



Zprostředkovatelská smlouva pro univerzity a vysoké školy

kterou uzavřely níže uvedeného dne, měsíce a roku tyto smluvní strany:

Univerzita Tomáše Bati ve Zlíně

Sídlo: nám. T. G. Masaryka 5555, 76001 Zlín
IČ: 70883521
DIČ: CZ70883521
Zastoupená: RNDr. Alexander Černý, kvestor
Bankovní spojení: Komerční banka, a.s., pobočka Zlín
Číslo účtu: [REDACTED]
ID datové schránky: ahqj9id
Za věcné plnění odpovídá: [REDACTED]



jako zadavatel na straně jedné

a

ELKAN, spol. s r.o.

zapsaná v obchodním rejstříku, vedeného Městským soudem v Praze oddíl C, vložka 4376
Sídlem: V Tůních 12, 120 00 Praha 2
IČ: 43000771
Jednatel / Zastoupený: Ing. Václav Žák, jednatel
Bankovní spojení: Fio banka, a.s., V Celnici 1028/10, 117 21 Praha 1
IBAN: [REDACTED]
SWIFT: [REDACTED]
Číslo účtu: [REDACTED]

jako zprostředkovatel na straně druhé.

Předmět smlouvy

- Zprostředkovatel z titulu jediného autorizovaného partnera firmy Wolfram Research pro Českou republiku zprostředkuje za zejména níže uvedených podmínek pro zadavatele časově omezený, tříletý pronájem softwarových licencí v níže uvedené konfiguraci, které v plném rozsahu splňují zadání uvedené v technických podmínkách zadávací dokumentace veřejné zakázky UTB – Matematický software. Výrobce všech níže uvedených softwarových licencí je firma Wolfram Research.

Konfigurace softwarových licencí

- Roční licenční poplatek za níže uvedené licencované produkty činí: 16 548,00 GBP bez DPH.

Licencované produkty:

MNOŽSTVÍ	PRODUKT	CENA ZA KUS SE SLEVOU	CELKOVÁ CENA
NEOMEZENÉ	<i>Mathematica for Eligible Computers and Mathematica for Students for Eligible Student Home-Use Computers (Download)</i>	15 800 GBP	15 800 GBP
1	<i>SystemModeler License Manager for the Network Server (Download)</i>	85 GBP	85 GBP
2	<i>SystemModeler Network Increments (Download)</i>	331,50 GBP	663 GBP

Dodatečné výhody:

MNOŽSTVÍ	VÝHODA	PODMINKY
NEOMEZENÉ	<i>Wolfram Lightweight Grid Manager</i>	Řídí se podmínkami v příloze B - Mathematica
17	<i>webMathematica Amateur Faculty Home Use</i>	Řídí se podmínkami v Příloze B – Mathematica Příloha B – webMathematica Amateur Agreement
NEOMEZENÉ	<i>Faculty Home Use</i>	Řídí se podmínkami v Příloze C –

		Dodatek o domácím použití pro fakulty
2	Wolfram SystemModeler Faculty Home Use	Rídí se podmínkami v Příloze C – Dodatek o domácím použití pro fakulty

Podmínky pro zadavatele

- Zadavateli se tímto uděluje nepřenosné licenční právo zmocňovat všechny zaměstnance a studenty Fakulty aplikované informatiky Univerzity Tomáše Bati ve Zlíně k tomu, aby měli přístup či právo používat produkty nabyté touto smlouvou, a to pouze z oprávněných počítačů a pouze pro účely využití ve výuce či v akademickém výzkumu a v odpovídající produktové licenční smlouvě.

- Platba licenčního poplatku za první rok platnosti této smlouvy bude zadavatelem provedena k datu nabytí účinnosti této smlouvy a to na základě vystavené faktury zprostředkovatelem. Platby licenčních poplatků za zbytek doby platnosti této smlouvy budou provedeny jednou ročně předem, a to minimálně třicet (30) dní před výročím data nabytí účinnosti v každém kalendářním roce platnosti této smlouvy a to na základě vystavené faktury od zprostředkovatele. Splatnost faktury je 15 dnů ode dne doručení faktury. Opožděné platby podléhají úroku z prodlení ve výši 1,5% za měsíc nebo maximální částce povolené zákonem, podle toho, která částka je menší.

- K ukončení platnosti této smlouvy může dojít v případě, že jedna ze smluvních stran poruší jakékoliv z opatření a podmínek této smlouvy a toto porušení nebude napraveno po dobu třiceti (30) dní po doručení oznámení o tomto porušení přestupující straně stranou, která se porušení nedopustila. V takovém případě je platnost smlouvy ukončena třicet (30) dní po vydání výše zmíněného oznámení. Jestliže bude platnost smlouvy ukončena z důvodu závažného porušení ze strany zprostředkovatele, zadavatel nebude dlužen žádné dodatečné poplatky. Jestliže bude platnost smlouvy ukončena z jakéhokoli jiného důvodu, zadavatel je povinen zaplatit zprostředkovateli částku ve výši součtu všech zbývajících licenčních poplatků, které by bylo nutno uhradit do konce doby platnosti smlouvy.

- Doba trvání smlouvy je 36 měsíců.

- Počet kontaktů pro technickou podporu, které smí zadavatel určit, je 8.

- Současná populace studentů technických oborů Fakulty aplikované informatiky Univerzity Tomáše Bati ve Zlíně je 1200. U licenci s množstvím označeným jako „neomezené“ se licenční poplatky zakládají na studentské populaci. V případě, že studentská populace Fakulty aplikované informatiky Univerzity Tomáše Bati ve Zlíně vzroste o více než deset procent (10%) během doby platnosti této smlouvy, zprostředkovatel smí upravit licenční poplatky úměrně k nárůstu studentské populace.

- Zadavatel je povinen odsouhlasit licenční podmínky pronajímaných sw licencí ještě před jejich instalací na svých počítačích

- Souběžně s touto smlouvou je zadavatel povinen odsouhlasit a podepsat s firmou Wolfram Research licenční smlouvu pro univerzity a vysoké školy v anglické verzi ve dvou vyhotoveních, které mu zprostředkovatel doručí fyzicky (v papírové podobě). Anglická verze smlouvy i její český překlad je neoddělitelnou součástí této smlouvy.

Podmínky pro zprostředkovatele

- Zprostředkovatel bere na vědomí, že je osobou povinnou spolupůsobit při výkonu finanční kontroly dle § 2 písm. e) zákona č. 320/2001 Sb., o finanční kontrole ve veřejné správě, v platném znění.

- Zprostředkovatel se zavazuje, že umožní všem subjektům oprávněným k výkonu kontroly, z jejichž prostředků je dodávka hrazena, provést kontrolu dokladů souvisejících s plněním zakázky, a to po dobu danou právními předpisy ČR k jejich archivaci (zákon č. 563/1991 Sb., o účetnictví, v platném znění a zákon č. 235/2004 Sb., o dani z přidané hodnoty, v platném znění).

- „Tato smlouva nabývá platnosti dnem jejího podpisu oprávněnými zástupci obou smluvních stran a účinnosti dnem uveřejnění v centrálním registru smluv v souladu se zákonem č. 340/2015 Sb., o zvláštních podmínkách účinnosti některých smluv, uveřejňování těchto smluv a o registru smluv (zákon o registru smluv).“

Ve Zlíně dne 11. 9. 2020

V Praze dne 10. 9. 2020

Za zadavatele:

Za zprostředkovatele:

RNDr. Alexander Černý, kvestor

Ing. Václav Žák, jednatel

Podleprohno od 8 hodinoby

VD/2d/015047

Odpovídá	Datum	
PO/00	10. 9. 20	
EO	10. 9. 20	
Věcně	10. 9. 20	
Správce rozpočtu	11. 9. 20	

*D1548 - VTB -
Matematický softwar 2020*

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Academic Site License Agreement

This Academic Site License Agreement ("Agreement") is made by and between Wolfram Research Europe Ltd., a UK Limited Company ("WR"), and Tomas Bata University in Zlín - Faculty of Applied Informatics, located in Czech Republic ("Licensee").

RECITALS

- . WHEREAS, WR manufactures and licenses computer software and documentation in the form of Products; and
- . WHEREAS, Licensee desires to license certain of WR's Products; and
- . NOW THEREFORE, WR and Licensee agree as follows:

AGREEMENT

1. **Definitions.** For the purpose of this Agreement, the following terms shall have the meanings indicated below. All references to particular Exhibits and Sections refer to the Exhibits and Sections contained in this Agreement.
 - 1.1 "**Affiliated Individual**" is defined as any person who is currently a faculty member, staff member or student of Licensee.
 - 1.2 "**Agreement**" is defined as this Agreement and all exhibits and addenda hereto that the parties execute contemporaneously with this Agreement or in the future.
 - 1.3 "**Effective Date**" is defined as the date this Agreement takes effect, as specified in Exhibit A; or if no date is specified in Exhibit A, the Effective Date is the date WR signs the Agreement.
 - 1.4 "**Eligible Computer**" is defined as a computer that is: (i) owned or leased by Licensee; and (ii) normally located in a Licensee-owned facility.
 - 1.5 "**Intellectual Property Rights**" is defined as the legal rights or interests in: (i) any idea, design, concept, technique, invention, discovery or improvement, regardless of patentability, but including patents, patent applications and trade secrets; (ii) any work of authorship, regardless of copyrightability, but including copyrights and any moral rights recognized by law; and (iii) any trademark and other similar rights, all on a worldwide basis.
 - 1.6 "**Payment**" is defined as the delivery of cash, check, money order or Purchase Order on WR's approved credit to WR.
 - 1.7 "**Products**" is defined as the software packages specified in Exhibit A, including: (i) machine-readable program code in any form; (ii) the applicable Product License Agreement; and (iii) all instructional texts, manuals and other materials associated with the software.
 - 1.8 "**Product License Agreement**" is defined as the terms and conditions governing the use of a Product and included with the Products, as supplemented by the terms and conditions of this Agreement. Product License Agreements applicable to this Agreement are either attached hereto or can be found at <http://www.wolfram.com/legal>. WR is entitled to alter any Product License Agreement at its sole discretion; however, any alteration to a Product License Agreement will apply only to Products received by Licensee after the effective date of the alteration.
 - 1.9 "**Technical Support Contact**" is defined as the individual(s) designated by Licensee as eligible to contact WR for technical support.
 - 1.10 "**Term**" is defined as the duration of this Agreement, as specified in Exhibit A.

2. License and Payments.

- 2.1 **License.** Licensee is hereby granted a non-transferable license to authorize Affiliated Individuals to use or access Products obtained under this Agreement, from Eligible Computers only, solely for the use or support of instruction and academic research, subject to the terms and conditions contained in this Agreement and the relevant Product License Agreements. Accessing the software via desktop virtualization or any other such thin client interface is limited to Affiliated Individuals and Eligible Computers, Eligible Faculty Home-Use Computers or Eligible Student Home-Use Computers, and such users shall be considered Registered Network Users as defined in the Mathematica License Agreement.
- 2.2 **Passwords.** Passwords are required to use Products and are issued on a yearly basis upon Payment of the relevant license fee. Under no circumstances will passwords be issued prior to Payment. Licensee further agrees to not disclose or allow to be disclosed by act or omission passwords by any means, including but not limited to electronic, written or verbal communication, to any person other than the intended Affiliated Individual.
- 2.3 **License Fees/Payments.** The license fees for the Products licensed hereunder are set forth in Exhibit A. Payment for the first-year license fee under this Agreement shall be made by Licensee by the Effective Date of this Agreement. Payment of license fees for the remainder of the Term, as set forth in Exhibit A, shall be made annually in advance, no less than thirty (30) days prior to the anniversary of the Effective Date in each calendar year of the Term. Late payments are subject to an interest charge of 1.5% per month or the maximum amount allowed by law, whichever is less. All prices and fees are exclusive of any taxes that may be imposed and do not include shipping charges. Shipping terms are F.O.B. origin.
- 2.4 **Limitations.** These limitations are intended to support, not replace, the similar limitations contained in the applicable Product License Agreement.
 - 2.4.1 This Agreement does not grant or convey to Licensee any rights in, title to or interest in the Intellectual Property Rights embodied in or associated with the Products.
 - 2.4.2 Licensee agrees not to loan, rent or provide access to the Products, for a fee or otherwise, to any party other than Affiliated Individuals for any purpose.
 - 2.4.3 Licensee may not implement any form of cost-recovery associated with providing Affiliated Individuals access to the Products.
 - 2.4.4 Products may only be installed on Eligible Computers and may only be used by Affiliated Individuals and then solely for use or support of instruction and academic research.
 - 2.4.5 Research laboratories or other similar organizations are not eligible to be included in this license UNLESS their primary mission is the direct teaching of students.

3. Product Support.

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- 3.1 **Current Products.** WR will make available to Licensee the most current version of Products.
- 3.2 **Technical Support Contacts.** WR provides technical support for Products licensed under this Agreement. Technical support is provided exclusively through a limited number of Technical Support Contacts designated by the Licensee. Licensee may designate additional Technical Support Contacts for a fee. The number of Technical Support Contacts included with this Agreement, and the fee for additional contacts, is set forth in Exhibit A.
- 3.3 **Technical Support Email List.** Licensee agrees to maintain an email list of Affiliated Individuals to be used in the event that a technical support issue needs to be communicated to all end users. If Licensee is unable to maintain such a list, WR shall do so on behalf of Licensee.

4. Notification of Product Availability.

- 4.1 **Email.** Licensee agrees to distribute an email to Affiliated Individuals highlighting the availability and features of the Products within sixty (60) days of the Effective Date of this Agreement. Similar messages shall be sent at least once per twelve (12)-month period during the Term of this Agreement. In the event that Licensee does not have the resources to distribute such a message, WR shall do so on behalf of Licensee.
- 4.2 **Online.** Licensee agrees to post notice of the availability of Products on Licensee's World Wide Web pages and provide links to an informational page that WR will provide.
- 4.3 **Physical.** WR will provide signs, posters and banners to Licensee that highlight the availability and features of Products and/or list contact information for support and details regarding the license governing the use of a Product. Licensee is encouraged to display these materials in public spaces.
- 4.4 **Identification.** Licensee agrees to allow WR to identify Licensee as a user of Products in promotional and marketing materials.
- 4.5 **WR Annual Communication.** Licensee agrees to allow WR to send communications once a year to Affiliated Individuals to assess their satisfaction with WR's Products and services and to obtain feedback. Licensee shall provide WR with a list of names and email addresses of all Affiliated Individuals for this purpose. WR agrees to not disclose any part of the list to any third party without Licensee's consent.

5. Termination.

- 5.1 **Termination of Agreement.** This Agreement may be terminated in the event that either party commits a material breach of any of the provisions and conditions of this Agreement and such breach remains uncured for thirty (30) days after written notice of such breach has been furnished to the breaching party by the non-breaching party. In that case the Agreement terminates thirty (30) days after said notification was issued. If the Agreement is terminated because of a material breach by WR, Licensee shall owe no additional fees. If the Agreement is terminated for any other reason, Licensee shall be liable to WR for the sum of all remaining license fees that would have been due through the end of the Term of the Agreement.
- 5.2 **Effect of Termination on Product Licenses.** Termination of this Agreement immediately terminates Licensee's right to authorize the use of, and Affiliated Individuals' right to use, the Products.
- 5.3 **Surviving Rights and Obligations.** The termination or expiration of this Agreement does not relieve either WR or Licensee of rights and obligations that have previously accrued. Terms herein that by their nature prescribe continuing obligations or rights, including without limitation Sections 5, 6.6, 6.7 and 6.8, shall survive the expiration or termination of this Agreement.

6. General Provisions.

- 6.1 **Disclaimer of Warranties.** WR makes no warranties or representations to Licensee or to end users with respect to any Product other than those specifically stated in the relevant Product License Agreement.
- 6.2 **Notice Provisions.** All notices required under this Agreement shall be in writing. Notices must be sent via certified mail to the other party at the address set forth in Exhibit A or such other address as a party may designate by notice in writing to the other. Notices will be considered received eight (8) days after date of mailing.
- 6.3 **Assignment.** Licensee may not assign or transfer any rights or obligations under this Agreement without prior written approval from WR.
- 6.4 **No Agency or Joint Venture.** Neither party has the authority to make any statement, representation, warranty or other commitment on behalf of the other. This Agreement does not create any agency, employment, partnership, joint venture or similar relationship between the parties.
- 6.5 **Representative.** WR may appoint a representative for the purpose of assisting WR in administering the Agreement. WR will provide Licensee written notice of such appointment, and may change appointment from time to time, which change shall be effective upon Licensee's receipt of written notice from WR.
- 6.6 **Waiver.** The failure of either party to require performance of any provision of this Agreement shall not affect the full right to require such performance at any subsequent time, nor shall the waiver of a breach of any provision of this Agreement be taken or held to be a waiver of the provision itself.
- 6.7 **Severability.** If any provision of this Agreement is held invalid or unenforceable for any reason, such invalidity shall not affect the validity of the remaining provisions of this Agreement.
- 6.8 **Choice of Law/Choice of Forum.** This Agreement shall be governed by and interpreted in accord with the laws of the State of Illinois, United States. Any action related to this Agreement must be filed in Champaign County, Illinois, United States, and Licensee irrevocably agrees to consent to the jurisdiction of the courts therein.
- 6.9 **Electronic Reproduction.** Once executed by either party, a reliable electronic reproduction of this Agreement (e.g. a facsimile, scan or photocopy) delivered (physically or electronically) to the other party shall be considered an original for all purposes hereunder.
- 6.10 **Modifications or Amendments.** This Agreement may not be modified or amended unless done in writing, specifically stating the additions or changes and signed by both parties.
- 6.11 **Purchase Orders.** Purchase Orders submitted to WR by Licensee are used solely for administrative purposes. Terms and conditions contained in the Purchase Orders submitted to WR by Licensee are of no effect even if the Purchase Orders are signed and returned by WR. Should Licensee internal procedure require that a Purchase Order be required to generate a WR Invoice prior to payment, such Purchase Order shall be issued to WR not less than 30 days prior to the required payment due date as described in Section 2.3.
- 6.12 **Headings.** Section headings used in this Agreement are included merely for the convenience of the parties and are not to be used in interpreting or enforcing any provision of this Agreement.


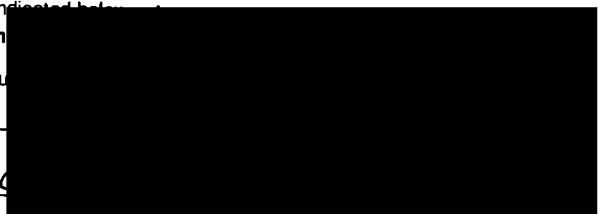
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6.13 **Entire Agreement.** This Agreement contains the entire understanding of the parties and is the full and final expression of their intent. This Agreement modifies, embodies or supersedes any and all prior or contemporaneous discussions, proposals, quotes or agreements.

7. Language of the License.

- 7.1 Where WR has provided you with a translation of the English-language version of the Terms, then you agree that the translation is provided for your convenience only and that the English-language versions of the Terms will govern your relationship with WR.
- 7.2 If there is any contradiction between what the English-language version of the Terms says and what a translation says, then the English-language version shall take precedence.

IN WITNESS WHEREOF, I, _____ as of the date indicated below, have signed this Agreement.

 _____ Name: _____ Title: _____ Date: <u>27/8/20</u>	 _____ Name: _____ Title: <u>Dean</u> Date: <u>10.9.2020</u>
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Exhibits:

- Exhibit Effective Date; Duration of Agreement; Technical Support Contacts; Mailing Addresses; Products and License Fees, and Additional Discounts
- Exhibit A Product License Agreement(s)
- Exhibit B Faculty Home Use Addendum
- Exhibit C Student Home Use Addendum
- Exhibit D Notice of Appointment of Representative
- Exhibit E

Mathematica is a registered trademark of Wolfram Research, Inc.

Wolfram Research Europe Limited
The Wolfram Centre
Lower Road
Long Hanborough
Oxfordshire
OX29 8FD

WOLFRAM

Exhibit A

Academic Site License

Wolfram Research Europe Ltd., a UK Limited Company ("WR"), and
Tomas Bata University in Zline - Faculty of Applied Informatics,
located in Czech Republic ("Licensee"),
hereby incorporate this Exhibit A into the
Academic Site License Agreement ("Agreement") between them.

1. **Effective Date.** The Effective Date of the Agreement is: October 13, 2020.

2. **Duration.** The Duration of the Agreement is: 36 months.

3. **Technical Support Contacts.** The number of Technical Support Contacts Licensee may designate is 8. Additional Contacts may be designated at an annual cost of £225.00 per contact.

4. **Student Population.** The current technical student population at Licensee is 1,200. For licenses where the quantity is "unlimited", the license fees are based on student population. In the event that the student population increases by more than ten percent (10%) during the Term of this Agreement, WR may adjust the license fees in proportion to the increase in student population.

5. **Mailing Addresses.** All notices under this Agreement should be sent to the following addresses:

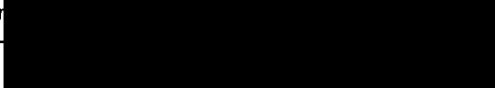
Wolfram Research, Inc. **Tomas Bata University in Zline - Faculty of Applied Informatics**

100 Trade Center Drive Address: nam. T. G. Masaryka 5555

Champaign, IL 61820-7237 City, State, ZIP: , 76001 Zlin

USA Country: Czech Republic

Attn: Legal Administration Attn: 

+1-217-398-0700 Phone: 

6. Products and Fees.

Fees: The annual license fee for the Products listed below is: £16,548.00.

Licensed Products:

QUANTITY	PRODUCT	DISCOUNTED UNIT PRICE	EXTENDED PRICE
UNLIMITED	<i>Mathematica for Eligible Computers and Mathematica for Students for Eligible Student Home-Use Computers (Download)</i>	£15,800.00	£15,800.00
1	<i>SystemModeler License Manager for the Network Server (Download)</i>	£85.00	£85.00
2	<i>SystemModeler Network Increments (Download)</i>	£331.50	£663.00

Additional Benefits:

QUANTITY	BENEFIT	TERMS
UNLIMITED	<i>Wolfram Lightweight Grid Manager</i>	Subject to terms and conditions in Exhibit B - Mathematica
17	<i>webMathematica Amateur</i>	Subject to terms and conditions in Exhibit B - Mathematica Exhibit B - webMathematica Amateur Agreement
UNLIMITED	<i>Faculty Home Use</i>	Subject to terms and conditions in Exhibit C - Faculty Home Use
2	<i>Wolfram SystemModeler Faculty Home Use</i>	Subject to terms and conditions in Exhibit C - Faculty Home Use

Supported platforms and system requirements for Mathematica are listed at <http://www.wolfram.com/mathematica/system-requirements.html>.

7. **Additional Products and Discounts.** Based on licensed products listed above, Licensee is entitled to a discount of 83% off of the list price on additional eligible products added to this Agreement. Additional products licensed hereunder will last for the duration of the Agreement, regardless of when they are added.

8. Miscellaneous.

8.1 Prices do not include annual shipping charges.

8.2 If WR discontinues general support for any platform listed in this Exhibit A, support of that platform will no longer be covered under this Agreement. If general support for new platforms is added by WR, those new platforms will be deemed to be supported under this Agreement.

8.3 If WR discontinues any product listed in this Exhibit A, that product will no longer be covered under this Agreement. Licensee shall be entitled for a pro-rata reimbursement of any prepaid fees for that product only, and the remainder of the Agreement shall remain in full force and no additional reimbursement rights or termination rights shall apply.

9. **Authorized Representative** For the purpose of this Agreement, the following parties are Authorized Representatives of WR:

Elkan, spol. s r.o.

10. **Contract Modifications.** Notwithstanding terms to the contrary, the following modifications are hereby incorporated into the Agreement.

10.1 The following is hereby added to the Agreement:

WR understands it shall co-act during the exercise of the financial control according to Article 2, section e) of Act No. 320/2001 Coll. on Financial Control on Public Administration, as currently applicable. WR undertakes to enable all the subjects authorized to perform the financial control, and whose means will cover the cost of the delivery, to carry out the check of the documents relevant for the contract performance for the time set by the Czech legislation for archiving the documents (Act No. 563/1991 Coll. on Accountancy, as currently applicable, and Act No. 235/2004 Coll. on

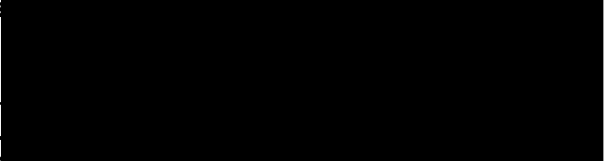
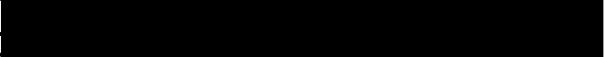
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VAT, as currently applicable). The contract parties rule out any arbitration proceedings as an option for settling disagreements. This contract takes effect on the day of signature by the authorized representatives of both contract parties and comes into force on the day of its publishing in the Central Register of Contracts, in accordance with the Act No. 340/2015 Coll. on Special Conditions of Effect of Some Contracts, on Publishing These Contracts on The Register of Contracts).

IN WITNESS

at A as of the date indicated below:

Signature: 
Name: 

Tomas
Signature: 
Name: 

Title: *Customer Service Manager*

Title: *Dean*

Date: *27/8/20*

Date: *10.9.2020*

Wolfram Research Europe Limited
The Wolfram Centre
Lower Road
Long Hanborough
Oxfordshire
OX29 8FD

WOLFRAM

Exhibit B Product License Agreement(s)

The attached *Mathematica* License Agreement governs the use of *Mathematica* as supplemented by the terms and conditions of the Agreement. Copies of other Product License Agreements applicable to this Agreement are also attached, and contain the terms and conditions governing the use of each Product as supplemented by the terms and conditions of the Agreement.

Wolfram Mathematica[®] License Agreement

Acceptance

This is a binding Agreement: read all terms; retain a copy.

The terms and conditions of this License Agreement are subject to change without notice from time to time in our sole discretion. We will notify You of amendments to these terms and conditions by posting them at <http://www.wolfram.com/legal/agreements/wolfram-mathematica.html>.

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Exhibit D

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Exhibit E

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Signature:  Elkan, spol. s r.o.

Name: VÁCLAV ŽÁK Address 1: V TŮNICH 12

Title: DIRECTOR Address 2: _____

Date: 7 - SEPTEMBER - 2020 City, Country: 120 00 PRAHA 2, CZECH REPUBLIC

Phone: +42  

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Phone:	Fax:	Phone:	Fax:
Email: [REDACTED]		Email:	

Name:		Name:	
Department:		Department:	
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Group or Department Name: _____

(e.g. Software Licensing Group, Engineering Computing Center)

Please send activation keys and passwords, and refer individuals at our organization to the following email address(es) instead of to the Site Administrator(s).

Email Alias/List: _____

You can use a single email alias (e.g. mathematica@yourdomain.com) or list several individuals' email addresses (e.g. jones@yourdomain.edu, baker@yourdomain.edu, goodman@yourdomain.edu)

Wolfram Research Use Only (do not complete):		OE Initials:	Auto Upgrade: YES NO	
License #:		Customer #:	Order #:	
License Type:	Unlimited Site	Pre-College Unlimited	Student Unlimited	Volume Site
	Comprehensive Site	Pre-College Comprehensive	Student Comprehensive	

4. Departments Covered (please select only one)

Open access: Any departments on campus have the option to participate in our site license program and use the products we've licensed through this Agreement.

Restricted Access: Only the following departments/groups are covered by our site license program. Only individuals in these departments/groups may use the products we've licensed through this Agreement. (please list)

FACULTY OF APPLIED INFORMATICS

5. Technical Support Contacts

Please list the individuals your organization has selected as support staff for your license. (See Exhibit A of your Agreement for the quantity allowed.) Please attach an extra sheet of contact names if applicable.

Name: [REDACTED] Name:	
Department: FACULTY OF APPLIED INFORMATICS Department:	
Address: NAD STRA'NEM 45M Address:	
City: ZLIN City:	
State/Province: CZECH REP. Postal Code: 760 05	State/Province: Postal Code:
Phone: [REDACTED] Phone:	Fax: Fax:
Email: [REDACTED] Email:	

Name:		Name:	
Department:		Department:	
Address:		Address:	
City:		City:	
State/Province:	Postal Code:	State/Province:	Postal Code:
Phone:	Fax:	Phone:	Fax:
Email:		Email:	

6. Activation Key and Password Authorization (please select only one)

Always Require Site Administrator Approval: All activation keys and passwords, including those requested directly by individual users, should be sent to the Site Administrator(s) or alternate contact in #3 above for approval.

Sometimes Require Site Administrator Approval: Activation keys and passwords may only be issued to users who have an authorized email address or whose request originated from within an authorized IP range. Requests from "non-authorized" users should be sent to the Site Administrator(s) or alternate contact in #3 above for approval.

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7. Authorized Email Addresses

Email addresses that match the following criteria are pre-approved to receive activation keys and passwords (enter a list separated by commas)

[REDACTED]

8. Staff Home-Use License Authorization (please select only one)

Site Administrator Approval Required: All staff home-use license requests (new licenses and upgrades) should be sent to the Site Administrator for approval before being processed.

Site Administrator Approval Not Required: All staff home-use license requests (new licenses and upgrades) may be processed automatically without the Site Administrator's approval, as long as Wolfram Research has been able to verify their status and eligibility.

9. Automatic Shipments (please select only one)

Note that an upgrade is a change to the first or second digit of the version number. Please skip this question if you have chosen to receive your products via download only.

Do Not Automatically Ship Upgrades: We prefer to individually select the upgrades for which to receive physical shipments.

Automatically Ship Upgrades: All upgrades should be shipped to the Site Administrator automatically.<