

AMENDMENT NO. 3 TO THE CONTRACT FOR BUILDING OF A SUPERCOMPUTER – LARGE CLUSTER II

Contracting parties:

Vysoká škola báňská – Technická univerzita Ostrava (VSB – Technical University of Ostrava)

having its registered office at: 17. listopadu 2172/15, 708 00 Ostrava – Poruba, Czech Republic

represented by: prof. RNDr. Václav Snášel, CSc., Rector

corporate ID: 61989100, tax ID: CZ61989100

Bank: ČSOB, a.s., bank account no.: 100954151/0300

(hereinafter “**VSB-TUO**”)

The European High-Performance Computing Joint Undertaking

having its registered office at: 12, Rue Guillaume J. Croll, L-1882 Luxembourg

represented by: [REDACTED] Executive Director

(hereinafter “**EuroHPC JU**”,

VSB-TUO, and EuroHPC JU hereinafter jointly as the “**Client**”)

and

HEWLETT-PACKARD s.r.o.

having the registered office at: Za Brumlovkou 1559/5, 140 00 Praha 4 – Michle, Czech Republic

represented by: [REDACTED], Statutory Representative

recorded in the Register of Companies held by Municipal Court in Prague,

File C, Insert 1974

Corporate ID: 17048851, Tax ID: CZ17048851

Bank: Československá obchodní banka, a.s., bank account no.: Bank account 722513/0300 (CZK), Bank account 86641280/0300, IBAN CZ21 0300 1712 8018 0086 6413 (EUR)

(hereinafter the “**Supplier**”)

concluded this Amendment No. 3 to the Contract for Building of a Supercomputer – Large Cluster II from 2nd October 2020 (hereinafter the “**Amendment**” and “**Contract**”, respectively), as follows:

1. SUBJECT MATTER OF THE AMENDMENT

- 1.1 On 2nd October 2020, the contracting parties concluded this Contract for Building of a Supercomputer – Large Cluster II. Now the contracting parties have agreed on a partial change to the Annex 1-1 Basic Technical Specification of the Large Cluster and related additional supplies for the Client.
- 1.2 The subject of this Amendment is the delivery and implementation of additional components into the Large Cluster itself, as well as provision of warranty for quality of these additional components and their implementation, all according to duly signed Record of Approval of the Request for Change No. 5 as per Art. 5 and Annex No. 8 of the Contract (hereunder as “**Record**”), which forms Annex No. 1 to this Amendment. Due to the fact that the Record is prepared in the Czech language, for the purposes of this Amendment the Record has also been

translated into English, whereas the diagram is available only in original Record. For avoidance of doubt, the Work within the meaning of the Contract will therefore also consist of newly delivered additional components and their implementation in accordance with this Amendment.

- 1.3 For avoidance of doubt, the contracting parties state that neither this Amendment nor the signed Record No. 5 have any effect on the agreed price within the meaning of Article 12 of the Contract, nor on the Time Schedule within the meaning of Article 4 of the Contract.

2. FINAL PROVISIONS

- 2.1 This Amendment is a complete agreement of the contracting parties on the subject matter hereof. The contracting parties note that all remaining provisions of the Agreement, except those not amended by this Amendment, remain in force without change.
- 2.2 This Amendment is prepared as the electronic original of which all the contracting parties receive a copy after the signature.
- 2.3 This Amendment is partially made in Czech and English. In the event of a dispute as to the terms of this Amendment the English version shall prevail.

The contracting parties declare that they have read the Amendment, agree with its content, and in witness thereof they add their signatures.

Client

Supplier

Signed on

Signed on

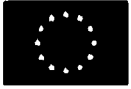
.....
VSB – Technical University of Ostrava
prof. RNDr. Václav Snášel, CSc., Rector

Signed on

.....
HEWLETT-PACKARD s.r.o.
[REDACTED] Statutory Representative

.....
**European High-Performance Computing Joint
Undertaking**

[REDACTED] Executive Director



6. Opravný mechanismus umožňující smluvní straně, jež bude změnový požadavek zpracovávat, od změnového požadavku ustoupit v případě, že nastanou okolnosti vylučující zpracování změnového požadavku, které nebyly v době schvalování změnového požadavku známy.

Nastanou-li v průběhu zpracování změnového požadavku okolnosti vylučující jeho zpracování, které nebyly v době schvalování změnového požadavku známy, předloží Dodavatel Objednateli nový změnový požadavek řešící nastalý nepříznivý stav. Nebude-li takové řešení objektivně možné, bude Dílo zhotoveno v původní konfiguraci v souladu se Smlouvou.

V ostatním bude postupováno plně v souladu s relevantními ustanoveními dotčené Smlouvy. Změnou nejsou jakkoli narušeny či ohroženy cíle projektu.

V Ostravě,

[Redacted signature]

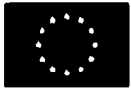
zástupce objednatel

Potvrzuji správnost a převzetí shora uvedeného Záznamu. Dále též výslovně potvrzuji, že předmětné změny nebudou mít vliv na zvýšení ceny Díla, zhoršení kvality Díla ani prodloužení termínu zhotovení Díla. Předmětnými změnami nejsou jakkoli narušeny či ohroženy cíle projektu.

V Praze,

[Redacted signature]

zástupce dodavatele



RECORD OF APPROVAL OF THE REQUEST FOR CHANGE NO. 5

VSB – Technical University of Ostrava, Registered Office: 17. listopadu 2172/15, Ostrava-Poruba, 708 00, Company Reg. No.: 61989100, as the **Client within the meaning of the "CONTRACT FOR BUILDING OF A SUPERCOMPUTER – LARGE CLUSTER II"** concluded on 2nd October 2020 (hereinafter referred to as the "Contract") with company **HEWLETT-PACKARD s.r.o.**, Registered Office: Za Brumlovkou 1559/5, Praha 4 – Michle, 140 00, Company Reg. No.: 17048851, as the **Supplier, hereby issue the Record of Approval of the Request for Change within the meaning of the provisions of Article 5.3, 5.4 and Annex No. 8 of the Contract**, (hereinafter referred to as the "Record"), on the basis of the following facts:

1. Identification of the Contracting Party requesting the change

Supplier:

HEWLETT-PACKARD s.r.o.
Za Brumlovkou 1559/5
140 00 Praha 4 – Michle
Company Reg. No.: 17048851

2. Date of submission of the Request for Change

15th April 2021

3. Wording of the Request for Change

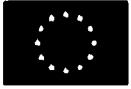
Boosting the 1Gbit Ethernet and network management configuration by adding two switches.

4. Justification of the Request for Change

The goal is to make for accelerated compute nodes separate connections of their management (iLO) and 1Gbit ethernet ports to the LAN network. The original solution envisaged using only one shared port and 2 pieces of active elements (ETH21 and ETH22 switches) with a total port count of 96. Adding the two new HPE FlexNetwork 5510 switches in the same configuration, the new solution will increase the number of ports to 192. New ETH28 and ETH29 switches will be connected to the complex of LAN switches forming the management network of the cluster, and their management ports will be connected to the OOB network of the Client; the new switches will be connected in the same way as the original switches ETH21 and ETH22.

5. Addressing the impact of the change on the monitored parameters of the project

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Evropské strukturální a investiční fondy



The change has no impact on the monitored parameters of the project.

6. A corrective mechanism allowing the Contracting Party incorporating the Request for Change to withdraw from it if circumstances precluding incorporation of the Request for Change that were unknown at the time of approval of the Request for Change arise.

Where circumstances precluding incorporation of the Request for Change during its processing that were not known at the time of its approval arise, the Supplier shall provide the Client with a new Request for Change addressing the respective unfavourable situation. If such a solution is not objectively possible, the Work will be delivered in its original configuration in accordance with the Contract.

For the rest, it will be dealt with in full compliance with the relevant provisions of the Contract concerned. The changes do not in any way disrupt or jeopardise the objectives of the project.

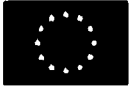
In Ostrava,


Representative of the Client

I confirm the accuracy and receipt of the above Record. I also expressly confirm that the changes in question will not cause an increase in the price of the Work, the deterioration of the quality of the Work, or prolongation of the Work's delivery date. The changes in question do not in any way disrupt or jeopardise the objectives of the project.

In Prague,


Representative of the Supplier



Annex No. 1

Diagram showing the original LAN network solution for connecting the accelerated nodes:

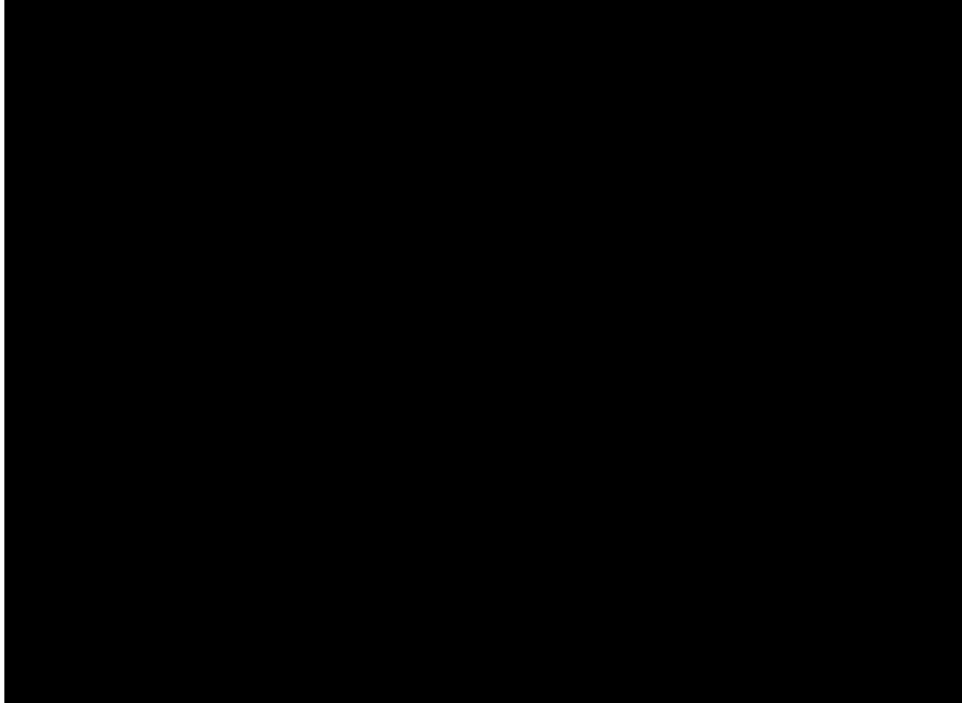
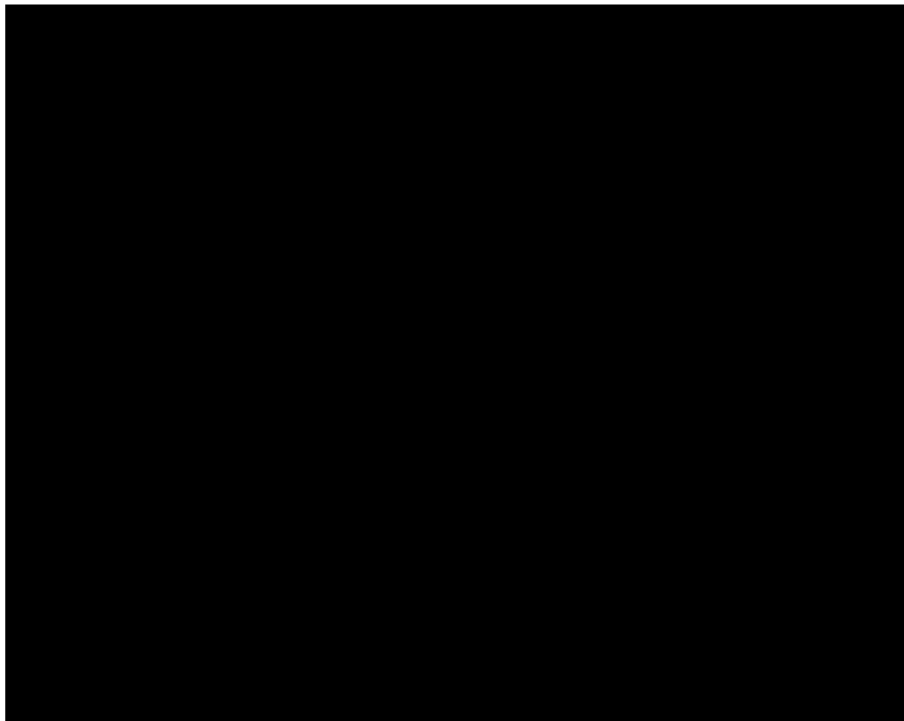
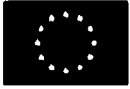


Diagram showing the newly proposed connection solution:





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