



AMENDMENT NO. 5 TO THE CONTRACT FOR BUILDING OF A SUPERCOMPUTER – LARGE CLUSTER II

Contracting parties:

Vysoká škola báňská – Technická univerzita Ostrava (VSB – Technical University of Ostrava)
having its registered office at: 17. listopadu 2172/15, 708 00 Ostrava – Poruba, Czech Republic
represented by: Prof. Ing. Igor Ivan, Ph.D., Rector
corporate ID: 61989100, tax ID: CZ61989100
Bank: ČSOB, a.s., bank account no.: 100954151/0300

(hereinafter “**VSB-TUO**”)

The European High-Performance Computing Joint Undertaking
having its registered office at: 12, Rue Guillaume J. Croll, L-1882 Luxembourg
represented by: Anders Dam Jensen, Executive Director

(hereinafter “**EuroHPC JU**”,
VSB-TUO, and EuroHPC JU hereinafter jointly as the “**Client**”)

and

HEWLETT-PACKARD s.r.o.

having the registered office at: Za Brumlovkou 1559/5, 140 00 Praha 4 – Michle, Czech Republic
represented by: Radka Mrzenová, Statutory Representative
recorded in the Register of Companies held by Municipal Court in Prague,
File C, Insert 1974

Corporate ID: 17048851, Tax ID: CZ17048851

Bank: Československá obchodní banka, a.s., bank account no.: Bank account 722513/0300 (CZK), Bank account 86641280/0300, IBAN CZ21 0300 1712 8018 0086 6413 (EUR)

(hereinafter the “**Supplier**”)

concluded this Amendment No. 5 to the Contract for Building of a Supercomputer – Large Cluster II from 2nd October 2020 (hereinafter the “**Amendment**” and “**Contract**”, respectively), as follows:

1. INTRODUCTORY PROVISIONS

- 1.1 The contracting parties agree that this Amendment imposes obligations only on VSB-TUO and the Supplier. For avoidance of doubt, EuroHPC JU is included as a contracting party solely in light of its co-ownership of the supercomputer – Large Cluster II. Accordingly, EuroHPC JU does not assume any financial, operational, or liability obligations under this Amendment and shall not be responsible for any payments, performance, warranties, service levels, or damages arising from or in connection with it.
- 1.2 Due to the fact that on 1st April 2026 the provision of the Supplier's warranty service to the supercomputer – Large Cluster II owned by the Client will be terminated, the contracting parties have agreed to conclude this Amendment, which replaces the warranty service with post-warranty service between the contracting parties, at the price agreed in this Amendment.



- 1.3 The contracting parties have agreed to amend the Contract in the sense of agreeing to provide post-warranty service and maintenance to the subject of the Contract. For the purposes of simplifying the amendment of the Contract for the purposes of fulfilling the Amendment, therefore, "warranty provisioning" or "warranty" used in the Contract means "post-warranty service", to the extent according to this Amendment. All performance that will be provided to the Client by the Supplier from the effective date of this Amendment will no longer be provided in the form of a warranty, as follows from the Contract, but in the form of post-warranty service.
- 1.4 The contracting parties conclude this Amendment in accordance with the provisions of Section 222, paragraph 4 of Act No. 134/2016 Coll., on the award of public contracts, as amended, i.e. under the regime of so-called insubstantial changes. Such a modification of the obligation arising from a public contract shall not be considered substantial where it does not alter the overall nature of the public contract and its value is lower than the financial limit for an above-threshold public contract and, at the same time, lower than 10% of the original value of the obligation under the Contract.

2. CONTRACT CHANGES, POST-WARRANTY SERVICE

- 2.1 The Supplier shall provide post-warranty service for the Work and all its parts in order to maintain its functional properties and suitability for use for the purposes specified in the Contract and this Amendment.
- 2.2 As part of the post-warranty service, the Supplier guarantees that all parts of the Work will retain their functional and performance properties and will continue to be suitable for use for the purposes specified in the Contract and this Amendment for the duration of the post-warranty service. The Supplier shall begin to provide the Client with post-warranty service from 2nd April 2026 and shall terminate the provision of post-warranty service on 31st July 2026.
- 2.3 The scope, definition and binding conditions of the provision of post-warranty service for the term according to the previous paragraph of the Amendment are identical to the scope, definition and conditions specified in the Contract and are not changed by this Amendment. Therefore, in the event of defects in the subject matter of the Contract, the contracting parties will continue to proceed primarily in accordance with Article 11 of the Contract and Annex No. 6 of the Contract. This Amendment also does not change Article 17 of the Contract (contractual sanctions in the event of delay in removing the defect).

3. PRICE AND PAYMENT TERMS

- 3.1 The total price of the performance under this Amendment was set at CZK 4 887 138 excluding VAT, VAT at 21% CZK 1 026 298,98 the total price of the Performance including VAT is therefore CZK 5 913 436,98.
- 3.2 The total price of the performance under this Amendment is set as final and non-exceedable, which may only be changed as a result of a change in the legal regulations determining the amount of value added tax, to the extent given by this change in the legal regulations.
- 3.3 The total price of the performance under this Amendment includes all costs associated with the performance under this Amendment.
- 3.4 After the conclusion of the Amendment, the Supplier shall be entitled to invoice the price of post-warranty service for the period according to the Section 2.2 of the Amendment, in the following manner: The Supplier is entitled to issue an invoice for the amount specified in

paragraph 3.1 of the Amendment, as of the date of commencement of the provision of the post-warranty service within the meaning of this Amendment. The Supplier is obliged to deliver the invoice to the VSB-TUO to the email address invoices@it4i.cz. The maturity of the invoice issued by the Supplier is 30 days from the date of issue of the invoice by the Supplier.

- 3.5 VSB-TUO undertakes to pay the price by bank transfer on the basis of an invoice issued by the Supplier, which will contain the essentials of a tax document within the meaning of the VAT Act and Act No. 563/1991 Coll., on Accounting, as amended, and will also contain the project name – e-Infrastruktura CZ and the project number – LM2023054, financed by the Ministry of Education, Youth and Sports. The invoice must include the VSB-TUO's internal order number, which will be communicated to the Supplier no later than 10 days after the effective date of the Amendment.

4. COMMON AND FINAL PROVISIONS

- 4.1 The contracting parties hereby state that all remaining provisions of the Contract, including all other annexes and subsequent amendments, except for Article 11 of the Contract – Price and Payment Terms, shall remain in force without change and shall apply accordingly to the subject of performance under this Amendment.
- 4.2 In the event that this Amendment has changed only part of a specific provision of the Contract or a specific provision of an annex to the Contract, the remaining part of the provision in question shall not be changed and shall be preserved in the original scope and wording of the Contract.
- 4.3 In the event that this Amendment also changes provisions that, by their nature, do not need to be changed and are obsolete for the further duration of the Contract and the performance under the Contract, the contracting parties shall disregard such change to the Contract to the extent of the obsolescence of the provision.
- 4.4 This Amendment is prepared as an electronic original and, after it has been signed by the authorized representatives of the contracting parties, each contracting party shall receive a copy of it.
- 4.5 This Amendment becomes valid on the date of signature by the last contracting party and shall enter into force on the date of publication of the Amendment in the register of contracts in accordance with the relevant provisions of Act No. 340/2015 Coll., on special conditions for the effectiveness of certain contracts, publication of such contracts and on the register of contracts (the Act on the Register of Contracts), as amended. For the purposes of this, the contracting parties have agreed that VSB-TUO shall ensure the publication of this Amendment in the register of contracts. For this purpose, the contracting parties further declare that the Amendment does not contain a trade secret within the meaning of the provisions of Section 504 of the Civil Code.
- 4.6 The contracting parties declare that they have read this Amendment, that they agree with its content and as proof thereof, they affix their signatures to it.

The contracting parties declare that they have read the Amendment, agree with its content, and in witness thereof they add their signatures.

Client

Supplier

Signed on

Signed on

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VSB – Technical University of Ostrava
Prof. Ing. Igor Ivan, Ph.D., Rector
Signed on

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HEWLETT-PACKARD s.r.o.
Radka Mrzenová, Statutory Representative

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**European High-Performance Computing Joint
Undertaking**
Anders Dam Jensen, Executive Director