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| Quotation for Subscription Licenses and Cloud/SaaS Services  **Customer Information**   |  |  |  |  | | --- | --- | --- | --- | | Quote Number | 2190000804 | Quote Date: 28.01.2020 | | | Customer Legal Name | Technicka univerzita v Liberci | Quote Expiration Date: 27.02.2020 | | | Customer Number | 142956 (not necessary, if not known or none assigned) | | | | Street Address | Studentska 1402/2 | | | | City/State/Province | Liberec | Zip: 461 17 | Country: Czech Rep. | | Contact Name | Petr Lenfeld | Contact Phone: XXXXXXXXXXX | | | Contact email | XXXXXXXXXXXX | Contact Fax: | | | Email for eLearning |  | | |   **PTC Reseller Information**   |  |  |  |  | | --- | --- | --- | --- | | Partner Legal Name | AV ENGINEERING, a.s. | Partner Phone: XXXXXXXXXX | | | Street Address | Kvitkova 668 | | | | City/State/Province | Zlin | Zip: 760 01 | Country: Czech Rep. | | Sales Rep Name | Tomas Hoferek | Sales Rep Phone: XXXXXXXXXX | | | Sales Rep email | XXXXXXXXXXXX | | |   **Order Information**   |  |  | | --- | --- | | Order Type | New  Renewal  Expansion of Existing Order (original Quote #     ) | | Country of Installation | Czech Republic | | Shipping Terms | Electronic Shipment | | Payment Terms |  | |  |  | |  |

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| **Initial Term** | |
| Start Date | (Note: If PTC makes the Licensed Products and/or Cloud Services available to Customer after such date, the Start Date will be when Customer is able to access the Licensed Products and Cloud Services) |
| Initial Term | 36 Months |

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| **Committed Subscription License Details**  **(leave blank if Customer is not purchasing)** | | | | | | | | |
| Item Description | Part # | License Basis | Support Tier | Quantity | Billing Period | Price Per Unit | Fee Per Billing Period | Total Contract Value |
| University Plus Campus Pack + PLMS-Term | SPN-4112-FN- | Package | Gold | 1 | 12 months | 1 733,33 | 1 733,33 | 5 200,00 |
| Total Annual Committed Subscription License Fees | | | | | | | | 1 733,33 |
| Total Committed Subscription License Fees | | | | | | | | 5 200,00 |

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Governing Terms: Customer hereby agrees that the items included in this order are subject to the terms and conditions of the applicable documents posted on <http://www.ptc.com/legal-agreements>. The applicable documents are the “On Premise License Agreement and Related Documents” for perpetual and subscription software licenses, the “Cloud/SaaS Terms and Related Documents” for Cloud and SaaS Services, and the “Support Documents and Success Plans” for Support Services and Success Plans, etc. Customer acknowledges it has read those documents and hereby agrees to be bound by them. Any licensing basis acronyms in the table above are explained in the PTC Licensing Basis Table document posted at <https://www.ptc.com/en/documents/legal-agreements/on-premise-license-agreements>, which document also contains licensing basis information and usage restrictions applicable to this order. In the event of a conflict between this Quote and the applicable agreement(s), the terms and conditions of this Quote will prevail. Other than the line items that serve to order the products and services described above, in no event shall any terms of a purchase order or other documents issued by Customer modify or become part of this Agreement. Notwithstanding anything to the contrary in the governing agreement(s) and related terms and conditions documents, the term for the items ordered in this Quote is not cancellable.

Renewals: The items ordered in this Quote shall automatically renew at the end of each term without the need for additional paperwork unless Customer, the PTC reseller or PTC notifies each other party in writing of non-renewal prior to the renewal date. For subscriptions that are three months long, the renewal period will be additional three-month periods. For all other subscriptions, the renewal period will be additional one year terms. The fee for each renewal may be increased and, in such event, Customer shall be informed of the fee increase approximately sixty days or more prior to the renewal date.

Remix: At each anniversary of the subscription commencement date during the term of the subscription, Customer may, by giving PTC written notice at least 60 days prior to such anniversary date, change its subscription license mix by exchanging subscription licenses included in this Quote for other subscription licenses that (a) are currently sold by PTC, and (b) that are from the same Product Grouping, on a dollar-for-dollar basis (based on the then-current list prices of the products being exchanged). Product Groupings mean the following groupings of PTC products: Internet of Things products, Service Lifecycle Management products, PLM/ALM products, Vuforia products, and CAD products (but PTC’s Creo products that are, or that have embedded, technology from Ansys are not included and are not eligible for exchange). Thus, for example, Creo CAD products could be exchanged for other Creo products or for Mathcad products, but not for Windchill PLM products. Such exchange rights are subject to the following conditions: (i) no refunds or credits will be issued as a result of any exchange; (ii) at the time of the proposed exchange, the products to be obtained via exchange is still commercially available from PTC, (iii) no exchange rights will be available for products that were included at no charge as part of any special promotional program or any bundled product item, (iv) exchange is not allowed to or from eLearning products and/or customer success offerings, and (v) if exchange rights are exercised with respect to products for which PTC is providing cloud (or hosting) services for Customer, PTC will not be obligated to provide cloud/hosting services for the new products unless PTC provides cloud/hosting services for such products generally, and the fees for PTCs cloud/hosting services may be increased by PTC depending on PTCs fees for providing cloud/hosting services for such changed products. Subscription licenses cannot be remixed with Cloud/SaaS products.

Upgrades/Amendments: Where the table of Licensed Products above includes items with negative quantities, that signifies that such Licensed Products are being upgraded or removed from Customer’s license entitlement. In such case, Customer may no longer use such Licensed Products.

Overage:  Each month, PTC will monitor Customer’s usage, data storage and other parameters, as specified in the PTC Cloud and SaaS Offering Specific Provisions set forth at <http://www.ptc.com/legal-agreements>. Customer hereby agrees to pay fees for overages.  Overage fees will be invoiced and due monthly in arrears.

Forfeiture of Existing Perpetual Licenses: Customer hereby irrevocably relinquishes all rights, licenses and interests in all commercial software products previously purchased by Customer from the software vendor listed below (the “Discontinued Software”) as detailed in the table below, and Customer hereby agrees to de-install and discontinue use of all such Discontinued Software.

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| **Software Vendor** | **Item Description** | **Part #** | **Reference #** | **Quantity** |
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Personal Data: All personal data received, or collected by PTC or the PTC Reseller identified above in connection with the performance of its obligations will be processed in accordance with the Data Processing Terms and Conditions available at <https://www.ptc.com/en/documents/policies>  and PTC’s privacy policy <https://www.ptc.com/en/documents/policies/privacy>.

By signing below, Customer hereby orders from the PTC Reseller identified above the products and services set forth above.

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| Name: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  **doc. RNDr. Miroslav Brzezina, CSc.** |
| Position / Title: | \_\_Rector\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Date: | 30.1.2020 |