

SAP® University Alliances Academic Educational Material Utilization Contract for Teaching Purposes

University Alliances Program Associate Membership

Between SAP SE
Dietmar-Hopp-Allee 16
69190 Walldorf
Germany

(herein: SAP)

And VSB - Technical University of Ostrava
17. listopadu 2172/15
708 00, Ostrava-Poruba
Czech Republic

(herein: Educational Institution)

SAP grants to Educational Institution the right to use SAP University Alliances Academic Educational Material (herein: SAP UA Academic Education Material) for teaching purposes only. SAP will provide access to the required SAP UA Academic Education Material that Educational Institution, as an Associate Member of University Alliances, may use in compliance with the restrictions agreed between SAP and Educational Institution in this contract.

This contract completely replaces all previous UA Academic Education Material utilization contracts that the parties have entered into together and such previous UA Academic Education Material Utilization contracts are of no effect.

Now therefore the parties agree as follows:

Article 1 Object of contract

- (1) The object of this contract is the right of Educational Institution, as an Associate Member of University Alliances, to use SAP UA Academic Education Material subject to the provisions of this contract.
- (2) SAP will make UA Academic Education Material available for Educational Institution's use through specified distribution channels.
- (3) This contract does not include any other goods, works, or services (for example UA Academic Education Material modifications, software licenses, installation, testing, or consulting), but their supply and provision may be agreed in a separate contract subject to SAP's general terms and conditions and list of prices and conditions.
- (4) The Educational Institution shall appoint, in writing, a dedicated contact person plus a deputy contact for the collaboration with SAP (name, title, role, postal address, e-mail address).

Article 2 Terms of Educational Institution's utilization of SAP UA Academic Education Material

- (1) Educational Institution's permitted use of SAP UA Academic Education Material is restricted to the purposes of teaching of and learning by students of Educational Institution, and internal training for teaching staff. Educational Institution must ensure that only sufficiently qualified teaching staff teach classes relating to SAP UA Academic Education Material.
- (2) No use of SAP UA Academic Education Material is permitted for any commercial purpose, including but not limited to use on or to prepare for any consulting project, any development project, any project to train third parties, or any operational application.
- (3) For the permitted purposes, Educational Institution is entitled to access to the SAP UA Academic Education Material for an unlimited number of users. Teaching staff are entitled to access SAP UA Academic Education Material from work centers outside of Educational Institution to prepare for their classes. Students are not entitled to access SAP UA Academic Education Material from work centers outside of Educational Institution except during a class using SAP UA Academic Education Material or for the purpose of creating academic works. Educational Institution must take its customary care to ensure that students access SAP UA Academic Education Material from work centers outside of Educational Institution only for the purposes permitted in this contract.
- (4) Educational Institution must not permit any third party to use the SAP UA Academic Education Material for any purpose whatsoever. Cooperative use by educational institutions in the SAP UA program is a permitted exception, provided each of the cooperating educational institutions has a license for the UA Academic Education Material used.
- (5) Teaching staff at educational institutions that are not members of the SAP UA program are excluded from use of the SAP UA Academic Education Material. Exceptions require SAP UA's written consent. Application should be made to SAP UA in written form.

Article 3 Title and rights

- (1) This contract does not assign to Educational Institution any copyright or other title to the SAP UA Academic Education Material by way of patent, trade secret, or otherwise.
- (2) Educational Institution, as an Associate Member of University Alliances, is permitted to use the SAP University Alliances Associate Member logo (herein, "UA Associate Member Logo") for the purposes of publications, presentations, own variants of the SAP UA Academic Education Material, web appearances and correspondence. Educational Institution's right to use the UA Associate Member Logo is automatically terminated if this contract is terminated under article 10 (2, 3). In addition, SAP has discretion to revoke the right of Educational Institution to use the UA Associate Member Logo at any time, by sending a written notice of revocation to Educational Institution. In the event that

Educational Institution's right to use the UA Associate Member Logo is revoked, either by contract termination or by written notice being sent, Educational Institution shall apply logo changes or remove the logo from any location where it is being used, within 30 days of the date of the notice of termination or notice of revocation. Educational Institution is not permitted to use or display any other logos of SAP, unless SAP gives its express permission in writing, in advance of any such use or display.

- (3) SAP is permitted to use the Educational Institution's name and logo for purposes of the SAP University Alliances Program only, e.g. in the UA Program member list. Any other use requires Educational Institution's written approval in advance. SAP's right to use the Educational Institution's logo is automatically terminated if this contract is terminated under article 10 (2, 3).

Article 4 Terms of Educational Institution's material utilization; Educational Institution's duties

- (1) Educational Institution will use the SAP UA Academic Education Material only for the purposes in article 2 (1). Classes may be officially listed in the curriculum with a tax-neutral reference to the relevant SAP UA Academic Education Material.
- (2) Educational Institution will record the use of the SAP UA Academic Education Material in conjunction with the corresponding lecture via the technical infrastructure provided by SAP latest at the end of the semester or lecture series where the SAP UA Academic Education Material has been utilized, as long as this doesn't harm the privacy of the users and / or copyrights of the users and / or Educational Institutions.
- (3) Educational Institution undertakes to use only the newest SAP UA Academic Education Material version offered via the various, outlined distribution channels.
- (4) In the context of its teaching work, Educational Institution may refer to SAP and SAP products. Educational Institution must not remove, alter, or otherwise render unrecognizable any SAP trademark, notably the SAP logo, from or on SAP material or UA Academic Education Material. The SAP trademark license agreement current at the time of contract must be observed.
- (5) Educational Institution must at all times have enough nominated qualified contacts who have adequate knowledge to ensure that the educational prerequisites are in place at the Educational Institution for the SAP UA Academic Education Material to be used to proper effect (for example, teaching programs and materials created, student learning supported, service tickets accepted and processed).
- (6) Educational Institution must ensure that all students and teaching staff using the SAP UA Academic Education Material are notified of the provisions of this contract as necessary.

- (7) Educational Institution undertakes to participate in regular surveys conducted by SAP. The purpose of the surveys is the collection of statistics regarding utilization of SAP UA Academic Education Material and shall help to improve the quality of the material and of the supporting processes. In case Educational Institution is not participating in these surveys more than 3 (three) times in a row, SAP shall have the right to terminate the contract according to article 10 (3).

Article 5 Training courses

- (1) SAP, at its own discretion, may provide suitable training material, in a form of SAP's choosing (e.g. recorded tutorials, documents or other) for Educational Institution's permanent employees on the SAP UA Academic Education Material covered in this contract.

Article 6 Remuneration

- (1) Provided Educational Institution complies with its duties in article 4, no remuneration is payable to SAP in consideration of the SAP UA Academic Education Material utilization.

Article 7 Agreement with SAP UCC – NOT APPLICABLE

Article 8 Hardware; Software; Database management system – NOT APPLICABLE

Article 9 Reviews

- (1) SAP UA and Educational Institution may conduct reviews together to improve cooperation. The purpose of the reviews is to assess together the progress of cooperation between Educational Institution and SAP. To this end Educational Institution will prepare a curriculum overview with the following information: user organizations (departments, schools, and so on, of Educational Institution); teaching staff; classes (title, topics, number of teaching units per semester); number of participants in the class. Educational Institution and SAP UA will use the review to determine how their work together should proceed. Educational Institution undertakes to participate in such a review at SAP's request with not less than two months' advance notification.
- (2) SAP may request from Educational Institution a curriculum overview as described in article 9 (1). Educational Institution must then provide it to SAP in writing within two months.

Article 10 Delivery date, term, and termination

- (1) Educational Institution should agree the delivery date with the appropriate SAP UA representative separately.
- (2) This contract comes into force when signed and extends for an initial term of 12 months. Thereafter it extends from year to year unless terminated by either of the parties' giving six months' written notice to the other.

- (3) In addition to the rights of termination set forth in article 10 (2), this contract may be terminated immediately by either party for cause upon the event that the other party commits a breach of any of its material obligations under this contract and fails to cure such breach within thirty (30) calendar days after written notice thereof from the non-breaching party, or commits a material breach which is incapable of cure.
- (4) From the time termination notice takes effect, Educational Institution is not entitled to offer classes or other services relating to the SAP UA Academic Education Material for the next semester. Educational Institution is entitled to continue to their conclusion on the terms of this license classes running at the time of termination notice and examinations relating to them.
- (5) Termination notice must be in written form.
- (6) At the end of the contract validity, Educational Institution must return all delivered goods and copies of SAP UA Academic Education Material received from SAP.

Article 11 Warranty

- (1) SAP will not provide any warranty service.

Article 12 Maintenance

- (1) Contrary provisions in the GTC, section 10, notwithstanding, SAP will not provide any maintenance service under this contract.
- (2) This contract does not give Educational Institution any right to updates of the SAP UA Academic Education Material to be created and published by SAP UA. Educational Institution is free to request such an update, and SAP has the discretion to approve or deny such requests. Where SAP agrees or otherwise chooses to develop an update to SAP UA Academic Education Material, SAP will be the sole developer of said update and will be the sole and exclusive owner of all updated material and all interim drafts, final versions and other work product developed as part of the update process.

Article 13 Liability

- (1) The Educational Institution has the sole responsibility for material modifications and variants created by the Educational Institution in courses, and SAP herewith excludes any liability and warranty in connection with the Educational Institution's modifications and variants of the UA Academic Education Material. Educational Institution shall communicate problems to SAP precisely and comprehensibly.
- (2) Other than that, SAP nor the university is liable except in cases of intent or gross negligence. This does not affect liability in product liability law.

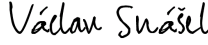
Article 14 Terms and conditions

- (1) In the event of any conflict between the English and other language versions, the English version shall prevail.

Educational Institution

(Place)

(Date)

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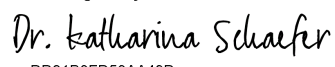
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(Signature)

Signee Name:

Signee Title:

SAP SE

Walldorf, _____
(Place, date)

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