

# WOLFRAM

## 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 Slezska Univerzita v Opave, located in Opava, 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.

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## 3. Product Support.

- 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.

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- 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.
- 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 HEREOF, the parties have executed this Agreement as of the date indicated below:

**Wolfram Research, Inc.**

**Slezska Univerzita v Opave**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Ivana Růžičková

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Bursar

Date: \_\_\_\_\_

Date: \_\_\_\_\_

12/04/2023

Exhibits:

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

Mathematica is a registered trademark of Wolfram Research, Inc.

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## Exhibit A Academic Site License

Wolfram Research Europe Ltd., a UK Limited Company ("WR"), and  
Slezska Univerzita v Opave,  
located in Opava, 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: January 01, 2024.

2. **Duration.** The initial term of this Site License Agreement is 36 months. This Site License Agreement will automatically renew for subsequent terms unless either party gives the other written notice of termination at least 60 days, but no sooner than 90 days, prior to the expiration date of each term. In the event of an increase in annual fee, the renewal price will be provided by WR at least 90 days prior to the expiration date.

3. **Technical Support Contacts.** The number of Technical Support Contacts Licensee may designate is 2. Additional Contacts may be designated at an annual cost of £225.00 per contact.

4. **Student Population.** 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. Slezska Univerzita v Opave**

100 Trade Center Drive Address: Slezská univerzita v Opavě Fyzikální ústav

Champaign, IL 61820-7237 City, State, ZIP: Opava, Bezručovo nám. 13

USA Country: Czech Republic

Attn: Legal Administration Attn: Ing. Ivana Růžičková, MPA

+ Phone: +

**6. Products and Fees.**

**Fees:** The annual license fee for the Products listed below is: **£10,585.40.**

**Licensed Products:**

QUANTITY	PRODUCT	DISCOUNTED UNIT PRICE	EXTENDED PRICE
26	<i>Mathematica Network Increments (Download)</i>	£354.20	£9,209.20
25	<i>Mathematica Student Edition for Eligible Student Home-Use Computers (Download)</i>	£49.90	£1,247.50
1	<i>Mathematica License Manager for the Network Server (Download)</i>	£128.70	£128.70

The annual fees are as follows Year One £10,585.40 Year Two £11,114.67 Year Three £11,670.25 This will be pre-paid

**Additional Benefits:**

QUANTITY	BENEFIT	TERMS
26	<i>Wolfram Engine</i>	Subject to terms and conditions in Exhibit B - Mathematica
26	<i>Wolfram Lightweight Grid Manager</i>	Subject to terms and conditions in Exhibit B - Mathematica
26	<i>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 78% 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 physical media distribution fee.

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: The annual fee for Year One will be £10,585.40, for year Two it will be £11,114.67 and for year three it will be £11,670.25

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10.2 The following is hereby added to the Agreement: The following is hereby added to the Agreement: 90 days before and no later than 30 days prior to the expiration of this agreement term the licensee reserves the right to convert the previously rolled in license L4770-8515 (NW13) to a perpetual license at the latest version, without service.

IN WITNESS HEREOF, the parties have executed this Agreement as of the date indicated below:

**Wolfram Research, Inc.**

**Slezska Univerzita v Opave**

Signature:

Signature:

Name:

Name:

Ivana Růžičková

Title:

Title:

Bursar

Date:

Date:

12/04/2023

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## 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<sup>®</sup> 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>.

Carefully read the following terms and conditions before accessing, installing, or using the Software. By clicking "I agree", opening the media container, downloading the Product, or installing/using the Product, You are consenting to be bound by this Mathematica License Agreement ("Agreement"). If You are not willing to accept the terms and conditions of this Agreement, You may not access, copy, install, or use the Product—immediately return the entire Product to the source from which it was obtained, and uninstall/remove/destroy any additional copies of the Product.

#### Definitions

**WRI:** Wolfram Research, Inc., 100 Trade Center Drive, Champaign, IL 61820-7237, USA.

**You/Licensee:** The individual or organization obtaining the Product. If You/Licensee agree to these terms on behalf of an organization, You represent to WRI that You are authorized to accept these terms on the organization's behalf.

**Software:** Wolfram Language™ and the Mathematica family of computer programs provided by WRI under this Agreement.

**Product:** All the materials, including the Software, provided by WRI under this Agreement (whether by download or physical storage media), and data accessed on WRI's servers.

**Intellectual Property Rights:** Any and all rights existing from time to time under patent law, copyright law, trade secret law, trademark law, unfair competition law, and any and all other proprietary rights, and any and all applications, renewals, extensions, and restorations thereof.

**License Certificate:** User-specific document specifying Your License Class, Use Class, and number of Processes, and which may include additional use specifications or restrictions.

**License Class:** Indicates whether the Software is licensed for Single-Machine or Network use. Your License Class is indicated on Your License Certificate.

**Use Class:** Indicates whether there are restrictions on how the Product may be used. Your Use Class is indicated on Your License Certificate.

**Controlling Process:** A Mathematica kernel or front end that handles input, output, and scheduling for the Computation Processes.

**Computation Process:** A Mathematica kernel that does computations, only accepting input from and returning output to a Controlling Process kernel; or a Mathematica front end that only accepts input from and returns output to a Computation Process kernel.

**Remote Access to License:** Accessing the Software of another computer that is located at the physical site of product registration.

**Single-Machine:** A Product or a Controlling or Computation Process that can only be reinstalled on another computer by applying a System Transfer.

**Network:** A Controlling or Computation Process (or Product containing one or more such Processes) that may move to different computers within the licensed network(s) without the need to apply a System Transfer.

**Network License Controller (i.e. MathLM™):** A Single-Machine process that controls policies of usage of Network processes (including the maximum number of concurrent processes).

**Registered Network User:** A user registered in conjunction with a Network License. The location from which the user regularly accesses and uses the Software must be the same as the physical site at which the License is registered.

**System Transfer:** Converting a Product to a different configuration (e.g. Single-Machine to Network), platform (e.g. Windows to Linux), or Product.

#### Ownership

WRI is the sole owner of the Product with the exception of the portions licensed by WRI from third-party owners. WRI is the holder of the Intellectual Property Rights in the Product, including, without limitation, such aspects of the Software as its code, structure, sequence, organization, "look and feel", programming language, and compilations of command names, descriptors, and data. Use of the Product, unless pursuant to the terms of a license granted by WRI or as otherwise authorized by law, is an infringement of Intellectual Property Rights. When publishing academic or research papers for which Mathematica was used, the Product should be appropriately cited as a reference and/or described in a methods section. Notwithstanding the obligation to provide acknowledgment stated above, no other right to use the names, marks, or other distinctions of the Product or WRI is granted.

#### Permitted Uses and Installations

Subject to the terms of this Agreement and Your acceptance thereof, WRI grants You a non-exclusive license to use the Product solely in accordance with the License Class, Processes, and Use Class indicated on Your License Certificate. This Agreement terminates in the event that You receive a license to use an upgraded version of the Product in place of this Product, which upgrade, as well as any other improvement or enhancement, WRI is under no obligation to provide. Should You receive an upgraded version of the Product and desire to continue concurrent use of the older version, this License Agreement and License Certificate shall merge with the upgraded License Agreement and License Certificate such that Your continued use will be allowed under the terms,



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conditions, and restrictions therein. Your license to use the Product terminates on the license expiration date, if one is indicated, or upon notice of a material breach that is not cured within 30 days of receipt of notice. Provisions of this Agreement that by their nature express ongoing rights or obligations shall survive the expiration or termination of this Agreement. You are also authorized to:

- a. for a Single-Machine License Class, install and use Software only from a single storage device (e.g. a hard-disk drive);
- b. for a Network License Class, install and use the Software from storage devices that are located at the physical site of Product Registration and are accessible by the Network License Controller;
- c. maintain one archival copy of the Software on storage media (such as a DVD);
- d. undertake a System Transfer only if Your Mathematica service level permits the transfer; You contact WRI Customer Service and, at its direction, complete and submit a System Transfer Form; and You pay any license cost difference or applicable transfer fee;
- e. transfer the Product subject to this Agreement to a different Licensee only if (1) the transferee's use of the Software falls into the same Mathematica service level; (2) You contact WRI Customer Service to convey relevant information and certify that You have destroyed or given to the transferee all copies of the Software and other elements of the Product in Your possession; (3) You pay any license cost difference or applicable transfer fee; and (4) the transferee accepts all the terms and conditions of this Agreement;
- f. use Remote Access to a License, if You are a Primary User of a Single-Machine License or a Registered User on a Network License that would be eligible to use the License directly; and
- g. author and distribute Computable Document Format™ (CDF) files consistent with the licensing terms at <http://www.wolfram.com/cdf/adopting-cdf/licensing-options.html>.

## Prohibited Uses

All uses of the Software and other elements of the Product not specifically stated in the Permitted Uses and Installations section of this Agreement are prohibited, including, without limitation:

- a. running more Controlling Processes or Computational Processes concurrently than the maximum specified on Your License Certificate, or allowing access to a single Controlling Process by multiple computers or terminals;
- b. decompiling, disassembling, or reverse engineering the Software;
- c. modifying the Software in any manner, except those portions written in the Wolfram Language and included as examples;
- d. distributing, publishing, transferring, sublicensing, lending, leasing, renting, or otherwise making available the Product or any portion of the Software including collections of data, except as permitted at <http://www.wolfram.com/components> for distributing Mathematica-generated code;
- e. copying or allowing copying of the Product or any elements of the Product, except as permitted for the maintenance of an archival copy of the Software as allowed by the Permitted Uses and Installations section of this Agreement;
- f. allowing access to the Product by any user other than Licensee, including, without limitation, access to the Product via a web server, which is only allowed pursuant to a valid webMathematica™ license agreement;
- g. removing any copyright, trademark, or other proprietary notices from the Product;
- h. installing separate components of each Controlling Process or Computation Process on separate computers, with the exception that the front end of a Controlling Process can be on a separate computer from the associated kernel;
- i. using the Software for any illegal purpose or to create malicious programs, including but not limited to creating computer viruses and malware or denying computer bandwidth to WRI and its affiliates and users;
- j. using a password, activation key, or other means of accessing the Software other than as specifically authorized by WRI; and
- k. restricting third parties in receipt of Mathematica-generated FreeCDF™ .cdf files from republishing or redistributing them by any means, including but not limited to rights management or terms of use, without the express consent of WRI.

## Online Services and Data

Certain functionality in the Mathematica product family may require the Software to access collections of data available through external servers. WRI makes no warranty that access to such data will be uninterrupted or that the data itself will be error free. WRI reserves the right to restrict access to, add, update, modify, or remove collections of data based on availability, Your service subscription, or otherwise at WRI's discretion. You agree all data access and use shall be limited to the Permitted Uses, and agree not to access or use data collections in such a manner that could damage, disable, overburden, or impair the servers providing such data. You agree to only access collections of data through the intended Mathematica interface. **Data provided through WRI's online services constitutes protected intellectual property and may not be copied, distributed, used to construct a database, stored (in whole or in part) in databases for access by You or any third party, or provided or distributed through any database services containing all or part of such data.** Access to the online services is provided to You at WRI's discretion, and may be terminated or restricted at any time.

**Wolfram|Alpha®:** Mathematica functionality allows You to access Wolfram|Alpha data from within the Software. In addition to the general Online Services and Data terms and restrictions listed above, data and other results obtained through the Wolfram|Alpha functionality are subject to the Wolfram|Alpha Terms of Use at <http://www.wolframalpha.com/termsfuse.html>. Your use of this functionality indicates Your acceptance of these terms.

**Wolfram Cloud™:** Mathematica functionality allows You to access the Wolfram Cloud from within the Software. In addition to being subject to the general Online Services and Data terms and restrictions, as well as the Wolfram|Alpha Terms of Use, the Wolfram Cloud service is subject to the Terms of Use at <http://www.wolfram.com/legal/terms/wolfram-cloud.html>. Your use of this functionality indicates your acceptance of these terms.

## Limited Warranty and Disclaimer

WRI warrants that the Product shall be free from defects in the physical media for a period of 90 days following the date of purchase when used under normal conditions. You acknowledge that WRI shall provide, as Your sole remedy for breach of this warranty, another copy of the physical media. **The foregoing warranty is in lieu of all other warranties, express or implied.**

**WRI does not warrant that the Product is free from all errors and/or omissions, and in fact it may contain them. Except as specifically set forth above, the Product is provided "as is". WRI makes no representations or warranties, express, statutory, or implied, with respect to the Product or the Software contained in the Product or data accessed thereby, including, without limitation, any implied warranties of merchantability, interoperability, or fitness for a particular purpose, all of which are expressly disclaimed. WRI does not warrant that the functions contained in the Product will meet Your requirements or that the operation of the Product will be**

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uninterrupted or error free.

WRI, and its agents, representatives, and independent contractors, shall not be obligated to provide or liable, under any circumstances, for providing information on or corrections to errors and/or omissions discovered at any time in the Product, whether or not they were aware of the errors and/or omissions. WRI does not recommend the use of the Product for applications in which errors and/or omissions could threaten life, injury, or significant loss. Some states do not allow the exclusion of implied warranties, so this may not apply to You. This warranty gives You specific legal rights, and You may also have other rights that vary from state to state. This Agreement is governed by the laws of the State of Illinois in the United States of America without effect to any choice of law provisions.

#### **Limited Damages**

In no event shall WRI or its agents, representatives, and independent contractors be liable for any lost profits, lost use, lost benefits, or any consequential, indirect, incidental, special, or punitive damages, whether in contract, tort, or otherwise, even if WRI has been advised of the possibility of such damages. WRI's cumulative liability to You or any other party for any loss or damages resulting from any claims, demands, actions, or otherwise arising out of or relating to this Agreement shall not exceed the license fee paid for the Product. Some states do not allow certain limitations of damages, so the above limitations may not apply to You.

#### **United States Federal Government Restricted Rights**

If this Software is acquired by or on behalf of the US federal government, this provision applies. Use, duplication, or disclosure of this Software is subject to restrictions set forth in FAR 52.227-19 and DFAR 227.7200-227.7202-4, as applicable. The Software is "commercial computer software" and is licensed with only "Restricted Rights".

#### **Translations**

Where WRI 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 version of the terms will govern Your relationship with WRI. If there is any contradiction or discrepancy between what the English language version of the terms says and what a translation says, then the English language version shall take precedence.

Mathematica is a registered trademark and Wolfram Language, MathLM, Computable Document Format, webMathematica, FreeCDF, and Wolfram Cloud are trademarks of Wolfram Research, Inc. Wolfram|Alpha is a registered trademark of Wolfram Alpha LLC.

**Important details regarding Your use of Mathematica in accordance with the terms of this Agreement are listed on Your License Certificate.**



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## Exhibit C Faculty Home Use Addendum

This Faculty Home Use Addendum ("Addendum") is hereby incorporated into the Academic Site License Agreement ("Agreement") between Wolfram Research Europe Ltd., a UK Limited Company ("WR"), and Slezska Univerzita v Opave ("Licensee"), entered into on January 01, 2024.

Licensee wishes to allow home use of Products by eligible users, an optional service available to licensees with WR's Site Premier Service package.

### 1. **Definitions.**

- 1.1 "Eligible Faculty Home User" is defined as any person who qualifies as an "Affiliated Individual" as defined in the Agreement in some capacity other than a Student.
- 1.2 "Eligible Faculty Home-Use Computer" is defined as a computer that is: (i) owned by the Eligible Faculty Home User; (ii) normally located in the Eligible Faculty Home User's primary personal residence; (iii) used primarily by the Eligible Faculty Home User; and (iv) used primarily for the use or support of instruction and academic research.

2. **License.** Licensee is hereby granted a non-transferable license to authorize Eligible Faculty Home Users to use Products obtained under the Agreement, on Eligible Faculty Home-Use Computers, subject to the terms and conditions contained in the Agreement, the relevant Product License Agreements and this Addendum.

3. **General.** This Addendum amends any conflicting provisions in the Agreement. All other provisions of the Agreement are unaffected by this Addendum.

WR Initials: \_\_\_\_\_

Licensee Initials: \_\_\_\_\_

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## Exhibit D Student Home Use Addendum

This Student Home Use Addendum ("Addendum") is hereby incorporated into the Academic Site License Agreement ("Agreement") between Wolfram Research Europe Ltd., a UK Limited Company ("WR"), and Slezska Univerzita v Opave ("Licensee"), entered into on January 01, 2024.

This Addendum allows Licensee to provide Student Versions of Products to eligible users. The license fee associated with this Addendum is based on student population at Licensee and is set forth in Exhibit A of the Agreement.

### 1. Definitions.

- 1.1 "Eligible Student Home User" is defined as any student at Licensee who otherwise qualifies as an "Affiliated Individual" as defined in the Agreement.
- 1.2 "Eligible Student Home-Use Computer" is defined as a computer that is: (i) owned by the Eligible Student Home User; (ii) normally located in the Eligible Student Home User's primary personal residence; (iii) used primarily by the Eligible Student Home User; and (iv) used primarily for the use or support of instruction and academic research.

### 2. License.

- 2.1 Licensee is hereby granted a non-transferable license to authorize Eligible Student Home Users to use Products obtained under the Agreement, on Eligible Student Home-Use Computers, subject to the terms and conditions contained in the Agreement, the relevant Product License Agreements and this Addendum. Eligibility for Student Versions is controlled by this Addendum.
- 2.2 Licensee will administer distribution of Products under this Addendum, and will bear sole responsibility for ensuring that the distribution complies with this Addendum and the Agreement.
- 2.3 Students may not transfer or sell the Student Versions or the associated license.

3. General. This Addendum amends any conflicting provisions in the Agreement. All other provisions of the Agreement are unaffected by this Addendum.

WR Initials: \_\_\_\_\_

Licensee Initials: \_\_\_\_\_  
IR

# WOLFRAM

## Exhibit E Notice of Appointment of Representative

This Notice of Appointment of Representative ("Notice of Appointment") is hereby incorporated into the Site License Agreement ("Agreement") between Wolfram Research Europe Ltd., a UK Limited Company ("WR"), and Slezska Univerzita v Opave ("Licensee"), entered into on January 01, 2024.

This Notice of Appointment serves notice that, effective on January 01, 2024, WR will appoint Elkan, spol. s r.o. as a Representative to enhance the efficiency of administration of the Agreement and the management of license fees arising under the Agreement. All provisions of the Agreement remain in force.


### Duties of Representatives

- 1. Collection of License and Other Fees.** Fees due under the Agreement are due to WR. Licensee may use Representative to deliver payment to WR. Any change in fees or payment schedule dates must be approved in writing by WR.
- 2. Provision of Software and Documentation.** Representative shall order all items requested by Licensee from WR and provide Licensee with Products that Licensee is eligible to receive in accordance with the Agreement.
- 3. Provision of User Support.** Licensee shall contact Representative for user support in the same manner specified in the Agreement. Representative shall provide technical support to Licensee in accordance with the Agreement.
- 4. Termination of Appointment.** WR may terminate Representative's appointment at any time if WR decides, at its sole discretion, that Licensee would be better served by some other means. Termination will be effective upon notice of termination to Representative.

**Elkan, spol. s r.o.**

Signature:	Address 1:
_____	<input type="text"/>
Name:	Address 2:
_____	<input type="text"/>
Title:	City, Country:
_____	<input type="text"/>
Date:	Phone:
_____	<input type="text"/>

WR Initials: \_\_\_\_\_

Licensee Initials:  \_\_\_\_\_

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## Site License Information Sheet

Please provide the following information and return a copy of this form with your contract and purchase order.

**1. Site Administrator.** Specify the name of the individual who should be the main contact for your site license program. **If additional contacts are desired**, please send the contact information to [info@wolfram.com](mailto:info@wolfram.com).

First Name:	<input type="text"/>	Last Name:	<input type="text"/>				
Email:	<input type="text"/>	Phone:	<input type="text"/>				
Organization:	<input type="text"/>						
Department:	<input type="text"/>						
Address:	<input type="text"/>						
City:	<input type="text"/>	State/Province:	<input type="text"/>	Country:	<input type="text"/>	Postal Code:	<input type="text"/>

**Alternate Contact Information:** If there is a specific group name or email alias Affiliated Individuals should be referred to instead of the specific named individual above, note that here.

Group or Department Name:

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

Alias Email:

*(e.g. mathematica@yourdomain.edu)*

**2. Departments Covered.** *(please select one)*

- Open Access:** Any departments on campus may use the Products we've licensed through this Agreement.
- Restricted Access:** Only faculty and staff of and students enrolled in courses in the following departments/groups may use the Products we've licensed through this Agreement. *(please list)*

*(e.g. College of Engineering, Mathematics Department)*

**3. Access Authorization.**

Please specify how Products, activation keys and passwords should be provisioned to Affiliated Individuals.

**Option 1**

**SSO-Enabled Authorization**

Products are provisioned and activated through the organization's single sign-on (SSO) authentication system, based on the metadata and parameters provided to WR. Any activation keys, passwords and Product requests from users will be approved or denied automatically by the SSO system.

**Option 2** *(please select one)*

**Authorized Email = Instant Access; Others Denied**

Requests from users with an Authorized Email Domain will be processed automatically. Requests from non-authorized email addresses will not be provisioned access and must re-enter an authorized email address to continue.

**Authorized Email = Instant Access; Others Approved by Site Administrator**

Requests from users with an Authorized Email Domain will be processed automatically. Requests from non-authorized email addresses will be sent to the Site Administrator(s) for approval, and temporary access will be issued until approved.

**Authorized Email = Always Manually Approved by Site Administrator; Others Denied**

Requests from users with an Authorized Email Domain will be sent to the Site Administrator(s) for approval, and will be issued a temporary activation key until approved. Requests from non-authorized email addresses will not be provisioned access and must enter an authorized email address to continue.

**All Emails = Always Manually Approved by Site Administrator**

All requests will be sent to the Site Administrator(s) for approval. Users can submit a request using either an authorized or non-authorized email address, and will be issued a temporary activation key until approved.

**4. Authorized Email Domain(s).**

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**Included Domains:** Email addresses that match the following domain(s) should be pre-approved for Product access. *(enter a comma-separated list below)*

*(e.g. wolfram.com, wolfram.co.uk)*

Email addresses that match the following domain(s) and/or subdomain(s) should be denied Product access. *(enter a comma-separated list below)*

*(e.g. wri.com, govtnlab.wolfram.com, alumni.wolfram.co.uk, campaign.wolfram.com)*

## **5. Communications Liaison.**

The Communications Liaison will work closely with Wolfram or your authorized representative to make the Products' awareness known to relevant groups of Affiliated Individuals. In addition, this person will assist with the distribution of educational resources provided by WR to this group of Affiliated Individuals. Please provide the name and contact information for the person who will work with WR on the Awareness Terms in Section 4. *(if different than the Site Administrator)*

First Name:	<input type="text"/>	Last Name:	<input type="text"/>				
Email:	<input type="text"/>	Phone:	<input type="text"/>				
Organization:	<input type="text"/>						
Department:	<input type="text"/>						
Address:	<input type="text"/>						
City:	<input type="text"/>	State/Province:	<input type="text"/>	Country:	<input type="text"/>	Postal Code:	<input type="text"/>

Within two weeks of the start and subsequent renewals of your Academic Site License Agreement, WR or your authorized representative will set up a meeting with the Communications Liaison. This meeting will focus on plans for communicating the Products' availability and associated resources to relevant Affiliated Individuals. Below are some examples of the topics that will be included in this communications plan.

### **Distribution:**

How Products are made available to Affiliated Individuals, including installing in campus labs and on school-owned laptops issued to faculty/staff and students, and directing individuals to [www.wolfram.com/siteinfo](http://www.wolfram.com/siteinfo).

### **Webpages:**

Setting up a webpage that provides an overview of the Products' availability and associated resources that is discoverable by Affiliated Individuals. WR can provide content and work with you to ensure it stays valuable and up to date. Links to this page may include library teaching and research support pages, department resource pages and research institute resource pages.

### **Email Communications:**

Creating an email schedule to promote awareness of the Products and educational resources available through the site license. WR can provide sample email text to use for any internal email campaigns. *(e.g. communicate Product availability in early January and early August, distribute training resources for new users in mid-January and mid-August, invite graduating students to join the Early Professionals Program in late April)*

### **Educational Resources:**

Communicating up-to-date information through online and in-person technical talks, courses and training sessions provided by WR for Affiliated Individuals. *(e.g. campus calendar of events, campus newsletters and e-blast communications, social media, posters and flyers, direct email to relevant groups on campus)*

## **6. Named Advanced Technical Support Contacts.**

Please send a list of Named Advanced Technical Support Contacts to [info@wolfram.com](mailto:info@wolfram.com). These individuals will be eligible for Advanced Technical Support for Products as specified in Section 1.1. See Exhibit A of your Agreement for the quantity allowed. *(include first name, last name, email address, phone, title, department and address information)*

Signature:



Email:

