



**SAP® Software License Agreement for Academic Research and Teaching
Purposes
Working with an SAP University Competence Center (UCC)
University Alliances Program - Teaching Membership**

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

(herein: SAP)

And VSB-TU Ostrava (Vysoká škola báňská – Technická
univerzita Ostrava)
17. listopadu 2172/15
70800, Ostrava-Poruba
Czech Republic

(herein: Educational Institution)

SAP grants to Educational Institution the right to use SAP Software Products (herein: SAP Software) for academic research and teaching purposes (as defined below). SAP will provide the required SAP Software to the SAP UCC nominated by SAP to run it subject to the restrictions agreed between SAP and Educational Institution.

This Agreement completely replaces all previous University Alliances Program Full Membership agreements that the parties have entered into together and such previous software license contracts are of no effect.

Now therefore the parties agree as follows:

Article 1 Object of Agreement

- (1) The object of this Agreement is a license to use SAP Software subject to the provisions of this Agreement, the list of prices and conditions valid from time to time, and SAP's general terms and conditions valid from time to time (General Terms and Conditions of SAP, herein: GTC (<http://www.sap.com/company/legal/index.epx>)).
- (2) SAP will make certain SAP Software and corresponding user documentation available for Educational Institution's use through the SAP UCC. Depending on geographical location, hosted SAP product or category of Educational institution, the contracting party of the Educational Institution can be an ACC (Academic Competence Center) instead. In this case, services will be provided entirely by the ACC or partly by the contracting ACC and a dedicated UCC.
- (3) This Agreement does not include any other goods, works, or services (for example software modifications, installation, testing, or consulting), but their supply and provision may be agreed in a separate contract subject to SAP's general terms and conditions.



Article 2 Terms of Educational Institution's license

Contrary provisions in SAP's GTC, section 2, notwithstanding, the following additional provisions apply to the license:

- (1) SAP grants to Educational Institution a limited license, without the rights to sublicense, during the term of the Agreement to use SAP Software solely for academic research and teaching purposes. "Academic research and teaching purposes" are defined as
 - (i) activities in the furtherance of Educational Institution's own research or creation and publication of academic publications subject to further limitations of article 2 (2) or
 - (ii) non-productive use in a classroom setting to further education, and specifically exclude any use for commercial purposes.
 - (iii) internal training for teaching staff, research, and the preparation of dissertations, theses, and other papers required of candidates for qualifications.

Educational Institution is not permitted to modify, enhance or alter the SAP Software or to create add-ons or extensions. The required system configuration to enable this permitted use by the Educational Institution is realized and provided by the UCC.
- (2) Academic publications, notably results of performance tests and other benchmarking procedures, requires SAP's written consent. SAP recognizes Educational Institution's duty in principle to publish information on the nature, subject, and results of research conducted at Educational Institution. Publication relating to and during a dissertation or thesis project requires SAP's prior agreement. SAP must not refuse consent for academic publication except for just cause. SAP is deemed to consent to academic publication of a manuscript submitted to it if it does not refuse consent within four weeks of receipt of the complete documents. Where work on a doctoral or professorial dissertation or thesis is affected by work on the project, SAP must have proper regard to the legal duties and rightful interests of the doctoral or professorial candidate. However, SAP is always entitled to refuse its consent to any publication that would make SAP's trade secrets, notably the source code of SAP Software, accessible to others.
- (3) Educational Institution must ensure that only sufficiently qualified teaching staff teach classes relating to SAP Software.
- (4) The use of SAP Software in professional training requires specific agreement in writing, which SAP reserves the right to refuse.
- (5) No use of SAP Software 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.



- (6) For the permitted purposes, Educational Institution is entitled to access to the SAP UCC installation(s) for an unlimited number of users. Teaching staff are entitled to access SAP Software from work centers outside of Educational Institution to prepare for their classes. Students are not entitled to access SAP Software from work centers outside of Educational Institution except during a class using SAP Software or for the purpose of creating academic works. Educational Institution must take its customary care to ensure that students access SAP Software from work centers outside of Educational Institution only for the purposes permitted in this Agreement. To this end, students must be bound to an undertaking to comply with these license provisions.
- (7) Educational Institution must not permit any third party to use the SAP Software 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 software used.
- (8) Teaching staff at educational institutions that are not members of the SAP UA program in accordance with article 4 (4) to (6) herein are excluded from use of the SAP Software. Exceptions require SAP UA's written consent. Application should be made to SAP UA in written form.

Article 3 Title and rights

- (1) This Agreement does not assign to Educational Institution any copyright or other title to the SAP Software by way of patent, trade secret, or otherwise.
- (2) Educational Institution, as a member of University Alliances program, is permitted to use the SAP University Alliances logo (herein, "UA Member Logo") for the purposes of publications, presentations, own variants of the SAP UA Academic Education Material, web appearances, correspondence. Educational institution is permitted to use the UA Member Logo for self-produced certifications after written approval by SAP UA. Educational Institution's right to use the UA logo is automatically terminated if this Agreement is terminated under article 10 (2, 3). In addition, SAP has discretion to revoke the right of Educational Institution to use the UA 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 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 90 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 Agreement is terminated under article 10 (2, 3).



Article 4 Terms of Educational Institution's license; Educational Institution's duties

- (1) Educational Institution will use the SAP Software only for the purposes in article 2 (1). Classes may be officially listed in the curriculum with a reference to the relevant SAP Software.
- (2) Educational Institution undertakes to use only the newest SAP Software version run by SAP UCC from time to time.
- (3) 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 software. The SAP trademark license agreement current at the time of Agreement must be observed.
- (4) Educational Institution must at all times have enough nominated qualified contacts who have adequate technical knowledge to ensure that the prerequisites are in place at the Educational Institution for the SAP Software to be used to proper effect (for example, SAP GUIs installed, user authorizations managed, connection set up to SAP UCC).
- (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 Software to be used to proper effect (for example, teaching programs and materials created, student learning supported, service tickets accepted and processed).
- (6) Only those teaching staff is entitled to use the SAP Software in the context of classes who have previously been approved by the responsible Educational Institution's head of department or SAP main contact at the respective Educational Institution. All teaching staff needs to be suitably qualified to teach the planned class.
- (7) Educational Institution undertakes to promptly notify SAP if a nominated member of the teaching staff leaves Educational Institution or ceases to teach classes using SAP Software.
- (8) Educational Institution shall not provide any personal data to the UCC that are beyond personal data required to fulfill the relevant contractual obligations.
- (9) To run the SAP Software properly, it is necessary to set up a remote connection of satisfactory quality between the SAP UCC and Educational Institution. The required connection must be agreed with the SAP UCC in advance.
- (10) Educational Institution must ensure that all students and teaching staff using the SAP Software are notified of the provisions of this Agreement as necessary.
- (11) Educational Institution ensures that Educational Institution's staff contributions to SAP University Alliances driven curricula are licensed to SAP UA for usage in the UA program.



Article 5 Training courses

- (1) Educational Institution's permanent staff that teaches the classes that utilize SAP software is entitled to attend SAP training courses offered by SAP in cooperation with the SAP UCCs (Train-the-Trainer workshops). Attendance on the first day of training is obligatory for all teaching staff offering classes using the SAP Software or assisting in their delivery.

Article 6 Remuneration

- (1) Provided Educational Institution complies with its licensee duties in article 4, no remuneration is payable to SAP in consideration of the SAP Software license or of the use of the installations of the SAP UCC.

Article 7 Agreement with SAP UCC

- (1) Educational Institution and the respective SAP UCC should agree all details in respect of technical requirements for access to the SAP installations at the SAP UCC, organizational procedures, software maintenance, support, consulting, and remuneration for the services of the SAP UCC.
- (2) SAP does not accept any responsibility for the duties of or services provided by the SAP UCC.

Article 8 Hardware; System software; Database management system

- (1) Educational Institution must ensure that it has sufficiently powerful hardware and the appropriate software installed locally to access the SAP Software.
- (2) Use of the database management system is restricted in accordance with this Agreement and with the terms required by the database management system supplier. Any other use requires a separate license from the database management system supplier.

Article 9 Reviews & Feedback

- (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.



- (3) If it is consistent with the statutes of Educational Institution to do so, SAP and Educational Institution will, at SAP's request, together conduct an assessment of the SAP Software deployed.
- (4) During the course of this Agreement, Educational Institution may provide or SAP may solicit Educational Institution's input regarding SAP's Software, products, services, business and/or technology plans provided to Educational Institution under this Agreement or otherwise relating to this Agreement (hereinafter, "Feedback"). This Feedback includes, without limitation:
 - a. comments or suggestions by Educational Institution regarding the possible creation, modification, correction, improvement or enhancement of SAP Software, products and/or services provided to Educational Institution under this Agreement, and/or
 - b. input as to how Educational Institution uses SAP's offerings under the University Alliances program, the value gained by Educational Institution from its University Alliances membership, and suggestions by Educational Institution for improving the program.

All Feedback is provided at the sole discretion of Educational Institution, except where another provision of this Agreement explicitly permits SAP to conduct surveys, reviews, or other discussions, in which case Educational Institution's responses under that provision will also be considered part of Feedback.

In order for SAP to utilize such Feedback, Educational Institution grants to SAP a non-exclusive, perpetual, irrevocable, worldwide, royalty-free license, with the right to sublicense to SAP's licensees and customers, under all relevant Educational Institution intellectual property rights, to use, publish, and disclose such Feedback and to display, perform, copy, make, have made, use, sell, and otherwise dispose of SAP's and its sublicensee's products or services embodying Feedback in any manner and via any media SAP chooses, without reference to the source. SAP shall be entitled to use Feedback for any purpose without restriction or remuneration of any kind with respect to Educational Institution and/or its representatives. Except for the license granted above to use Feedback provided by Educational Institution, SAP acquires no title or interest in any pre-existing or independently developed data, information, or intellectual property of Educational Institution under this Agreement. Educational Institution acknowledges that the information related to SAP's Software, products, services, business and/or technology plans disclosed to Educational Institution under this Agreement is only intended as possible strategies, developments, and functionalities of the SAP products or services and is not intended to be binding upon SAP to any particular course of business, product strategy, and/or development.

Article 10 Delivery date, term, and termination

- (1) Educational Institution should agree the delivery date with the appropriate SAP UCC separately.



- (2) This Agreement 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. From the time termination notice takes effect, Educational Institution is not entitled to offer classes or other services relating to the SAP Software 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.
- (3) Termination notice must be in written form.
- (4) This Agreement ends automatically when the cooperation agreement ends between SAP and the SAP UCC running the SAP Software.
- (5) This Agreement ends automatically when the cooperation agreement ends between Educational Institution and the SAP UCC running the SAP Software.
- (6) At the end of the license, Educational Institution must return all delivered goods and copies and erase all stored programs.

Article 11 Warranty

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

Article 12 Maintenance

- (1) SAP will not provide any maintenance service under this Agreement. Educational Institution will receive maintenance services via the SAP UCC. The cooperation agreement between Educational Institution and the SAP UCC sets out the terms and detail.

Article 13 Liability

- (1) Neither SAP nor the Educational Institution is liable except in cases of intent or gross negligence. This does not affect liability in product liability law.

Article 14 Regulatory Matters

- (1) With respect to any SAP Software provided to a UCC for access and use by Educational Institution subject to the terms of this Agreement, Educational Institution acknowledges that SAP may be obliged under German, US and other export laws, trade sanctions and embargoes applicable to SAP to limit, suspend or terminate Educational Institution's access to the SAP Software through the UCC.
- (2) Educational Institution acknowledges and agrees that Educational Institution is responsible to ensure compliance with applicable embargoes, trade sanctions and restrictions, including without limitation those imposed by the UN, the EU and the US, and that Educational Institution is obliged (i) to deny and prevent access to SAP Software from any location prohibited by such embargoes, trade sanctions and restrictions; and to (ii) continuously check any users to which it grants access to SAP Software against applicable sanctioned party lists, including without limitation



European Union Sanctions List, US Specially Designated National (SDN) lists, US Denied Persons List, United Nations Security Council Sanctions; and (ii) that Educational Institution must not grant access to any user listed on those lists.

Article 15 Ineffectiveness

- (1) Should any provision of this Agreement be or become wholly or partly invalid, ineffective or unenforceable, the validity, effectiveness and enforceability of the remaining provisions shall not be affected thereby. Any such invalid, ineffective or unenforceable provision shall, to the extent permitted by law, be deemed to have been replaced by such valid, effective and enforceable provision as comes as close as possible to the economic intent and purpose of such invalid, ineffective or unenforceable provision. The aforesaid shall also apply to any gap in this Agreement.

Article 16 Governing Law

- (1) This Agreement shall be governed exclusively by and construed in accordance with the laws of Germany. Exclusive venue shall be Karlsruhe, Germany.

Article 17 Written Form

- (1) Any amendments or supplementations to this Agreement, including this provision, shall be valid only if made in writing, except where a more stringent form (e.g. notarization) is required under applicable law. There are no parole collateral Agreements.

Article 18 Terms and conditions

- (1) In all other respects, the provisions in the GTC apply.
- (2) In the event of any discrepancy between English and a translated version, the English version shall prevail.




IN WITNESS WHEREOF and intending to be legally bound, the Parties have caused this Agreement to be signed by their authorized representatives as of the date shown below.

Educational Institution

Ostrava

(Place)
September 16, 2024

(Date)


Signed by:

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(Signature)
Signee Name: Václav Snášel
Signee Title: Prof.

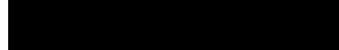
SAP SE

Walldorf, September 17, 2024

(Place, date)

Signed by:

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i. V. Dr. Katharina Schaefer
Global Head of University Alliances
SAP University Alliances
SAP People & Culture
SAP SE

DocuSigned by:

EA1D2E9909ED44E...

i. V. Dr. Michael Nuernberg
Head of University Alliances Partner Success
SAP University Alliances
SAP People & Culture
SAP SE