

Call-off Terms and Conditions

Date: 12. 5. 2020

Jihočeská univerzita v Českých Budějovicích

SoftwareONE Czech Republic s.r.o.

Call-Off Agreement

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CALL-OFF AGREEMENT NUMBER: 1

THIS CALL-OFF AGREEMENT is made on the 12. 5. 2020

BETWEEN

- (1) **Jihočeská univerzita v Českých Budějovicích** registered in Czech Republic under company ID number 60076658 and VAT ID number CZ60076658 and whose registered office is at Branišovská 1645/31a, 370 05 České Budějovice, Czech Republic (the “**Customer**”) and
- (2) **SoftwareONE Czech Republic s.r.o.**, a company registered in Czech Republic under company ID number 24207519 and VAT ID number CZ24207519 and whose registered office is at Vyskočilova 1410/1, 140 00 Praha 4 (the “**Supplier**”).

IT IS AGREED AS FOLLOWS:

1. Definitions, Structure and Interpretation

1.1 This Call-Off Agreement comprises these clauses and the Appendices listed in the table below.

Appendix	Title
1	Services
2	Charges
3	Call-Off Change Control Procedure – Process
4	Call-Off Change Control Procedure – CCN
5	The OIP Enrollments, Product Terms and OIP Online Services Terms

1.2 If there is any inconsistency between any of the clauses and the Appendices, the order of priority for the purpose of construction shall be as follows:

- (a) clauses of this Call-Off Agreement; and
- (b) Appendices.

The Parties acknowledge however that the Data Processing Terms of the OIP Online Services Terms which incorporates the Standard Contractual Clauses agreed between the OIP and the Customer control over any inconsistent or conflicting provision in any other agreement document with regard to the processing of Customer Data for the purposes of providing the Services.

1.3 Capitalised words and expressions used in this Call-Off Agreement shall have the meanings given to them in this Call-Off Agreement and, unless expressly indicated otherwise in this Call Off Agreement, the meanings given to such words and expressions in this Call-Off Agreement shall supersede the meanings given to those words or expressions where such words and expressions are also defined in the Framework Agreement.

1.4 Capitalised words and expressions which are not defined in this Call-Off Agreement shall have the meanings given to them in the Framework Agreement.

1.5 Definitions

In this Call-Off Agreement the following terms shall have the following meanings:

- (a) **"Call-Off Authorised Representative"** means the persons respectively designated as such by the Customer and the Supplier in clause 19.
- (b) **"Call-Off Change"** means any change to this Call-Off Agreement.
- (c) **"Call-Off Change Control Procedure"** means the change control procedure for managing Call-Off Changes as set out in Appendix 3.
- (d) **"Call-Off Commencement Date"** means **12. 5. 2020**.
- (e) **"Call-Off Term"** means **the period commencing on the Call-Off Commencement Date and ending on 31. 12. 2020 or on earlier termination of this Call-Off Agreement.**
- (f) **"Call-Off Termination Date"** means **the date of expiry or termination of this Call-Off Agreement.**
- (g) **"Data Protection Legislation"** means the EU General Data Protection Regulation 2016/679, or other EU legislation relating to data protection that may be promulgated from time to time, and its implementing legislation (if any) in EU Member States, any binding guidance, opinions or decisions of regulatory bodies, courts or other bodies, as applicable ("**EU Data Protection Legislation**"), or any other data protection legislation that applies to either of the Parties from time to time.
- (h) **"Framework Agreement"** means the Framework Agreement signed between GEANT Limited and Supplier on 21. 2. 2017.
- (i) **"Personal Data"** has the meaning set out in the EU Data Protection Legislation.
- (j) **"Standard Contractual Clauses"** means either i) the model clauses for the transfer of personal data to controllers approved by the European Commission from time to time, the approved version of which in force at present is that set out in the European Commission's Decision 2004/915/EC of 27 December 2004, or ii) the model clauses for the transfer of personal data to processors approved by the European Commission from time to time, the approved version of which in force at present is or that set out in the European Commission's Decision 2010/87/EU, as applicable, as each either of which may be amended or replaced from time to time.

1.6 Interpretation

- (a) The interpretation and construction of this Call-Off Agreement shall all be subject to the following provisions:
 - (i) words importing the singular meaning include where the context so admits the plural meaning and vice versa;
 - (ii) words importing the masculine include the feminine and the neuter;
 - (iii) the words "include", "includes" and "including" are to be construed as if they were immediately followed by the words "without limitation";
 - (iv) references to any person shall include natural persons and partnerships, firms and other incorporated bodies and all other legal persons of whatever

kind and however constituted and their successors and permitted assigns or transferees;

- (v) references to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended by any subsequent enactment, modification, order, regulation or instrument as subsequently amended or re-enacted;
- (vi) headings are included in this Call-Off Agreement for ease of reference only and shall not affect the interpretation or construction of this Call-Off Agreement;
- (vii) the Appendices form part of this Call-Off Agreement and shall have effect as if set out in full in the body of this Call-Off Agreement and any reference to this Call-Off Agreement shall include the Appendices;
- (viii) references in this Call-Off Agreement to any clause or sub-clause or Appendix without further designation shall be construed as a reference to the clause or sub-clause or Appendix to this Call-Off Agreement so numbered;
- (ix) references in this Call-Off Agreement to any paragraph or sub-paragraph without further designation shall be construed as a reference to the paragraph or sub-paragraph of the relevant Appendix to this Call-Off Agreement so numbered; and
- (x) reference to a clause is a reference to the whole of that clause unless stated otherwise.

2. Overriding Provisions

2.1 The Supplier agrees to supply the Services through the OIP in accordance with the relevant provisions of the Framework Agreement and this Call-Off Agreement, including Supplier's terms and conditions and the OIP Framework Agreement which shall be incorporated in this Call-Off Agreement.

2.2 In the event of and only to the extent of any conflict or ambiguity between the clauses of this Call-Off Agreement, any document referred to in the clauses of this Call-Off Agreement (including Supplier's terms and conditions of service set out in the Supplier's Tender) and the Framework Agreement, the conflict shall be resolved in accordance with the following order of precedence:

- (a) the Framework Agreement (excluding Framework Schedule 4);
- (b) the clauses of this Call-Off Agreement (excluding Supplier's terms and conditions of the Service);
- (c) the Order;
- (d) any Supplemental Tender made;
- (e) Supplier's Tender; and
- (f) the Supplier's terms and conditions of service in the Supplier's Tender;

- (g) the Supplier's terms and conditions of service as amended from time to time; and
- (h) any other document referred to in this Call-Off Agreement.

3. Call-Off Term

This Call-Off Agreement shall take effect on the Call-Off Commencement Date and (unless it is terminated in accordance with the terms of this Call-Off Agreement or is otherwise lawfully terminated) shall terminate at 31. 12. 2020.

4. Relationship of this Call-Off Agreement to the Framework Agreement

The Parties acknowledge that under clause 4.1 of the Framework Agreement this Call-Off Agreement, when signed by both Parties, will contractually commit the Supplier to take Orders for supplying the Services described in this Call-Off Agreement in accordance with the terms of the Framework Agreement, whereas the OIP will provide the Services pursuant to the OIP Framework Agreement included in Schedule 6 to the Framework Agreement and Appendix 5 to this Call-Off Agreement, as described below.

5. Description, Ordering and Provision of the Services

5.1 The Services to be provided pursuant to this Call-Off Agreement are listed in Appendix 1.

5.2 Customer will order the Services from Supplier, and Supplier will invoice the Customer in return, in accordance with the terms of this Call-Off Agreement.

5.3 The Services will be provided by the OIP on the basis of the OIP Framework Agreement, which is entered into between GEANT and the OIP and is included in Schedule 6 to the Framework Agreement, and the OIP Online Services Terms that are included in Schedule 7 to the Framework Agreement. The OIP Framework Agreement consists of two packages of agreements, for Customers that are either an educational customer qualifying as a "Qualifying Educational User" as defined in the Microsoft Qualified Educational User Definition (EMEA) as included in Schedule 6.A to the Framework Agreement, or not, as described below.

If Customer is such an educational customer, then the OIP Framework Agreement consists of the Campus and School Agreement as included in Schedule 6.A to the Framework Agreement. Under such OIP Framework Agreement, the Customer will enter into an Enrollment for Education Solutions as referenced in Appendix 5.A to this Call-Off Agreement.

If Customer is not such an educational customer, then the OIP Framework Agreement consists of the Microsoft Business and Services Agreement and the Enterprise Agreement as included in Schedule 6.B of the Framework Agreement. Under such OIP Framework Agreement, the Customer will enter into a Server and Cloud Enrollment as referenced in Appendix 5.B to this Call-Off Agreement.

The Enrollment for Education Solutions as well as the Server and Cloud Enrollment (both "an Enrollment") allow ordering of Services under the applicable Product Terms; a copy of the version of the Product Terms current at the Call-Off Commencement Date is included in Appendix 5.C to this Call-Off Agreement for reference purposes, while it is understood that for any Orders the then current version of the Product Terms will apply as per the terms of the applicable OIP Framework Agreement and the applicable Enrollment as per this clause 5.3..

The use of the Services ordered under the Enrollment for Education Solutions as well as the Server and Cloud Enrollment are governed by the OIP Online Services Terms that are also included in Appendix 5.D to this Call-Off Agreement. Appendix 5.D includes the June 2016

version of the OIP Online Services Terms, which will apply to any Enrollment signed on the Commencement Date of the Framework Agreement. For any Enrollment entered into at a later date, the Customer can choose to have the OIP Online Services Terms apply in the version of June 2016 or the version current at the effective date of such Enrollment. In addition, for the avoidance of doubt the choice of law set out in the OIP Framework Agreement applies to the Services provided by the OIP pursuant to the Enrollment entered into by Customer as set forth herein.

6. Data Protection

6.1 The Services will, from a data protection perspective, be provided pursuant to clause 12 of the Framework Agreement and the OIP Online Services Terms included in Appendix 5.D to this Call-Off Agreement.

7. License grant and infringement claims

7.1 The license for the Services as well as the applicable use terms are set forth in the OIP Online Services Terms included in Appendix 5.D to this Call-Off Agreement.

7.2 Supplier will defend Customer against any claims made by an unaffiliated third party (1) that any Service infringes its patent, copyright or trademark or makes unlawful use of its trade secret; or (2) that arises from Supplier's provision of a Service in violation of laws applicable to all online services providers. Supplier will pay the amount of any resulting adverse final judgment or approved settlement. This does not apply to claims or awards based on (1) Customer Data; (2) non-Supplier software; (3) modifications to a Service Customer makes or any specifications or materials Customer provides; (4) Customer's combination of a Service with (or damages based on the value of) a non-Supplier product, data, or business process; (5) Customer's use of an Supplier trademark without express, written consent or the use or redistribution of a Service in violation of this Framework Agreement; (6) Customer's continued use of a Service after being notified to stop due to a third party claim; or (7) Services provided free of charge.

7.3 Customer will defend Supplier against any claims made by an unaffiliated third party that:

7.3.1 any Customer Data or non-Supplier software hosted on Customer's behalf infringes the third party's patent, copyright, or trademark or makes unlawful use of its trade secret; or

7.3.2 arises from use of a Service in violation of applicable laws and regulations; a violation of the legal rights of others; or unauthorized access to or disruption of any service, data, account, or network in connection with the use of the Services.

Customer will pay the amount of any adverse final judgment or approved settlement resulting from a claim covered by this section 7.4.

7.4 **Rights and remedies in case of possible infringement or misappropriation.** If Supplier reasonably believes that a claim under this section may result in a legal bar prohibiting Customer's use of the Service, Supplier will seek to obtain the right for Customer to keep using it or modify or replace it with a functional equivalent, in which case Customer must discontinue use of the prior version immediately. If these options are not commercially reasonable, Supplier may terminate Customer's right to the Service and refund any amount paid for a usage period after the termination date.

7.5 **Other terms.** The party being defended under this section 7 must notify the other party promptly of any claim subject to this section, give the other party sole control over the defense or settlement; and provide reasonable assistance in defending the claim. The party providing the protection will reimburse the other party for reasonable out of pocket expenses that it incurs in providing assistance. Any settlement must be approved in writing by the defending party. The remedies provided in this section 7 are the exclusive remedies for the claims described in this section.

8. **Call-Off Agreement Charges, VAT and Payment**

8.1 The Charges for the Services to be provided under this Call-Off Agreement are set out in Appendix 2.

8.2 In consideration of the Services ordered and paid under this Call-Off Agreement, the Customer shall pay the Charges following the Supplier's invoice.

8.3 The Supplier is not entitled to and shall not charge the Customer any data transport (ingress), charges for moving in and out of Supplier's infrastructure.

8.4 The Supplier shall raise invoices in Euro or, where different, the currency local to the Customer.

8.5 The Supplier shall ensure that each invoice contains all appropriate references and a detailed breakdown of the Services supplied and that it is supported by any other documentation reasonably required by the Customer to substantiate the invoice.

9. **Liability and Force Majeure**

9.1 Supplier's maximum, aggregate liability to Customer under this Call-Off Agreement for direct damages for any incident giving rise to a claim will not exceed the amount Customer paid for the Service during the 12 months before the incident, subject to the following:

9.1.1 **Free Services and Distributable Code.** For Services provided free of charge and code that Customer is authorized to redistribute to third parties without separate payment to Supplier, Supplier's liability is limited to direct damages finally awarded up to US\$5,000.

9.1.2 **Exclusions.** In no event will either party be liable for indirect, incidental, special, punitive, or consequential damages, including loss of use, loss of profits, or interruption of business, however caused or on any theory of liability.

9.1.3 **Exceptions.** No limitation or exclusions will apply to liability arising out of either party's (1) violation of confidentiality obligations (except for all liability related to Customer Data, which will remain subject to the limitations and exclusions above); (2) violation of defense obligations; or (3) violation of the other party's intellectual property rights.

9.2 Neither Party shall be liable for any delay in performing or failure to perform its obligations under this Call-Off Agreement to the extent that such delay or failure results from Force Majeure.

9.3 Notwithstanding clause 9.1, each Party shall use all reasonable endeavours to continue to perform its obligations under this Call-Off Agreement for the duration of such Force Majeure. However, if the Force Majeure in question prevents either party from performing its material obligations under this Call-Off Agreement for a period in excess of one hundred and twenty (120) calendar days, either Party may terminate this Call-Off Agreement with immediate effect by notice in writing to the other Party.

9.4 For the purposes of this clause, "**Force Majeure**" means any cause preventing either Party from performing any of its obligations which are not within the reasonable control of the Parties which could not have been avoided including:

- (a) war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy;
- (b) revolution, riot, insurrection or other civil commotion;
- (c) acts of terrorism (including cyberterrorism), or the threat of such acts;
- (d) nuclear explosion, radioactive or chemical contamination or ionising radiation; and
- (e) any effect of the natural elements, including flood, wind, storm, unusually heavy or prolonged rain or accumulation of snow or ice.

10. Termination

Termination without cause

10.1 Either party may terminate this Call-Off Agreement, without cause, upon 60 days' written notice.

Termination on Default

10.2 Without limiting any other remedies it may have, either party may terminate this Call-Off Agreement if the other party materially breaches its obligations under this Call-Off Agreement, including any obligation to submit orders or pay invoices. Except where the breach is by its nature not curable within 30 days, the terminating party must give the other party 30 days' notice of its intent to terminate and an opportunity to cure the breach. If the breach affects other Call-Off Agreements and cannot be resolved between within a reasonable period of time, Supplier may terminate this Call-Off Agreement and all other Call-Off Agreements under the Framework Agreement. If Customer ceases to be a Customer, Customer must promptly notify Supplier, and Supplier may terminate the former Customer's Call-Off Agreement. If Customer terminates this Call-Off Agreement as a result of a breach by Supplier, or if Supplier terminates a Call-Off Agreement because Customer ceases to be a Customer, then the OIP will issue towards the Supplier a credit for any amount paid in advance for the period after termination.

11. Consequences of Termination and Expiry

11.1 Notwithstanding the service of a notice to terminate this Call-Off Agreement, to the extent possible the Supplier shall continue to provide the Services under this Call-Off Agreement until the date of expiry or termination (howsoever arising) of this Call-Off Agreement.

11.2 Termination or expiry of this Call-Off Agreement shall be without prejudice to any rights, remedies or obligations of either Party accrued under this Call-Off Agreement before termination or expiry.

11.3 The provisions of clauses 11, 14, 15 and 21 as well as Appendix 5 shall survive the termination or expiry of this Call-Off Agreement, together with any other provision which is either expressed to or by implication is intended to survive termination.

11.4 The exit and service transfer arrangements will apply as per Appendix 5.

12. Subcontracting and assignment

- 12.1 Without releasing it from any of its obligations or duties hereunder, the Supplier will be entitled at any time and without notice, to use companies in its Group or subcontractors set out in its Tender to perform the Services, except that the Supplier shall procure that Customer Data shall not be processed other than by the OIP in accordance with the OIP Online Services Terms. The Supplier shall be liable for the acts and omissions of any such Group companies and/or subcontractors as though they were its own.
- 12.2 Subject to clause 12.3, neither Party shall be entitled to assign, novate or otherwise dispose of any or all of its rights and obligations under this Call-Off Agreement without the prior written consent of the other Party, such consent not to be unreasonably withheld.
- 12.3 Provided that the Customer has given prior written consent, the Supplier shall be entitled to novate this Call-Off Agreement where:
- (a) the specific change in supplier was provided for in the procurement process for the award of the Framework Agreement;
 - (b) there has been a universal or partial succession into the position of the Supplier, following a corporate restructuring, including takeover, merger, acquisition or insolvency, by another economic operator that meets the criteria for qualitative selection applied in the procurement process for the award of the Framework Agreement.

13. Call-Off Change Control Procedure

Any request for a Call-Off Change shall be dealt with in accordance with the Call-Off Change Control Procedure.

14. Confidentiality

- 14.1 Subject to clause 14.2, each Party will take reasonable steps to protect the other's Confidential Information and will use the other party's Confidential Information only for purposes of the parties' business relationship. Neither party will disclose that Confidential Information to third parties, except to its employees, Affiliates, contractors, advisors and consultants ("Representatives") and then only on a need-to-know basis under nondisclosure obligations at least as protective as this agreement. Each party remains responsible for the use of the Confidential Information by its Representatives and, in the event of discovery of any unauthorized use or disclosure, must promptly notify the other party. These obligations apply for Customer Data until it is deleted from the Service.
- 14.2 Clause 14.1 shall not apply to any disclosure of information:
- (a) required by any applicable Law but only after it notifies the other party (if legally permissible) to enable the other party to seek a protective order;
 - (b) that is reasonably required by persons engaged by a Party in the performance of that Party's obligations under this Call-Off Agreement;
 - (c) where a Party can demonstrate that such information is already generally available and in the public domain otherwise than as a result of a breach of clause 14.1;
 - (d) by the Customer of any document to which it is a party and which the Parties to this Call-Off Agreement have agreed contains no Confidential Information;

- (e) which is already lawfully in the possession of the receiving party from another source without a confidentiality obligation;
- (f) by the Customer to any other department, office or agency of the government, provided that the Customer informs the recipient of any duty of confidence owed in respect of the information; and
- (g) by a Referrer to any User in respect of the Management Information supplied by the Supplier;
- (h) by a Reseller to any User in respect of the Management Information supplied by the Supplier; and
- (i) by the Customer relating to this Call-Off Agreement and in respect of which the Supplier has given its prior written consent to disclosure.

15. Severance

- 15.1 If any provision or part-provision of this Call-Off Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Call-Off Agreement.
- 15.2 If any provision or part-provision of this Call-Off Agreement is invalid, illegal or unenforceable, the Parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

16. Waiver

- 16.1 No failure or delay by a Party to exercise any right or remedy provided under this Call-Off Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 16.2 Unless otherwise provided in this Call-Off Agreement, rights and remedies under this Call-Off Agreement are cumulative and do not exclude any rights or remedies provided by law, in equity or otherwise.

17. Relationship of the Parties

Except as expressly provided otherwise in this Call-Off Agreement, nothing in this Call-Off Agreement, nor any actions taken by the Parties pursuant to this Call-Off Agreement, shall create a partnership, joint venture or relationship of employer and employee or principal and agent between the Parties, or authorise either Party to make representations or enter into any commitments for or on behalf of any other Party.

18. Entire Agreement

- 18.1 Except as expressly provided in this Call-Off Agreement, no terms and conditions, standard or otherwise, contained on any invoice, order form, licence or other document of the Supplier shall

apply to the subject matter of this Call-Off Agreement unless expressly stated in this Call-Off Agreement or incorporated as a variation via the Call-Off Change Control Procedure.

18.2 In relation to its subject-matter, this Call-Off Agreement (together with the relevant provisions of the Framework Agreement) is the entire agreement between the Parties and governs their relationship to the exclusion (to the extent permitted by law) of any other terms and conditions, including those upon which any quotation or tender response has been given to the Customer.

18.3 Neither Party has been given, nor entered into this Call-Off Agreement in reliance on, any warranty, statement, promise or representation other than those expressly set out in this Call-Off Agreement.

18.4 Nothing in this clause shall exclude any liability in respect of misrepresentations made fraudulently.

19. Notices

19.1 Except as otherwise expressly provided within this Call-Off Agreement, no notice or other communication from one Party to the other shall have any validity under this Call-Off Agreement unless made in writing by or on behalf of the Party sending the communication.

19.2 The following table sets out the method by which notices may be served under this Call-Off Agreement and the respective deemed time of service. Communications shall not be deemed received if they are returned as undelivered.

Method of Service	Deemed time of receipt
Email	Four (4) hours after being sent, or, if earlier, when the recipient acknowledges receipt.
By pre-paid first class post	Two (2) Working Days after the day on which the letter was posted or, if earlier, when the recipient acknowledges receipt.

19.3 For the purposes of clause 19.2, the address of each Party shall be:

Supplier: SoftwareONE Czech Republic s.r.o.
Address: Vyskočilova 1410/1, 140 00 Praha 4
Call-Off Authorised Representative: Petr Pánek and Lukáš Zima

Customer: Jihočeská univerzita v Českých Budějovicích
Address: Branišovská 1645/31a 370 05 České Budějovice
Call-Off Authorised Representative: Ing. Jiřina Valentová

19.4 Either Party may change its address for service by serving a notice in accordance with this clause.

20. Authorised Representatives

20.1 The Parties' Call-Off Authorised Representatives are set out in clause 19. Each of the Parties' Call-Off Authorised Representatives shall have power to speak for and bind his employer for the purposes of this Call-Off Agreement under it.

20.2 In the event of a Call-Off Authorised Representative becoming unavailable, his or her employer shall nominate someone to take his or her place and notify the other Party in writing.

21. Governing law and jurisdiction

21.1 This Call-Off Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of CZECH REPUBLIC.

21.2 Each Party agrees to submit to the exclusive jurisdiction of the courts of CZECH REPUBLIC and for all disputes to be conducted in CZECH REPUBLIC.

This Call-Off Agreement has been entered into on the date stated at the beginning of it.

22. Additional conditions – required by TBP process (3rd party billing) of OIP (Microsoft), customer confirms that:

22.1 will pass through customer discounts in accordance with Company's obligations under the Microsoft Channel Partner Agreement (Discount Pass-Through); if this will be found in conflict with terms of Framework contracts and/or Call-of-agreement, conditions and legal obligations of Framework Contracts and/or Call-of-agreements prevail.

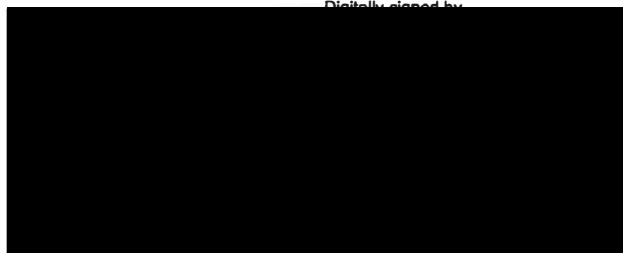
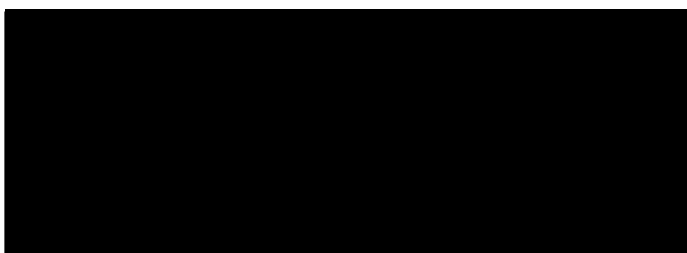
22.2 in the manner and only in the scope of this contract, will allow Microsoft (or a third party auditor Microsoft identifies), to audit the Additional Reseller's ordering records with Company on behalf of their Public Sector Customers (Audit); and

22.3 comply with confidentiality obligations that are the same or more restrictive than the Confidentiality section of Company's Microsoft Channel Partner Agreement (Confidentiality); if this will be found in conflict with terms of Framework contracts and/or Call-of-agreement, conditions and legal obligations of Framework Contracts and/or Call-of-agreements prevail.

For and behalf of **Jihočeská univerzita v Českých Budějovicích**

For and on behalf of **SoftwareONE Czech Republic s.r.o.**

Digitally signed by



Name: Ing. Jiřina Valentová

Name: Petr Pánek and Lukáš Zima

Title: kvestorka

Title: authorized representatives

Date:

Date:

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APPENDIX 1 –Services

SKU: 6QK-00001
Service: Azure Monetary Commitment under Géant IaaS framework contracts
Amount: 5
Period: 1 year

APPENDIX 2 – The Charges

SKU	Licence	Price (in EUR)	Amount	Total (in EUR)
6QK-00001	Azure Monetary Commitment	1 021,63	5	5 108,15
Price (without VAT)				5 108,15
VAT 21%				1 072,71
Price (including VAT)				6180,86

Appendix 3 Call-Off Change Control Procedure – Process

1. General

- 1.1 Requests for Changes to this Call-Off Agreement may be initiated by the Customer or the Supplier.
- 1.2 Until such time as a Change Control Note ("CCN") has been signed by the Parties, the Supplier shall continue to perform its obligations in accordance with the Framework Agreement and this Call-Off Agreement.
- 1.3 Any work undertaken in connection with any proposed Call-Off Change by the Supplier, or its Staff, unless agreed otherwise by the Parties, shall be undertaken at no additional cost to the Customer.
- 1.4 A CCN signed by the Parties shall constitute an amendment to this Call-Off Agreement.

2. Procedure

- 2.1 Where a written request for a Call-Off Change is received from the Customer, the Supplier shall, unless otherwise agreed in writing, submit two (2) copies of a completed CCN signed by the Supplier to the Customer within seven (7) days following the appropriate technical evaluation.
- 2.2 A request for a Change originated by the Supplier shall be submitted direct to the Customer in the form of two (2) copies of a CCN signed by the Supplier.
- 2.3 Each CCN shall be in the form set out in Appendix 4 and shall contain all details reasonably necessary for the Customer to evaluate the Call-Off Change.
- 2.4 For each CCN submitted, the Customer shall within fourteen (14) days evaluate the CCN and as appropriate:
 - (a) request further information;
 - (b) arrange for two (2) copies of the CCN to be signed by or on behalf of the Customer and return one of the copies to the Supplier; or
 - (c) notify the Supplier of the rejection of the CCN.
- 2.5 Should a Party require a longer period of time to prepare, evaluate or agree any CCN then they shall make a request for such extension to the other Party with an indication of the extension time required. The other Party shall not unreasonably refuse this request.

Appendix 4 Call-Off Change Control Procedure – CCN

**CHANGE CONTROL NOTE (CCN) for Changes to the Call-Off Agreement
BY AND BETWEEN:**

Jihočeská univerzita v Českých Budějovicích registered in Czech Republic under company ID number 60076658 and VAT ID number CZ60076658, whose principal place of business is at Branišovská 1645/31a, 370 05 České Budějovice, Czech Republic (**Customer**).

SoftwareONE Czech Republic s.r.o., a company registered in Czech Republic under company ID number 24207519 and VAT ID number CZ24207519 and whose registered office is at Vyskočilova 1410/1, 140 00 Praha 4 (the "**Supplier**"),

in each case a "**Party**" and collectively the "**Parties**".

CCN STATUS:

Accepted Date: Rejected Date: On Hold Date:

The agree to the Call-	(a) Agreement Details		(b) Change Control Notice Details		Parties change Off
	Title and/or Ref. No:		Reference No:		
	Date of Agreement:		CCN Date:		
	(c) Raised by: _____		Tel: _____ Location:		
	(d) Priority: Immediate action required <input type="checkbox"/>		High level of impact <input type="checkbox"/>		
			Low impact scheduled event <input type="checkbox"/>		
	(e) Reason for the change:				
	(f) Description of the change:				
	(g) Timetable for the change & commencement date:				
	(h) Change to Charges (if applicable):				
	(j) Impact Statement:				
	(k) CCN Expiry Date:				
	(l) Other details as required:				
(m) Amended Document attached: <input type="checkbox"/>					

Agreement in the manner and in consideration of the terms set out above. Save as expressly set out in this Change Control Note the terms and conditions of the Framework Agreement and the Call-Off Agreements shall remain in full force and effect.

For and behalf of **Jihočeská univerzita v Českých Budějovicích** For and on behalf of **SoftwareONE Czech Republic s.r.o.**

Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date:

Appendix 5 – The OIP Enrollments, the Product Terms and the OIP Online Services Terms

These documents can be found in the zipfile entitled “**Azure - SoftwareONE - GEANT IaaS FW agreement package - version 1.1.0 - 10Oct2019.zip**” The MD5 checksum of this file is **b8efc67114bdfd42b0374018d99702da**

- 5.A Enrollment for Education Solutions
- 5.B Server and Cloud Enrollment
- 5.C Product terms
- 5.D OIP Online Services Terms (same as in Schedule 7 below)

Schedule 5b Management Information Requirement

This Schedule sets out the rights and obligations of the Referrer (in addition to those of GEANT) in respect of Management Information. In respect of such rights and obligations, all references to GEANT in this Schedule shall be read as references to the Referrer.

1. Reporting Requirements

- 1.1 GEANT shall provide the Supplier with a MI reporting template by email prior to or shortly after the first Working Day of each Month ("**Monthly Email**"). It is the responsibility of GEANT to provide the Supplier with an up to date MI reporting template.
- 1.2 The Supplier undertakes to provide timely, full, accurate and complete Management Information ("**MI**") reports to GEANT which incorporate the data, in the correct format, required by the Monthly Email ("**MI Report**"). The MI Report shall be provided in an open format (comma separated values), listing usage and volume per Customer and/or User per country while respecting any privacy concerns and/or legal restrictions.
- 1.3 The Supplier may not make any amendment to the current MI reporting template at any time.
- 1.4 GEANT shall have the right from time to time (on reasonable written notice) to amend the nature of the Management Information which the Supplier is required to supply to GEANT.
- 1.5 The Supplier shall use the MI Report to report Orders received, invoices raised during the Month that is being reporting on, regardless of when the work was actually done. The Supplier shall report business once as an Order and once again as an invoice, where the Order and the invoice are raised in different Months. The Supplier shall also inform GEANT of any corrections to previous Months' Management Information in each MI Report.
- 1.6 Any errors or omissions in the MI Report may result in GEANT rejecting the MI Report and an administration charge not exceeding the 10% of the last Month's Cost Recovery Payment ("**Administration Charge**") being added to the Cost Recovery Payment invoice.
- 1.7 The Supplier must submit the MI report by the 7th day of each Month including where there has been no activity in the relevant Month ("**nil returns**"). Where the 7th day of a Month falls on a weekend or public holiday then the Supplier must submit the MI Report by the nearest Working Day before the 7th day of the Month.
- 1.8 The Supplier shall send the MI Report to the sender of the Monthly email or as otherwise communicated to the Supplier from time to time. In the subject line of the return email the Supplier shall insert this Framework number, the Supplier's name and the Month that the MI Report relates to.
- 1.9 The deadline for the MI Report to be submitted is the reporting date calculated in accordance with paragraph 1.7 above. If a MI Report has not been received by the deadline the Supplier will be contacted by a member of GEANT's data team and an administration charge may be added to the relevant invoice.
- 1.10 "**MI Failure**" is when an MI Report:
 - (a) contains any material errors or material omissions or a missing mandatory field; or
 - (b) is not submitted by the reporting date calculated in accordance with paragraph 1.7 above (including where a nil return should have been filed).

1.11 Following an MI Failure, GEANT may issue reminders to the Supplier or require the Supplier to rectify defects in the MI report provided to GEANT. The Supplier shall rectify any deficient or incomplete MI report as soon as possible and not more than five (5) Working Days following receipt of any such reminder.

2. **Admin Fees**

2.1 If, in any rolling three (3) Month period, two (2) or more MI Failures occur, the Supplier acknowledges and agrees that GEANT shall have the right to invoice the Supplier admin fees not exceeding the 10% of the last Month's Cost Recovery Payment ("**Admin Fees**") and (subject to paragraph 1.10 above) in respect of any MI Failures as they arise in subsequent Months.

2.2 If, following activation of GEANT's right to charge admin fee(s) in respect of MI Failures pursuant to paragraph 2.1 above, the Supplier submits the Monthly MI Report for two (2) consecutive Months and no further MI Failure occurs then GEANT's right to charge the Admin Fee(s) shall lapse. For the avoidance of doubt GEANT shall not be prevented from exercising such right again during the Framework Term if the conditions in paragraph 2.1 above are met.

2.3 The Supplier acknowledges and agrees that the Admin Fees are a fair reflection of the additional costs incurred by GEANT as a result of the Supplier failing to supply Management Information as required by the Framework Agreement.

2.4 GEANT shall notify the Supplier if any Admin Fees arise pursuant to paragraph 2.1 above and shall be entitled to invoice the Supplier for such Admin Fees which shall be payable in accordance with clause 9 of the Framework Agreement as a supplement to the Cost Recovery Payment. Any exercise by GEANT of its rights under this paragraph shall be without prejudice to any other rights that may arise pursuant to the terms of this Framework Agreement.

Schedule 6 The OIP Framework Agreement

These three documents can be found in the zip file entitled “**Azure - SoftwareONE - GEANT IaaS FW agreement package - version 1.1.0 - 10Oct2019.zip**” The MD5 checksum of this file is **b8efc67114bdfd42b0374018d99702da**.

6.A Microsoft Qualified Educational User Definition (EMEA)

6.B Enterprise Agreement

6.C Qualifying Government Entity addendum

In addition GÉANT has a custom CASA and MBSA with Microsoft:

6.D Campus and School Agreement

6.E Microsoft Business Agreement

Schedule 7 The OIP Online Service Terms

These documents can be found in the file "**Azure - SoftwareONE - GEANT IaaS FW agreement package - version 1.1.0 - 10Oct2019.zip**" The MD5 checksum of this file is **b8efc67114bdfd42b0374018d99702da**