

No. of Contract: S970/23-9600-02

Amendment No. 1 to the 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 on the date below this Amendment No. 1 to the Agreement for the provision of Technical Support for the Software which has been concluded between the Contracting Parties on June 21st 2023
(hereinafter referred to as the “**Amendment**” and the “**Agreement**” respectively)

1. INTRODUCTORY PROVISIONS

- 1.1 The Contracting Parties declare that they meet all conditions and requirements stipulated in this Amendment and are entitled to conclude it as well as duly fulfil the obligations laid down herein.
- 1.2 This Amendment is concluded in order to fulfil the project "e-Infrastructure CZ", identification code: LM2023054, whose support provider is the Ministry of Education, Youth and Sports of the Czech Republic.

2. SUBJECT MATTER OF THE AMENDMENT

- 2.1 The Supplier undertakes to supply the Customer with
 - FOR-SC-64-M12 : Linaro Forge Supercomputing licence: 64 processes, 1 year support and maintenance; Architectures: x86_64; New expiry date: 2025-06-30;
 - PERF-SC-64-M12 : Linaro Performance Reports: 64 processes, 1 year support and maintenance; Architectures: x86_64; New expiry date: 2025-06-30;

(hereinafter referred to as "Support").

The Supplier undertakes to prolong supplied support with 1 year Support and maintenance to the benefit of the Customer. Duration of the Support was agreed by the contracting parties until 30th June 2025. The Customer undertakes to pay the price in the amount and under the terms and conditions agreed in this Amendment 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 Amendment.

3. PRICE AND PAYMENT TERMS AND CONDITIONS

- 3.1 The Contracting Parties mutually agree on the total and final price in the amount EUR 10,420 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-Infrastructure CZ", identification code: LM2023054, identification of this Amendment, identification of an internal purchase order (which number shall be delivered to the Supplier no longer than 10 working days after this Amendment becomes in force) 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 Amendment.

4. FINAL PROVISIONS

- 4.1 The Contracting Parties declare that with this Amendment they have modified all the provisions of the Agreement that they wanted to modify. The provisions of the Agreement, which are not changed by this Amendment, remain valid and effective.
- 4.2 This Amendment shall be signed by electronic signature of the Contracting Parties' representatives, each of the Contracting Parties will receive a copy of the Amendment after the signature.

Signature

Signature

.....
VSB – Technical University of Ostrava

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



.....
LINARO LIMITED

Robert A. Booth
Chief Operating Officer