohlašují, že jsou si vědomy všech právních důsledků touto Smlouvou vyvolaných, souhlasí se všemi jejími ustanoveními, s nimiž se podrobně seznámily.

v Ostravě dne 7.8.2019

v Praze dne 15.7.2019

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Account Manager

Příloha č. 1: licenční a jiné podmínky

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Addendum A Source Code License

Addendum B Special License Types

Evaluation License; Pre-Release Software

Compile-Only License (Measurement Studio)

Driver Interface Software

Multiple Access License (NI-488.2 Software for GPIB-ENET)

Concurrent Use License

Debug License

Continuous Integration License (LabVIEW)

Addendum C Volume License Program Terms

Addendum D Enterprise Program Terms

Addendum E Academic License Terms

Addendum F Product-Specific Provisions (TestStand, Measurement Studio)

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You acknowledge and agree that the **SOFTWARE IS EVALUATION ONLY AND MAY ALSO BE PRE-RELEASE SOFTWARE. AS SUCH, THE SOFTWARE MAY NOT BE FULLY FUNCTIONAL AND YOU ASSUME THE ENTIRE RISK AS TO THE RESULTS AND PERFORMANCE OF THE SOFTWARE. NI WILL NOT UPDATE THE SOFTWARE, NOR WILL NI SUPPORT THE SOFTWARE. SOFTWARE PROVIDED UNDER AN EVALUATION LICENSE IS PROVIDED WITHOUT WARRANTY OR OBLIGATION OF INDEMNITY ON NI. THE SOFTWARE MAY CONTAIN CODE THAT WILL, AFTER A CERTAIN TIME PERIOD, DEACTIVATE THE SOFTWARE AND RENDER THE SOFTWARE UNUSABLE, AND IT MAY DO SO WITHOUT WARNING.** Upon such deactivation, this Agreement will be considered terminated. NI may in its sole discretion terminate the evaluation license at any time. If the Software consists of pre-release software and is also covered by a separate, written alpha/beta license (the "Beta Agreement") between you and NI, the terms and conditions of the Beta Agreement, which are incorporated herein by reference, will also apply to your use of the Software. In the event of a conflict between this Agreement and the Beta Agreement, the terms of the Beta Agreement will control.

You agree to use reasonable efforts to provide feedback to NI regarding your use of the Software, including promptly reporting to NI errors or bugs that you might find. Any such feedback you disclose to NI, including any changes or suggested changes to NI's current or future products and services (collectively "Feedback"), will be received and treated by NI on a non-confidential and unrestricted basis, notwithstanding any restrictive or proprietary legends to the contrary accompanying or otherwise associated with the Feedback. You hereby grant to NI a worldwide, royalty-free, non-exclusive, perpetual, and irrevocable license to use, copy, and modify Feedback for any purpose, including incorporation or implementation of such Feedback into NI products or services, and to display, market, sublicense, and distribute Feedback as incorporated or embedded in any product or service distributed or offered by NI. The Feedback license set forth herein will survive expiration or termination of the Agreement.

Compile-Only License (Measurement Studio)

If you have acquired a Measurement Studio compile-only license, you must have also licensed a full version of Measurement Studio under a separate license with NI. The Measurement Studio compile-only license allows you to install the Measurement Studio Software on the number of computers in your workplace identified in the applicable documentation provided to you by NI or its authorized affiliate, including on a network device and run concurrently, provided that only your licensed applicable employee(s) may access or use the Measurement Studio Software on the network device and only up to the number of licenses specified in the documentation. You may only use the compile/build function of the Measurement Studio Software, and you may only perform that function on source code for your Authorized Application that references the Measurement Studio libraries. In no event may you use the Measurement Studio compile-only license for development, including writing code that creates a new instance of a class defined in a Measurement Studio library or that calls a static method of a class defined in the Measurement Studio library.

The home usage exception is not available for Measurement Studio under a compile-only license. Measurement Studio under a compile-only license is not transferable.

Driver Interface Software

If the Software is or contains Driver Interface Software, you may use the Software for your internal development of Authorized Applications. If you are a business or other entity, you may make and install a reasonable number of copies of the Driver Interface Software, other than NI-VISA or NI-488.2, as may be reasonably required for your internal development of Authorized Applications. You may not make additional copies of NI-VISA and NI-488.2 except for backup or archival purposes as expressly permitted in the Agreement or as expressly permitted by NI in writing. If you received the Driver Interface Software from a third party with or as part of an Authorized Application,

then you may only use the Driver Interface Software with such Authorized Application.

Multiple Access License (NI-488.2 Software for GPIB-ENET)

If you have acquired a multiple access license, you may install and use the NI-488.2 Software on any number of computers or storage devices in your workplace solely for the purpose of accessing Ethernet to GPIB controllers. The limitation against using multiple versions of Software made available by NI on installation media or by download does not apply to the NI-488.2 software.

You may transfer the license to a third party in the same country in which you purchased the license, or within the European Union if you purchased the license in the European Union, provided that you notify NI in writing of such transfer, including the name and location of such third party; such third party accepts the terms and conditions of this Agreement; and after such transfer you do not retain any copies of the Software, including any upgrades and updates that you may have received, nor retain any of the written materials accompanying the Software. NI may, in its discretion, charge you a fee for the transfer.

Concurrent Use License

If you have acquired a concurrent use license, you may install the Software on any or all computers at the physical location to which NI initially delivered the Software ("Site"). The Software may be used by all of your employees at the Site; provided, however, in no event may the number of authorized users who are accessing or running any of the Software at the same time exceed the maximum number of licenses you have purchased. You agree that you will also use a NI-approved volume license manager and the license file provided by NI that controls end-user access to the Software to ensure compliance with the foregoing.

There is no home use exception for a concurrent use license. Concurrent use licenses are not transferrable.

Debug License

If you have acquired a debug license, you must have licensed the applicable software components (identified below as "Software Components Required") under a separate named user license, computer based license, or VLP license with NI, in which case your applicable employee(s) may now, under the debug license, install such software components on one (1) additional target production computer for each debug license acquired and for debug purposes only or, in the case of a concurrent debug license, in accordance with the use restrictions applicable to concurrent licenses and for debug purposes only.

Debug License: NI TestStand

Software Components Required:

NI TestStand runtime execution engine for executing your sequences and the complete NI TestStand sequence editor development environment;

one (1) copy of LabVIEW and the applicable software toolkits;

one (1) copy of LabWindows/CVI and the applicable software toolkits;

one (1) copy of Measurement Studio and the applicable software toolkits

Debug License: NI TestStand Semiconductor Module

Software Components Required:

NI TestStand Semiconductor Module;

NI TestStand runtime execution engine for executing your sequences and the complete NI TestStand sequence editor development environment;

one (1) copy of LabVIEW and the applicable software toolkits;

one (1) copy of LabWindows/CVI and the applicable software toolkits;

one (1) copy of Measurement Studio and the applicable software toolkits

Debug License: LabVIEW

Software Components Required:

one (1) copy of LabVIEW and the applicable software toolkits

Debug License: LabWindows/CVI

Software Components Required:

one (1) copy of LabWindows/CVI and applicable software toolkits

Debug License: Measurement Studio

Software Components Required:

one (1) copy of Measurement Studio and the applicable software toolkits

Debug License: For each of the following software or any other software designated by NI as being software with respect to which NI offers a debug license, you must acquire a copy of the software for which the debug software was developed (for example, one copy of NI Switch Executive for the debug license for NI Switch Executive).

NI Switch Executive

LabVIEW Mobile Module

LabVIEW Touch Panel Module

LabVIEW Real-Time Module

LabWindows/CVI Real-Time Module

LabVIEW FPGA Module

LabVIEW Control Design and Simulation Module

LabVIEW Vision Development Module

LabVIEW Statechart Module

LabVIEW DSC Module

LabVIEW DSP Module

If you licensed the applicable software components under a license other than a concurrent use license, then each of the applicable components must be used on the same target production computer. In no event may you use components subject to a debug license for developing new programs (e.g., test sequences/modules, virtual instruments). Further, if you acquire any upgrade to the applicable software, your existing debug license cannot be used with such upgrade. Rather, you must acquire a separate, "upgraded" debug license from NI for use with such upgrade.

There is no home usage exception for debug licenses.

With the exception of concurrent debug licenses, you may transfer the debug license to a third party in the same

country in which you purchased the license or within the European Union if you purchased the license in the European Union, provided that you notify NI in writing of such transfer, including the name and location of such third party; such third party accepts the terms and conditions of this Agreement; and after such transfer you do not retain any copies of the Software, including any upgrades and updates that you may have received, nor retain any of the written materials accompanying the Software. NI may, in its discretion, charge you a fee for the transfer of the license.

Continuous Integration License (LabVIEW)

If you have acquired a LabVIEW continuous integration license, you must have also licensed a full version of LabVIEW under a separate license with NI. The LabVIEW continuous integration license allows you to install the LabVIEW Software on the number of computers in your workplace identified in the applicable documentation provided to you by NI or its authorized affiliate, including on a network device and run concurrently, provided that only your licensed applicable employee(s) may access or use the LabVIEW Software on the network device and only up to the number of licenses specified in the documentation. You may only use the LabVIEW Software for the continuous integration activities of automated testing, automated validation, automated review, and automated build processes and any steps that are necessary in the pursuit and setup of these activities. In no event may you use the Software for development, with the exception of debugging the automation of continuous integration activities.

The home usage exception is not available for LabVIEW under a continuous integration license. LabVIEW under a continuous integration license is not transferable.

ADDENDUM C - Volume License Program Terms

Volume License Program ("VLP"). The VLP is a program to assist customers in managing their licenses. The following terms apply to the VLP.

1. The quote you obtained from NI or its authorized affiliate regarding the VLP and the VLP Startup Kit ("VLP Documentation") is incorporated into this Agreement. In the event of a conflict between the terms and conditions of this Agreement and the VLP Documentation, the terms and conditions of this Agreement will control.
2. Term. The VLP will be effective the date that NI sends the VLP Startup Kit to you ("VLP Effective Date"). The initial term of the VLP will start on the VLP Effective Date and continue for a period of one (1) year (the "Initial VLP Term"). You may renew the VLP for additional one (1) year periods (the Initial VLP Term and each such renewal term each referred to herein as a "VLP Term").
3. Software under the VLP may be used by your employees only on those computers located at the physical location to which NI delivers the Software unless otherwise specified in the VLP Documentation (the "Site"). The definition of "Site" will also include all of your physical locations located within the same country as the Site. In addition, (i) if your Site is located in North or South America, then all of your physical locations within North and South America will be considered in the same country; (ii) if your Site is located in Europe, Middle East, India, or Africa (including Russia and Mongolia), then any of your physical locations within the foregoing regions will be considered in the same country; and (iii) if your Site is located in Asia Pacific, then all of your physical locations in the region will be considered located in the same country. If you purchase a global VLP, then all of your locations worldwide will be considered in the same country as the Site; provided, however, that the Software must be managed from the region to which NI delivers the Software. Your use of the Software under the VLP will, at all times during the VLP Term and thereafter, be subject to all terms and conditions set forth in the Agreement regarding the specific type of license you have acquired under the VLP (i.e. named user, computer-based, or concurrent).
4. You must acquire and maintain during the VLP Term the Software Services for each individual Software license identified in the VLP Documentation and for which NI makes such Software Services available. Software Services will be described in VLP Documentation. NI reserves the right to restrict Software Service to the then most current version of the Software that is commercially available. You understand that NI may not make available Software Service for all Software available under the VLP. Unless otherwise agreed to by NI in writing, you must maintain during the VLP Term a minimum of five (5) licenses to a version of a single NI software product that is considered by NI to be a development version.

5. You must designate an individual in your organization who is responsible for distributing and overseeing the installation and use of the Software, including use of any master installation media and any approved volume license manager, ("Software Administrator") for each Site. You must promptly notify NI in writing of any changes to a Software Administrator.
6. NI will deliver the master installation for the Software and, if provided for in the applicable written quotation from NI or its authorized affiliate, make available NI's volume license manager to the Software Administrator(s) for internal installation and use by your employees. Software documentation is provided in electronic form only and comes with the master installation for the Software.
7. You are responsible for ensuring that an Approved Volume License Manager, together with the most current license file provided by NI that controls end-user access to the Software (to the extent NI has made the Software compatible with an Approved Volume License Manager) is in use at all times, during the term of the VLP and thereafter, with the Software. An "Approved Volume License Manager" means NI's computer software for controlling end user access to the Software and that generates applicable usage compliance information ("NI VLM"); FLEXnet or FLEXlm software; or any other third party software approved in writing by NI for controlling end user access to the Software. If the Approved Volume License Manager is the NI VLM or if NI makes documentation available for the applicable Approved Volume License Manager, such Approved Volume License Manager must be installed and used in accordance with the documentation provided by NI.
8. If you have existing computer-based or named user licenses for the Software that are to be covered by the VLP, you must notify NI in writing of the product, platform, and serial number information for each such license. Each such license and the individual serial number for each license will, as of the VLP Effective Date, no longer be in effect and will be superseded by the licenses within the VLP, which will have a single, common serial number. You must provide NI with information reasonably requested by NI in order to establish and administer the VLP.
9. Concurrent Use License. If you have obtained a concurrent use license under the VLP, you will be bound by the terms for concurrent use licenses, except that the "Site" for the licenses shall be as defined in this Addendum for licenses under a VLP. If you have purchased a global concurrent license, then all of your locations worldwide will be considered in the same country as the Site.
10. You acknowledge and agree that in no event may your use of the Software under the VLP exceed the maximum total number of licenses set forth in the VLP Documentation in addition to any licenses that may be added to the VLP after the VLP Effective Date and any licenses available through the "Overdraft" feature. You agree to pay for licenses accessed through the Overdraft feature.
11. Activity Compliance Logs. Upon request, you agree to provide an activity compliance log ("Activity Compliance Log") for each Site to NI promptly. The Activity Compliance Log must be in a format acceptable to NI.
12. Renewals. If you desire to renew the VLP, you must provide a current Activity Compliance Log to NI at least sixty (60) days before the end of the then current VLP Term. NI or its authorized affiliate will then provide you with a quote for Software Services, any fees for additional VLP licenses added during the VLP Term, including through the "Overdraft" feature, that are applicable ("Additional VLP Fees"), and any fees for new VLP licenses that you request for the renewal VLP Term (the "VLP Renewal Fees"). You must promptly notify NI if the information in the Activity Compliance Log regarding the number of VLP licenses in use changes following your submission, and NI reserves the right to revise the VLP Renewal Fees to reflect any additional VLP licenses used and not reflected in the applicable Activity Compliance Log that you provided to NI at the time you renewed. **IF, PRIOR TO THE END OF THE THEN CURRENT VLP TERM, YOU DO NOT ISSUE A PURCHASE ORDER FOR THE SOFTWARE SERVICES AND ANY ADDITIONAL VLP FEES THAT ARE DUE, (I) THE VLP WILL AUTOMATICALLY TERMINATE AT THE END OF THE CURRENT VLP TERM AND (II) ALL SOFTWARE SERVICES FOR THE VLP WILL AUTOMATICALLY AND IMMEDIATELY TERMINATE AT THE END OF THE THEN CURRENT VLP TERM.**
13. Purchase Orders; Invoices. You must submit purchase orders to NI or its authorized affiliate as follows.
 - i. for initial activation of the VLP: in the amount specified in the applicable written quotation from NI or its authorized affiliate for initial activation of the VLP license and the initial annual user fee for Software Services within the time-frame specified in the quote provided to you
 - ii. for each renewal term: in the amount of VLP Renewal Fees and any Additional VLP Fees prior to the end of the then current VLP Term

14. Software Services are charged on an annual basis. Additional VLP Fees will be pro-rated on a quarterly basis, based on the quarter of the VLP Term in which the Software under such VLP license was first used or such shorter basis as NI may designate.
15. **THE SOFTWARE AND THE APPROVED VOLUME LICENSE MANAGER MAY CONTAIN CODE THAT WILL, FOLLOWING TERMINATION OF THE VLP, DEACTIVATE YOUR ABILITY TO USE THE SOFTWARE UNDER THE VLP. NI MAY ATTEMPT TO PROVIDE YOU WITH AN UPDATED LICENSE FILE, BUT IT IS YOUR RESPONSIBILITY TO OBTAIN SUCH LICENSE FILE FROM NI AND TO INSTALL AND USE THE LICENSE FILE AS SOON AS POSSIBLE AFTER DELIVERY OF SUCH LICENSE FILE, BUT IN NO EVENT NO LATER THAN SIXTY (60) DAYS AFTER THE TERMINATION OF THE VLP.** Upon termination of the VLP, you may continue to use the VLP licenses in effect and for which you have paid the required fees to NI or its authorized affiliate prior to the date of termination (the "Surviving VLP Licenses"), provided that all such use is conducted with an Approved Volume License Manager and otherwise pursuant to the terms and conditions of the Agreement. **IN NO EVENT MAY YOU INCREASE THE NUMBER OF THE SURVIVING VLP LICENSES FOLLOWING THE TERMINATION OF THE VLP. ANY REACTIVATION OF THE VLP FOLLOWING ITS TERMINATION WILL BE AT THE SOLE DISCRETION OF NI AND MAY BE SUBJECT TO REACTIVATION FEES, AND THE VLP EFFECTIVE DATE THEREAFTER WILL BE THE DATE THAT THE VLP IS REACTIVATED BY NI.**
16. You may obtain individual serial numbers for any of the VLP licenses or Surviving VLP Licenses. There may be a charge for conversion. No more than four (4) such conversions may occur per calendar year.
17. Software under a VLP license or a Surviving VLP License is non-transferable and you may not, without the prior written consent of NI or its authorized affiliate, distribute or otherwise provide the Software to any third party or to any of your sites or facilities not expressly identified in the applicable documents from NI.

ADDENDUM D - Enterprise Program Terms

Enterprise Program ("EP"). The following terms apply to the EP.

1. NI or its authorized affiliate and you will enter into NI Enterprise Program documentation ("EP Documentation") that, among other things, identifies the Software items that are covered under the EP; the types and maximum number of your licenses for such Software during the term of the EP; the types and maximum number of any licenses that you will obtain on expiration of the EP term; any of your pre-existing licenses that will be converted to licenses under your EP ("EP Pre-Existing Licenses") and any Software Services that are included. The EP Documentation is incorporated into this Agreement; provided, however, if there is a conflict between the terms and conditions of this Agreement and the EP Documentation, the terms and conditions of this Agreement will prevail and control.
2. Term. The EP will be effective on the date set forth in the EP Documentation or, if not specified, the date that the EP Documentation is signed by NI or its authorized affiliate and sent to you (the "EP Effective Date"). The EP will continue for such term as set forth in the EP Documentation or, if not specified, for three years after the EP Effective Date ("EP Term").
3. You must designate an individual in your organization who is responsible for distributing and overseeing the installation and use of the Software, including use of any master installation media and any approved volume license manager, ("Software Administrator") for each EP Location. You must promptly notify NI in writing of any changes to a Software Administrator.
4. Software may be used under the EP (i) solely in accordance with the terms and conditions set forth in this Agreement regarding the specific type of license applicable to such license type acquired under the EP; (ii) solely at, and on computers located at, the locations designated in the EP Documentation ("EP Locations"); and (iii) solely during the EP Term. You acknowledge and agree that (i) in no event may your use of the Software under the EP exceed the maximum total number of licenses set forth in the EP Documentation and (ii) no NI software (including any copies of the Software) other than the copies of the Software expressly identified in the EP Documentation may be used by you under the EP.
5. You must use, at all times, an Approved Volume License Manager with the most current license file provided to

you by NI that controls end-user access to the Software licensed pursuant to the EP. An "Approved Volume License Manager" means NI's computer software for controlling end user access to the Software and that generates applicable usage compliance information ("NI VLM"); FLEXnet or FLEXIm software; or any other third party software approved in writing by NI for controlling end user access to the Software. If the Approved Volume License Manager is the NI VLM or if NI makes documentation available for the applicable Approved Volume License Manager, such Approved Volume License Manager must be installed and used in accordance with the documentation provided by NI.

6. Training & Certification Services. If the services to be provided under your EP include software training classes or "certification preparation" courses and certification testing services for NI software ("Training & Certification Services"), you may use available training credits during the EP Term for your employees to attend applicable training classes regarding the use of the Software or to receive applicable "certification preparation" courses and certification testing services from NI, as specified in the EP Documentation. Training & Certification Services will be provided in accordance with NI's then-current standard policies for software training and certification. Training credits may not be used for customized training that would constitute a "defense service" as defined by International Traffic in Arms Regulations 22 CFR 120.9. Training credits have no cash value and any unused training credits will expire upon termination or expiration of your EP or such other term set forth in the EP Documentation.
7. Software Services. If the services to be provided under the EP include Software Services, then NI will provide (i) your Software Administrator a master copy of all upgrades after the applicable commercial release date and (ii) the number of your users designated in the EP Documentation with access to NI's application engineers for issues involving the installation and use of the Software and with access to NI's customer on-line technical support system. All services will be provided in accordance with NI's then current standard software maintenance and support policies. NI reserves the right to restrict Software Services to the then most current version of the Software that is commercially available. You understand that NI may not make available Software Services for all Software available under the EP.
8. No Hardware or Hardware Services. You acknowledge and agree that no hardware or hardware-related services are being provided or otherwise made available by NI under the EP.
9. Annual Management Review; Reports
 - A. Upon such periodic basis as set forth in the EP Documentation (but at least annually), your representatives must meet with NI's representatives to discuss the EP and your use of the EP, including evaluating usage of the NI Software and any training credits under the EP and determining the adequacy of licensing levels and number of EP Locations under the EP.
 - B. Thirty (30) days prior to the meeting referenced in sub-section A above or upon such other reasonable basis as NI may request, you must provide NI with (i) an activity compliance log identifying requests for permission to use the Software in a format acceptable to NI ("Activity Compliance Logs") for each of the EP Locations and (ii) a usage log showing check-outs and check-ins of the Software ("Usage Log") as generated by the Approved Volume License Manager for the Software at the EP Locations.
10. EP Fees. The fees that will be charged to you in connection with the EP are set forth in the EP Documentation. Unless set forth otherwise in the EP Documentation, all amounts to be paid by you under the EP will be in U.S. dollars. Amounts set forth in the EP Documentation do not include applicable taxes or import/export duties, and all taxes and other duties relating to any deliverables provided by NI under the EP will be your responsibility and be borne by you. If you acquire a business that has current NI software licenses that you wish to include in the EP, then the fees that may be charged to you in connection with the EP may be increased.
11. Termination
 - A. Either NI or you may in each's discretion terminate the EP upon written notice to the other party, if such other party is in material breach of any of its obligations under these Enterprise Program Terms and such breach has not been cured to the reasonable satisfaction of the non-breaching party within thirty (30) days of receiving written notice of such breach, provided that if the breach is not capable of cure the EP Term will terminate immediately.
 - B. Effect of EP Expiration or Termination. Upon expiration or termination of the EP, you must stop immediately all use of the Software under the EP and you must destroy all copies of the Software, provided however that

you must deliver the Software and all copies to NI if NI has so demanded prior to such destruction. Notwithstanding the foregoing, with respect to any licenses from NI for Software covered by the EP that were in effect before the EP Effective Date and that are identified as Pre-Existing NI Software in the EP Documentation ("EP Pre-Existing Software"), if the EP is terminated by NI based on a breach only of the terms set forth in these Enterprise Program Terms and not based on a failure to comply with any other term of the Agreement, you may use such number of copies of EP Pre-Existing Software as may be designated in the EP Documentation for the post-EP Term, solely at the EP Locations, and pursuant to, and solely in accordance with, the software license agreements that accompany the software. With respect to any copies of the EP Pre-Existing Software that are designated in the EP Documentation for post-EP Term use and that were either the most current version or the immediately prior version of the Software as of the EP Effective Date, provided that the EP Term was not terminated by NI, you may elect to upgrade such copies to the current version of the applicable Software as of the effective date of termination or expiration of the EP Term for use by you solely in accordance with this Section.

- C. Your right to use EP Pre-Existing Software after the EP Term is contingent on your providing NI with the Activity Compliance Logs and Usage Logs within thirty (30) days of the expiration or termination of the EP Term and immediately paying to NI all amounts due but not paid as of the expiration or termination of the EP Term.
 - D. **THE SOFTWARE AND THE APPROVED VOLUME LICENSE MANAGER MAY CONTAIN CODE THAT WILL, FOLLOWING EXPIRATION OR TERMINATION OF THE EP TERM, DEACTIVATE YOUR ABILITY TO USE THE SOFTWARE UNDER THE EP. YOU ACKNOWLEDGE AND AGREE THAT THE SOFTWARE MAY BE AUTOMATICALLY DEACTIVATED OR RENDERED UNUSABLE WITHOUT WARNING UPON THE EXPIRATION OR TERMINATION OF THE EP. IT IS YOUR RESPONSIBILITY TO OBTAIN ANY NECESSARY LICENSE FILES FROM NI TO ENABLE ANY PERMITTED POST-EP TERM USE OF EP PRE-EXISTING SOFTWARE AS DESIGNATED IN THE EP DOCUMENTATION. YOU MUST INSTALL AND USE THE LICENSE FILE AS SOON AS POSSIBLE AFTER DELIVERY OF SUCH LICENSE FILE BY NI, BUT IN NO EVENT NO LATER THAN SIXTY (60) DAYS AFTER THE TERMINATION OF THE EP TERM.**
- 12. Licenses under the EP are non-transferable and you may not, without the prior written consent of NI or its authorized affiliate, distribute or otherwise provide the Software to any third party or to any of your sites or facilities other than EP Locations.
 - 13. Confidentiality. The terms of your EP Documentation; any proposals or other documents submitted by NI or its authorized affiliate in connection with your EP (including all pricing and fees); and any information about NI product development efforts provided in connection with your EP are considered the confidential information of NI. You must not disclose any NI confidential information to any third party.

ADDENDUM E - Academic License Terms

- 1. Software under any of the academic license types may not be used for commercial or industrial purposes. Only software licenses subject to the academic research terms may be used for research purposes.
- 2. Authorized Applications developed using Software subject to an academic license may not be distributed for commercial purposes and must be distributed with a prohibition against redistribution for commercial purposes.
- 3. An "Academic Institution" is a degree-granting educational institution. For purposes of Student Edition licenses, an Academic Institution may also be an online education course in which the teacher is recommending or requiring the use of the Software and that has been approved by NI.
- 4. Student Edition License. If the Software is a student edition, you must be a student enrolled in or taking continuing education classes or an instructor teaching at an Academic Institution in order to use the Software. If you are a student, you may use the Software for your personal education purposes, which may include use for classroom or lab coursework as well as academic research that is in furtherance of your undergraduate work, and not for any other purpose. If you are an instructor, you may use the Software for your preparation for classroom or lab coursework and not for any other purpose, such as academic research or classroom instruction regarding the use of the Software. You may install the Software on up to three (3) physical computers; provided,

however, only you may use or otherwise run the Software and the Software may only be launched on one computer at a time. You may not install any of the Software on a network device from which the Software may be accessed and used by anyone other than you. There is no home usage exception for student edition licenses. You hereby understand and agree that your license will automatically expire upon the conclusion or termination of your enrollment in the Academic Institution, if you are a student; at such time as you stop being an instructor, if you are an instructor; or at the end of the term of the license, whichever comes first. Upon any such expiration, you must promptly uninstall all copies of the Software.

Secondary schools also may use LabVIEW student edition software, subject to the terms of the Secondary School License set forth in Section 5.

5. Secondary School License. If you have acquired a secondary school license, you may use the Software solely for educational purposes in your secondary school. Secondary schools are defined as levels K–12 and International Standard Classification of Education (ISCED) levels 0–3. You may install the Software on no more than the number of your school's computers specified by NI or its authorized affiliate in writing in the applicable quote. The foregoing rights apply to a single school or campus (as specified by NI or its authorized affiliate in writing in the applicable quote) and do not extend to an entire school district.
6. Teaching License. If you have acquired an academic teaching license, you may use the Software solely for instructional purposes at an Academic Institution. A use will be considered as one for "instructional purposes" only if such use meets either of the following criteria: (i) a common exam is given to students at the end of a semester or other academic period and the exam relates (in whole or part) to the students' use of the Software or (ii) homework or similar projects requiring the use of the Software are used for grading in lieu of an exam. You may install the Software on no more than the number of your Academic Institution's computers located within the applicable department, college, or specific university campus located at the physical location to which NI delivers the software as specified by NI or its authorized affiliate in writing in the applicable quote, unless otherwise specified in the applicable quote. Without limiting the foregoing, any use of the Software by any person who is not an instructor at your Academic Institution is prohibited.
7. Research License. If you have acquired an academic research license, you may use the Software solely for academic research at an Academic Institution. You may install the Software on no more than the number of your Academic Institution's computers located within the applicable department, college, or specific university campus located at the physical location to which NI delivers the Software as specified by NI or its authorized affiliate in writing in the applicable quote, unless otherwise specified in the applicable quote.
8. Combined teaching and research licenses are subject to the terms and conditions of both teaching licenses and research licenses.
9. Student Install Option
 - A. If you are an Academic Institution and have acquired student install option licenses, NI will deliver to you the master installation for the applicable Software. You may make the Software available to no more than the number of students specified by NI or its authorized affiliate in writing in the applicable quote, only to the students located at the physical location to which NI delivers the Software, and only during the time period specified in the quote, and each student must be currently enrolled at the applicable department, college, or specific university campus of your Academic Institution specified in writing in the applicable quote. Each license provided through the Student Install Option included with Software Services will be for a one (1) year term.
 - B. If you are a student and have acquired a license to use Software through your Academic Institution's student install option, you must be a student enrolled in or taking continuing education classes in order to use the Software. You may use the Software for your personal education purposes, which may include use for classroom or lab coursework as well as academic research that is in furtherance of your undergraduate work, and not for any other purpose. You may install the Software on up to three (3) physical computers; provided, however, only you may use or otherwise run the Software and the Software may only be launched on one computer at a time. You may not install any of the Software on a network device from which the Software may be accessed and used by anyone other than you. There is no home usage exception. You hereby understand and agree that your license will automatically expire upon the conclusion or termination of your enrollment in the Academic Institution or at the end of the term of the license, whichever comes first. Upon any such expiration, you must promptly uninstall all copies of the Software.
10. Academic Site License ("ASL"). The following terms apply to the ASL.

- A. The quote you obtained from NI or its authorized affiliate regarding the ASL ("ASL Documentation") is incorporated into this Agreement. In the event of a conflict between the terms and conditions of this Agreement and the ASL Documentation, the terms and conditions of this Agreement will control.
- B. Term. The ASL will be effective the date of your order ("ASL Effective Date"). Unless otherwise specified in the ASL Documentation, licenses under the ASL are perpetual. If you have purchased an ASL with term licenses, the initial term of the ASL will start on the ASL Effective Date and continue for a period of one (1) year, unless a longer term is specified in the ASL Documentation.
- C. Software under the ASL may be used by teachers, researchers, and students in accordance with the terms of the license types set forth in this Addendum E and the ASL Documentation and only on those computers located at the physical location to which NI delivers the Software unless otherwise specified in the ASL Documentation.

Unless otherwise specified in the ASL Documentation, ASL coverage boundaries are as follows.

Small: Software in the ASL is accessible to all computers in a department or school within an Academic Institution

Medium: Software in the ASL is accessible to all computers in a faculty or college within an Academic Institution

Large: Software in the ASL is accessible on all computers in a specific university campus within an Academic Institution

The location at which you are permitted to use the Software is the "ASL Location".

ASL licenses are for teaching, research, or teaching and research, as specified in the ASL Documentation.

- D. You must designate an individual in your organization who is responsible for distributing and overseeing the installation and use of the Software, including use of any master installation media and any approved volume license manager, ("Software Administrator") for each ASL Location. You must promptly notify NI in writing of any changes to a Software Administrator. NI will deliver the master installation for the Software to the Software Administrator for internal installation and use by your teachers, researchers, and students, as appropriate. Software documentation is provided in electronic form only and comes with the master installation for the Software.
- E. Software Services. If Software Services have been purchased for or are provided with the ASL, NI will provide your Software Administrator a master copy of all upgrades after the applicable commercial release date. All services will be provided in accordance with NI's then current standard software maintenance and support policies. NI reserves the right to restrict Software Services to the then most current version of the Software that is commercially available. You understand that NI may not make available Software Services for all Software available under the ASL. Software Services will be described in ASL Documentation.

Software Services are included with ASL with term licenses. Perpetual licenses under an ASL come with one (1) year of Software Services; Software Services for perpetual licenses under an ASL must be purchased separately after the first year. Software Services shall be effective for the period specified in ASL Documentation.

Software Services for the ASL may include student install option licenses, as indicated in the ASL Documentation.

- F. You acknowledge and agree that in no event may your use of the Software under the ASL exceed the maximum number of licenses set forth in the ASL Documentation or otherwise exceed the boundaries set forth in the ASL Documentation.

11. Transfer. Except for academic research licenses, academic licenses are nontransferable and you may not, without the prior written consent of NI or its authorized affiliate, distribute or otherwise provide the Software to any third party or to any of your sites or facilities not expressly identified in the applicable documents from NI. The Academic Institution may transfer an academic research only ASL to the researcher to whom the license originally was assigned, provided that (i) the Academic Institution notifies NI in writing of such transfer, including the name and new location of the researcher; (ii) the researcher accepts the terms and conditions of this Agreement; and (iii) after such transfer the Academic Institution must stop immediately the use of software under the transferred academic

research only ASL.

ADDENDUM F – Product-Specific Provisions

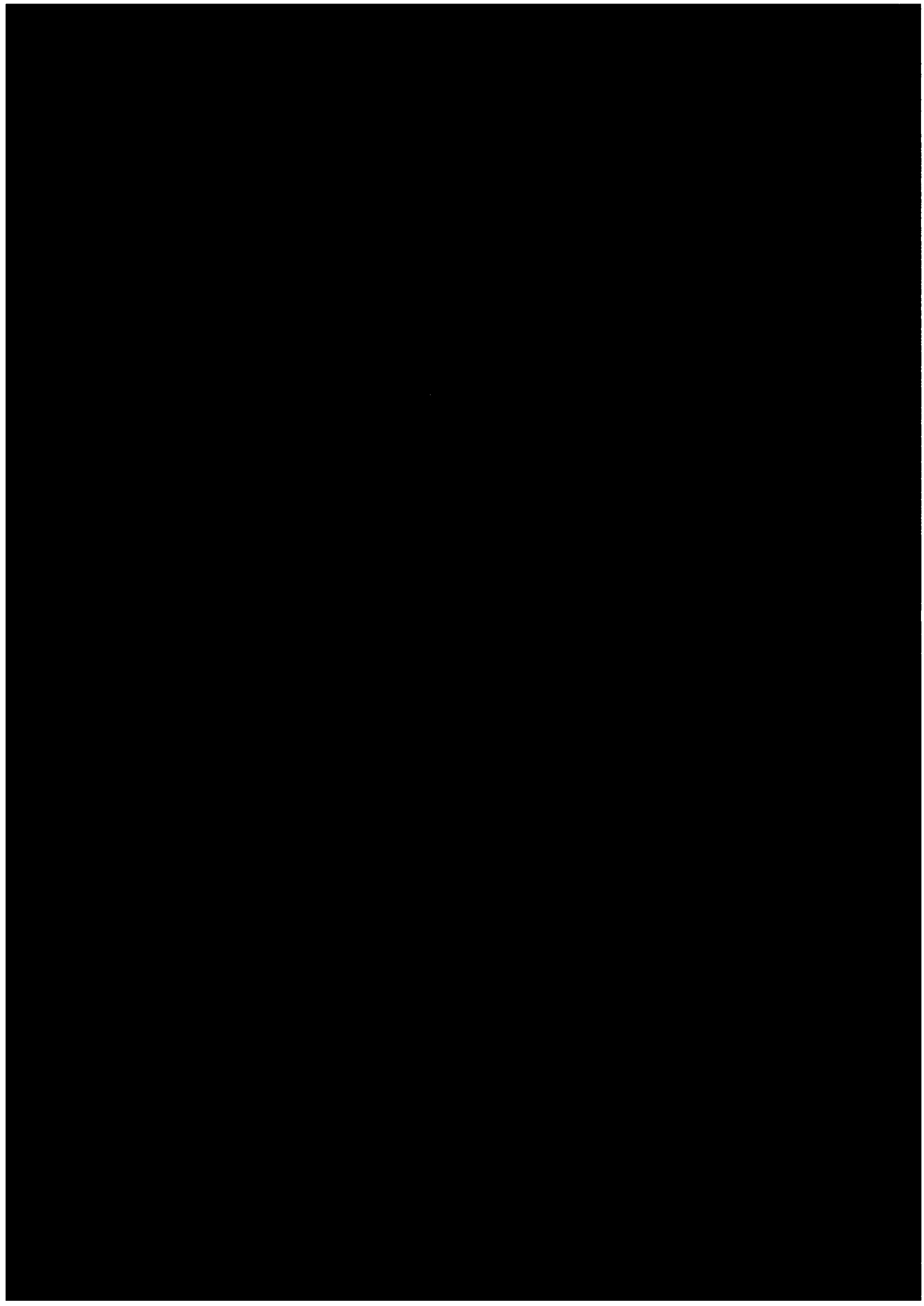
TestStand Development System License

TestStand Custom Sequence Editor License

If you have acquired a computer-based NI TestStand Development System License or NI TestStand Custom Sequence Editor License, you may not remotely access the Software. If you have acquired a named user NI TestStand Development System License or NI TestStand Custom Sequence Editor License, only the then-current Named User may remotely access the Software.

Measurement Studio

Any application created with Measurement Studio Software that uses any Measurement Studio controls in a "design time" context is not an Authorized Application.



PLNÁ MOC

Níže podepsaná společnost, **National Instruments (Czech Republic), s.r.o.** IČ: 25 78 06 97,
se sídlem Sokolovská 136D, 186 00 Praha 8, jednající panem [REDACTED]
(„Společnost“)

tímto uděluje

[REDACTED] bytem [REDACTED]
občanovi České republiky, veškeré níže uvedené pravomoci („Zmocněnec“).

Tato plná moc je platná až do jejího odvolání, a to konkrétně do okamžiku, kdy je toto odvolání řádně oznámeno všem zúčastněným stranám.

1. Podepisování korespondence, dokumentů a smluv v rámci běžného obchodního styku

Zmocněnec je oprávněn podepisovat korespondenci Společnosti a jakékoliv další dokumenty nebo smlouvy, na kterých se vyžaduje podpis Společnosti, uzavírané v rámci běžného obchodního styku Společnosti a v souladu s veškerými vnitřními schvalovacími postupy National Instruments Corporation, jediného společníka Společnosti, týkajícími se záležitostí, které jsou v mezích pravomocí udělovaných touto plnou mocí. Pokud jde o veškeré ostatní transakce a právní úkony musí Zmocněnec získat souhlas generálního ředitele nebo jediného společníka.

Je-li to v souladu s výše uvedeným, tato plná moc se vztahuje především na zastupování Společnosti v obchodních/prodejních vztazích, při účasti ve výběrových řízeních (tj. vytvoření a podání nabídky pro výběrové řízení, osobní účast na otevírání obálek, vyřizování obchodních podmínek, technické podpory, záručních i pozáručních oprav), a podepisování kupních a nájemních smluv.

Aniž by bylo dotčeno výše uvedené, následující transakce a právní úkony nejsou v rámci běžného obchodního styku:

- přijímání a propouštění zaměstnanců,
- nakládání s nemovitostmi,
- změna místa podnikání,
- prodej podniku nebo jeho části,
- bankovní půjčky, úvěry nebo záruky,
- jakékoliv odchýlení od strategie dohodnuté s jediným společníkem ohledně rozvoje, výroby, marketingu a distribuce služeb a výrobků National Instruments,
- a obecně jakékoliv transakce překračující limity vnitřní schvalovací pravomoci a/nebo bankovního podpisového oprávnění Zmocněnce, a to podle toho, který z těchto limitů je nižší.

2. Pronájem a nákup kancelářského vybavení, zásob, atd.

Při dodržení vnitřních schvalovacích limitů stanovených National Instruments Corporation, je Zmocněnec oprávněn zřídit, změnit nebo ukončit pronájem motorových vozidel nebo jiného movitého majetku a nakupovat kancelářské vybavení a zásoby.

3. Příjem peněz a zásilek a vyhotovování potvrzení

- 3.1 Zmocněnec je oprávněn přijímat jakékoliv finanční obnosy náležící Společnosti a podle potřeby vyhotovovat stvrzenky potvrzující úplné nebo částečné splacení;
- 3.2 Zmocněnec je oprávněn přebírat od provozovatele poštovních služeb nebo společností provozujících železniční, pozemní, námořní a leteckou přepravu doporučené nebo cenné dopisy, balíky, zásilky nebo jiné předměty a vyhotovovat o tom potvrzení.

4. Daňové záležitosti

Zmocněnec je oprávněn zastupovat Společnost při jednání s jakýmkoliv státními nebo místními finančními úřady.

5. Odvolání plných mocí

Tato plná moc ruší všechny předchozí plné moci udělené panu [REDACTED]

Tuto plnou moc zcela přijímám.

[REDACTED]
National Instruments (Czech Republic), s.r.o.

V Praze, dne

8. Feb. 2017

V Praze, dne 9.2.2017

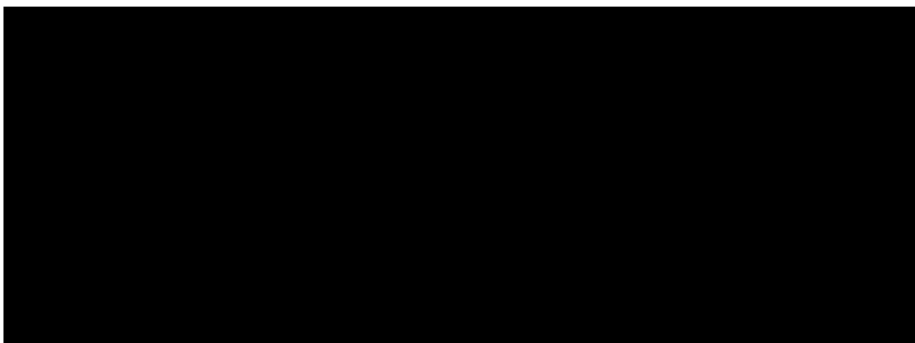
Ověření – vidimace

Ověřuji, že tato kopie složená ze tří (3) listů o čtyřech (4) stranách,
doslovně souhlasí s listinou, z níž byla pořízena, složenou ze tří (3) listů o
čtyřech (4).

V Praze dne 20.2.2017.

[redacted] L.M., notářka v Praze, Praha 1, Na Florenci

[redacted] majemnice pověřená [redacted]



Ověření – legalizace

Běžné číslo ověřovací knihy: O – 84 /2017

Ověřuji, že:

pa

jehož totožnost byla prokázána, dnes přede mnou podepsal tuto listinu.

V Praze dne 8.2.2017.

SUBSTITUČNÍ PLNÁ MOC

doc. Mgr. Vít Vondrák, Ph.D.,

narozen 2. 8. 1969, trvale bytem Lipová 491, 747 64, Velká Polom,
t.č. Ředitel IT4Innovations,

(zmocnitel),

zmocňuje

Mgr. Vojtěcha Müllera,

narozeného

t.č. Senior právníka IT4Innovations,

(zmocněnec),

k činění veškerých úkonů a k výkonu práv a povinností v plném rozsahu dle Jmenování ze dne 31. 7. 2017, č. j. VSB/17/040528, Vysokou školou báňskou – Technickou univerzitou Ostrava, sídlem 17. listopadu 2172/15, 708 33 Ostrava, IČ 61989100, jednající panem prof. Ing. Ivo Vondrákem, CSc., rektorem, které tvoří nedílnou přílohu této plné moci (dále jen „Plná moc“).

Zmocněnec je oprávněn činit veškeré úkony vyplývající ze Jmenování pod č. j. VSB/17/040528, včetně výkonu práv a povinností ve vztahu k pracovní právním vztahům v rámci vysokoškolského ústavu IT4Innovations, s omezením ve vztahu k uzavírání nových pracovních smluv, které je zmocněnec oprávněn uzavírat toliko na dobu určitou. Ve vztahu k zadávání veřejných zakázek je zmocněnec oprávněn vykonávat povinnosti zadavatele toliko ve vztahu k veřejným zakázkám na dodávky a služby, v rozsahu finančních prostředků, s nimiž je oprávněn nakládat zmocnitel, včetně účelově vázaných prostředků, avšak pouze do výše 400 tis. Kč v každém jednotlivém případě.

Tato plná moc se uděluje **na dobu určitou, a to od 5.8.2019 do 9.8.2019**

Tato plná moc může být kdykoli odvolána zmocnitelem nebo vypovězena zmocněncem.

Zmocněnec není oprávněn ve smyslu udělené plné moci dále zmocnit v jakémkoli rozsahu třetí osobu.

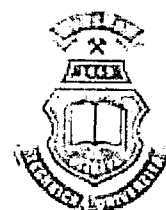
V Ostravě dne 3.7.2019

.....
doc. Mgr. Vít Vondrák / Ph.D.
ředitel IT4Innovations

Prohlašuji, že jsem se v plné míře seznámil s rozsahem a omezeními plné moci a že plnou moc ve shora uvedeném rozsahu přijímám.

V Ostravě dne 4.7.2019

.....
Mgr. Vojtěch Müller



VŠB – Technická univerzita Ostrava
17. listopadu 1521/22, 708 00 Ostrava-Poruba, Česká republika
ID datové schránky: d3kj88v, IČ: 61989100, spojoatelka: +420 597 321 111,
email: pr@vse.vsb.cz, www.vsb.cz
IČ: 61989100 DIČ: CZ 61989100

Vážený pan
doc. Mgr. Vít Vondrák, Ph.D.
vědecký ředitel IT4I
VŠB – TU Ostrava

č. j.: VSB/17/040528
datum: 31.7.2017

Jmenování

Vážený pane docente,

v návaznosti na výsledek výběrového řízení, jehož jste se zúčastnil Vás s účinností od 1.8.2017

j m e n u j i

ředitelem vysokoškolského ústavu IT4Innovations Vysoké školy báňské - Technické univerzity Ostrava a
to do 31.12.2017.

Jako vedoucí tohoto pracoviště jste povinen řídit, kontrolovat a hodnotit práci podřízených zaměstnanců, organizovat činnost pracoviště, zajistit ochranu majetku zaměstnavatele a hospodárné nakládání s finančními prostředky v rámci svěřené pravomoci, vytvářet příznivé pracovní podmínky, včetně podmínek pro zvyšování odborné úrovně podřízených, zajišťovat bezpečnost a ochranu zdraví při práci a dodržování právních předpisů na řízeném pracovišti.

Ve smyslu ustanovení § 73 odst. 2 ZP s Vámi zároveň uzavírám dohodu v tom smyslu, že Vás zaměstnavatel může z tohoto vedoucího pracovního místa odvolat a zároveň máte možnost tohoto místa se vzdát. Ostatní vzájemná práva a povinnosti, které vyplývají z Vaší pracovní smlouvy sjednané mezi Vámi a VŠB – TU Ostrava č.j. 592/2010-9530, ze dne 26.11.2010, ve znění změn a doplňků, zůstávají nedotčena. Výše Vaší mzdy bude stanovena ujednáním o poskytování individuální smluvní mzdy.

Přejí Vám ve výkonu této vedoucího funkce mnoho úspěchů.

prof. Ing. Ivo Vondrák, CSc.
rektor

S obsahem jmenování souhlasím, převzat dne: 31.7.2017

VŠB – Technická univerzita Ostrava
Rektor



VŠB – Technická univerzita Ostrava
17. listopadu 152172, 708 00 Ostrava-Poruba, Česká republika
ID datové schránky: d3kj88v, tel.: 597 321249, spojitelská: +420 597 321 111, e-mail:
profeska.mechelova@vsb.cz, www.vsb.cz
IČ: 61989100, DIČ: CZ 61989100

Vážený pan
doc. Mgr. Vít Vondrák, Ph.D.
ředitel IT4I
VŠB – TU Ostrava

č. j.: VSB/17/045963
datum: 28.08.2017

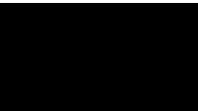
Vážený pane docente,

sděluji Vám, že v souladu s výsledkem výběrového řízení na pozici ředitele vysokoškolského ústavu IT4Innovations konaného dne 27.6.2017 prodlužuji Vaše jmenování ze dne 31.07.2017, č.j.VSB/17/040528 a to do **31.07.2020**.

Ve výkonu této zodpovědné funkce Vám přeji mnoho úspěchů.

S pozdravem


prof. Ing. Vít Vondrák, CSc.
rektor

Převzal a s obsahem souhlasí:  dne: 30.8.2017