

1457852

Licensed Software Designation Agreement

Quotation valid through: 26.10.2022

Vysoké učení technické v Brně - Fakulta strojího
Fakulta strojího inženýrství

Quote Date:10.10.2022

Technická 2896/2
Brno, 61669

Czech Republic

Subscriptions

Product Number	Name/Description	Subscription Term	Qty	List License Price	Total Software Net
MPPACAD0	MindSphere for Academia	12.00 Months	1	2,604.00	2,604.00
	User Type:Named User, License Type:Subscription, Billing Plan:Annual, Version: 3.0, Platform(s):EU1, Supplemental Terms:MSPH, ACAD				
MP1CX0300	Premium Capability Package	12.00 Months	1	50,004.00	0.00
	User Type:Named User, License Type:Subscription, Billing Plan:Annual, Version: 3.0, Platform(s):EU1, Supplemental Terms:MSPH				
MP1CF0121	1.000 Asset Attributes	12.00 Months	1	1,536.00	0.00
	User Type:Named User, License Type:Subscription, Billing Plan:Annual, Version: 3.0, Platform(s):EU1, Supplemental Terms:MSPH				
MP1CR0110	IIoT Data Package Extra Small	12.00 Months	1	504.00	0.00
	User Type:Named User, License Type:Subscription, Billing Plan:Annual, Version: 3.0, Platform(s):EU1, Supplemental Terms:MSPH				
MP1CR0220	Integrated Data Lake Resource Package Small	12.00 Months	1	240.00	0.00
	User Type:Per Server, License Type:Subscription, Billing Plan:Annual, Version: 3.0, Platform(s):EU1, Supplemental Terms:MSPH				
MP1CR0320	Semantic Data Interconnect Resource Package Small	12.00 Months	1	900.00	0.00
	User Type:Per Server, License Type:Subscription, Billing Plan:Annual, Version: 3.0, Platform(s):EU1, Supplemental Terms:MSPH				

Subscriptions cont...

Product Number	Name/Description	Subscription Term	Qty	List License Price	Total Software Net
MP1AXPL00	Predictive Learning Essentials	12.00 Months	1	1,704.00	0.00
	User Type:Named User, License Type:Subscription, Billing Plan:Annual, Version: 3.0, Platform(s):EU1, Supplemental Terms:MSPH				
MP1AXEA00	Edge Analytics Engineer Application	12.00 Months	1	0.00	0.00
	User Type:Named User, License Type:Subscription, Billing Plan:Annual, Version: 3.0, Platform(s):EU1, Supplemental Terms:MSPH				
TG20000E	Learning Advantage Academic Membership for Educators provides academic institutions the resource to teach their students how to use Siemens PLM Products. Eligible academic institutions will receive five TG20000E memberships at no charge. Also included is an administrator account which enables them to manage their users (create/modify/delete) and manage extra subscriptions for their students.	12.00 Months	5	0.00	0.00
	User Type:Concurrent Simultaneous User (Floating), License Type:Subscription, Billing Plan:Annual, Version: 2206, Platform(s):W64, Supplemental Terms:LRNG, PLM-NX, ACAD				
Sub-Total				57,492.00	2,604.00

All the above software products are quoted with Install Number:

If a Subscription does not have a start date displayed, the start date will be three days after the order is finally processed.

Totals	
License:	2,604.00 EUR
Total:	2,604.00 EUR

Payment Terms:

Net due 30 days from date of invoice

Additional Terms and Conditions:

Product Terms and Conditions:

For Product IDs MP1CF0121, additional usage-based fees will be charged as set forth in the Price List for Offerings with Usage-based Fees available at <https://siemens.mindsphere.io/en/docs/Product-Descriptions-Overview/usage-based>.

For Product ID MP1CR0320, additional usage-based fees will be charged as set forth in the Price List for Offerings with Usage-based Fees available at <https://siemens.mindsphere.io/en/docs/Product-Descriptions-Overview/usage-based>.

For Product ID MP1CR0110, additional usage-based fees will be charged as set forth in the Price List for Offerings with Usage-based Fees available at <https://siemens.mindsphere.io/en/docs/Product-Descriptions-Overview/usage-based>.

For Product ID MP1CR0220, additional usage-based fees will be charged as set forth in the Price List for Offerings with Usage-based Fees available at <https://siemens.mindsphere.io/en/docs/Product-Descriptions-Overview/usage-based>.

Software Delivery:

The Software term starts the date the Software is made available to the customer by SISW, unless noted otherwise herein.

SISW, in its sole discretion, reserves the right to accept or reject any LSDA. Once an LSDA for Software is accepted by SISW, delivery of the Software identified in the LSDA will occur when SISW makes the Software available to the Customer by means of electronic download from a website specified by SISW. Physical shipment of the media is SISW's option and will occur as an accommodation to the Customer or because certain elements of the Software are not available for electronic download. If a Customer's installation location resides in a taxing jurisdiction which does not apply a transactional tax (such as sales tax) to electronic deliveries only, and the customer desires to avail itself of such provisions, the Customer must opt out of receiving physical shipments and execute an electronic delivery exception form, as specified by SISW, to arrange for electronic delivery only. The Software will be delivered subject to EXW (Incoterms 2020) for deliveries that occur entirely within United States, Russia, China or India. For delivery from the United States to any other country, the Software will be delivered subject to DAP (Incoterms 2020).

Siemens' obligation to fulfil this agreement is subject to the proviso that the fulfilment is not prevented by any impediments arising out of national and international foreign trade and customs requirements or any embargos [or other sanctions].

Validity:

Any software and/or maintenance, enhancement and support services (ME&S) provided to customer hereunder are subject to the terms and conditions of the license and services agreement entered into by the customer and Siemens Industry Software Inc. or its authorized distributor with respect to the applicable software. This quotation is valid only through the above expiration date, or, if not specified, for thirty (30) days. Any extension to this validity period must be confirmed in writing and signed by both parties. Customer acknowledges that renewal orders for ME&S shall be deemed accepted by the Customer by payment of any ME&S invoice issued as a result of this quotation, course of dealing between the parties or the provision of ME&S services following the automatic renewal date.

Subscription License

Product Number(s) TG20000E, "Subscription" license means a license whose term is limited to a period of time mutually agreed by the parties in this LSDA. A Subscription license is renewable by mutual agreement of the parties for an additional limited term or terms following expiration of the initial Subscription term, but a Subscription license may not be converted to an extended term license or perpetual license under any circumstances. Upon expiration of the initial term or the renewal term, if applicable, the Subscription license will terminate and the Customer must cease any further use of the Subscription license thereafter. Maintenance services for a Subscription license are included in the Subscription license fee. Subscription license fees are payable in advance and will be invoiced as specified by the parties in this LSDA. For multiple year Subscription terms, the copyright owner of the software retains the right to require new license keys to be issued periodically during the Subscription term.

Beginning 1 April 2019, SISW will no longer sell LMS Virtual.Lab licenses for any license type (PLC, ALC, YLC, or OTC). Further, Maintenance Services will permanently cease as of April 1, 2019 for all current LMS Virtual.Lab software licenses. The right to continue using current LMS Virtual.Lab software licenses will continue for the full term of the license

The applicable terms for this LSDA are available at the web page(s) below:

Universal Customer Agreement (UCA):

<https://www.siemens.com/sw-terms/uca>

Supplemental Terms identified by the following alphanumeric codes:MSPH, ACAD, PLM-NX

<https://www.siemens.com/sw-terms/supplements>

Learning Services Agreement (LRNG):

<https://www.siemens.com/sw-terms/learning-services>

Sales contact information

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Customer: Vysoké učení technické v Brně - Fakulta strojního

Siemens Industry Software, s.r.o.

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