Objednávka

Objednatel:

Univerzita Karlova, Filozofická fakulta nám. Jana Palacha 1/2, 116 38 Praha 1

IČO: 00216208 DIČ: CZ00216208

Dodavatel		
Název/jméno:	Phonexia s.r.o.	
Sídlo/místo podnikání:	Chaloupkova 3002/1a, 61200 Brno - Královo Pole, okres: Brno-město	
IČO:	27680258	
DIČ:	CZ27680258	
Plátce DPH:	ANO	
E-mail:		

Číslo objednávky:	UKFFS/0044/2023
Číslo zakázky:	460211011
Kontaktní osoba faktury):	objednatele (i pro zaslání
Jméno:	
Telefon:	
E-mail:	

Předmět plnění (popis, počet kusů):	jednoroční licence na softwarový nástroj Speaker Identification	
Cena bez DPH:	58 000 Kč	
Cena vč. DPH:	70 180 Kč	100
Termín dodání (na pozdějším dodání nemá objednatel zájem):	10.2.2023	
Způsob dodání:	elektronicky	
Místo dodání:		
Splatnost faktury:	21 dní od prokazatelného doručení objednateli	
Způsob úhrady:	bankovním převodem na účet dodavatele u bank, ústavu v ČR uvedený na fa	ktuře

Další smluvní ujednání:

- Zástupci objednavatele a dodavatele prohlašují, že mají oprávnění k zastupování smluvní strany v rámci tohoto
- Objednávka je platná po jejím potvrzení oběma smluvními stranami a prokazatelném doručení potvrzené objednávky objednateli. Pokud dodavatel nedoručí potvrzenou objednávku objednateli do 10 dnů od data vystavení objednávky, pozbývá tato objednávka platnosti, objednatel není objednávkou vázán a dodavatel není oprávněn provést objednané plnění.
- Dodavatel je oprávněn vystavit fakturu až po dodání objednaného plnění objednateli. Objednatel neproplatí fakturu, která nebude obsahovat číslo této objednávky a nebude mít náležitosti řádného daňového dokladu.
- V případě prodlení dodavatele s dodáním objednaného plnění má objednatel právo bez dalšího odstoupit od této objednávky.
- Pokud je předmětem plnění objednávky spotřební zboží, poskytuje dodavatel objednateli záruku za jakost v minimální délce 24 měsíců s odstraněním vad do 30 dnů od jejich nahlášení dodavateli, není-li pro konkrétní případ sjednána či v záručních podmínkách dodavatele stanovena delší záruka za jakost či kratší lhůta pro odstranění vad. Záruka se nevztahuje na rychle opotřebitelné součásti ani na spotřební materiál.
- Dodavatel bere na vědomí, že objednatel má povinnost některé smlouvy, tedy i objednávky a jejich akcentac v registru smluv postupem podle zákona

zvláštních podmínkách účinnosti některých uveřejňování těchto smluv a o registru smluv (zákon o registru smluv), ve znění pozdějších předpisů. Dodavatel prohlašuje, že v této objednávce nejsou údaje podléhající obchodnímu tajemství, ani údaje, jejichž uveřejněním by došlo k neoprávněnému zásahu do práv a povinností dodavatele, jeho zástupců nebo jeho zaměstnanců. V případě, že by přesto uveřejněním smlouvy došlo k neoprávněnému zásahu do práv a povinností dodavatele, jeho zástupců či zaměstnanců, odpovídá dodavatel sám za újmu způsobenou jemu samému a jeho vlastním zástupcům nebo zaměstnancům. Smluvní strany berou výslovně na vědomí a souhlasí s tím, že plnění takové objednávky může nastat až po jejím uveřejnění v registru smluv. O uveřejnění bude dodavatel informován e-mailovou notifikací na kontaktní e-mailovou adresu uvedenou v této objednávce.

- Smluvní parametry stanovené touto objednávkou není možno měnit jinak než shodnou formou, jakou byla objednávka učiněna.
- Součástí smlouvy mezi objednatelem a dodavatelem nejsou žádná ujednání, která nejsou výslovně uvedena v této objednávce.
- 9) Je vyloučeno potvrzení této objednávky ze strany dodavatele s dodatkem, výhradou či odchylkou.
- 10) Výše uvedená cena je konečná, obsahuje všechny náklady dodavatele a je možno ji změnit pouze v případě změny sazby

Objednatel tímto závazně objednává. 2 7 -01- 2023 Dne:

Dodavatel tímto objednávku přijímá.

Dne: 2.2.2023

Za objednatele: Mgr. Zdeňka Filipová, tajemnice iakulty – Za dodavatele:

Phonexia End User License Agreement

(staženo z https://www.phonexia.com/end-user-license-agreement/)

Please read the terms and conditions of this End User License Agreement (the "Agreement") carefully before you use the Phonexia proprietary software providing speech solutions, technologies and accompanying services (the "Software") delivered and marketed by Phonexia s.r.o., having its registered seat at Chaloupkova 3002/1a, 612 00 Brno, Czech Republic, identification number: 27680258, registered in the Commercial Registry maintained by the County Court in Brno, Section C, Insert No. 51524 ("Phonexia"). This is a legally binding contract. By assenting electronically, installing the Software or using the Software, you accept all the terms and conditions of this Agreement on behalf of yourself and any entity or individual you represent or for whom you acquire the Software (collectively "you" or the "Client"). If you do not agree with the terms and conditions of this Agreement, do not continue the installation process, do not use the Software and delete or destroy all copies of the Softwate in your possession or control.

- **1. LICENSE**. Phonexia provides the Client with non-exclusive, non-transferable, time-limited and revocable right to use Software specified on Phonexia website or in a particular order or agreement under the following terms:
- 1.1 The Client may use the Software only for the duration of a valid license file generated by Phonexia;
- 1.2 The Client shall run the Software on its own or outsourced hardware and agree to do so at its own risk;
- 1.3 The Client may use the Software for which Phonexia requires payment of a license fee or other payments only subject to the full and timely payment of such fees and/or payments.

2. TYPES OF LICENSES. Phonexia offers following types of licenses:

- 2.1 Web demo license is provided only for online use of the Software solely on Phonexia website.
- 2.2 Trial license (not-for-resale) is provided for a limited period agreed between Phonexia and Client for the purposes of internal evaluation and testing. This license cannot be transferred to third party without Phonexia prior consent and it cannot be used for any commercial or development activity.
- 2.3 Development license (not-for-resale) is provided for a limited period agreed between Phonexia and Client for the purposes of development and testing within Client's premises excluding running on servers providing services for Phonexia Partner's customers.
- 2.4 Production license which can be used for commercial exploitation. Within the delivery, Client will receive Production license(s) corresponding with mutual agreed payment model for particular type of Software. Unless otherwise agreed, the standard Production license validity is set for twenty (20) years from the date the license commences.
- 2.5 Special licenses. Certain parts of the Software might be, in Phonexia's sole discretion, provided under separate licensing conditions. In such case, these separate licenses will be attached to the delivery of Software in paper form or as an electronic document.

3. RESERVATION OF RIGHTS AND OWNERSHIP.

- 3.1 Phonexia warrants it owns or has the rights to license and distribute the Software. Phonexia reserves all rights not expressly granted to Client in this Agreement.
- 3.2 The Software is protected by copyright and other intellectual property laws and treaties. Phonexia or its suppliers own the title, copyright, and other intellectual property rights related to the Software.
- 3.3 The structure, organization and computer code of the Software are valuable trade secrets and confidential information of Phonexia. To the extent you provide any comments or suggestions about the Software to Phonexia, you grant Phonexia the right and license to retain and use any such comments or suggestions for any purpose in its current or future products or services, without further compensation to you and without your approval of such retention or use:

- 3.4 The Software is licensed, not sold.
- 3.5 The Software may contain products and / or parts of such products owned (or licensed to) independent third parties ("Third Party Software"). Unless stipulated otherwise with respect to such Third Party Software, the use of such Third Party Software is subject to the license terms of such Third Parties. The list of such license terms of Third Party Software will be provided by Phonexia upon request. 3.6 The Software may not be combined with general public licenses, e.g. GNU GPL or other licenses with similar conditions in such way, which would change license for the Software into GPL license.

4. WEB DEMO LICENSE - SPECIFIC TERMS.

- 4.1 The Client acknowledges and agrees that the Web demo software is provided "As Is" and "As Available" without warranty of any kind. Use of the Web demo software and any related services is done solely at the Client's own discretion and risk. Phonexia is not responsible for any damage to the Client's computer system or other device, or for the loss of any data as a result of downloading any necessary materials or software, even if Phonexia has been advised of the possibility of such damages.
- 4.2 Phonexia recognizes and agrees that the Client remains the sole owner of the title to any data provided to Phonexia while using the Web demo license, including audio recordings, transcripts, personal information, or any intellectual property rights contained therein (the "Provided demo data"). Phonexia is not required or obligated to protect and/or enforce rights owned by the Client. The Client hereby grants Phonexia a non-exclusive, perpetual, irrevocable, royalty-free and fully paid-up license to use Provided demo data in connection with improvement of Phonexia Services, including but not limited to use, copy, distribute, publicly display, create improvements, create derivative works and anonymize such Provided demo data and to sell and sublicense such improvements or derivative works of such Provided demo data.
- 4.3 In order to perform the necessary steps to process Provided demo data, Phonexia may transmit or distribute the Provided demo data via public networks or media. Additionally, it may be necessary to make changes to this content in order to adjust it to fit the technical requirements of processing the Provided demo data. Phonexia will encrypt all Provided demo data before transmitting or distributing for processing purposes. The Client using Web demo license explicitly permits Phonexia to take these actions.
- 4.4 The Client agrees that the Provided demo data is not endorsed by Phonexia. All Provided demo data content is subject to any applicable local, state, national or international laws and regulations. When Provided demo data violates such laws or regulations, the creation and/or distribution of said content via Phonexia products is prohibited. The Client is solely responsible and liable for using only such Provided demo data which would not breach any kind of third party rights, including but not limited to the intellectual property rights of the Client or third parties in such Provided demo data.
- **5. LIMITATIONS ON REVERSE ENGINEERING, DECOMPILATION, AND DISASSEMBLY.** Neither the Client nor any person affiliated with it may reverse engineer, decompile, or disassemble the Software, except and only to the extent that such activity is expressly permitted by Phonexia or applicable law.
- **6. UPDATES & UPGRADES.** Updates means new version of the Software with same major version number with minor changes (correct program bugs etc.). The generic naming used by Phonexia for Software Updates is X.y (X = major version, y = minor version). Upgrade means new generation version of the Software with major changes (new generation of algorithm, expanded functionalities, etc.). Client is allowed to provide Updates only to those Client's customers, who have active annual support. Phonexia shall inform Client about Upgrades and offer to Client the licensing terms of Upgrades.
- **7. TECHNICAL SUPPORT.** The Client having production license is entitled to receive from Phonexia or its partners relevant maintenance and support in mutually agreed extent. Client is allowed to request support only for those customers, who have active support. General information about maintenance

and support is specified in Phonexia Support and Lifecycle Policy available in the then current version on Phonexia Partner Portal. More specific conditions applicable to provision of maintenance and support shall be set in specific service agreement.

- **8. ADDITIONAL SOFTWARE/SERVICES.** Individual agreements may stipulate rules of providing updates, supplements, add-on components, or Internet-based services components, of the Software that the Client would order from Phonexia after the date the Client obtained the Software, unless the Client accepts updated terms or another agreement.
- **9. EXPORT RESTRICTIONS.** Due to the fact that the Software is subject to local EU export jurisdiction, the Client agrees to comply with all applicable international and national laws that apply to the Software, including the EU export administration regulations, as well as end-user, end-use, and destination restrictions issued by EU. Phonexia shall not be liable for any breach of such laws by the Client or any person affiliated with it and the Client shall indemnify Phonexia for any expenses associated herewith.
- **10. TERM.** This Agreement is entered into for the definite period depending on the type of license or in your order or particular agreement, including any extensions or renewals of the agreed period, unless terminated earlier. This Agreement becomes effective on the date of accepting this agreement by the Client. The Client shall cease using the Software immediately after expiration or termination of this Agreement.
- **11. TERMINATION FOR CAUSE.** Without prejudice to any other rights, Phonexia may terminate this Agreement, effectively immediately, if the Client fails to comply with the terms and conditions of this Agreement. In such event, the Client must destroy all copies of the Software and all of its component parts.
- 12. DISCLAIMER OF WARRANTIES. Phonexia and its suppliers provide the Software and support services (if any) AS IS AND WITH ALL FAULTS, and hereby disclaim all other warranties and conditions, whether express, implied or statutory, including, but not limited to, any (if any) implied warranties, duties or conditions of merchantability, of fitness for a particular purpose, of reliability or availability, of accuracy or completeness of responses, of results, of workmanlike effort, and of lack of viruses, all with regard to the Software, and the provision of or failure to provide support or other services, information, Software, and related content through the Software or otherwise arising out of the use of the Software. ALSO, THERE IS NO WARRANTY OR CONDITION OF TITLE, QUIET ENJOYMENT, QUIET POSSESSION, CORRESPONDENCE TO DESCRIPTION OR NON-INFRINGEMENT WITH REGARD TO THE SOFTWARE.
- 13. EXCLUSION OF INCIDENTAL, CONSEQUENTIAL AND CERTAIN OTHER DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL PHONEXIA OR ITS SUPPLIERS BE LIABLE TO CLIENT FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS OR CONFIDENTIAL OR OTHER INFORMATION, FOR BUSINESS INTERRUPTION, FOR PERSONAL INJURY, FOR LOSS OF PRIVACY, FOR FAILURE TO MEET ANY DUTY INCLUDING OF GOOD FAITH OR OF REASONABLE CARE, FOR NEGLIGENCE, AND FOR ANY OTHER PECUNIARY OR OTHER LOSS WHATSOEVER) ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF OR INABILITY TO USE THE SOFTWARE, THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT OR OTHER SERVICES, INFORMATON, SOFTWARE, AND RELATED CONTENT THROUGH THE SOFTWARE OR OTHERWISE ARISING OUT OF THE USE OF THE SOFTWARE, OR OTHERWISE UNDER OR IN CONNECTION WITH ANY PROVISION OF THIS AGREEMENT, EVEN IN THE EVENT OF THE FAULT, TORT (INCLUDING NEGLIGENCE), MISREPRESENTATION, STRICT LIABILITY, BREACH OF CONTRACT OR BREACH OF WARRANTY OF PHONEXIA OR ANY SUPPLIER, AND EVEN IF PHONEXIA OR ANY SUPPLIER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

- **14. LIMITATION OF LIABILITY AND REMEDIES.** Notwithstanding any damages that the Client might incur for any reason whatsoever (including, without limitation, all damages referenced herein and all direct or general damages in contract or anything else), the entire liability of Phonexia and any of its suppliers under any provision of an agreement and the exclusive remedy will not exceed the fees received by Phonexia from Client for the Software purchase. The foregoing limitations, exclusions and disclaimers shall apply to the maximum extent permitted by applicable law, even if any remedy fails its essential purpose.
- **15. APPLICABLE LAW.** This Agreement shall be governed by, and construed in accordance with, the Civil Code and other laws of the Czech Republic excluding conflicts of laws principles. Should any dispute arising under an agreement fail to be resolved amicably, such dispute will be adjudicated by the Czech court which territorial jurisdiction shall be determined according to the address of Phonexia's registered office.
- **16. CONFIDENTIALITY.** All information (except for public information) disclosed by Phonexia to Client under this Agreement is considered confidential. Such information may be used only for performance under this Agreement and may not be copied or reproduced unless such copying or reproduction is a requirement for using such information. Any and all confidential information remains the property of Phonexia with Client being obligated to return to Phonexia all copies and reproductions. Client is obligated to ensure that all confidential information is secure with all persons to whom such information will have been disclosed or otherwise communicated up to the time such information becomes public.
- **17. PHONEXIA ETHICAL CODE.** As a socially responsible company, Phonexia undertakes to use its best efforts to pursue its business solely in ethical manners and in compliance with all applicable laws and international treaties. Therefore, Phonexia strongly urges all its Clients to get acquinted with the Phonexia Ethical Code as available in the then current version on the Phonexia website and act in compliance with such Phonexia Ethical Code when using the Software.
- **18. OTHER AGREEMENTS.** The Clients shall generally consider this Agreement as a principal document governing the use of Software. However, if there is a conflict between part of this Agreement and part of individual contract between Phonexia and the Client, the provision of the individual contract shall prevail.
- 19. CHANGES OF THE AGREEMENT. Please note that this Agreement might be changed by Phonexia at any time and without prior notice. The currently effective and binding version of the Agreement is available on Phonexia website, please check the Phonexia website for updates of the Agreement regurarly. In case of your disagreement with the changes of the Agreement made by Phonexia, you have the right to terminate this Agreement by completely destroying all copies of the Software in your possession or control. Unless otherwise agreed with Phonexia, you have no right to any financial compensation in case of such termination.