



EUROPEAN UNION
European Structural and Investment Funds
Operational Programme Research,
Development and Education



No. of Contract: S970/23-9600-01

Agreement for the Provision of Technical Support for the Software

CONTRACTING PARTIES:

VSB – Technical University of Ostrava

IT4Innovations National Supercomputing Center

Registered Office: 17. listopadu 2172/15, 708 00 Ostrava – Poruba
Represented by: Assoc. Prof. Vít Vondrák, PhD., Managing Director
Company Registration No.: 61989100
Tax Identification No.: CZ61989100
Bank Details: ČSOB, a.s.
Bank Account No.: 100954151/0300
(hereinafter referred to as “**the Customer**”)

and

LINARO Limited

Registered Office: Harston Mill, Harston, Cambridge, CB22 7GG, UK
Company Registration No.: 07180318
Tax Identification No.: GB 51442 11082
Bank Details: Barclays Bank Plc, Saint Andrews Street, Cambridge, CB2 3AX
Bank Account No.: 74299877
IBAN No.: GB14 BARC 2017 7674 2998 77
(hereinafter referred to as “**the Supplier**”)

concluded this Agreement on the day, month, and year stated below

(hereinafter referred to as “**the Agreement**”)

1. INTRODUCTORY PROVISIONS

- 1.1 The Customer declares that they are a legal person, a university-type public higher education institution established in compliance with Act No. 111/1998 Coll., on Higher Education Institution and on Amendments and Supplements to some other acts (the Higher Education Act) as amended.
- 1.2 The Supplier declares that they meet all conditions and requirements stipulated in this Agreement and are entitled to conclude it as well as duly fulfil the obligations laid down herein.
- 1.3 Following the result of the public procurement procedure titled “Technická podpora pro software Linaro” (Software maintenance of Linaro) (hereinafter referred to as “Public Contract”).
- 1.4 This Agreement is concluded in order to fulfil the project "e-Infrastruktura CZ", identification code: LM2023054, whose support provider is the Ministry of Education, Youth and Sports of the Czech Republic.

2. SUBJECT MATTER OF THE AGREEMENT

2.1 The Supplier undertakes to supply the Customer with

- FOR-SC-64-M12 : Linaro Forge Supercomputing licence: 64 processes, 1 year support, Architectures: x86_64;
- PERF-SC-64-M12 : Linaro Performance Reports: 64 processes, 1 year support and maintenance, Architectures: x86_64 (hereinafter referred to as "Support").

The Supplier undertakes to supply the Customer with 1 year Support and maintenance. Duration of the Support was agreed by the contracting parties until 30th June 2024. The Customer undertakes to pay the price in the amount and under the terms and conditions agreed in this Agreement to the Supplier.

2.2 Other terms and conditions are included in the Supplier's Terms and Conditions of Sale according to Annex No. 1 to this Agreement.

3. PRICE AND PAYMENT TERMS AND CONDITIONS

3.1 The Contracting Parties mutually agree on the total and final price in the amount 9,100 EUR without VAT according to Annex No. 1 to this Amendment.

3.2 The Customer undertakes to pay the total price indicated in Article 3.1 based on full invoices issued by the Supplier. The invoice issued by The Supplier must include the project title "e-Infrastruktura CZ", identification code: LM2023054, identification of this Agreement and the Support.

3.3 The invoiced price is due within 30 calendar days from the date of the receipt of the respective invoice by the Customer. The Contracting Parties mutually agree that the obligation to pay the price is fulfilled on the day when the respective amount is debited from the bank account of the Customer stated on the title page of this Agreement.

4. AUTHORISED PERSONS

4.1 Each Contracting Party nominates an authorised person or a deputy of an authorised person. The authorised persons shall represent the Contracting Parties in business and technical matters related to the performance of this Agreement.

4.2 The authorised persons are not empowered to lead negotiations, the direct result of which would be any modification of this Agreement or its subject matter.

4.3 The Contracting Parties mutually agree to authorise the following persons:

a) on behalf of the Customer:

[REDACTED]

b) on behalf of the Supplier:

[REDACTED]

4.4 The Contracting Parties are entitled to replace the authorised persons. However, they are obliged to notify the other Contracting Party about such modification in writing.

5. OTHER PROVISIONS

5.1 Neither party shall disclose the existence of this Agreement or any terms and conditions of this Agreement to any third party without the other party's prior written consent.

5.2 By signing this Agreement the Supplier confirms that it is the exclusive supplier of the Support.

6. VALIDITY AND EFFECTIVENESS OF THE AGREEMENT

6.1 This Agreement shall enter into force on the July 1, 2023. The contracting parties have agreed that this Agreement will be published in the Register of Contracts by the Customer, provided that all the information in Annex 1 must be redacted and the

Customer understands and agrees that the information in Annex 1 is highly confidential and considered to be Supplier's trade secrets.

7. FINAL PROVISIONS

- 7.1 The rights and obligations not covered by this Agreement are governed by English law, excluding any conflicts of laws principles.
- 7.2 This Agreement may be modified or amended by the Contracting Parties only in the form of written, upward numbered amendments signed by the authorised representatives of the Contracting Parties.
- 7.3 The Contracting Parties agree that in case of discrepancy between the provisions laid down in the Annexes and in this Agreement, the provisions in the Annexes shall prevail.
- 7.4 All disputes between the Contracting Parties arising from or relating to the provisions of this Agreement shall always be first settled by an amicable mutual agreement.
- 7.5 This Agreement shall be signed by electronic signature of the Contracting Parties' representatives, each of the Contracting Parties will receive a copy of the Agreement after the signature.

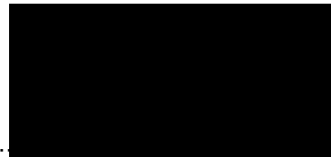
Signature



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VSB – Technical University of Ostrava

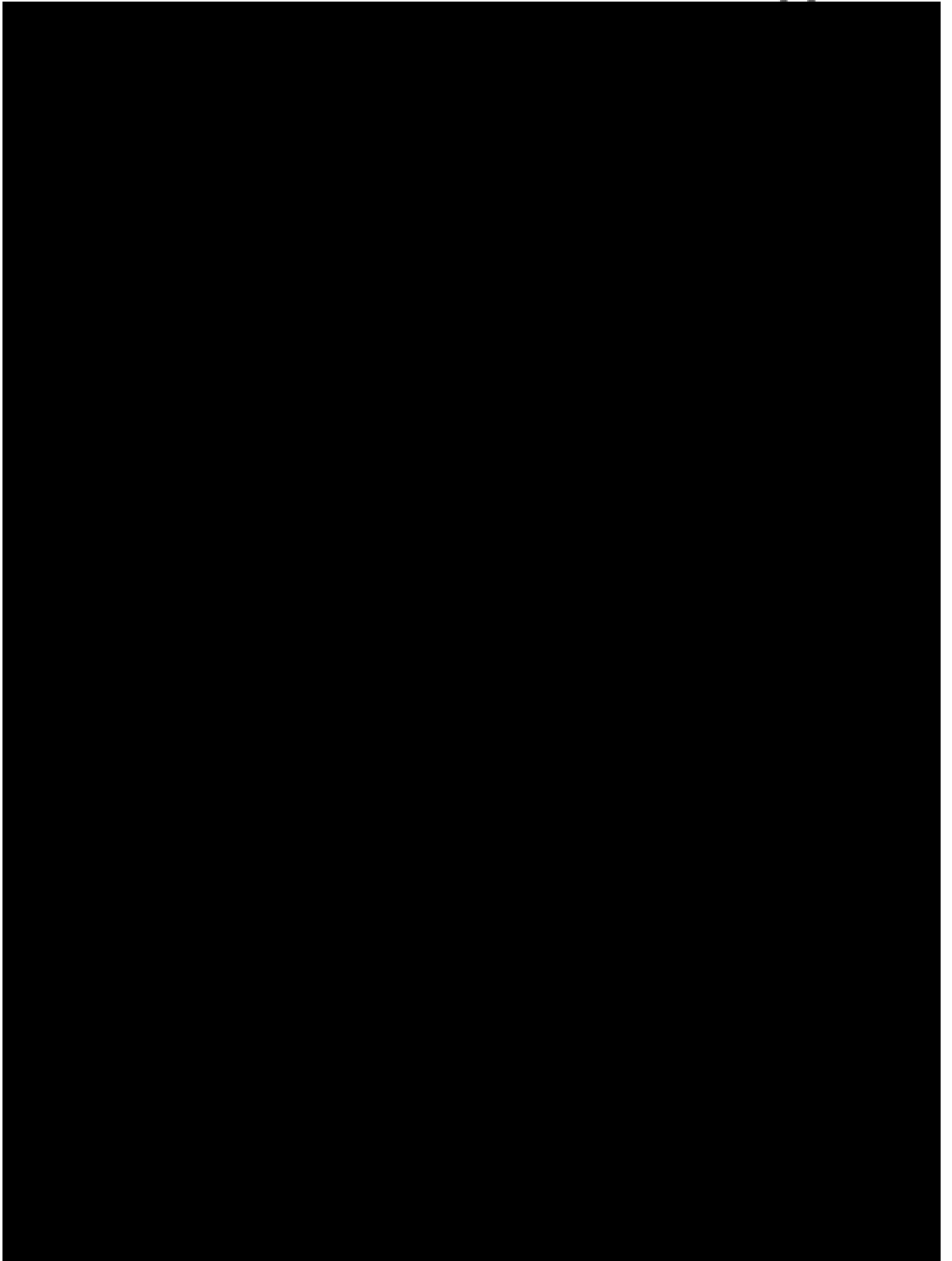
IT4Innovations National Supercomputing Center
Assoc. Prof. Vít Vondrák, PhD.
Managing Director

Signature



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LINARO LIMITED

Robert A. Booth, Chief Operating Officer



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