Příloha č. 2

Harmonogram plnění

Č.	Milník	Termín
1.	Nabytí platnosti a účinnosti Smlouvy	T
2.	Dodání Návrhu Detailního projektového plánu	T+2 týdny
3.	Projednání a akceptace Detailního projektového plánu	T+1 měsíc
4.	Dodání Návrhu Detailní technické specifikace	T+1 a půl měsíce
5.	Projednání a akceptace Detailní technické specifikace	T+2 a půl měsíce
6.	Dodání Návrhu Specifikace akceptačních testů	T+3 měsíce
7.	Projednání a akceptace Specifikace akceptačních testů	T+4 měsíce
8.	Fyzická dodávka Systému	*nejpozději T+6 měsíců, čas plnění je určen ve prospěch Dodavatele*
9.	Dokončení Implementace Systému	T+5 a půl měsíců
10.	Dodání Dokumentace Systému	T+5 a půl měsíců
11.	Úspěšné provedení Akceptačních testů	T+6 měsíců
12.	Provedení Školení	T+6 měsíců
13.	Komplexní dodávka Systému	T+6 měsíců

Fyzickou dodávkou Systému (milník č. 8) se rozumí dodání všech zařízení na místo instalace a předvedení a ověření faktického stavu dodání. Milník Fyzická dodávka Systému může být naplněn až po milníku Projednání a akceptace Detailní technické specifikace.

Dokončením implementace Systému (milník č. 9) se rozumí stav, kdy Dodavatel považuje Velký cluster za kompletní, s veškerou požadovanou funkčností a s deklarovanými parametry a oznámí tuto skutečnost zadavateli. Po milníku Dokončení Implementace Systému Dodavatel nesmí provádět žádné implementační práce či úpravy Systému s výjimkou prací a úprav schválených Objednatelem.

Provádění akceptačních testů je možno zahájit až po splnění milníku č. 9 Dokončení implementace Systému. Nesplněním akceptačních testů se má za to, že nebyla dokončena implementace Systému a pokračuje implementace Systému.

Komplexní dodávkou Systému (milník č. 13) se rozumí provedení Díla ve smyslu odst. 3.1 Smlouvy. Od splnění tohoto milníku počne běžet záruka ve smyslu odst. 11.2 Smlouvy, a započne poskytování proaktivního servisu či systémové podpory dle podmínek stanovených ve Smlouvě.

Příloha č. 3
Součinnost Objednatele

Součinnost Objednatele bude při poskytování plnění dle této Smlouvy spočívat zejména v následujících činnostech:

- zajistit součinnost a účast odpovědných pracovníků Objednatele a osob znalých prostředí Objednatele v rozsahu nezbytném pro zhotovení Díla. Součinnost bude spočívat především v poskytnutí konzultací majících za cíl doplnit informace k předložené dokumentaci při vypracování Detailního projektového plánu, Detailní technické specifikace a Specifikace akceptačních testů;

- zajistit pro členy realizačního týmu Dodavatele přístup do objektů Objednatele;

- dle potřeby zajistit účast odpovědných pracovníků Objednatele při realizaci akceptačních testů;

- poskytnout informace o plánovaných změnách v prostředí Objednatele, pokud budou mít jakýkoli vliv na plnění Dodavatele a poskytnout v této souvislosti úplné, pravdivé a včasné informace;

- Školení – Pro účely školení je možno využít prostor Objednatele, Objednatel zajistí místnost a prezentační techniku (projektor, whiteboard), Objednatel zajistí účast účastníků školení v termínech dle oboustranně schváleného Harmonogramu plnění.

- Proaktivní servis - Objednatel zajistí účast odpovědných pracovníků Objednatele a jejich součinnost na zajištění podmínek pro realizaci proaktivního servisu. Objednatel bude aktivně upozorňovat na slabá místa a navrhovat možná řešení, budou-li mu taková slabá místa či možná řešení známá, s cílem zvýšit dostupnost a spolehlivost provozu systémů a předcházet možným potížím či selháním.

- Reaktivní servis - Objednatel zajistí podmínky pro realizaci Reaktivního servisu na místě instalace. Objednatel po dohodě s Dodavatelem poskytne eskalační mechanismus klasifikace vad pro případy, kdy nedojde ke shodě na klasifikaci vady mezi pracovníky Objednatele a Dodavatele řešících vady. V případě sporů ohledně stanovení eskalační procedury rozhoduje Objednatel.

- Akceptační testy – součinnost na přípravě a realizaci Akceptačních testů.

- Platba, fakturace – Objednatel poskytne potřebnou součinnost na zajištění formální správnosti a akceptovatelnosti dokumentů.

- Pojištění – součinnost na zajištění požadovaných informací Objednatele pro sjednání pojištění Dodavatele.

- Prostory – Objednatel poskytne prostory pro uložení, skladování materiálu v nezbytném rozsahu během doby realizace Díla.

- Datové centrum - Objednatel zajistí spolupráci dodavatele Datového centra (Stavby II) v rozsahu nezbytném pro integraci Díla a Datového centra.

Příloha č. 4
Seznam subdodavatelů

1/

Název:	SILICON GRAPHICS
Sídlo:	Espace Jouy Technology, 21 Rue Albert Calmette Bat
	A 78350 Jouy en Josas, Francie
Právní forma:	zjednodušená akciová společnost
Identifikační číslo:	zapsaná v Obchodním rejstříku a rejstříku společností vedeném u Obchodního soudu ve Versailles pod č. 1988 B 00977
Rozsah plnění Smlouvy:	Spolupráce při dodávce, implementaci a podpoře

2/

Název:	SILICON GRAPHICS GmbH
Sídlo:	Werner-von-Siemens-Ring 16, 85630 Grasbrunn, Německo
Právní forma:	společnost s ručením omezeným
Identifikační číslo:	zapsaná v Obchodním rejstříku u Úředního soudu Mnichov pod číslem HRB80748
Rozsah plnění Smlouvy:	Spolupráce při dodávce, implementaci a podpoře

3/

Název:	John Scarborough
Sídlo:	2 Beeching Close, Upton, OXON, OX11 9JR, Velká Británie
Právní forma:	fyzická osoba
Identifikační číslo:	není přiděleno
Rozsah plnění Smlouvy:	Spolupráce při dodávce, implementaci a podpoře

4/

Název:	Roland Richter
Sídlo:	18 Avenue Louis Casai, CH-1209 Geneva, Švýcarsko
Právní forma:	fyzická osoba
Identifikační číslo:	není přiděleno
Rozsah plnění Smlouvy:	Spolupráce při dodávce, implementaci a podpoře

5/

Název:	Rudiger Wolf
Sídlo:	Philipp-Reisster.12, 64807 Dieburg, Německo
Právní forma:	fyzická osoba
Identifikační číslo:	není přiděleno
Rozsah plnění Smlouvy:	Spolupráce při dodávce, implementaci a podpoře

Příloha č. 5

Specifikace ceny a platební harmonogram

Specifikace ceny

Tabulka č. 1

	Cena Díla včetně implementace dle odst. 13.1.1 smlouvy	Cena v Kč bez DPH	Výše DPH 21% v Kč	Cena v Kč včetně DPH za předpokládaný počet měsíců
1.	2.4.2 Superpočítač - Velký cluster	85 750 000,-	18 007 500,-	103 757 500,-
2.	2.4.4 Superpočítač - Úložná zařízení	41 560 000,-	8 727 600,-	50 287 600,-
3.	2.4.6 Superpočítač - Síťová zařízení	13 000 000,-	2 730 000,-	15 730 000,-
4.	2.4.7 Superpočítač - SMP/NUMA server	4 700 000,-	987 000,-	5 687 000,-
5.	2.4.10 Superpočítač - GPU cluster	97 650 000,-	20 506 500,-	118 156 500,-
6.	2.4.12 Superpočítač - Podpůrné servery	7 150 000,-	1 501 500,-	8 651 500,-
7.	Licence k software	9 900 000,-	2 079 000,-	11 979 000,-
8.	Ostatní náklady	13 300 000,-	2 793 000,-	16 093 000,-
A. Celkem (cena Díla dle odst. 13.1.1 Smlouvy)		273 010 000,-	57 332 100,-	330 342 100,-

....

Vysoká škola báňská – Technická univerzita Ostrava

prof. Ing. Ivo Vondrák, CSc., rektor

VYSOKÁ ŠKOLA BÁŇSKÁ
TECHNICKÁ UNIVERZITA OSTRAVA
708 33 OSTRAVA-Poruba
17 listopadu 15
———— 2 ————

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SILICON GRAPHICS, s.r.o.

Ing. Michal Klimeš, MBA, jednatel

Tabulka č. 2

Cena za služby podpory a proaktivního servisu		Jednotková cena v Kč bez DPH	Počet jednotek	Cena v Kč bez DPH za stanovený počet jednotek	Výše DPH 21 % v Kč za stanovený počet jednotek	Cena v Kč včetně DPH za stanovený počet jednotek
1.	Proaktivní servis	15 000,- za 1 měsíc (cena dle odst. 13.1.2 smlouvy)	36 měsíců	540 000,-	113 400,-	653 400,-
2.	Systémová podpora	15 000,- za 1 člověkoden (cena dle odst. 13.1.3 smlouvy)	90 člověkodnů	1 350 000,-	283 500,-	1 633 500,-
B. Celkem				1 890 000,-	396 900,-	2 286 900,-

....
Vysoká škola báňská – Technická univerzita Ostrava
prof. Ing. Ivo Vondrák, CSc., rektor

VYSOKÁ ŠKOLA BÁŇSKÁ
TECHNICKÁ UNIVERZITA OSTRAVA
708 33 OSTRAVA-Poruba
17 listopadu 15
2

....
SILICON GRAPHICS, s.r.o.
Ing. Michal Klimeš, MBA, jednatel

Platební harmonogram

Objednatel bude hradit cenu dle odst. 13.1 Smlouvy v etapách po naplnění milníků provedení příslušných částí Díla. Uváděné částky jsou určeny vzhledem k ceně uvedené v odst. 13.1 Smlouvy:

1. Úspěšné naplnění milníku „**8. Fyzická dodávka Systému**" znamená možnost Dodavatele požadovat úhradu části ceny odpovídající součtu položek č. 1. až 6. uvedených v Tabulce č. 1 v této [Příloze č. 5](#) Smlouvy. Právo požadovat tuto úhradu však musí být uplatněno dle následujících podmínek:

   a. Dodavatel je oprávněn požadovat úhradu v případě, že bezodkladně po podpisu Smlouvy oznámí Dodavateli, že úhrada části ceny odpovídající součtu položek č. 1. až 6. uvedených v Tabulce č. 1 v této [Příloze č. 5](#) Smlouvy bude vyžadována po naplnění milníku „8. Fyzická dodávka Systému".

   b. Dodavatel je oprávněn požadovat úhradu tak, aby splatnost příslušné faktury a povinnost Objednatele uhradit tuto částku vznikla nejdříve po uplynutí 4 měsíců po doručení oznámení dle písm. a výše při zachování doby splatnosti stanovené v této Smlouvě; dřívější nebo pozdější uplatnění nároku na tuto částku může způsobit uložení sankce ze strany ŘO OP VaVpI a tato sankce bude chápána jako škoda způsobená Objednateli Dodavatelem, za kterou Dodavatel odpovídá v plném rozsahu.

   c. Dodavatel není oprávněn požadovat úhradu dříve, než po předložení záruční listiny osvědčující sjednání bankovní záruky dle podmínek odst. 7.9 Objednateli.

2. Naplnění milníku „**13. Komplexní dodávka Systému**" znamená možnost Dodavatele požadovat úhradu zbývající ceny Díla dle odst. 13.1.1 Smlouvy.

3. Po naplnění milníku „**13. Komplexní dodávka Systému**" vzniká Dodavateli nárok fakturovat po dobu 3 následujících let úhradu ceny za služby proaktivního servisu a systémové podpory. Služby proaktivního servisu a systémové podpory budou fakturovány kvartálně zpětně za každé uplynulé 3 měsíce, a to v částce odpovídající součtu:

   a. počtu měsíců, v nichž byly poskytovány služby proaktivního servisu vynásobeného cenou za jeden měsíc poskytování těchto služeb uvedené v odst. 13.1.2 Smlouvy, a dále

   b. počtu člověkodnů, které byly při poskytování služeb systémové podpory objednány a v souladu s postupem dle odst. 12.7.1 Smlouvy a prokazatelně vyčerpány, vynásobeného cenou za člověkoden poskytování těchto služeb uvedené v odst. 13.1.3 Smlouvy; ustanovení odst. 12.7.4 Smlouvy tímto není dotčeno.

Příloha č. 6

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- RedHat včetně HA extenzí
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- VMware vSphere, vCenter
- Microsoft Windows Server Standard 2012 R2
- EMC NetWorker
- Cisco SW
- Open source (pokrývá použité open souce SW nástroje)

Následuje 42 stran neočíslovaných v řadě číslování stran přílohy č.6

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1.14 "Territory"means the country or countries in which You have been invoiced; provided, however, that if You have been invoiced within any of the European Economic Area member states, You may deploy the corresponding Software throughout the European Economic Area.
1.15 "Third Party Agent"means a third party delivering information technology services to You pursuant to a written contract with You.
1.16 "Virtual Machine"means a software container that can run its own operating system and execute applications like a physical machine.
1.17 "VMware"means VMware, Inc., a Delaware corporation, if You are purchasing Licenses or services for use in the United States and VMware International Limited, a company organized and existing under the laws of Ireland, for all other purchases.
1.18 "VMware Tools"means the suite of utilities and drivers, Licensed by VMware under the "VMware Tools" name, that can be installed in a Guest Operating System to enhance the performance and functionality of a Guest Operating System when running in a Virtual Machine.

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2.1 Scope of License. Subject to the terms and conditions of this EULA, VMware grants You, during the License Term, a non-exclusive, non-transferable License to use the Software, in executable code form only, within the Territory, for Your internal operations in accordance with (a) the Documentation; (b) the License Type for which You have paid the applicable fees; (c) other applicable limitations set forth in the Order. The License to the Software is limited to the quantities specified in each applicable Order.

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2.4 Benchmarking. You may use the Software to conduct internal performance testing and benchmarking studies. You may only publish or otherwise distribute the results of such studies to third parties as follows: (a) if with respect to VMware's Workstation or Fusion products, only if You provide a copy of Your study to benchmark@vmware.comprior to distribution; (b) if with respect to any other Software, only if VMware has reviewed and approved of the methodology, assumptions and other parameters of the study (please contact VMware at benchmark@vmware.comto request such review and approval) prior to such publication and distribution.

2.5 VMware Tools. You may distribute the VMware Tools (whether or not as part of the Virtual Machine You create with the Software) to third parties solely when installed in a Guest Operating System to enhance its performance and functionality when running in a Virtual Machine, provided that You will be fully responsible for such third parties' compliance with the terms and conditions of this EULA, and any breach of this EULA by any such third party shall be deemed to be a breach of this EULA by You.

2.6 Open Source Software. Notwithstanding anything herein to the contrary, Open Source Software is licensed to You under such OSS's own applicable license terms, which can be found in the open_source_licenses.txt file, the Documentation or as applicable, the corresponding source files for the Software available at www.vmware.com/download/open_source.html. These OSS license terms are consistent with the license granted in Section 2, and may contain additional rights benefiting You. The OSS license terms shall take precedence over this EULA to the extent that this EULA imposes greater restrictions on You than the applicable OSS license terms.

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5.1 Records. You will, during the License Term for any Software licenses acquired under this EULA (and for a period of two (2) years from the expiration of the applicable License Term), maintain accurate records of your use of the Software sufficient to demonstrate Your compliance with the terms of this EULA and all Orders.

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9.2 Further Limitations.VMware's licensors shall have no liability of any kind under this EULA and VMware's liability with respect to any third party software embedded in the Software shall be subject to Section 9.1. You may not bring a claim under this EULA more than eighteen (18) months after the cause of action arises.

10. TERMINATION.

10.1 License Term. This EULA will terminate in its entirety upon the termination of the License Term, unless terminated earlier under this Section 10.

10.2 Termination for Breach.VMware may terminate this EULA in its entirety effective immediately upon written notice to You if: (a) You breach any provision in Section 3 and do not cure the breach within ten (10) days after receiving written notice thereof from VMware; (b) You fail to pay any portion of the fees under an applicable Order within ten (10) days after receiving written notice from VMware that payment is past due; (c) You breach any other provision of this EULA and don't not cure the breach within thirty (30) days after receiving written notice thereof from VMware; or (d) You commit a material breach that is not capable of being cured.

10.3 Termination for Insolvency.VMware may terminate this EULA in its entirety effective immediately upon written notice to You if You: (a) terminate or suspend your business; (b) become insolvent, admit in writing Your inability to pay Your debts as they mature, make an assignment for the benefit of creditors; or become subject to control of a trustee, receiver or similar authority; or (c) become subject to any bankruptcy or insolvency proceeding.

10.4 Effect of Termination. If VMware terminates this EULA under this Section 10: (a) all Licensed rights to all Software granted to You under this EULA will immediately cease to exist; and (b) You must promptly discontinue all use of all Software, and (destroy all copies of the Software and all License Key(s)) and return, or if requested by VMware, destroy, any related VMware Confidential Information in Your possession or control and certify in writing to VMware that You have fully complied with these requirements. Sections 1 (Definitions), 2.6 (Open Source Software), 3 (Restrictions; Ownership), 5.1 (Records), 5.2 (Audit Rights), 7.2 (Disclaimer of Warranties), 9 (Limitation of Liability), 10 (Termination), 11 (Confidential Information) and 12 (General) will any survive termination of this EULA.

11. CONFIDENTIAL INFORMATION.

11.1 Definition. "Confidential Information"means information or materials provided by one party (**"Discloser"**) to the other party (**"Recipient"**) which are in tangible form and labeled "confidential" or the like, or, information which a reasonable person knew or should have known to be confidential. The following information shall be considered Confidential Information whether or not marked or identified as such: (a) License Keys; (b) information regarding VMware's pricing, product roadmaps or strategic marketing plans; and (c) non-public materials relating to the Software.

11.2 Protection. Recipient may use Confidential Information of Discloser; (a) to exercise its rights and perform its obligations under this EULA; or (b) in connection with the parties' ongoing business relationship. Recipient will not use any Confidential Information of Discloser for any purpose not expressly permitted by the EULA, and will disclose the Confidential Information of Discloser only to the employees or contractors of Recipient who have a need to know such Confidential Information for purposes of the EULA and who are under a duty of confidentiality no less restrictive than Recipient's duty hereunder. Recipient will protect Confidential Information from unauthorized use, access, or disclosure in the same manner as Recipient protects its own confidential or proprietary information of a similar nature but with no less than reasonable care.

11.3 Exceptions. Recipient's obligations under Section 11.2 with respect to any Confidential Information will terminate if Recipient can show by written records that such information: (a) was already known to Recipient at the time of disclosure by Discloser; (b) was disclosed to Recipient by a third party who had the right to make such disclosure without any confidentiality restrictions; (c) is, or through no fault of Recipient has become, generally available to the public; or (d) was independently developed by Recipient without access to, or use of, Discloser's Information. In addition, Recipient will be allowed to disclose Confidential Information to the extent that such disclosure is required by law or by the order of a court of similar judicial or administrative body, provided that Recipient notifies Discloser of such required disclosure promptly and in writing and cooperates with Discloser, at Discloser's request and expense, in any lawful action to contest or limit the scope of such required disclosure.

11.4 Data Privacy. You agree that VMware may process technical and related information about Your use of the Software which may include internet protocol address, hardware identification, operating system, application software, peripheral hardware, and non-personally identifiable Software usage statistics to facilitate the provisioning of updates, support, invoicing or online services and may transfer such information to other companies in the VMware worldwide group of companies from time to time. To the extent that this information constitutes personal data, VMware shall be the controller of such personal data. To the extent that it acts as a controller, each party shall comply at all times with its obligations under the local legislation applicable in the Territory for the protection of individuals with regard to the processing of personal data. Collected data is subject to VMware's Privacy Policy at http://www.vmware.com/help/privacy.html.

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12.3 Waiver. The waiver of a breach of any provision of this EULA shall not constitute a waiver of any other provision or any subsequent breach.

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12.8 Third Party Rights. Other than as expressly set out in this EULA, this EULA does not create any rights for any person who is not a party to it, and no person who is not a party to this EULA may enforce any of its terms or rely on any exclusion or limitation contained in it.

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12.12 Contact Information. Please direct legal notices or other correspondence to VMware, Inc., 3401 Hillview Avenue, Palo Alto, California 94304, United States of America. If You have any questions concerning this EULA, please send an email to info@vmware.com.

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1.1 "Affiliate"means, with respect to a party, an entity that is directly or indirectly controlled by or is under common control with such party, where "control" means an ownership, voting or similar interest representing fifty percent (50%) or more of the total interests then outstanding of the relevant entity (but only as long as such person or entity meets these requirements).
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1.14 "Territory"means the country or countries in which You have been invoiced; provided, however, that if You have been invoiced within any of the European Economic Area member states, You may deploy the corresponding Software throughout the European Economic Area.
1.15 "Third Party Agent"means a third party delivering information technology services to You pursuant to a written contract with You.
1.16 "Virtual Machine"means a software container that can run its own operating system and execute applications like a physical machine.
1.17 "VMware"means VMware, Inc., a Delaware corporation, if You are purchasing Licenses or services for use in the United States and VMware International Limited, a company organized and existing under the laws of Ireland, for all other purchases.
1.18 "VMware Tools"means the suite of utilities and drivers, Licensed by VMware under the "VMware Tools" name, that can be installed in a Guest Operating System to enhance the performance and functionality of a Guest Operating System when running in a Virtual Machine.

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3. RESTRICTIONS; OWNERSHIP.

3.1 Restrictions. You acknowledge that the Software and the structure, organization and source code of the Software constitute valuable trade secrets of VMware. Accordingly, except as expressly permitted in Section 2 or as otherwise authorized by VMware in writing, You will not and will not permit any third party to: (a) sell, lease, license, distribute, sublicense or otherwise transfer in whole or in part the Software or Documentation to any third party; (b) decompile, disassemble, reverse engineer, or otherwise attempt to derive source code from the Software, in whole or in part; (c) copy the Software, except for archival purposes, as set out in Section 2.3; (d) create, develop, license, install, use, or deploy any software or services to circumvent, enable, modify or provide access, permissions or rights which violate the technical restrictions of the Software as described in this EULA; (e) translate, modify or create derivative works based upon the Software; (f) permit any use of or access to the Software by any third party; (g) remove any product identification, proprietary, copyright or other notices contained in the Software; or (h) operate the Software on behalf of or for the benefit of any third party, including the operation of any service that is accessed by a third party, except that, for the purposes of this Section 3.1 (h), You may use the Software to deliver hosted services to Your Affiliates.

3.2 Decompilation. Notwithstanding the foregoing, decompiling the Software is permitted to the extent the laws of the Territory give You the express right to do so to obtain information necessary to render the Software interoperable with other software; provided, however, You must first request such information from VMware (at info@vmware.com), provide all reasonably requested information to allow VMware to assess Your claim, and VMware may, in its discretion, either provide such interoperability information to You, impose reasonable conditions, including a reasonable fee, on such use of the Software, or offer to provide alternatives to ensure that VMware's proprietary rights in the Software are protected and to reduce any adverse impact on VMware's proprietary rights.

3.3 Ownership. The Software and Documentation, all copies and portions thereof, and all improvements, enhancements, modifications and derivative works thereof, and all Intellectual Property Rights therein, are and shall remain the sole and exclusive property of VMware and its licensors. Your rights to use the Software and Documentation shall be limited to those expressly granted in this EULA and any applicable Order. No other rights with respect to the Software or any related Intellectual Property Rights are implied. You are not authorized to use (and shall not permit any third party to use) the Software, Documentation or any portion thereof except as expressly authorized by this EULA or the applicable Order.

3.4 Guest Operating Systems. Certain Software allows Guest Operating Systems and application programs to run on a computer system. You acknowledge that You are responsible for obtaining and complying with any licenses necessary to operate any such third-party software.

4. ORDER.
Your Order is subject to this EULA. No Orders are binding on VMware until accepted by VMware. Orders for Software are deemed to be accepted upon VMware's delivery of the Software included in such Order. Orders issued to VMware do not have to be signed to be valid and enforceable.

5. AUDIT RIGHTS.

5.1 Records. You will, during the License Term for any Software licenses acquired under this EULA (and for a period of two (2) years from the expiration of the applicable License Term), maintain accurate records of your use of the Software sufficient to demonstrate Your compliance with the terms of this EULA and all Orders.

5.2 Audit Rights. During the period in which the You are obligated to maintain such records, VMware, or its third party auditor, may, upon reasonable notice to You, audit such records to verify that You have (a) used the Software solely in the manner authorized herein; (b) paid all applicable license fees; and (c) otherwise complied with the terms of this EULA and all Orders. VMware may conduct no more than one (1) audit in any twelve (12) month period. Audits will be conducted during normal business hours and VMware will use commercially reasonable efforts to minimize the disruption of Your normal business activities. VMware, and any third-party auditor, shall not have physical access to Your computing devices in connection with any such audit, without Your prior written consent. You will reasonably cooperate with VMware and/or its third-party auditor and will promptly pay directly to VMware any underpayments revealed by such audit. You will promptly reimburse VMware for all reasonable costs and expenses incurred by VMware for such audit if: (i) such audit reveals an underpayment by You of more than five percent (5%) of the fees payable by You to VMware for the period audited, or (ii) such audit reveals You have materially failed to maintain accurate records of Your use of the Software.

6. SUPPORT AND SUBSCRIPTION SERVICES. Except as expressly specified in the Product Guide, VMware does not provide any support or subscription services for the Software under this EULA. You have no rights to any updates, upgrades or extensions or enhancements to the Software developed by VMware unless you separately purchase VMware support or subscription services. These support or subscription services are subject to the Services Terms.

7. WARRANTIES.

7.1 Software Warranty.VMware warrants to You that the Software will, for a period of ninety (90) days following delivery (**"Warranty Period"**), substantially conform to the applicable Documentation, provided that the Software (a) has been properly installed and used at all times and in accordance with the applicable Documentation; and (b) has not been modified or added to by persons other than VMware or its authorized representative. VMware will, at its own expense and as its sole obligation and Your exclusive remedy for any breach of the foregoing warranty, either replace the applicable Software or correct any reproducible error in the Software reported to VMware by You in writing during the Warranty Period. If VMware determines that it is unable to correct the error or replace the Software, VMware will refund to You all License fees actually paid by You, in which case the License for the applicable Software and Your right to use such Software will terminate.

7.2 Disclaimer of Warranties.THE EXPRESS WARRANTY IN SECTION 7.1 ABOVE IS IN LIEU OF AND, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, VMWARE AND ITS LICENSORS DISCLAIM, ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE) REGARDING OR RELATING TO THE SOFTWARE, THE DOCUMENTATION, OR ANY MATERIALS FURNISHED OR PROVIDED TO YOU UNDER THIS EULA. VMWARE AND ITS LICENSORS DO NOT WARRANT THAT THE SOFTWARE WILL OPERATE UNINTERRUPTED OR THAT IT WILL BE FREE FROM DEFECTS OR THAT THE SOFTWARE WILL MEET (OR IS DESIGNED TO MEET) YOUR BUSINESS REQUIREMENTS.

8. INTELLECTUAL PROPERTY INDEMNIFICATION.

8.1 Defense and Indemnification. Subject to the remainder of this Section 8, VMware shall defend You against any third party claim that the Software infringes any patent, trademark or copyright of such third party, or misappropriates a trade secret (but only to the extent that such misappropriation is not a result of Your actions) under the laws of: (a) the United States and Canada; (b) the European Economic Area; (c) Australia; (d) New Zealand; (e) Japan; or (f) the People's Republic of China, to the extent that such countries are part of the Territory for the License (**"Infringement Claim"**) and indemnify You from the resulting costs and damages finally awarded against You to such third party by a court of competent jurisdiction or agreed to in settlement; provided that You: (i) promptly provide VMware with notice of such Infringement Claim; (ii) allow VMware sole control over the defense thereof and related settlement negotiation; and (iii) reasonably cooperate in response to VMware requests for assistance. You may not settle or compromise any Infringement Claim without the prior written consent of VMware.

8.2 Remedies. Should the Software become, or in VMware's opinion be likely to become, the subject of an Infringement Claim, VMware will, at VMware's option and expense either: (a) procure the rights necessary for You to make continued use of the affected Software in accordance with this EULA; (b) replace or modify the affected Software to make it non-infringing; or (c) terminate the License to the affected Software and discontinue the related support services, and, upon Your certified deletion of the affected Software, refund: (i) the fees paid by You for the License to the affected Software, less straight-line depreciation over a three (3) year useful life beginning on the date such Software was delivered; and (ii) any pre-paid service fee attributable to related support services to be delivered after the date such service is stopped. Nothing in this Section 8.2 shall limit VMware's obligation under Section 8.1 to defend and indemnify You, provided that You replace the allegedly infringing Software upon VMware's making alternate Software available to You and/or You discontinue using the allegedly infringing Software upon receiving VMware's notice terminating the affected License.

8.3 Exclusions. Notwithstanding the foregoing, VMware will have no obligation under this Section 8 or otherwise with respect to any claim based on: (a) a combination of Software with non-VMware products (other than non-VMware products that are listed on the Order and used in an unmodified form); (b) use for a purpose or in a manner for which the Software was not designed; (c) use of any older version of the Software when use of a newer VMware revision would have avoided the infringement; (d) any modification to the Software made without VMware's express written approval; (e) any claim that relates to open source software or freeware technology or any derivatives or other adaptations thereof that is not embedded by VMware into Software listed on VMware's commercial price list; (f) any claim that relates to Linux or Android open source software, even when it has been embedded into or distributed with the Software or (g) any Software provided on a no charge, beta or evaluation basis. THIS SECTION 8 STATES YOUR SOLE AND EXCLUSIVE REMEDY AND VMWARE'S ENTIRE LIABILITY FOR ANY INFRINGEMENT CLAIMS OR ACTIONS.

9. LIMITATION OF LIABILITY.

9.1 Limitation of Liability.TO THE MAXIMUM EXTENT MANDATED BY LAW, IN NO EVENT WILL VMWARE AND ITS LICENSORS BE LIABLE FOR ANY LOST PROFITS OR BUSINESS OPPORTUNITIES, LOSS OF USE, LOSS OF REVENUE, LOSS OF GOODWILL, BUSINESS INTERRUPTION, LOSS OF DATA, OR ANY OTHER INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES UNDER ANY THEORY OF LIABILITY, WHETHER BASED IN CONTRACT, TORT, NEGLIGENCE, PRODUCT LIABILITY, OR OTHERWISE. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE PRECEDING LIMITATION MAY NOT APPLY TO YOU. VMWARE'S AND ITS LICENSORS' LIABILITY UNDER THIS EULA WILL NOT, IN ANY EVENT, REGARDLESS OF WHETHER THE CLAIM IS BASED IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, EXCEED THE LICENSE FEES YOU PAID FOR THE SOFTWARE, IF ANY. THE FOREGOING LIMITATIONS SHALL APPLY REGARDLESS OF WHETHER VMWARE OR ITS LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

9.2 Further Limitations.VMware's licensors shall have no liability of any kind under this EULA and VMware's liability with respect to any third party software embedded in the Software shall be subject to Section 9.1. You may not bring a claim under this EULA more than eighteen (18) months after the cause of action arises.

10. TERMINATION.

10.1 License Term. This EULA will terminate in its entirety upon the termination of the License Term, unless terminated earlier under this Section 10.

10.2 Termination for Breach.VMware may terminate this EULA in its entirety effective immediately upon written notice to You if: (a) You breach any provision in Section 3 and do not cure the breach within ten (10) days after receiving written notice thereof from VMware; (b) You fail to pay any portion of the fees under an applicable Order within ten (10) days after receiving written notice from VMware that payment is past due; (c) You breach any other provision of this EULA and don't not cure the breach within thirty (30) days after receiving written notice thereof from VMware; or (d) You commit a material breach that is not capable of being cured.

10.3 Termination for Insolvency.VMware may terminate this EULA in its entirety effective immediately upon written notice to You if You: (a) terminate or suspend your business; (b) become insolvent, admit in writing Your inability to pay Your debts as they mature, make an assignment for the benefit of creditors; or become subject to control of a trustee, receiver or similar authority; or (c) become subject to any bankruptcy or insolvency proceeding.

10.4 Effect of Termination. If VMware terminates this EULA under this Section 10: (a) all Licensed rights to all Software granted to You under this EULA will immediately cease to exist; and (b) You must promptly discontinue all use of all Software, and (destroy all copies of the Software and all License Key(s)) and return, or if requested by VMware, destroy, any related VMware Confidential Information in Your possession or control and certify in writing to VMware that You have fully complied with these requirements. Sections 1 (Definitions), 2.6 (Open Source Software), 3 (Restrictions; Ownership), 5.1 (Records), 5.2 (Audit Rights), 7.2 (Disclaimer of Warranties), 9 (Limitation of Liability), 10 (Termination), 11 (Confidential Information) and 12 (General) will any survive termination of this EULA.

11. CONFIDENTIAL INFORMATION.

11.1 Definition. "Confidential Information"means information or materials provided by one party (**"Discloser"**) to the other party (**"Recipient"**) which are in tangible form and labeled "confidential" or the like, or, information which a reasonable person knew or should have known to be confidential. The following information shall be considered Confidential Information whether or not marked or identified as such: (a) License Keys; (b) information regarding VMware's pricing, product roadmaps or strategic marketing plans; and (c) non-public materials relating to the Software.

11.2 Protection. Recipient may use Confidential Information of Discloser; (a) to exercise its rights and perform its obligations under this EULA; or (b) in connection with the parties' ongoing business relationship. Recipient will not use any Confidential Information of Discloser for any purpose not expressly permitted by the EULA, and will disclose the Confidential Information of Discloser only to the employees or contractors of Recipient who have a need to know such Confidential Information for purposes of the EULA and who are under a duty of confidentiality no less restrictive than Recipient's duty hereunder. Recipient will protect Confidential Information from unauthorized use, access, or disclosure in the same manner as Recipient protects its own confidential or proprietary information of a similar nature but with no less than reasonable care.

11.3 Exceptions. Recipient's obligations under Section 11.2 with respect to any Confidential Information will terminate if Recipient can show by written records that such information: (a) was already known to Recipient at the time of disclosure by Discloser; (b) was disclosed to Recipient by a third party who had the right to make such disclosure without any confidentiality restrictions; (c) is, or through no fault of Recipient has become, generally available to the public; or (d) was independently developed by Recipient without access to, or use of, Discloser's Information. In addition, Recipient will be allowed to disclose Confidential Information to the extent that such disclosure is required by law or by the order of a court of similar judicial or administrative body, provided that Recipient notifies Discloser of such required disclosure promptly and in writing and cooperates with Discloser, at Discloser's request and expense, in any lawful action to contest or limit the scope of such required disclosure.

11.4 Data Privacy. You agree that VMware may process technical and related information about Your use of the Software which may include internet protocol address, hardware identification, operating system, application software, peripheral hardware, and non-personally identifiable Software usage statistics to facilitate the provisioning of updates, support, invoicing or online services and may transfer such information to other companies in the VMware worldwide group of companies from time to time. To the extent that this information constitutes personal data, VMware shall be the controller of such personal data. To the extent that it acts as a controller, each party shall comply at all times with its obligations under the local legislation applicable in the Territory for the protection of individuals with regard to the processing of personal data. Collected data is subject to VMware's Privacy Policy at http://www.vmware.com/help/privacy.html.

12. GENERAL.

12.1 Assignment. This EULA and any Orders, and any of Your rights or obligations thereunder, may not be assigned, subcontracted or transferred by You, in whole or in part, whether voluntary, by operation of contract, law or otherwise, without the prior written consent of VMware. Any attempted assignment or transfer in violation of the foregoing will be null and void. Subject to the foregoing, this EULA will be binding upon and will inure to the benefit of the parties and their respective successors and assigns.

12.2 Notices. Any notice delivered by VMware to You under this EULA will be delivered via mail, email or fax.

12.3 Waiver. The waiver of a breach of any provision of this EULA shall not constitute a waiver of any other provision or any subsequent breach.

12.4 Severability. If any provision of this EULA is held to be illegal, invalid or unenforceable, the provision will be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remaining provisions of this EULA will remain in full force and effect.

12.5 Compliance with Laws; Export Control; Government Regulations. Each party shall comply with all laws applicable to the actions contemplated by this EULA. You acknowledge that the Software is of United States origin, is provided subject to the U.S.

Export Administration Regulations, may be subject to the export control laws of the applicable territory, and that diversion contrary to applicable export control laws is prohibited. You represent that (1) you are not, and are not acting on behalf of, (a) any person who is a citizen, national, or resident of, or who is controlled by the government of any country to which the United States has prohibited export transactions; or (b) any person or entity listed on the U.S. Treasury Department list of Specially Designated Nationals and Blocked Persons, or the U.S. Commerce Department Denied Persons List or Entity List; and (2) you will not permit the Software to be used for, any purposes prohibited by law, including, any prohibited development, design, manufacture or production of missiles or nuclear, chemical or biological weapons. The Software and accompanying documentation are deemed to be "commercial computer software" and "commercial computer software documentation", respectively, pursuant to DFAR Section 227.7202 and FAR Section 12.212(b), as applicable. Any use, modification, reproduction, release, performing, displaying or disclosing of the Software and documentation by the U.S. Government shall be governed solely by the terms and conditions of this EULA.

12.6 Construction. The headings of sections of this EULA are for convenience and are not to be used in interpreting this EULA. As used in this EULA, the word 'including' means "including but not limited to."

12.7 Governing Law. This EULA is governed by the laws of the State of California, United States of America, unless mandated by other law. The United Nations Convention for the International Sale of Goods shall not apply.

12.8 Third Party Rights. Other than as expressly set out in this EULA, this EULA does not create any rights for any person who is not a party to it, and no person who is not a party to this EULA may enforce any of its terms or rely on any exclusion or limitation contained in it.

12.9 Product Guide. In addition to the above sections, Your use of the Software is subject to the terms and conditions of the Product Guide, which is incorporated herein by reference.

12.10 Order of Precedence. In the event of conflict or inconsistency among the Product Guide, this EULA and the Order, the following order of precedence shall apply: (a) the Product Guide, (b) this EULA and (c) the Order. With respect to any inconsistency between this EULA and an Order, the terms of this EULA shall supersede and control over any conflicting or additional terms and conditions of any Order, acknowledgement or confirmation or other document issued by You, unless the parties execute a written agreement expressly indicating: (i) that such Order shall modify this EULA; or (ii) that the terms of such Order shall supersede and control in the event of any inconsistency.

12.11 Entire Agreement. This EULA, including accepted Orders and any amendments hereto, and the Product Guide contain the entire agreement of the parties with respect to the subject matter of this EULA and supersede all previous or contemporaneous communications, representations, proposals, commitments, understandings and agreements, whether written or oral, between the parties regarding the subject matter hereof. This EULA may be amended only in writing signed by authorized representatives of both parties.

12.12 Contact Information. Please direct legal notices or other correspondence to VMware, Inc., 3401 Hillview Avenue, Palo Alto, California 94304, United States of America. If You have any questions concerning this EULA, please send an email to info@vmware.com.

LICENČNÍ PODMÍNKY PRO SOFTWARE SPOLEČNOSTI MICROSOFT

MICROSOFT WINDOWS SERVER 2012 R2 STANDARD

Tyto licenční podmínky představují smlouvu mezi vámi a:

- výrobcem serveru, který distribuuje software se serverem, nebo
- instalátorem serveru, který distribuuje software se serverem.

Přečtěte si je, prosím. Vztahují se na výše uvedený software včetně médií, na nichž jste jej získali (pokud existují). Tyto podmínky se rovněž vztahují na všechny:

- aktualizace,
- dodatky,
- internetové služby a
- služby odborné pomoci

společnosti Microsoft pro tento software, pokud s těmito položkami nejsou dodávány jiné podmínky. Pokud ano, budou platit tyto jiné podmínky. Pokud získáte aktualizace nebo dodatky přímo od společnosti Microsoft, nikoli výrobce nebo instalátor. Licenční podmínky vytištěné na papíře, které mohou být dodány se softwarem, zastupují libovolné licenční podmínky online.

Použitím softwaru přijímáte tyto podmínky. Pokud je nepřijímáte, software nepoužívejte. Místo toho se obraťte na prodejce nebo instalátora a zjistěte jeho zásady náhrad ve formě peněz či zboží.

Jak je popsáno níže, představuje použití určitých funkcí rovněž váš souhlas s přenosem určitých standardních počítačových informací pro internetové služby.

Dodržíte-li tyto licenční podmínky, máte ke každé obdržené licenci na software následující práva.

1. PŘEHLED.

  a. Software. Software zahrnuje:

- serverový software a
- další software, který smíte používat pouze se serverovým softwarem.

  b. Model licencování. Software je licencován na základě:

- počtu instancí serverového softwaru, které spouštíte,
- počtu zařízení a uživatelů přistupujících k instancím serverového softwaru,
- funkce serverového softwaru, ke které přistupujete, a
- počtu procesorů ve fyzickém hardwaru.

  c. Pojmy související s licencováním.

- **Instance.** „Instancí" softwaru vytvoříte spuštěním instalační nebo konfigurační procedury softwaru. Instanci softwaru rovněž vytvoříte zkopírováním stávající instance. Odkazy na software v této smlouvě zahrnují „instance" softwaru.

- **Spuštění instance.** „Spuštěním instance" softwaru znamená zavedení instance do paměti a spuštění jedné nebo několika jejích instrukcí. Instance je po spuštění považována za spuštěnou až do okamžiku, kdy je odebrána z paměti (bez ohledu na to, zda jsou spuštěny její instrukce).

- **Prostředí operačního systému.** „Prostředí operačního systému" je:

  (i) celá instance operačního systému nebo její část nebo celá instance virtuálního (či jinak emulovaného) operačního systému nebo její část, která povoluje samostatnou identitu počítače (primární jméno počítače nebo podobný jedinečný identifikátor) nebo samostatná oprávnění pro správu, a

  (ii) instance aplikací, pokud existují, konfigurované ke spuštění ve výše uvedené instanci operačního systému nebo jejích součástech.

  Existují dva typy prostředí operačního systému: fyzické a virtuální. Fyzické prostředí operačního systému je nakonfigurováno ke spouštění přímo ve fyzickém hardwarovém systému. Instance operačního systému používaná ke spouštění softwaru pro virtualizaci hardwaru (např. Microsoft Virtual Server nebo podobné technologie) nebo k poskytování služeb virtualizace hardwaru (např. technologie virtualizace společnosti Microsoft) se považuje za součást fyzického prostředí operačního systému. Virtuální prostředí operačního systému je nakonfigurováno ke spouštění ve virtuálním (nebo jinak emulovaném) hardwarovém systému.

  Fyzický hardwarový systém může obsahovat

  (i) jedno fyzické prostředí operačního systému a

  (ii) nejméně jedno virtuální prostředí operačního systému.

- **Server.** Serverem je fyzický hardwarový systém nebo zařízení schopné provozovat serverový software. Hardwarový oddíl nebo server blade je považován za samostatný fyzický hardwarový systém.

- **Přiřazení licence.** Přiřadit licenci znamená udělit příslušnou licenci jednomu zařízení nebo uživateli.

- **Webové úlohy** (označované také jako „internetová webová řešení") jsou veřejně přístupné a zahrnují výhradně webové stránky, webové servery, webové aplikace, webové služby anebo poštovní server POP3. Pro účely vyjasnění se přístup k obsahu, informacím a aplikacím poskytovaným softwarem v rámci internetového webového řešení neomezuje na vaše zaměstnance nebo zaměstnance vašich afilad.

  Software obsažený v internetových webových řešeních smíte používat ke spouštění:

  - softwaru webového serveru (například služby Microsoft Internet Information Services) a agentů správy nebo zabezpečení (například agentů MOM),

  - softwaru databázového stroje (například serveru Microsoft SQL Server) výhradně pro podporu internetových webových řešení,

  - služby DNS pro účely překladu internetových názvů na IP adresy, pokud to není jedinou funkcí dané instance serveru.

  Jakékoli jiné použití tohoto softwaru se nepovažuje za webovou úlohu.

- **Vysoce výkonná výpočetní úloha (HPC)** je úloha, při které serverový software slouží k provozování uzlu clusteru a používá se ve spojení s jiným softwarem nezbytným k zabezpečení, ukládání dat, zvýšení výkonu a správě systémů v uzlu clusteru pro účel podpory clusterových aplikací HPC.

- **Clusterové aplikace HPC.** Pojem „clusterové aplikace HPC", běžně používaný v odvětví, označuje vysoce výkonné výpočetní aplikace, jež paralelně řeší složité výpočetní problémy nebo množinu úzce souvisejících výpočetních problémů. Clusterové aplikace HPC rozdělí výpočetně složitý problém na množinu úloh a úkolů koordinovaných plánovačem úloh (jako je například sada Microsoft HPC Pack nebo podobný middleware), který tyto úlohy distribuuje paralelně na jeden nebo více počítačů provozovaných v clusteru HPC.

- **Uzel clusteru.** „Uzel clusteru" je zařízení vyhrazené k provozování clusterových aplikací HPC nebo zajišťující služby plánování úloh pro clusterové aplikace HPC.

2. PRÁVA K UŽÍVÁNÍ

a. **Licencování serveru.** Výrobce nebo instalátor stanovil určitý počet licencí na serverový software a přiřadil tyto licence k serveru, s nímž byl software distribuován. Před spuštěním instancí serverového softwaru na serveru musíte níže uvedeným způsobem určit požadovaný počet licencí na software. Musíte ověřit, zda jste se serverem získali příslušný počet licencí. Štítky Certifikát pravosti jsou nalepeny na serveru anebo jsou součástí balení softwaru poskytnutého výrobcem nebo instalátorem. Spuštění vašich instancí serverového softwaru může vyžadovat získání dalších licencí na serverový software. Na jakékoli další licence, které získáte od výrobce nebo instalátora, se budou vztahovat tyto licenční podmínky. Na licence získané z jiných zdrojů se budou vztahovat podmínky, které s nimi byly dodány.

b. **Stanovení požadovaného počtu licencí.** Každá licence pokrývá až dva fyzické procesory. Ke zjištění počtu licencí potřebných pro jednotlivé servery je proto nutné určit počet fyzických procesorů v serveru, tento počet vydělit dvěma a zaokrouhlit nahoru na nejbližší celé číslo.

c. **Přiřazení požadovaného počtu licencí k serveru.** Licence na software je trvale přiřazena serveru, s kterým jste software získali. Tento server je licencovaným serverem pro takovou licenci. Hardware rozložený na oddíly nebo součásti blade je považován za samostatný server. Tutéž licenci nesmíte přiřadit více než jednomu serveru.

d. **Spuštění instancí serverového softwaru.**

  i. Kdykoli můžete jednotlivě spustit:

  - jednu instanci serverového softwaru v jednom fyzickém prostředí operačního systému a

  - maximálně dvě instance serverového softwaru ve virtuálních prostředích operačního systému (pouze jednu instanci na jedno virtuální prostředí operačního systému) na každou licenci přiřazenou k serveru.

  ii. Jestliže spustíte všechny povolené instance zároveň, instancí serverového softwaru spuštěnou ve fyzickém operačním systému bude možné použít jen k následujícím účelům:

  - spuštění softwaru pro virtualizaci hardwaru,

  - poskytování služeb virtualizace hardwaru,

  - spuštění softwaru pro správu a servis prostředí operačního systému na licencovaném serveru.

  iii. Pokud je licencovaný server odolný proti chybám, můžete uplatnit výše uvedená práva na každém z nejvýše čtyř serverů, jimiž je tento server odolný proti chybám tvořen. Licencovaný server je „odolný proti chybám", pokud

  - obsahuje redundantní nebo dvojitě redundantní hardware a této redundance je dosaženo spuštěním redundantního hardwaru v přesné (nebo téměř přesné) synchronizaci, a

  - nepoužívá zabezpečení před selháním pomocí řízení clusterů.

  Redundantní hardware není nutné při aktualizacích serverového softwaru (např. opravy hotfix, opravy zabezpečení, aktualizace Service Pack, doplňky)

synchronizovat za předpokladu, že aktualizovaná instance není spuštěna k žádnému jinému účelu.

e. **Změna oddílů v serveru.** Přiřazení licencí můžete změnit, když:

- přeřadíte fyzické procesory z jednoho licencovaného hardwarového oddílu do jiného,

- z jednoho licencovaného hardwarového oddílu vytvoříte dva nebo více oddílů,

- z několika licencovaných hardwarových oddílů vytvoříte jeden oddíl,

jestliže (i) před změnou oddílů byl každý hardwarový oddíl plně licencován a (ii) celkový počet licencí a fyzických procesorů zůstává stejný.

f. **Spuštění instancí dalšího softwaru.** Můžete spouštět nebo jinak používat libovolný počet instancí dalšího softwaru uvedeného na níže zmíněném webu ve fyzických nebo virtuálních prostředích operačního systému v libovolném počtu zařízení. Další software smíte používat pouze se serverovým softwarem. Seznam dalšího softwaru naleznete na adrese go.microsoft.com/fwlink/?LinkId=290987.

g. **Vytváření a ukládání instancí na serverech nebo médiích.** Pro každou pořízenou licenci na software můžete vytvořit a uložit libovolný počet instancí softwaru na libovolných serverech nebo úložných médiích. Můžete tak učinit pouze s cílem uplatnit své právo k provozování instancí softwaru v rámci jakýchkoli licencí, jak je popsáno v příslušných užívacích právech (nesmíte například distribuovat instance třetím stranám).

h. **Obsažené programy společnosti Microsoft.** Software obsahuje další programy společnosti Microsoft. Tyto licenční podmínky se vztahují na vaše užívání těchto programů.

3. **DALŠÍ LICENČNÍ POŽADAVKY A UŽÍVACÍ PRÁVA.**

a. **Licence pro klientský přístup (CAL) k produktu Windows Server 2012.**

i. Musíte získat příslušnou licenci CAL a přiřadit ji každému zařízení nebo uživateli, který přímo nebo nepřímo přistupuje k instancím serverového softwaru. Hardwarový oddíl nebo server bladeje je považován za samostatné zařízení.

- Licence CAL nepotřebujete pro žádné uživatele ani zařízení přistupující k webovým úlohám.

- Licence CAL nepotřebujete pro žádné uživatele ani zařízení přistupující k vysoce výkonné výpočetní úloze HPC.

- Licence CAL nepotřebujete pro žádný server licencovaný ke spouštění instancí serverového softwaru.

- Licence CAL nebudete potřebovat pro nejvýše dva uživatele nebo zařízení, kteří přistupují k instancím serverového softwaru pouze za účelem správy těchto instancí.

- Pro spuštění jakékoli instance ve fyzickém operačním systému používaném výhradně k následujícím účelům nepotřebujete licence CAL:

  - spuštění softwaru pro virtualizaci hardwaru,

  - poskytování služeb virtualizace hardwaru,

  - spuštění softwaru pro správu a servis prostředí operačního systému na licencovaném serveru.

- Licence CAL umožňují přístup k dřívějším, ale nikoli pozdějším verzím serverového softwaru. Pokud pracujete se starší verzí instancí, můžete rovněž používat licence CAL odpovídající této verzi.

ii. Některé funkce serverového softwaru vyžadují další licence CAL, jak je uvedeno níže.

- Licence ke službě Vzdálená plocha systému Windows Server 2012 R2: Licence CAL ke službě Vzdálená plocha systému Windows Server 2012

- Služba AD RMS (Active Directory Rights Management Services) systému Windows Server 2012 R2: Licence CAL ke službě AD RMS systému Windows Server 2012

iii. **Typy licencí CAL.** Existují dva typy licencí CAL: na zařízení a na uživatele. Každá licence CAL na zařízení umožňuje jednomu zařízení (používanému libovolným uživatelem) přistupovat k instancím serverového softwaru na licencovaných serverech. Každá licence CAL na uživatele umožňuje jednomu uživateli používajícímu libovolné zařízení přistupovat k instancím serverového softwaru na licencovaných serverech. Smíte používat libovolnou kombinaci licencí CAL na uživatele a na zařízení.

iv. **Změna přiřazení licencí CAL.** Můžete:

- trvale změnit přiřazení licence CAL na zařízení z jednoho zařízení na druhé nebo licence CAL na uživatele z jednoho uživatele na druhého nebo

- dočasně změnit přiřazení licence CAL na zařízení na náhradní zařízení, je-li původní zařízení mimo provoz, nebo licence CAL na uživatele na jiného uživatele, je-li původní uživatel nepřítomen.

v. **Licence ke službě Vzdálená plocha systému Windows Server 2012 R2.** Kromě licence CAL k produktu Windows Server 2012 si musíte pořídit licenci CAL ke službě Vzdálená plocha systému Windows Server 2012 pro každého

uživatele nebo zařízení přistupující (i) přímo či nepřímo k funkcím služby Vzdálená plocha nebo (ii) přímo či nepřímo k serverovému softwaru, který je hostitelem grafického uživatelského rozhraní (pomocí funkcí služby Vzdálená plocha systému Windows Server 2012 R2 nebo jiné technologie). Další informace o licencích CAL ke službě Vzdálená plocha systému Windows Server 2012 naleznete na adrese go.microsoft.com/fwlink/?linkid=294095.

vi. **Licence CAL ke službě AD RMS (Active Directory Rights Management Services) systému Windows Server 2012.** Kromě licence CAL k produktu Windows Server 2012 si musíte pořídit licenci CAL ke službě AD RMS (Active Directory Rights Management Services) systému Windows Server 2012 pro všechny uživatele či zařízení, jež přímo či nepřímo přistupují k funkcím služby AD RMS systému Windows Server 2012 R2.

vii. Serverový software lze používat v režimu „na zařízení nebo na uživatele" nebo v režimu „na server". V režimu „na zařízení nebo na uživatele" potřebujete licenci CAL na software Windows Server 2012 pro každé zařízení nebo uživatele, kteří přímo či nepřímo přistupují k instancím serverového softwaru na licencovaných serverech. V režimu „na server" potřebujete a jste povinni s výlučnou platností vyhradit pro instanci serverového softwaru takový počet licencí CAL k produktu Windows Server 2012, jaký je nejvyšší počet zařízení a uživatelů, kteří mohou přímo či nepřímo současně přistupovat k této instanci. Tento režim můžete změnit pouze jednou, a to z režimu „na server" na režim „na zařízení nebo na uživatele". Pokud tuto změnu provedete, zůstane vám stejný počet licencí CAL k produktu Windows Server 2012.

b. **Multiplexování.** Hardware nebo software, který používáte ke

- sdružování připojení,

- přesměrování informací,

- snižování počtu zařízení nebo uživatelů, jež mají přímý přístup k serverovému softwaru,

- snížení počtu zařízení nebo uživatelů, které software přímo spravuje

(někdy označováno termínem multiplexování nebo sdružování), nesnižuje požadovaný počet licencí libovolného typu.

c. **Písma.** Pokud je software spuštěný, smíte používat jeho písma k zobrazení a tisku obsahu. Smíte pouze:

- vkládat písma do obsahu s omezeními, která jsou určena v podmínkách pro vkládání písem, a

- dočasně je stáhnout do tiskárny nebo jiného výstupního zařízení pro tisk obsahu.

d. **Ikony, obrázky a zvuky.** Je-li software spuštěn, můžete používat jeho ikony, obrázky, zvuky a média, ale nesmíte je sdílet. Vzorové obrázky, zvuky a média poskytnuté se softwarem jsou určeny jen pro nekomerční použití.

e. **Zákaz rozdělení serverového softwaru.** Serverový software nesmíte oddělit pro použití ve více než jednom prostředí operačního systému v rámci jedné licence, není-li to výslovně povoleno. To se vztahuje i na situace, kdy jsou v rámci jednoho fyzického hardwarového systému k dispozici různá prostředí operačního systému.

f. **Další funkce.** Společnost Microsoft může poskytovat další funkce pro software. Mohou se na ně vztahovat další licenční podmínky či poplatky.

g. **Maximální počet instancí.** Software nebo váš hardware může omezit počet instancí serverového softwaru, které lze spustit ve fyzickém nebo virtuálním prostředí operačního systému serveru.

4. **POVINNÁ AKTIVACE.** Aktivace spojuje použití softwaru s určitým zařízením. V průběhu aktivace odešle software informace o softwaru a zařízení společnosti Microsoft. Tyto informace zahrnují verzi, jazyk a produktový klíč softwaru, adresu IP zařízení a informace získané z konfigurace hardwaru zařízení. Další informace naleznete na adrese www.microsoft.com/piracy/. Použitím tohoto softwaru vyjadřujete svůj souhlas s přenosem těchto informací. Máte-li řádnou licenci, máte právo užívat instalovanou verzi softwaru po dobu instalačního procesu až do doby povolené pro aktivaci. Není-li software aktivován, nemáte právo k jeho užívání po uplynutí lhůty povolené pro aktivaci. Cílem je zabránit použití softwaru bez licence. Obcházení či jiné překonání aktivace není povoleno. Pokud je zařízení připojeno k Internetu, může se software automaticky připojit ke společnosti Microsoft a aktivovat se. Software můžete rovněž aktivovat ručně, a to telefonicky nebo prostřednictvím Internetu. Pokud tak učiníte, mohou vám být účtovány telefonní poplatky a poplatky za přístup k Internetu. Některé změny vašich počítačových komponent nebo softwaru mohou vyžadovat opakovanou aktivaci softwaru. Software vás bude upozorňovat na nutnost aktivace, dokud ji neprovedete.

5. **OVĚŘENÍ.**

a. Software bude čas od času provádět ověření či aktualizaci nebo vyžadovat stažení ověřovací funkce softwaru. V rámci ověření probíhá kontrola, zda byl software aktivován a zda je správně licencován. Ověření rovněž umožňuje použít určité funkce softwaru nebo získat další výhody. Další informace naleznete na adrese go.microsoft.com/fwlink/?linkid=39157.

b. V průběhu ověření odešle software informace o softwaru a zařízení společnosti Microsoft. Mezi tyto informace patří verze a kód Product Key softwaru a adresa IP zařízení. Společnost Microsoft tyto informace nepoužije k vaší identifikaci ani k vašemu kontaktování. Použitím tohoto softwaru vyjadřujete svůj souhlas s přenosem těchto informací. Další informace o ověřování a o informacích odesílaných v jeho průběhu naleznete na adrese

go.microsoft.com/fwlink/?linkid=69500.

c. Pokud je po ověření zjištěno, že software není správně licencován, může tato skutečnost ovlivnit některé funkce softwaru. Může se například stát, že:

- bude nutné software znovu aktivovat nebo

- budete dostávat připomenutí k získání správně licencované kopie softwaru,

nebo že nebudete moci:

- použít nebo nadále používat některé funkce softwaru nebo

- získat některé aktualizace nebo upgrady od společnosti Microsoft.

d. Aktualizace a upgrady softwaru můžete získat pouze od společnosti Microsoft nebo z ověřených zdrojů. Další informace o získání aktualizací z autorizovaných zdrojů naleznete na adrese go.microsoft.com/fwlink/?linkid=69502.

6. INTERNETOVÉ SLUŽBY. Společnost Microsoft poskytuje se softwarem internetové služby. Tyto služby může kdykoli změnit nebo zrušit.

a. Souhlas pro internetové služby. Softwarové funkce popsané níže a v dokumentu Nejdůležitější body ochrany osobních údajů pro systém Windows Server se připojují k počítačovým systémům společnosti Microsoft nebo poskytovatele služeb prostřednictvím Internetu. V některých případech nebudete na toto připojení výslovně upozorněni. Tyto funkce můžete vypnout nebo je nepoužívat. Další informace o těchto funkcích naleznete na adrese go.microsoft.com/fwlink/?linkID=280262. **Použitím těchto funkcí vyjadřujete svůj souhlas s přenosem těchto informací.** Společnost Microsoft tyto informace nepoužije k vaší identifikaci ani k vašemu kontaktování.

Informace o počítači. Následující funkce používají internetové protokoly, které příslušným systémům odesílají informace o počítači, například internetovou adresu, typ operačního systému, prohlížeč, název a verzi softwaru, který používáte, a kód jazyka zařízení, v němž je software spuštěn. Společnost Microsoft tyto informace používá ke zpřístupnění internetových služeb.

- Funkce Windows (nebo Microsoft) Update. K zařízení, v němž jste software nainstalovali, smíte připojit nový hardware. Je možné, že ve vašem zařízení nejsou k dispozici ovladače nutné ke komunikaci s tímto hardwarem. Je-li tomu tak, funkce aktualizace softwaru mohou získat od společnosti Microsoft správný ovladač a nainstalovat jej v zařízení. Tuto funkci aktualizace můžete vypnout.

- Funkce webového obsahu. Funkce v softwaru mohou načítat související obsah od společnosti Microsoft a poskytovat vám jej. Mezi tyto funkce patří například kliparty, šablony, školení online, pomoc online a AppsHelp. Tyto funkce webového obsahu nemusíte používat.

Digitální certifikáty. Software používá digitální certifikáty. Tyto digitální certifikáty potvrzují identitu uživatelů Internetu odesíláním šifrovaných informací standardu X.509. Mohou být také použity k digitálnímu podpisu souborů a maker, pro ověření integrity a původu obsahu souborů. Software načítá certifikáty a aktualizuje seznamy odvolaných certifikátů prostřednictvím Internetu.

Automatická aktualizace kořenového adresáře. Funkce automatické aktualizace kořenového adresáře aktualizuje seznam důvěryhodných certifikačních úřadů. Funkci automatické aktualizace kořenového adresáře můžete vypnout.

Správa práv k digitálním médiím služby Windows Media. Vlastníci obsahu používají technologii správy práv k digitálním médiím pro službu Windows Media (WMDRM) k ochraně svých práv duševního vlastnictví včetně práv autorských. Tento software a software třetích stran používá technologii WMDRM k přehrávání a kopírování obsahu chráněného technologií WMDRM. Pokud se ochrana obsahu prostřednictvím softwaru nezdaří, mohou vlastníci obsahu požádat společnost Microsoft o odvolání práva k užívání softwaru pro přehrávání nebo kopírování obsahu chráněného technologií WMDRM. Odvolání neovlivní ostatní obsah. Při stahování licencí pro chráněný obsah souhlasíte s tím, že společnost Microsoft může s těmito licencemi poskytnout i seznam odvolání. Vlastníci obsahu mohou požadovat, abyste pro přístup k jejich obsahu upgradovali technologii WMDRM. Před provedením upgradu zobrazí software společnosti Microsoft obsahující technologii WMDRM žádost o váš souhlas. Pokud provedení upgradu odmítnete, nebudete moci přistupovat k obsahu vyžadujícímu upgrade. Funkce WMDRM přistupující k Internetu je možné vypnout. Jsou-li tyto funkce vypnuty, můžete i nadále přehrávat obsah, pro který máte platnou licenci.

Program Windows Media Player. Používáte-li program Windows Media Player, bude u společnosti Microsoft kontrolovat, zda nejsou k dispozici:

- kompatibilní hudební služby online ve vaší oblasti,

- nové verze přehrávače a

- kodeky, pokud vaše zařízení neobsahuje správné kodeky pro přehrávání obsahu.

Tuto poslední funkci můžete vypnout. Další informace naleznete na adrese www.microsoft.com/windows/windowsmedia/player/12/privacy.aspx.

Zjišťování sítě. Tato funkce určuje, zda je systém připojen k síti, a to prostřednictvím pasivního sledování síťového provozu nebo aktivních dotazů DNS či HTTP. Dotaz přenáší pouze standardní informace TCP/IP nebo DNS pro účely směrování. Funkci aktivního dotazování můžete vypnout.

nastavením registru.

Služba Systémový čas. Tato služba jednou týdně synchronizuje čas v počítači se správným časem na serveru time.windows.com. Tuto funkci můžete vypnout nebo můžete pomocí apletu ovládacího panelu Datum a čas zvolit upřednostňovaný zdroj času. Toto připojení používá standardní protokol NTP.

Překládání adres (NAT) službou Traversal (Teredo) do protokolu IPv6. Tato funkce pomáhá existující domácí bráně sítě Internet s překladem do protokolu IPv6. Protokol IPv6 je nová generace internetového protokolu. Umožňuje povolit koncová připojení často požadovaná aplikacemi typu peer-to-peer. Proto se při každém spuštění softwaru pokusí klient služby Teredo lokalizovat veřejnou internetovou službu Teredo. Učiní tak odesláním dotazu prostřednictvím Internetu. Tento požadavek pouze přenáší standardní informace DNS umožňující určit, jestli je váš počítač připojen k síti Internet, a lokalizovat veřejnou službu Teredo. Pokud:

- používáte aplikaci, která vyžaduje připojení IPv6, nebo

- nakonfigurujete bránu firewall tak, aby vždy povolila připojení pomocí protokolu IPv6,

budou informace internetového protokolu standardně odesílány službě Teredo společnosti Microsoft v pravidelných intervalech. Žádné další informace nebudou společnosti Microsoft zasílány. Toto výchozí nastavení můžete změnit tak, aby byly použity servery jiných výrobců, než je společnost Microsoft. Tuto funkci můžete také vypnout pomocí nástroje příkazového řádku s názvem „netsh".

Služba AD RMS (Active Directory Rights Management Services) systému Windows Server 2012 R2. Software obsahuje funkci umožňující vytvořit obsah, který nelze bez vašeho souhlasu vytisknout, zkopírovat ani odeslat ostatním uživatelům. Chcete-li tuto funkci použít poprvé, musíte se připojit ke společnosti Microsoft. Jednou za rok se musíte ke společnosti Microsoft připojit znovu a tuto funkci aktualizovat. Další informace naleznete na adrese www.microsoft.com/rms. Tuto funkci nemusíte používat.

Akcelerátory. Pokud na akcelerátor kliknete v prohlížeči Internet Explorer nebo na něm ponecháte ukazatel myši, poskytovateli služby mohou být zaslány následující informace:

- titulek a celá internetová adresa nebo adresa URL aktuální webové stránky,

- standardní informace o počítači a

- jakýkoli obsah, který jste případně vybrali.

Pokud používáte akcelerátor dodaný společností Microsoft, odesílané informace se budou řídit Prohlášením společnosti Microsoft o zásadách ochrany osobních údajů online, které je k dispozici na adrese go.microsoft.com/fwlink/?linkid=31493. Pokud používáte akcelerátor dodaný třetí stranou, použití odeslaných informací bude podléhat zásadám ochrany osobních údajů uplatňovaným třetí stranou.

7. TECHNOLOGIE UKLÁDÁNÍ DAT. Software serveru obsahuje technologii ukládání dat označovanou jako interní databáze systému Windows. Komponenty softwaru serveru používají tuto technologii k ukládání dat. Podle této smlouvy nesmíte tuto technologii užívat ani k ní přistupovat jiným způsobem.

8. TESTOVÁNÍ ROZHRANÍ MICROSOFT .NET TYPOVOU ÚLOHOU. Software zahrnuje jednu nebo více součástí rozhraní .NET Framework („Součásti .NET"). Smíte provádět interní testování těchto součástí typovou úlohou. Výsledky testování takových součástí typovou úlohou smíte zveřejnit, je však nutné dodržet podmínky stanovené na adrese go.microsoft.com/fwlink/?linkID=66406. Bez ohledu na jakoukoli smlouvu, kterou můžete mít se společností Microsoft, platí, že pokud zpřístupníte takovéto výsledky testů typovou úlohou, bude mít společnost Microsoft právo zpřístupnit výsledky testu typovou úlohou, které provede na vašich produktech konkurujících příslušné součásti .NET, za předpokladu, že budou taktéž dodrženy podmínky stanovené na adrese go.microsoft.com/fwlink/?linkID=66406.

9. ROZSAH LICENCE. Software se neprodává, pouze se uděluje licence k jeho užívání. Tato smlouva vám poskytuje pouze určitá práva k softwaru. Všechna ostatní práva si vyhrazuje Microsoft. Pokud vám rozhodné právo bez ohledu na tato omezení neposkytuje více práv, smíte software užívat pouze způsobem výslovně povoleným v této smlouvě. Současně musíte dodržovat veškerá technická omezení v softwaru, která umožňují jeho používání pouze určitými způsoby. Další informace naleznete v dokumentaci k softwaru. Zákazník nesmí:

- překračovat žádná technická omezení softwaru,

- provádět zpětnou analýzu softwaru, jeho dekompilaci ani převod ze strojového kódu s výjimkou a v rozsahu takových aktivit, které jsou výslovně povoleny rozhodným právem bez ohledu na toto omezení,

- používat soubory a komponenty softwaru v jiném operačním systému nebo v aplikaci běžící v jiném operačním systému;

- vytvářet více kopií softwaru, než je určeno v této smlouvě nebo povoleno rozhodným právem bez ohledu na toto omezení,

- zveřejnit software, aby jej ostatní mohli kopírovat,

- pronajímat software, půjčovat jej nebo poskytovat na leasing ani

uživat software pro komerční hostitelské služby.

Práva přístupu k softwaru z jakéhokoli zařízení vám nedávají žádné oprávnění k implementaci patentů společnosti Microsoft či jiného duševního vlastnictví společnosti Microsoft obsažených v softwaru nebo zařízeních přistupujících k takovému zařízení.

10. **ZÁLOŽNÍ KOPIE.** Smíte zhotovit jednu záložní kopii softwarového média. Smíte ji použít pouze k vytváření instancí softwaru.

11. **DOKUMENTACE.** Jakákoli osoba, která má platný přístup k vašemu počítači nebo k interní síti, smí kopírovat a používat dokumentaci pouze pro vaše interní referenční účely.

12. **NEPRODEJNÁ VERZE SOFTWARU.** Software označený jako Neprodejná verze („NFR" nebo „Not for Resale") nesmíte prodat.

13. **VERZE SOFTWARU PRO VZDĚLÁVÁNÍ.** Software označený jako Verze pro vzdělávání („Academic Edition" nebo „AE") jste oprávněni používat pouze v případě, že jste oprávněný uživatel ve vzdělávání („Qualified Educational User"). Pokud si nejste jisti, zda patříte mezi oprávněné uživatele ve vzdělávání, navštivte web www.microsoft.com/education nebo se obraťte na afilaci společnosti Microsoft ve vaší zemi.

14. **PŘECHOD NA STARŠÍ VERZI PRODUKTU.** Místo vytvoření, uložení a používání softwaru můžete v každé povolené instanci vytvořit, uložit a používat starší verzi následujících edicí tohoto softwaru:

    · Windows Server Standard

    · Windows Server Enterprise

    · Windows Server Essentials

    · Windows Web Server

    · Serverový operační systém Windows HPC

    Tato smlouva se vztahuje na vaše používání starších verzí výše uvedených edic. Aby nedošlo k pochybnostem, v případě zvolení této možnosti downgradu: (i) nebudete mít právo k vytvoření, uložení nebo používání většího počtu instancí softwaru, než kolik je povoleno v této smlouvě, a (ii) budete muset pořídit licence pro počet procesorů ve fyzickém serveru podle oddílu 2 této smlouvy. Pokud starší verze obsahuje odlišné součásti neuvedené v této smlouvě, vztahují se na jejich používání podmínky platné pro tyto součásti ve starší verzi těchto edic. Výrobce, instalátor ani společnost Microsoft vám nejsou povinni poskytnout předchozí verze nebo jiné edice. Starší verzi nebo edici můžete kdykoli nahradit touto verzí a edicí softwaru.

15. **DOKLAD O LICENCI („Proof of License" nebo „POL").** Pokud jste software získali na serveru, disku nebo na jiném médiu, vaším dokladem o licenci je pravý štítek Certifikát pravosti dodaný společně se serverem. Tento štítek musí být připevněn na serveru nebo

uveden na balení softwaru výrobce nebo instalátora, jinak není platný. Štítky Certifikát pravosti pro další licence přilepí výrobce nebo instalátor na balení. Pokud tento štítek obdržíte jiným způsobem, je neplatný. Měli byste ponechat štítek na serveru nebo si ponechat jakékoli štítky na balení jako doklad toho, že jste nabyvatelem licence na používání softwaru. Informace o určení pravého softwaru společnosti Microsoft naleznete na adrese www.howtotell.com.

16. **PŘEVOD NA TŘETÍ STRANU.** Software smíte převést přímo na třetí stranu pouze spolu s licencovaným serverem, se všemi štítky Certifikát pravosti, se všemi případnými dodatečnými licencemi dodanými se serverem a s touto smlouvou. Před jakýmkoli povoleným převodem musí druhá strana souhlasit s tím, že se na převod a užívání softwaru vztahuje tato smlouva. Nesmíte si ponechat žádné kopie softwaru, pokud si současně neponecháte také další licenci na software.

17. **POZNÁMKA O STANDARDU VIDEA H.264/AVC A STANDARDU VIDEA VC-1.** Tento software obsahuje technologie vizuální komprese H.264/AVC a VC-1. Společnost MPEG LA, L.L.C. vyžaduje tuto doložku:

    TENTO PRODUKT JE LICENCOVÁN NA ZÁKLADĚ LICENCÍ K PORTFOLIU PATENTŮ VIDEA H.264/AVC A VC-1 PRO OSOBNÍ A NEKOMERČNÍ POUŽITÍ SPOTŘEBITELEM („STANDARDY VIDEA") KE KÓDOVÁNÍ VIDEA V SOULADU S VÝŠE UVEDENÝMI STANDARDY („STANDARDY VIDEA") ANEBO (ii) K DEKÓDOVÁNÍ VIDEA VE STANDARDU H.264/AVC A VC-1 ZAKÓDOVANÉHO SPOTŘEBITELEM PŘI OSOBNÍ A NEKOMERČNÍ ČINNOSTI ANEBO ZÍSKANÉHO OD POSKYTOVATELE VIDEA, KTERÝ MÁ LICENCI K POSKYTOVÁNÍ TAKOVÉHO VIDEA. ŽÁDNÁ DALŠÍ LICENCE K JAKÉMUKOLI JINÉMU POUŽITÍ SE NEUDĚLUJE ANI NEPŘEDPOKLÁDÁ.

    S dotazy týkajícími se těchto standardů videa se obracejte na společnost MPEG LA, L.L.C; viz web www.mpegla.com.

18. **VÝVOZNÍ OMEZENÍ.** Software podléhá nařízením a zákonům o vývozu platným ve Spojených státech amerických. Musíte dodržovat všechna příslušná místní i mezinárodní nařízení a zákony o vývozu vztahující se na software. Tyto zákony stanovují omezení míst určení, koncových uživatelů a koncového užívání. Další informace naleznete na adrese www.microsoft.com/exporting.

19. **SLUŽBY TECHNICKÉ PODPORY.** Se žádostí o odbornou pomoc se obraťte na výrobce nebo instalátora. Uveďte číslo odborné pomoci poskytnuté od společnosti Microsoft poskytuje společnost Microsoft odbornou pomoc způsobem popsaným na adrese www.support.microsoft.com/common/international.aspx.

20. **ÚPLNÁ DOHODA.** Tato smlouva (včetně záruky uvedené níže) a podmínky pro doplňky, aktualizace, internetové služby a služby odborné pomoci, které užíváte, tvoří úplnou dohodu ohledně softwaru a služeb odborné pomoci.

21. **ROZHODNÉ PRÁVO.**

OMEZENÁ ZÁRUKA

A. OMEZENÁ ZÁRUKA. Budete-li dodržovat pokyny, bude software v podstatných rysech fungovat tak, jak je popsáno v materiálech společnosti Microsoft, které jste obdrželi v softwaru nebo spolu s ním.

Odkazy na „omezenou záruku" jsou odkazy na výslovnou záruku poskytovanou výrobcem nebo instalátorem. Tato záruka se poskytuje navíc k jiným zákonným právům a prostředkům nápravy včetně práv a prostředků nápravy, jež jsou v souladu se zákonnými zárukami místního spotřebitelského práva.

B. ZÁRUČNÍ PODMÍNKY, OSOBA, V JEJÍŽ PROSPĚCH JE ZÁRUKA POSKYTNUTA, DÉLKA VEŠKERÝCH PŘEDPOKLÁDANÝCH ZÁRUK. Omezená záruka pokrývá užití softwaru po dobu 90 dní ode dne, kdy jej získal první uživatel. Pokud v průběhu těchto 90 dní obdržíte dodatky, aktualizace nebo náhradní software, bude se na ně vztahovat záruka po zbytek záruční doby nebo po dobu 30 dní, podle toho, které z těchto období je delší. Pokud software převedete, bude se zbytek záruční doby vztahovat na příjemce.

V rozsahu povoleném zákonem mají všechny předpokládané záruky, garance nebo podmínky platnost pouze po dobu trvání omezené záruky. Některé státy neumožňují omezení doby trvání předpokládané záruky, a proto se na vás tato omezení nemusí vztahovat. Nemusí se na vás rovněž vztahovat proto, že některé státy neumožňují omezení doby trvání předpokládaných záruk, garancí či podmínek.

C. VYLOUČENÍ ZE ZÁRUKY. Tato záruka se nevztahuje na potíže způsobené vaším konáním (nebo nekonáním), konáním jiných osob nebo událostmi, které jsou mimo přiměřenou kontrolu výrobce, instalátora nebo společnosti Microsoft.

D. PROSTŘEDKY NÁPRAVY PŘI PORUŠENÍ ZÁRUKY. Výrobce nebo instalátor podle svého uvážení (i) bezplatně opraví nebo nahradí software, nebo (ii) přijme vrácení softwaru se serverem a nahradí případnou uhrazenou částku. Výrobce nebo instalátor rovněž opraví nebo nahradí doplňky, aktualizace nebo náhradní software nebo nahradí částku, kterou jste za ně případně zaplatili. Máte-li dotazy ohledně zásad pro náhrady, obraťte se na výrobce nebo instalátora. Toto jsou jediné prostředky nápravy za porušení omezené záruky.

E. PRÁVA ZÁKAZNÍKŮ NEJSOU DOTČENA. Podle místních zákonů můžete mít další spotřebitelská práva, která tato smlouva nemůže změnit.

F. POSTUPY PŘI UPLATNĚNÍ ZÁRUKY. Obraťte se na výrobce nebo instalátora a zjistěte postup získání záručního servisu na software. Chcete-li obdržet náhradu, musíte postupovat v souladu se zásadami náhrad příslušného prodejce nebo instalátora.

G. ŽÁDNÉ DALŠÍ ZÁRUKY. Tato omezená záruka je jedinou přímou zárukou, kterou

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a. Spojené státy americké. Pokud jste tento software získali ve Spojených státech amerických, řídí se výklad této smlouvy bez ohledu na kolizní ustanovení práva zákony státu Washington a tyto zákony se vztahují na nároky spojené s jejím porušením. Všechny ostatní nároky, včetně nároků spojených s místními zákony na ochranu spotřebitele, se zákony proti nekalé soutěži a s občanskoprávními delikty, se řídí zákony státu, v němž žijete.

b. Mimo území Spojených států americké. Pokud jste software získali na území jakékoli jiné země, bude se tato smlouva řídit zákony této země.

22. PRÁVNÍ ÚČINKY. Tato smlouva popisuje určitá zákonná práva. Zákony vašeho státu nebo země vám mohou poskytovat i další práva. Můžete mít rovněž určitá práva ve vztahu ke straně, od níž jste software získali. Tato smlouva nemění vaše práva v rámci právního řádu vašeho státu nebo země, pokud právní řád vašeho státu nebo země nepovoluje jejich změnu.

23. OMEZENÍ A VYLOUČENÍ NÁHRADY ŠKODY. S výjimkou případné náhrady, kterou může poskytnout výrobce nebo instalátor, nezískáte náhradu za žádné škody, včetně následných škod, ušlého zisku a zvláštních, nepřímých nebo náhodných škod.

Toto omezení se vztahuje

- na všechny záležitosti související se softwarem, službami, obsahem na internetových stránkách třetích stran (včetně kódu) nebo programy třetích stran a

- na nároky vyplývající z porušení smlouvy, porušení záruky, garance nebo podmínky, objektivní odpovědnost, nedbalost nebo jiné občanskoprávní delikty v rozsahu povoleném rozhodným právem.

Omezení se uplatní i v případě, že

- oprava, výměna či refundace za software nepředstavuje úplnou kompenzaci všech ztrát, nebo

- výrobce nebo instalátor či společnost Microsoft věděli nebo měli vědět o možnosti vzniku takových škod.

Některé státy neumožňují vyloučení či omezení následných či náhodných škod, výše uvedené omezení nebo vyloučení se na vás proto nemusí vztahovat. Nemusí se na vás rovněž vztahovat v případě, že váš stát neumožňuje vyloučení nebo omezení náhodných, následných nebo jiných škod.

výrobce nebo instalátor poskytuje. Výrobce či instalátor ani společnost Microsoft neposkytují žádné jiné výslovné záruky, garance ani podmínky. V rozsahu povoleném místními zákony výrobce či instalátor a společnost Microsoft vylučují předpokládané záruky prodejnosti, vhodnosti pro určitý účel a neporušení práv. Pokud vám vaše místní zákony poskytují jakékoli předpokládané záruky, garance nebo podmínky bez ohledu na toto omezení, jsou vaše prostředky nápravy popsány v klauzuli Prostředky nápravy při porušení záruky uvedené výše, a to v rozsahu povoleném vašimi místními zákony.

POUZE PRO AUSTRÁLII. Odkazy na „omezenou záruku" jsou odkazy na záruku poskytovanou výrobcem nebo instalátorem. Tato záruka se poskytuje navíc k jiným zákonným právům a prostředkům nápravy včetně práv a prostředků nápravy, jež jsou v souladu se zákonnými zárukami australského spotřebitelského práva. Zboží se dodává se zárukami, které podle australského spotřebitelského práva nelze vyloučit. Máte nárok na výměnu nebo náhradu z důvodu zásadní vady a na kompenzaci z důvodu jakékoli jiné důvodně předvídatelné ztráty nebo škody. Máte rovněž nárok na opravu nebo výměnu zboží, pokud zboží nemá přijatelnou kvalitu a tato vada není zásadní povahy.

Zboží předložené k opravě může být místo výměny nahrazeno opraveným zbožím stejného typu. Pro opravu zboží mohou být použity opravené díly.

Chcete-li získat informace o této záruce nebo nárokovat výdaje v souvislosti s případnou zárukou, obraťte se na výrobce či instalátora s použitím kontaktních informací, které jsou součástí balení systému.

H. OMEZENÍ A VYLOUČENÍ NÁHRADY ŠKODY ZA PORUŠENÍ ZÁRUKY. Na porušení této omezené záruky se vztahuje výše uvedené ustanovení o omezení a vyloučení náhrady škody.

Tato záruka vám poskytuje určitá zákonná práva. Můžete mít rovněž další práva, která se v jednotlivých regionech vaší země liší. Můžete mít rovněž další práva, která se v jednotlivých zemích liší.

Storage Software License Agreement

_____, located at _____ ("Licensor"), and
_____, with a principal place of business at _____
("Licensee"), agree that this Storage Software License Agreement ("SSLA") shall govern any Software and Distributed Software listed on an Order accepted by Licensor after the date of last signature below (the "Effective Date").

1.0 DEFINITIONS

1.1 "Core Software" shall mean the programming, microcode and/or firmware and related documentation that is included with the Designated Storage System to enable it to perform its basic functions, but excludes Enterprise Storage Software, Distributed Software and Maintenance Aids.

1.2 "Designated Storage System" shall mean Equipment consisting of a data storage device, identified by a serial number on its cabinetry or on its packing slip, on which the Core Software operates.

1.3 "Distributed Software" shall mean that programming and its related documentation, for use on the Designated Storage System or Host CPU, which is available subject to a "break-the-seal," hard-copy license agreement or a license agreement which requires an indication of acceptance thereof by electronic means.

1.4 "Enterprise Storage Software" shall mean the computer programming (and its related documentation), in object code form only, which is designed for use on the Designated Storage System and/or Host CPU and related items, if any.

1.5 "Equipment" shall mean the computer related hardware, including but not limited to data storage devices, identified on an Order accepted by Licensor.

1.6 "Host CPU" shall mean a central processing unit designated by Licensee to operate with the Designated Storage System.

1.7 "Maintenance Aids" shall mean any hardware, programming or other items used by Manufacturer or its third party suppliers to perform diagnostic or remedial activities under warranty or maintenance.

1.8 "Manufacturer" shall mean EMC Corporation

1.9 "Order" shall mean a document, which is signed by Licensee, and states the Software and/or Distributed Software that Licensee seeks to obtain from Licensor.

1.10 "Product Notice" shall mean the notice by which Manufacturer informs licensees of Manufacturer Software of Software's then current warranty, warranty upgrade and maintenance terms by means of written notices, published specifications and/or a posting on the applicable Manufacturer website (currently www.emc.com/products/warranty_maintenance/index.jsp).

1.11 "Software" shall mean (i) Core Software, (ii) Enterprise Storage Software, and (iii) all related documentation, and any subsequent releases thereof provided by Licensor, but excludes Distributed Software and Maintenance Aids.

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<one line to give the program's name and a brief idea of what it does.>
Copyright (C) <year> <name of author>

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Also add information on how to contact you by electronic and paper mail.

If the program does terminal interaction, make it output a short notice like this when it starts in an interactive mode:

<program> Copyright (C) <year> <name of author>
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This is free software, and you are welcome to redistribute it under certain conditions; type `show c' for details.

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Příloha č. 7

Podmínky poskytování záruky

1. **Záruka**

   1.1 K Dílu je poskytována záruka v rozsahu stanoveném v odst. 11.2 Smlouvy. Níže uvedená ustanovení upravují podmínky poskytování záruky.

   1.2 Záruka je Dodavatelem poskytována v místě instalace Systému, a to jako pravidelný a reaktivní záruční servis. Záruku lze poskytovat též pro činnosti, které nevyžadují přítomnost na místě instalace Systému, a to vzdáleně prostředky vzdáleného přístupu. Činnosti, které vyžadují přítomnost na místě instalace Systému, zajišťuje Dodavatel. Záruku nelze poskytovat např. pouhým zasláním náhradního dílu a instrukcemi na jeho výměnu.

   1.3 Dodavatel bude poskytovat jediné kontaktní místo pro hlášení vad a požadavků na servis všech dodaných systémů. Musí být zajištěna možnost hlášení vad 24 hodin denně (nonstop) a možnost vnést požadavek na servis v pracovní dny v době od 8:00 do 16:00 hodin.

   1.4 Jakékoliv záruční opravy musí být prováděny takovým způsobem, aby byly minimalizovány dopady na provoz a dostupnost Systému.

   1.5 Vyžaduje-li řádné poskytování záruky odstávku Systému či jeho podstatné části, mohou tyto probíhat maximálně dvakrát za kvartál kalendářního roku, pokud závazná legislativa nestanovuje častěji. Takové odstávky, prováděné na základě harmonogramu, v časovém okně a v rozsahu odsouhlaseném Objednatelem, se nepovažují za vadu či trvání vady.

2. **Záruční servis - pravidelný**

   2.1 Pravidelný záruční servis zařízení Velkého clusteru zahrnuje zejména

   - záruční servisní práce a služby předepsané závaznou legislativou,
   - záruční servisní práce a služby předepsané výrobcem předmětného zařízení

   (dál jen „**Pravidelný servis**").

   2.2 Pravidelný servis musí pokrývat servis a údržbu vyžadovanou záručními podmínkami zařízení a systémů. Pravidelný servis je realizován Pravidelnými servisními zásahy. Pravidelný servis musí být poskytován v místě instalace.

   2.3 Pravidelné servisní zásahy budou prováděny na základě harmonogramu, v časovém okně a v rozsahu odsouhlaseném Objednatelem, a to v pracovní dny v době od 8:00 do 16:00 hodin. O výsledku Pravidelného servisního zásahu bude Objednatel písemně informován.

   2.4 Určení harmonogramu Pravidelných servisních zásahů bude nedílnou součástí uživatelské provozní dokumentace.

   2.5 Součástí Pravidelného servisu je také zajištění nových verzí software, dostupnost záplat, atd. Součástí Pravidelného servisu je rovněž pravidelná aktualizace programového vybavení systémů a jeho nastavení. Programovým vybavením systémů se rozumí firmware a ovladače hardware a management software technologií Požadované aktualizace jsou takové, které jsou určeny ke zvýšení

bezpečnosti, spolehlivosti, odstranění funkčních či výkonových nedostatků. Aktualizace programového vybavení budou prováděny s periodou maximálně 9 měsíců, nestanoví-li Objednatel periodu delší nebo neodmítne-li Objednatel explicitně provádění některých nebo všech aktualizací. Aktualizace určené k odstranění závažných problémů musí být prováděny dle jejich závažnosti bez zbytečných prodlení. Aktualizace programového vybavení musí být koordinovány s Objednatelem a jsou podmíněny jeho souhlasem. Objednateli bude po dobu záruky poskytnut Dodavatelem bezplatný přístup k bezpečnostním záplatám a aktualizacím programového vybavení systémů.

2.6 **Veškeré náklady na Pravidelný servis (materiál, práce, doprava, likvidace odpadu, apod.) jsou zahrnuty v ceně Díla dle odst. 13.1.1 Smlouvy.**

3. Záruční servis - reaktivní

3.1 Reaktivní záruční servis bude zajišťovat odstraňování vzniklých vad kategorie A, B a C. definovaných v kapitole 11.4 Smlouvy (dále jen „**Reaktivní servis**").

3.2 Reaktivní servis bude poskytován na základě:

- Vady zjištěné vzdáleným monitoringem, pokud je tento poskytován - o takto zjištěných vadách bude Objednatel bezodkladně informován předem určeným způsobem. Servisní tým dodavatele, bude Objednatele informovat o dalším plánovaném průběhu servisních akcí.
- Vady zjištěné přímo Objednatelem - takto zjištěné vady nahlásí Objednatel (v případě, že mu již nebylo nahlášeno zjištění těchto vad pomocí vzdáleného monitorování) Dodavateli kdykoliv předem určeným způsobem. Hlášení musí obsahovat základní technické a kontaktní informace obvykle: typ a identifikaci zařízení, popis závady, telefon a email kontaktní osoby Objednatele.

3.3 Určení způsobu předávání informací reaktivního servisu bude nedílnou součástí uživatelské provozní dokumentace.

3.4 **Pro vyloučení pochybností se uvádí, že cena za Reaktivní servis je zahrnuta v ceně Díla dle odst. 13.1.1 Smlouvy.**

Příloha č. 8

Projektový tým

Specialista v oboru architektury výpočetních clusterů	
Jméno a příjmení	Rudiger Wolf
Adresa	Philipp-Reisstr.12, 64807 Dieburg, Německo
E-mail	rgw@sgi.com
Telefon	+49 8946108147
Fax	+49 8946108148

Specialista v oboru úložných zařízení	
Jméno a příjmení	Guy Chesnot
Adresa	75016 Paříž, Francie
E-mail	gchesnot@sgi.com
Telefon	+33 1 34 88 80 21
Fax	+33 1 44 09 14 05

Specialista v oboru vysokorychlostních počítačových sítí (LAN i WAN)	
Jméno a příjmení	Gabriel Koren
Adresa	75000 Paříž, Francie
E-mail	gkoren@sgi.com
Telefon	+33 97299706654
Fax	+33 1 34 88 80 76

Specialista v oboru infrastruktury napájení a chlazení datových center	
Jméno a příjmení	John Scarborough
Adresa	2 Beeching Close, Upton, OXON, OX11 9JR, Velká Británie
E-mail	johns@sgi.com
Telefon	+44 118 927 8082
Fax	nemá

Specialista v oboru systémové a aplikační integrace	
Jméno a příjmení	Roland Richter
Adresa	18, Avenue Louis Casai, CH-1209 Geneva, Švýcarsko
E-mail	richter@sgi.com
Telefon	+41 79 658 36 10
Fax	nemá

Specialista v oboru koordinace a řízení projektu	
Jméno a příjmení	Marc Simon
Adresa	75000 Paříž, Francie
E-mail	smarc@sgi.com
Telefon	+33 1 34 88 80 85
Fax	nemá

Příloha č. 9

Oprávněné osoby

Za Objednatele:

ve věcech smluvních a ve věcech obchodních:

Jméno a příjmení	Branislav Jansík
Adresa	17. listopadu 15/2172, 708 33 Ostrava-Poruba
E-mail	branislav.jansik@vsb.cz
Telefon	+420 596 999 156

ve věcech technických a realizačních:

| Jméno a příjmení	Filip Staněk
Adresa	17. listopadu 15/2172, 708 33 Ostrava-Poruba
E-mail	filip.stanek@vsb.cz
Telefon	+420 597 329 025

Za Dodavatele:

ve věcech smluvních:

Jméno a příjmení	Michal Klimeš
Adresa	Technická 15, 616 00 Brno
E-mail	michalk@sgi.com
Telefon	+420 541 191 919

ve věcech obchodních a ve věcech technických a realizačních:

Jméno a příjmení	Luboš Kolář
Adresa	Technická 15, 616 00 Brno
E-mail	lkolar@sgi.com
Telefon	+420 225 372 760

Příloha č. 10

Zadávací dokumentace

(tvoří volnou přílohu na CD bez přílohy č. 3 zadávací dokumentace – závazný vzor smlouvy)
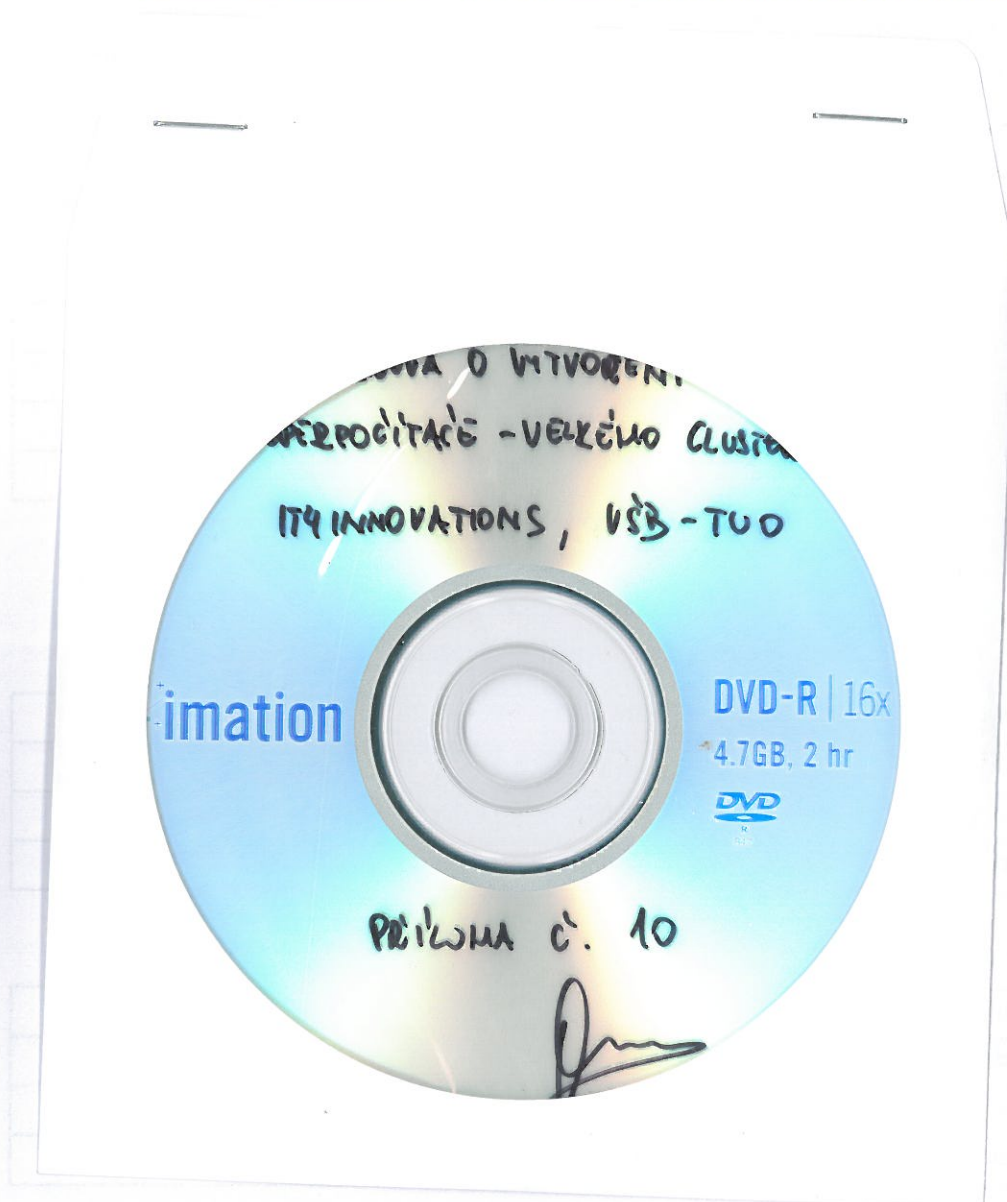
Příloha č. 11

Projektové řízení a podrobná pravidla řízení změn

Projektové řízení

1. Vypracováním, řízením a vedením dodávky Díla a řízením poskytování Proaktivního servisu a Systémové podpory je pověřen Dodavatel.

2. Rozdělení projektu na etapy a jednotlivé fáze musí být konzultováno a schváleno Objednatelem a musí být ve shodě s Harmonogramem plnění.

3. Dodavatel stanoví osobu odpovědnou za celkovou koordinaci projektu a také pro každou danou fázi či technologický celek projektu.

4. Objednatel se zavazuje kooperovat s Dodavatelem, poskytnout mu potřebné informace a podporu pro zdárné ukončení všech projektových fází v rozsahu dle Smlouvy. K tomu Objednatel také stanoví odpovědné osoby. Tyto osoby mohou být dodavateli dostupné pouze v rozsahu jejich pracovně právního vztahu (pracovní náplň, časové možnosti, pracovní doba).

5. O všech činnostech a skutečnostech musí Dodavatel vést podrobnou dokumentaci, jež musí být v průběhu celého projektu dostupná a předána Objednateli.

Podrobná pravidla řízení změn

1. Každý změnový požadavek musí být druhé smluvní straně předložen písemně, a to prokazatelným způsobem.

2. Změnový požadavek se stává změnou v okamžiku schválení změnového požadavku.

3. Každá změna musí být ještě před svým zapracováním písemně schválena oběma smluvními stranami, a to dokumentem nazvaným *„Záznam o schválení změnového požadavku".*

4. Změnou nesmí být narušeny cíle projektu.

5. Obě smluvní strany jsou povinny vyvinout maximální úsilí při jednání o změnovém požadavku ve snaze najít oboustrannou shodu.

6. Výsledkem jednání o změnovém požadavku může být i jeho odmítnutí, v takovém případě bude do dokumentu *„Záznam o schválení změnového požadavku"* jasně a srozumitelně uvedeno, proč poptávaná smluvní strana požadavek na změnu zamítá.

7. Součástí dokumentu *„Záznam o schválení změnového požadavku"* budou především následující náležitosti:

    a) Identifikace smluvní strany, jež o změnu žádá.

    b) Co možná nejpřesnější popis změnového požadavku vč. případných nákresů, schémat a dalších náležitostí, jež požadovanou změnu do detailu popisují.

    c) Vyjádření dopadu změny na sledovaný parametr projektu.

d) Opravný mechanismus umožňující smluvní straně, jež bude změnový požadavek zapracovávat, od změnového požadavku ustoupit v případě, že nastanou okolnosti vylučující zapracování změnového požadavku, které nebyly v době schvalování změnového požadavku známy.

8. Sledovaný parametr projektu dotčený změnovým požadavkem se v okamžiku schválení změnového požadavku mění způsobem, který je popsán v dokumentu *„Záznam o schválení změnového požadavku"*

Příloha č. 12

Požadavky na akceptační testy

Všechny akceptační testy budou prováděny za účasti obou stran.

Návrhy akceptačních testů musí respektovat požadavky a informace zadávací dokumentace veřejné zakázky.

Akceptační testy musí zahrnovat:

1) Předvedení a prokázání faktického stavu dodaných zařízení, systémů, licencí, atd.
2) Ověření integrace do datového centra
   a) Ověření revizních zpráv a protokolů instalace zařízení
   b) Ověření umístění zařízení z pohledu servisovatelnosti instalovaných zařízení a servisovatelnosti vybavení datového sálu
   c) Ověření maximálního elektrického příkonu
   d) Ověření rovnoměrného zatížení fází napájení
   e) Ověření chlazení
   f) Ověření parametrů prostředí (teplota, vlhkost)
   g) Ověření dostupnosti řešení odstávkou napájecího okruhu
   h) Ověření dostupnosti řešení odstávkou chladícího okruhu
3) Ověření požadovaných a/nebo deklarovaných technických parametrů řešení zejména
   a) Výpočetní výkon
      i) Výpočetní výkon Rmax Výpočetního clusteru při využití pouze CPU
      ii) Výpočetní výkon Rmax akceleračních karet Výpočetních serverů s akcelerací
      iii) Agregovaný výpočetní výkon Rmax Výpočetního clusteru
   b) Kapacita a rychlosti datové úložiště HOME
   c) Kapacita a rychlosti datové úložiště SCRATCH
   d) Kapacita a rychlosti Datové úložiště infrastruktury
   e) Agregovaná propustnost Souborových datových úložišť dosažená z externí lokality protokoly SFTP a SCP
   f) Kapacita zálohování
4) Ověření propustnosti a efektivity Výpočetní sítě
5) Ověření propustnosti Ethernetové sítě
6) Ověření dostupnosti řešení
   a) Ověření dostupnosti řešení datových úložišť
   b) Ověření dostupnosti řešení Virtualizační infrastruktury
   c) Ověření dostupnosti řešení Infrastrukturních serverů
   d) Ověření dostupnosti řešení Management serverů
   e) Ověření dostupnosti Ethernetové sítě
7) Vytvoření uživatele, změna hesla uživatele, nastavení kvót Souborových datových úložišť, ověření přístupu uživatele na Přístupové servery a na Výpočetní cluster, ověření uživatelského prostředí, překlad zdrojového kódu úlohy v C nebo Fortran využívající MPI

a OpenMP, spuštění úlohy pomocí Plánovače, ověření výstupů úlohy, odstranění uživatele

8) Ověření funkcionality vzdálené vizualizace

9) Ověření vlastností datových úložišť

10) Ověření funkcionality Virtualizační infrastruktury

11) Ověření řešení zálohování

    a) Ověření implementace zálohovací politiky

    b) Záloha dat

    c) Obnova dat

        i) Obnova virtuálního serveru

        ii) Obnova vybraného adresáře a vybraných souborů virtuálního serveru

        iii) Obnova fyzického serveru

        iv) Obnova souborů datového úložiště HOME

12) Ověření dostupnosti služeb Internetu přenosem dat z Internetu na Přístupové servery a z Přístupových serverů ze souborového úložiště HOME do Internetu.

13) Ověření vzdálené instalace serveru z centrálního úložiště instalačních obrazů

14) Ověření vzdálené centralizované správy serverů

15) Ověření vzdálené správy zařízení, zejména diskových polí a síťových prvků

16) Ověření monitoringu systémů, stavů a provozních parametrů

17) Ověření instalace software

18) Ověření spolehlivého, stabilního fungování Systému (testy stability) plným zatížením výkonnostními testy řízenými Plánovačem a to po dobu tří dnů

Ověřování dostupnosti řešení IT systémů se bude provádět násilným vypnutím libovolného serveru řešení, vypnutím napájecího okruhu, vytažením napájecího kabelu, vytažením kabelu sítě, vytažením disku ze zařízení datového úložiště a podobně.

Každý test musí být detailně popsán z pohledu metodiky, vstupů, průběhu testu, dopadu na testovanou oblast a požadovaných výsledků. Každý test musí být opakovatelný.

Příloha č. 13
Systémová podpora a Proaktivní servis

1. Dodavatel je povinen po celou dobu trvání záruční doby dle odst. 11.2 Smlouvy poskytovat Objednateli systémovou podporu a proaktivní servis dle podmínek vymezených v čl. 12 Smlouvy.

2. **Proaktivní servis**

    2.1 Proaktivním servisem je zejména aktivní monitorování systémů, analýza systémových záznamů a chybových hlášení, včasné řešení a předcházení možným potížím, řešení problémů a selhání pomocí Proaktivních servisních zásahů s cílem zvýšit dostupnost a spolehlivost provozu systémů.

    2.2 Proaktivní servis realizuje Dodavatel.

    2.3 Obsah dat využívaných pro proaktivní servis bude pouze v rozsahu odsouhlaseném Objednatelem. K tomuto účelu Dodavatel zajistí a v součinnosti s Objednatelem nastaví vzdálený monitoring technického stavu systému.

    2.4 Proaktivní servisní zásahy budou prováděny na základě harmonogramu, v časovém okně a v rozsahu odsouhlaseném Objednatelem, a to v pracovní dny v době od 8:00 do 16:00 hodin. O výsledku Servisního zásahu bude Objednatel písemně informován. Servisní zásahy vyžadující odstávku Systému či jeho podstatné části budou řešeny výhradně v rámci odstávek dle odstavce 1.5 Přílohy č. 7 Smlouvy.

    2.5 Určení způsobu předávání informací Proaktivního servisu bude nedílnou součástí uživatelské provozní dokumentace.

3. **Systémová podpora**

    3.1 Systémová podpora bude poskytována postupem dle odst. 12.7.1 Smlouvy. Maximální přípustný rozsah služeb systémové podpory je 90 člověkodnů.

    3.2 Systémovou podporou se rozumí zejména

    - telefonická konzultace problémů
    - odborné poradenství k problémům souvisejících s provozem
    - podpora při konfiguraci a nastavení
    - podpora při provozních činnostech
    - doplňující školení
    - návrh řešení a implementace změn konfigurace nebo způsobu využití Systému a jeho komponent vyžádaných Objednatelem

    3.3 Objednatel si vyhrazuje právo kdykoliv vznést vůči Dodavateli požadavky ve věci, která souvisí s provozem Systému a Dodavatel je povinen odpovídajícím způsobem na tyto požadavky reagovat.