

**V kúpnej zmluve v článku XIII. Spoločné a záverečné ustanovenia v bode 10. je uvedené, že, neoddeliteľnou súčasťou Kúpnej zmluvy sú jej prílohy:**

**Príloha č. 2 k zmluve** - Označenie prvého nadobúdateľa softvéru a dôkaz o tom, že licencie boli zakúpené z oficiálnej distribúcie. Identifikácia licencie podľa jej čísla a identifikácia multilicenčnej zmluvy a programu, v ktorom bola licencia zakúpená

**Príloha č. 3 k zmluve** - Úplná identifikácia reťazca vlastníkov softvéru.

**Príloha č. 4 k zmluve** – Potvrdenie, že licencia bola po prvýkrát uvedená na trh v EÚ (EHS).

**Príloha č.5 k zmluve** - Potvrdenie pôvodného nadobúdateľa (a všetkých ďalších v reťazci predchádzajúcich vlastníkov) v rámci ktorého deklarujú, že sú všetky predávané licencie odinštalované, nepoužívané a že je zamedzené ich použitiu v budúcnosti.

## Príloha č. 2 k zmluve pre softvér SharePoint

Obsah: Označenie prvého nadobúdateľa softvéru a dôkaz o tom, že licencie boli zakúpené z oficiálnej distribúcie. Identifikácia licencie podľa jej čísla a identifikácia multilicenčnej zmluvy a programu, v ktorom bola licencia zakúpená

Na strane 3 možno vidieť prvého nadobúdateľa softvéru a to   
a taktiež identifikáciu licencie podľa čísla a multilicenčnej zmluvy (Enterprise agreement )

Na strane 4 a 5 je uvedený Enterprise agreement , ktorý deklaruje, že licencie sú zakúpené z oficiálnej distribúcie.

<b>Predajca / Súčasný držiteľ licencií</b>	<b>Kupujúci / Nový držiteľ licencií</b>
Názov spoločnosti: RA Software s.r.o.	Názov spoločnosti: Detská fakultná nemocnica Košice
Identifikačné číslo spoločnosti: 04885414	Identifikačné číslo spoločnosti: 00606715
Adresa: Nové sady 2	Adresa: Trieda SNP 1
Štát / PSČ / Mesto Czech Republic, 60200 Brno	Štát / PSČ / Mesto Slovakia, 040 01, Košice - mestská časť Západ
Kontaktná osoba: Jakub Šulák	Kontaktná osoba: Ing. Adrián Grejták
E-mailová adresa: j.sulak@forscope.eu	E-mailová adresa: adrian.grejtak@dfnkosice.sk
Telefónne číslo: +420774998912	Telefónne číslo: +421552352909

#### Prevádzané licencie

Počet	Výrobca	Názov produktu	Zmluva
1	Microsoft	SharePoint Server 2019	Enterprise agreement <input type="text"/>

#### Pôvodný držiteľ licencie

Držiteľ licencie	Dátum prevodu
<input type="text"/>	4.1.2020



Volume Licensing

Enterprise Enrollment (Indirect)

Corporate

Enterprise Enrollment number <i>Microsoft to complete</i>	
Previous Enrollment number <i>Reseller to complete</i>	

**This Enrollment must be attached to a signature form to be valid.**

This Microsoft Enterprise Enrollment is entered into between the entities identified on the signature form as of the effective date. Enrolled Affiliate represents and warrants it is the same Customer, or Customer's Affiliate, that entered into the Enterprise Agreement identified on the signature form.

This Enrollment consists of: (1) these terms and conditions, (2) the terms of the Enterprise Agreement identified on the signature form, (3) the Product Selection Form, (4) any Supplemental Contact Information form, Previous Agreement/Enrollment form and other forms that may be required, (5) the Online Services Supplemental Terms and Conditions if Customer's Master Agreement is a version 2009 or earlier and Enrolled Affiliate is ordering Online Services, and (6) any order submitted under this Enrollment. This Enrollment may only be entered into under a 2011 or later Enterprise Agreement. By entering into this Enrollment, Enrolled Affiliate agrees to be bound by the terms and conditions of the Enterprise Agreement and the Master Agreement.

**Effective date.** If Enrolled Affiliate is renewing Software Assurance or Subscription Licenses from one or more previous Enrollments or agreements, then the effective date will be the day after the first prior Enrollment or agreement expires or terminates. Otherwise, the effective date will be the date this Enrollment is accepted by Microsoft. Any reference to "anniversary date" refers to the anniversary of the effective date each year this Enrollment is in effect.

**Term.** The initial term of this Enrollment will expire on the last day of the month, 36 full calendar months from the effective date of the initial term. If the Enrollment is renewed, the renewal term will expire 36 full calendar months after the effective date of the renewal term. Any reference in this Enrollment to "day" will be a calendar day.

**Prior Enrollment(s).** If renewing Software Assurance or Subscription Licenses from another Enrollment or agreement, the previous Enrollment or agreement number must be identified in the respective boxes above. If renewing from multiple Enrollments or agreements, or transferring Software Assurance or MSDN details, the Previous Agreement/Enrollment form must be used.

**Terms and Conditions**

**1. Definitions.**

Terms used but not defined in this Enrollment will have the definition in the Enterprise Agreement and applicable Master Agreement. The following definitions also apply:

"Additional Product" means any Product identified as such in the Product Terms and chosen by Enrolled Affiliate under this Enrollment.

"Enterprise Online Service" means any Online Service designated as an Enterprise Online Service in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Online Services are treated as Online Services, except as noted.

"Enterprise Product" means any Desktop Platform Product that Microsoft designates as an Enterprise Product in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise

**b. Notices contact and Online Administrator.** This contact (1) receives the contractual notices, (2) is the Online Administrator for the Volume Licensing Service Center and may grant online access to others, and (3) is authorized to reserve Licenses for eligible Online Services, including adding or reassigning Licenses and stepping-up prior to a true-up order.

Same as primary contact (default if no information is provided below, even if box is not checked)

Contact name: First\*   
 Contact email address\*   
 Street address\*   
 City\* Amsterdam  
 Postal code\*   
 Country\* The Netherlands  
 Phone

Language preference. Choose the language for notices. English

This contact is a third party (not Enrolled Affiliate). Warning: This contact receives personally identifiable information of the Customer and its Affiliates.

\* indicates required field

**c. Online Services Manager.** This contact is authorized to (1) manage the Online Services ordered under the Enrollment and (2) reserve Licenses for eligible Online Services, including adding or reassigning Licenses and stepping-up prior to a true-up order.

Same as notices contact and Online Administrator (default if no information is provided below, even if box is not checked)

Contact name: First\*   
 Contact email address\*   
 Phone

This contact is from a third party organization (not the entity). Warning: This contact receives personally identifiable information of the entity.

\* indicates required field

**d. Reseller information.** Reseller contact for this Enrollment is:

Reseller Public Customer Number ("PCN") 96617942  
 Reseller company name\* Insight Technology Solutions  
 Street address (PO boxes will not be accepted)\* Fausstraat 3  
 City\* Apeldoorn  
 Postal code\* 7323 BA  
 Country\* The Netherlands  
 Contact name: First\* Jordy Last\* Thorborg  
 Phone +31 6 2701 2042  
 Contact email address\* vlm.emea@insight.com  
 \* indicates required field

By signing below, the Reseller identified above confirms that all information provided in this Enrollment is correct.

Signature\*   
 Printed name\* Jordy Thorborg  
 Printed title\* EMEA Lead Optimisation Consultant  
 Date\* 23.12.2015

\* indicates required field

**Changing a Reseller.** If Microsoft or the Reseller chooses to discontinue doing business with each other, Enrolled Affiliate must choose a replacement Reseller. If Enrolled Affiliate or the Reseller intends to terminate their relationship, the initiating party must notify Microsoft and the other party using a form provided by Microsoft at least 90 days prior to the date on which the change is to take effect.

### Príloha č. 3 k zmluve pre softvér SharePoint

Obsah: Úplná identifikácia reťazca vlastníkov softvéru

#### Prevádzané licencie

Počet	Výrobca	Názov produktu	Zmluva
1	Microsoft	SharePoint Server 2019	Enterprise agreement <input type="text"/>

#### Pôvodný držiteľ licencie

Držiteľ licencie	Dátum prevodu
<input type="text"/>	4.1.2020

#### Reťazec práv

<input type="text"/>	7.9.2021
RA Software s.r.o.	22.11.2021
Detská fakultná nemocnica Košice	Súčasný držiteľ

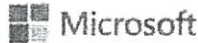
## Príloha č. 4 k zmluve pre softvér SharePoint

Obsah: Potvrdenie, že licencia bola po prvýkrát uvedená na trh v EÚ (EHS).

Na základe pôvodného držiteľa licencie týmto predajca prehlasuje:

1. Licencie uvedené vyššie sú plne zaplatené trvalé licencie.
  - 2. Licencie boli predané so súhlasom vlastníka autorských práv na území Európskej únie, v signatárskych štátoch Dohody o Európskom hospodárskom priestore alebo vo Švajčiarsku.**
  3. Softvér sa prenáša bez akýchkoľvek práv tretích strán.
  4. Licencie uvedené vyššie sa už nepoužívajú a všetky ich kópie boli zničené alebo sa stali trvale nepoužiteľnými.
  5. Predávajúci ďalej vyhlasuje, že licencie boli získané za účelom obchodovania, teda ich ďalšieho predaja a neboli použité v jeho spoločnosti.
  6. Predávajúci výslovne súhlasí s tým, že jeho údaje budú kupujúcim uložené a postúpené budúcim majiteľom vyššie uvedených licencií s cieľom preukázania reťazca práv.
- Predávajúci týmto informuje kupujúceho, že softvér môže podliehať určitým právam na používanie produktov, a že príslušné informácie sa nachádzajú na webových stránkach vlastníka autorských práv. Aktívne zabezpečenie softvéru alebo iné ekvivalentné výhody údržby softvéru sa neprenášajú s vyššie uvedenými licenciami a nie sú predmetom tejto zmluvy. Takéto práva zanikajú dňom prevodu.

**Doklad o tom, že licencia bola po prvýkrát uvedená na trh v EÚ (EHS) je uvedený na strane 8 a 9 a to kúpna zmluva (Enterprise agreement) prvého nadobúdateľa, kde je uvedená adresa prvého nadobúdateľa (Holandsko).**



Volume Licensing

Enterprise Enrollment (Indirect)

Corporate

Enterprise Enrollment number <i>Microsoft to complete</i>	
Previous Enrollment number <i>Reseller to complete</i>	

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Same as primary contact (default if no information is provided below, even if box is not checked)

Contact name: First\* [redacted]  
 Contact email address\* [redacted]  
 Street address\* [redacted]  
 City\* [redacted]  
 Postal code\* [redacted]  
 Country\* The Netherlands  
 Phone [redacted]

Language preference. Choose the language for notices. English

This contact is a third party (not Enrolled Affiliate). Warning: This contact receives personally identifiable information of the Customer and its Affiliates.

\* indicates required field

c. **Online Services Manager.** This contact is authorized to (1) manage the Online Services ordered under the Enrollment and (2) reserve Licenses for eligible Online Services, including adding or reassigning Licenses and stepping-up prior to a true-up order.

Same as notices contact and Online Administrator (default if no information is provided below, even if box is not checked)

Contact name: First\* [redacted]  
 Contact email address\* [redacted]  
 Phone [redacted]

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 City\* Apeldoorn  
 Postal code\* 7323 BA  
 Country\* The Netherlands  
 Contact name: First\* Jordy Last\* Thorborg  
 Phone +31 6 2701 2042  
 Contact email address\* vlm.emea@insight.com

\* indicates required field

By signing below, the Reseller identified above confirms that all information provided in this Enrollment is correct.

Signature\* [redacted]  
 Printed name\* Jordy Thorborg  
 Printed title\* EMEA Lead Optimisation Consultant  
 Date\* 23.12.2015

\* indicates required field

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## Príloha č.5 k zmluve pre softvér SharePoint

Obsah: Potvrdenie pôvodného nadobúdateľa (a všetkých ďalších v reťazci predchádzajúcich vlastníkov) v rámci ktorého deklarujú, že sú všetky predávané licencie odinštalované, nepoužívané a že je zamedzené ich použitiu v budúcnosti

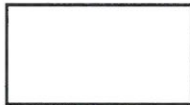
Na strane 11 je možné vidieť Vyhlásenie pôvodného majiteľa ( [redacted] ) o odinštalácii softvéru. Na strane 12 je možné vidieť prevod licencií z ( [redacted] [redacted] ) na RA Software s.r.o a tiež vyhlásenie vlastníka ( [redacted] [redacted] ), že licencie budú odinštalované a nebudú sa ďalej používať.

Na strane 13 a 14 je uvedená deklarácia, že RA Software s.r.o. („Predajca“) týmto prevádza na Kupujúceho (Detskú fakultnú nemocnicu Košice) všetky existujúce užívateľské práva k uvedenému softvéru.

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30/03/2020



Dear Sir or Madam,

[Redacted] ("the Company")  
**Microsoft Volume Licences on Enrollments** [Redacted] and  
[Redacted] ("the Licences")

I confirm the following,

- (i) the Company was previously the owner of the Licences short particulars of which are set out in the attached Schedule ("the Licences");
- (ii) the Licences are perpetual and have been paid up in full;
- (iii) the copies of the software which is the subject of the Licences are no longer in use by the Company or any other entity entitled to use them and have been rendered unusable;
- (vi) the Licences were put into circulation by the copyright owner or with the copyright owner's consent within either the territory of the European Union, in a signatory state to the Agreement on the European Economic Area or in Switzerland

The Licences are registered under the following company names:

- [Redacted]
- [Redacted]
- [Redacted]

I further hereby confirm that, by an assignment entered into on 30/03/2020, the Company transferred all its right, title and interest in and to the said Licences to [Redacted] for valuable consideration.

Yours faithfully,  
For and on behalf of Company [Redacted]

[Redacted]

CTO

[Redacted]

4/1/2020

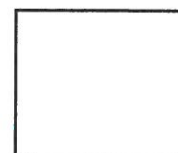
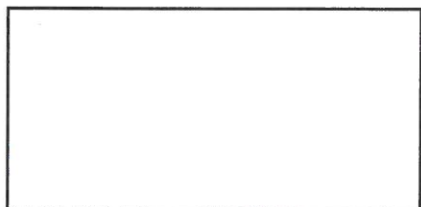
[Redacted]

Head of Procurement Category P&T

[Redacted]

3/31/2020





[redacted] sale to RA Software

Dear, whom it may concern.

I can confirm that [redacted] do not install software or put into use, any licences we supply and we act purely as reseller.

Yours faithfully,

[redacted]

Inside Sales and Procurement Manager

[redacted]

## PREVOD TRVALEJ LICENCIE Č. 2102103055\_a

RA Software s.r.o. („Predajca“) týmto prevádza na Kupujúceho všetky existujúce užívateľské práva k nižšie uvedenému softvéru. Kupujúci týmto prijíma prevod.

Predajca / Súčasný držiteľ licencií	Kupujúci / Nový držiteľ licencií
Názov spoločnosti: RA Software s.r.o.	Názov spoločnosti: Detská fakultná nemocnica Košice
Identifikačné číslo spoločnosti: 04885414	Identifikačné číslo spoločnosti: 00606715
Adresa: Nové sady 2	Adresa: Trieda SNP 1
Štát / PSČ / Mesto Czech Republic, 60200 Brno	Štát / PSČ / Mesto Slovakia, 040 01, Košice - mestská časť Západ
Kontaktná osoba: Jakub Šulák	Kontaktná osoba: Ing. Adrián Grejták
E-mailová adresa: j.sulak@forscope.eu	E-mailová adresa: adrian.grejtak@dfnkosice.sk
Telefónne číslo: +420774998912	Telefónne číslo: +421552352909

### Prevádzané licencie

Počet	Výrobca	Názov produktu	Zmluva
1	Microsoft	SharePoint Server 2019	Enterprise agreement <input type="text"/>

### Pôvodný držiteľ licencie

Držiteľ licencie	Dátum prevodu
<input type="text"/>	4.1.2020

### Reťazec práv

<input type="text"/>	7.9.2021
RA Software s.r.o.	22.11.2021
Detská fakultná nemocnica Košice	Súčasný držiteľ

Na základe pôvodného držiteľa licencie týmto predajca prehlasuje:

- Licencie uvedené vyššie sú plne zaplatené trvalé licencie.
  - Licencie boli predané so súhlasom vlastníka autorských práv na území Európskej únie, v signatárskych štátoch Dohody o Európskom hospodárskom priestore alebo vo Švajčiarsku.
  - Softvér sa prenáša bez akýchkoľvek práv tretích strán.
  - Licencie uvedené vyššie sa už nepoužívajú a všetky ich kópie boli zničené alebo sa stali trvale nepoužiteľnými.
  - Predávajúci ďalej vyhlasuje, že licencie boli získané za účelom obchodovania, teda ich ďalšieho predaja a neboli použité v jeho spoločnosti.
  - Predávajúci výslovne súhlasí s tým, že jeho údaje budú kupujúcim uložené a postúpené budúcim majiteľom vyššie uvedených licencií s cieľom preukázania reťazca práv.
- Predávajúci týmto informuje kupujúceho, že softvér môže podliehať určitým právam na používanie produktov a že príslušné informácie sa nachádzajú na webových stránkach vlastníka autorských práv. Aktívne zabezpečenie softvéru alebo iné ekvivalentné výhody údržby softvéru sa neprenášajú s vyššie uvedenými licenciami a nie sú predmetom tejto zmluvy. Takéto práva zanikajú dňom prevodu.

<b>Predajca / Súčasný držiteľ licencií</b>	<b>Kupujúci / Nový držiteľ licencií</b>
Názov spoločnosti: RA Software s.r.o.	Názov spoločnosti: Detská fakultná nemocnica Košice
Miesto / Dátum / Podpis:	Miesto / Dátum / Podpis:
Meno: Jakub Šulák	Meno: MUDr. Jaroslava Feketeová

Zmluvné strany svojim podpisom prijímajú tieto podmienky.

Prosím, podpíšte dve kópie tohto dokumentu o prevode. Predávajúci aj kupujúci si ponechajú jeden podpísaný originál.

## Príloha č. 2 k zmluve pre Core CAL

Obsah: Označenie prvého nadobúdateľa softvéru a dôkaz o tom, že licencie boli zakúpené z oficiálnej distribúcie. Identifikácia licencie podľa jej čísla a identifikácia multilicenčnej zmluvy a programu, v ktorom bola licencia zakúpená

Na strane 16 možno vidieť prvého nadobúdateľa softvéru a to  a taktiež identifikáciu licencie podľa čísla a multilicenčnej zmluvy (Enterprise agreement )

Na strane 17 a 18 je uvedený Enterprise agreement , ktorý deklaruje, že licencie sú zakúpené z oficiálnej distribúcie.

<b>Predajca / Súčasný držiteľ licencií</b>	<b>Kupujúci / Nový držiteľ licencií</b>
Názov spoločnosti: RA Software s.r.o.	Názov spoločnosti: Detská fakultná nemocnica Košice
Identifikačné číslo spoločnosti: 04885414	Identifikačné číslo spoločnosti: 00606715
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Štát / PSC / Mesto Czech Republic, 60200 Brno	Štát / PSC / Mesto Slovakia, 040 01, Košice - mestská časť Západ
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Telefónne číslo: +420774998912	Telefónne číslo: +421552352909

#### Prevádzané licencie

Počet	Výrobca	Názov produktu	Zmluva
250	Microsoft	Core CAL Suite 2019 User CAL	Enterprise agreement <input type="text"/>

#### Pôvodný držiteľ licencie

Držiteľ licencie	Dátum prevodu
<input type="text"/>	4.9.2018

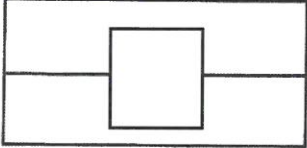




Volume Licensing

Enterprise Enrollment (Direct)

Corporate

Enterprise Enrollment number <i>Microsoft to complete</i>	
Previous Enrollment number <i>Software Advisor to complete</i>	

**This Enrollment must be attached to a signature form to be valid.**

This Microsoft Enterprise Enrollment is entered into between the entities identified on the signature form as of the effective date. Enrolled Affiliate represents and warrants it is the same Customer, or Customer's Affiliate, that entered into the Enterprise Agreement identified on the signature form.

This Enrollment consists of: (1) these terms and conditions, (2) the terms of the Enterprise Agreement identified on the signature form, (3) the Product Selection Form, (4) the Customer Price Sheet, (5) any supplemental contact information form or Previous Agreement/Enrollment form that may be required, (6) the Online Services Supplemental Terms and Conditions if Customer's Master Agreement is a version 2009 or earlier and Enrolled Affiliate is ordering Online Services, and (7) any order submitted under this Enrollment. This Enrollment may only be entered into under a 2011 or later Enterprise Agreement. By entering into this Enrollment, Enrolled Affiliate agrees to be bound by the terms and conditions of the Enterprise Agreement and the Master Agreement.

**Effective date.** If Enrolled Affiliate is renewing Software Assurance or Subscription Licenses from one or more previous Enrollments or agreements, then the effective date will be the day after the first prior Enrollment or agreement expires or terminates. Otherwise, the effective date will be the date this Enrollment is accepted by Microsoft. Any reference to "anniversary date" refers to the anniversary of the effective date each year this Enrollment is in effect.

**Term.** The initial term of this Enrollment will expire on the last day of the month, 36 full calendar months from the effective date of the initial term. If the Enrollment is renewed, the renewal term will expire 36 full calendar months after the effective date of the renewal term. Any reference in this Enrollment to "day" will be a calendar day.

**Prior Enrollment(s).** If renewing Software Assurance or Subscription Licenses from another Enrollment or agreement, the previous Enrollment or agreement number must be identified in the appropriate box above. If renewing from multiple Enrollments or agreements, or transferring Software Assurance or MSDN details, the Previous Agreement/Enrollment form must be used.

## Terms and Conditions

### 1. Definitions.

Terms used but not defined in this Enrollment will have the definition in the Enterprise Agreement and applicable Master Agreement. The following definitions also apply:

"Additional Product" means any Product identified as such in the Product List and chosen by Enrolled Affiliate under this Enrollment.

"Customer Price Sheet" means the written statement provided to Enrolled Affiliate for the initial and any subsequent orders. The Software Advisor or Microsoft Account Manager will provide Enrolled Affiliate with a Customer Price Sheet. This will contain Enrolled Affiliate's Product and Services initial order, pricing, and billing terms.

Postal code\*   
 Country\* Germany  
 Phone   
 Language preference. Choose the language for notices. English  
 This contact is a third party (not Enrolled Affiliate). Warning: This contact receives personally identifiable information of the Customer and its Affiliates.  
 \* indicates required field

c. **Billing contact.** This is the contact to which Microsoft will send invoices and any tax exempt information necessary for Microsoft to process invoices:

Same as primary contact (default if no information is provided below, even if box is not checked)  
 Name of entity   
 Accounts payable contact name: First\*   
 Accounts payable contact email address   
 Street address\*   
 City\*   
 Postal code\*   
 Country\* Germany  
 Phone   
 Pre-Credit Check IT number   
 \* indicates required field

d. **Online Services Manager.** This contact is authorized to (1) manage the Online Services ordered under the Enrollment and (2) reserve Licenses for eligible Online Services, including adding or reassigning Licenses, stepping-up, and initiating Transitions prior to a true-up order.

Same as notices contact and Online Administrator (default if no information is provided below, even if box is not checked)  
 Contact name: First\*   
 Contact email address   
 Phone   
 This contact is from a third party organization (not the entity). Warning: This contact receives personally identifiable information of the entity.  
 \* indicates required field

e. **Software Advisor information.** Software Advisor's contact for this Enrollment is:

Software Advisor Public Customer Number ("PCN") 14447  
 Software Advisor company name\* SoftwareOne AG  
 Street address (PO boxes will not be accepted)\* Muehlebachstrasse 3  
 City\* Stans  
 Postal code\* 6370  
 Country\* Switzerland  
 Contact name\* MS Admin  
 Phone +41844 44 55 44  
 Contact email address\* ms-admin.emea@softwareone.com  
 \* indicates required field

By signing below, the Software Advisor identified above confirms that all information provided in this Enrollment is correct.

Signature\*   
 Printed name\* MICHAEL AUGERER  
 Printed title\* ENTERPRISE ACCOUNT MANAGER  
 Date\* 26.10.2015  
 \* indicates required field

## Príloha č. 3 k zmluve pre Core CAL

Obsah: Úplná identifikácia reťazca vlastníkov softvéru

### Prevádzané licencie

Počet	Výrobca	Názov produktu	Zmluva
250	Microsoft	Core CAL Suite 2019 User CAL	Enterprise agreement <input type="text"/>

### Pôvodný držiteľ licencie

Držiteľ licencie	Dátum prevodu
<input type="text"/>	4.9.2018

### Reťazec práv

<input type="text"/>	15.10.2021
RA Software s.r.o.	22.11.2021
Detská fakultná nemocnica Košice	Súčasný držiteľ

## Príloha č. 4 k zmluve pre Core CAL

Obsah: Potvrdenie, že licencia bola po prvýkrát uvedená na trh v EÚ (EHS).

Na základe pôvodného držiteľa licencie týmto predajca prehlasuje:

1. Licencie uvedené vyššie sú plne zaplatené trvalé licencie.
  - 2. Licencie boli predané so súhlasom vlastníka autorských práv na území Európskej únie, v signatárskych štátoch Dohody o Európskom hospodárskom priestore alebo vo Švajčiarsku.**
  3. Softvér sa prenáša bez akýchkoľvek práv tretích strán.
  4. Licencie uvedené vyššie sa už nepoužívajú a všetky ich kópie boli zničené alebo sa stali trvale nepoužiteľnými.
  5. Predávajúci ďalej vyhlasuje, že licencie boli získané za účelom obchodovania, teda ich ďalšieho predaja a neboli použité v jeho spoločnosti.
  6. Predávajúci výslovne súhlasí s tým, že jeho údaje budú kupujúcim uložené a postúpené budúcim majiteľom vyššie uvedených licencií s cieľom preukázania reťazca práv.
- Predávajúci týmto informuje kupujúceho, že softvér môže podliehať určitým právam na používanie produktov, a že príslušné informácie sa nachádzajú na webových stránkach vlastníka autorských práv. Aktívne zabezpečenie softvéru alebo iné ekvivalentné výhody údržby softvéru sa neprenášajú s vyššie uvedenými licenciami a nie sú predmetom tejto zmluvy. Takéto práva zanikajú dňom prevodu.

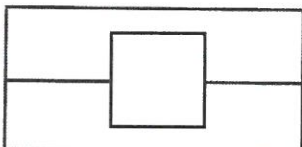
**Doklad o tom, že licencia bola po prvýkrát uvedená na trh v EÚ (EHS) je uvedený na strane 21 a 22 a to kúpna zmluva (Enterprise agreement) prvého nadobúdateľa, kde je uvedená adresa prvého nadobúdateľa (Nemecko).**



Volume Licensing

Enterprise Enrollment (Direct)

Corporate

Enterprise Enrollment number <i>Microsoft to complete</i>	
Previous Enrollment number <i>Software Advisor to complete</i>	

**This Enrollment must be attached to a signature form to be valid.**

This Microsoft Enterprise Enrollment is entered into between the entities identified on the signature form as of the effective date. Enrolled Affiliate represents and warrants it is the same Customer, or Customer's Affiliate, that entered into the Enterprise Agreement identified on the signature form.

This Enrollment consists of: (1) these terms and conditions, (2) the terms of the Enterprise Agreement identified on the signature form, (3) the Product Selection Form, (4) the Customer Price Sheet, (5) any supplemental contact information form or Previous Agreement/Enrollment form that may be required, (6) the Online Services Supplemental Terms and Conditions if Customer's Master Agreement is a version 2009 or earlier and Enrolled Affiliate is ordering Online Services, and (7) any order submitted under this Enrollment. This Enrollment may only be entered into under a 2011 or later Enterprise Agreement. By entering into this Enrollment, Enrolled Affiliate agrees to be bound by the terms and conditions of the Enterprise Agreement and the Master Agreement.

**Effective date.** If Enrolled Affiliate is renewing Software Assurance or Subscription Licenses from one or more previous Enrollments or agreements, then the effective date will be the day after the first prior Enrollment or agreement expires or terminates. Otherwise, the effective date will be the date this Enrollment is accepted by Microsoft. Any reference to "anniversary date" refers to the anniversary of the effective date each year this Enrollment is in effect.

**Term.** The initial term of this Enrollment will expire on the last day of the month, 36 full calendar months from the effective date of the initial term. If the Enrollment is renewed, the renewal term will expire 36 full calendar months after the effective date of the renewal term. Any reference in this Enrollment to "day" will be a calendar day.

**Prior Enrollment(s).** If renewing Software Assurance or Subscription Licenses from another Enrollment or agreement, the previous Enrollment or agreement number must be identified in the appropriate box above. If renewing from multiple Enrollments or agreements, or transferring Software Assurance or MSDN details, the Previous Agreement/Enrollment form must be used.

## Terms and Conditions

### 1. Definitions.

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"Customer Price Sheet" means the written statement provided to Enrolled Affiliate for the initial and any subsequent orders. The Software Advisor or Microsoft Account Manager will provide Enrolled Affiliate with a Customer Price Sheet. This will contain Enrolled Affiliate's Product and Services initial order, pricing, and billing terms.

Postal code\*   
 Country\*   
 Phone +4   
**Language preference.** Choose the language for notices. English  
 This contact is a third party (not Enrolled Affiliate). Warning: This contact receives personally identifiable information of the Customer and its Affiliates.  
 \* indicates required field

c. **Billing contact.** This is the contact to which Microsoft will send invoices and any tax exempt information necessary for Microsoft to process invoices:

Same as primary contact (default if no information is provided below, even if box is not checked)  
**Name of entity** adidas AG  
**Accounts payable contact name: First\***   
**Accounts payable contact email address\***   
**Street address\***   
**City\***   
**Postal code\***   
**Country\*** Germany  
**Phone**   
**Pre-Credit Check IT number**   
 \* indicates required field


d. **Online Services Manager.** This contact is authorized to (1) manage the Online Services ordered under the Enrollment and (2) reserve Licenses for eligible Online Services, including adding or reassigning Licenses, stepping-up, and initiating Transitions prior to a true-up order.

Same as notices contact and Online Administrator (default if no information is provided below, even if box is not checked)  
**Contact name: First\***   
**Contact email address\***   
**Phone**   
 This contact is from a third party organization (not the entity). Warning: This contact receives personally identifiable information of the entity.  
 \* indicates required field

e. **Software Advisor information.** Software Advisor's contact for this Enrollment is:

**Software Advisor Public Customer Number ("PCN")** 14447  
**Software Advisor company name\*** SoftwareOne AG  
**Street address (PO boxes will not be accepted)\*** Muehlebachstrasse 3  
**City\*** Stans  
**Postal code\*** 6370  
**Country\*** Switzerland  
**Contact name\*** MS Admin  
**Phone** +41844 44 55 44  
**Contact email address\*** ms-admin.emea@softwareone.com  
 \* indicates required field

By signing below, the Software Advisor identified above confirms that all information provided in this Enrollment is correct.

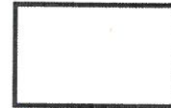
**Signature\***   
**Printed name\*** MICHAEL AUGERER  
**Printed title\*** ENTERPRISE ACCOUNT MANAGER  
**Date\*** 26.10.2015  
 \* indicates required field

## Príloha č.5 k zmluve pre Core CAL

Obsah: Potvrdenie pôvodného nadobúdateľa (a všetkých ďalších v reťazci predchádzajúcich vlastníkov) v rámci ktorého deklarujú, že sú všetky predávané licencie odinštalované, nepoužívané a že je zamedzené ich použitie v budúcnosti

Na strane 24 a 25 je možné vidieť Vyhlásenie pôvodného majiteľa ( ) o odinštalácii softvéru. Na strane 26, 27 a 28 je možné vidieť prevod licencií z ( ) na RA Software s.r.o a tiež vyhlásenie vlastníka ( ), že licencie budú odinštalované a nebudú sa ďalej používať.

Na strane 29 a 30 je uvedená deklarácia, že RA Software s.r.o. („Predajca“) týmto prevádza na Kupujúceho (Detskú fakultnú nemocnicu Košice) všetky existujúce užívateľské práva k uvedenému softvéru.



**Assurances of Vendor re the Software / Usage Rights**



Vendor guarantees in relation to the subject matter of § 1 of the Acquisition Contract and Attachments 1 & Attachment 2 that:

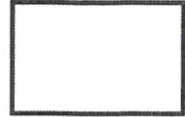
- (1) the Usage Rights of Vendor re the Software are not subject to any time-related restrictions (e.g. a technical inability to continue using same after the lapse of a certain period in time) and that it disposes over all such rights which are necessary for the designated use of the Software; and
- (2) the first putting of Software into circulation was executed by the originator (of same) itself or – with the consent of the latter – by a third party in the territory of the EU or the EEA whereas no tangible copy of the Software was placed at the disposal of the first user; and
- (3) the Software consists (without exception) of so-called volume licences of which the first user obtained a total of:
 

Product	Pieces	SW-Version
Microsoft Core CAL per User	37.323	30.11.2018

 and
- (4) the chronology of all acts of acquisition of the Software (entire chain from originator to Vendor) is as displayed in “Attachment 1”; and
- (5) Vendor has paid the purchase price for its acquisition of the Software, while its predecessor(s) / pre-user(s) has / have declared to have complied with its / their payment obligation(s) in full as well forasmuch as such payment(s) is / are relevant for the originator of the Software in order to obtain a remuneration that corresponds with the economic value of the copy which embodies the (copyright bearing) work of the originator; and
- (6) Vendor will, immediately after the event described above in § 2 (1) (c), not only refrain from the further usage of any copies of the Software after 30. November 2018 – insofar as those copies are at all still available / in use with Vendor until the aforementioned point in time –, but permanently erase it / them from its systems and place the licence keys outside its own sphere of business (in fact without retaining any kind of re-storage information or alike) in a way that those keys are sealed off from any future access by Vendor onwards from the consummation of step § 2 (1) (c) of the Transaction; and
- (7) error- / bug-erasure plus additional measures of improvement re the Software which may be performed / provided by the originator of the Software (as the case may be) only subsequent to the first putting of same into circulation (and which may now still form part of the SW), were – to







the extent legally necessary – covered by a service / maintenance contract in the relation  
originator = first user.

Tönisvorst, 04.09.2018  
(Place, Date)



(Signature )

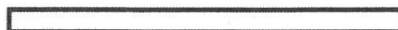
*Handwritten:* 25. 1. 2018  
(Place, Date)

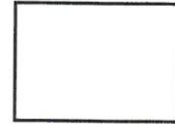


(Signature )



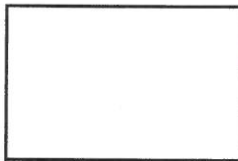
*Handwritten mark*





**Contract on the sale of used Software-Licences ("Contract")**

between



hereinafter also referred to as „SB“

and

RA Software s.r.o  
Nové sady 2  
602 00 Brno  
Czech Republic

hereinafter also referred to as „Purchaser“

SB and Purchaser are separately also referred to as a „Party“ and jointly as the „Parties“

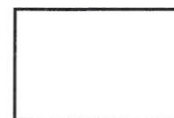
**Preliminary remark**

SB is the owner of usage rights relating to diverse, in the following more precisely denoted software of the company Microsoft. Whereas SB has no interest in continuing the use of said software anymore, Purchaser is interested in acquiring said usage rights from SB for the purpose of using same for its own operations. SB is willing to transfer its usage rights to Purchaser subject to the terms set out below. Now therefore, the Parties hereto agree as follows.

**§ 1 Subject matter of this Contract**

SB covenants to transfer her usage rights, together with – as the case may be – pertaining licenses to Purchaser, in fact to the extent such rights are actually vested with her with regard to the software specified below (hereinafter comprehensively referred to as „Software“ or also “SW”). For the exact scope / specifics of those rights, SB refers in essence to the (historical) documentation which forms part of the Delivery as defined and specified below in § 2 (1) (a), featuring – amongst others - the





original contract concerning the usage of the Software between the originator and the first user of same. In this context, Purchaser declares that substantial parts or at least sketches, overviews or alike of aforesaid documentation as well as all essential parts of this (present) Contract (at least comprised in an offer) have been placed at its disposal prior to the signing of said Contract, in fact with such a period in advance that Purchaser as a professional party became fully aware of the scope, kind and content of the to be acquired usage rights and every other essential aspect of the original contractual situation. In particular, the usage rights in regard of the Software precisely denoted hereunder (hereinafter comprehensively referred to as the „Usage Rights“) shall be transferred to Purchaser:

Manufacturer	Product	Amount	Version
Microsoft	Core CAL per User	2000	2019

Thereby, the role of SB is strictly limited to such of a party that transfers Usage Rights only. Installation, development, service or alike performances in the context of such Usage Rights do not belong to the scope of what is owed by SB; same is valid for SW-related advice.

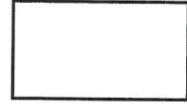
**§ 2 Purchase Price, Payment and Dueness**

(1) Purchaser covenants to pay to SB a purchase price in the tune of (net) EUR  - plus current (i.e. the at the date of Contract signing valid) statutory VAT as counter-service for obtaining the Usage Rights from SB (hereinafter referred to as the “Gross Purchase Price”).

Payment of the purchase price / transfer of Usage Rights shall be conducted in line with the following sequence / in accordance with the below standing chronology (hereinafter also referred to as the “Transaction”):

(a) without undue delay after the signing of this Contract, SB fulfils her obligation deriving from § 1 of this Contract, in fact by sending the license key(s) for the Software (together with a link or alike by the use of which the Software can be downloaded or otherwise be accessed in a non-tangible form from a website / web portal of the originator; forasmuch as – due to specifics of the Software, as the case may be – license key(s) are not needed, the transfer of the Usage Rights is implied by perfecting the other parts of what is - below - defined as the Delivery) to the Purchaser, namely through email to such email address which was bindingly authorized as valid by Purchaser before.





ineffective or unenforceable clause(s) or part(s) thereof to the best possible extent. The same applies in case of (a) contractual loophole(s). § 306 BGB remains safe and unaffected.

Leverkusen, 20.04.2021



(Signature )

(Place, Date)

(Signature Purchaser)



## PREVOD TRVALEJ LICENCIE Č. 2102103055\_b

RA Software s.r.o. („Predajca“) týmto prevádza na Kupujúceho všetky existujúce užívateľské práva k nižšie uvedenému softvéru. Kupujúci týmto prijíma prevod.

Predajca / Súčasný držiteľ licencií	Kupujúci / Nový držiteľ licencií
Názov spoločnosti: RA Software s.r.o.	Názov spoločnosti: Detská fakultná nemocnica Košice
Identifikačné číslo spoločnosti: 04885414	Identifikačné číslo spoločnosti: 00606715
Adresa: Nové sady 2  Štát / PSČ / Mesto Czech Republic, 60200 Brno	Adresa: Trieda SNP 1  Štát / PSČ / Mesto Slovakia, 040 01, Košice - mestská časť Západ
Kontaktná osoba: Jakub Šulák  E-mailová adresa: j.sulak@forscope.eu	Kontaktná osoba: Ing. Adrián Grejták  E-mailová adresa: adrian.grejtak@dfnkosice.sk
Telefónne číslo: +420774998912	Telefónne číslo: +421552352909

### Prevádzané licencie

Počet	Výrobca	Názov produktu	Zmluva
250	Microsoft	Core CAL Suite 2019 User CAL	Enterprise agreement <input type="text"/>

### Pôvodný držiteľ licencie

Držiteľ licencie	Dátum prevodu
<input type="text"/>	4.9.2018

**Reťazec práv**

<input type="text"/>	15.10.2021
RA Software s.r.o.	22.11.2021
Detská fakultná nemocnica Košice	Súčasný držiteľ

Na základe pôvodného držiteľa licencie týmto predajca prehlasuje:

1. Licencie uvedené vyššie sú plne zaplatené trvalé licencie.
  2. Licencie boli predané so súhlasom vlastníka autorských práv na území Európskej únie, v signatárskych štátoch Dohody o Európskom hospodárskom priestore alebo vo Švajčiarsku.
  3. Softvér sa prenáša bez akýchkoľvek práv tretích strán.
  4. Licencie uvedené vyššie sa už nepoužívajú a všetky ich kópie boli zničené alebo sa stali trvale nepoužiteľnými.
  5. Predávajúci ďalej vyhlasuje, že licencie boli získané za účelom obchodovania, teda ich ďalšieho predaja a neboli použité v jeho spoločnosti.
  6. Predávajúci výslovne súhlasí s tým, že jeho údaje budú kupujúcim uložené a postúpené budúcim majiteľom vyššie uvedených licencií s cieľom preukázania reťazca práv.
- Predávajúci týmto informuje kupujúceho, že softvér môže podliehať určitým právam na používanie produktov a že príslušné informácie sa nachádzajú na webových stránkach vlastníka autorských práv.

Aktívne zabezpečenie softvéru alebo iné ekvivalentné výhody údržby softvéru sa neprenášajú s vyššie uvedenými licenciami a nie sú predmetom tejto zmluvy.

Takéto práva zanikajú dňom prevodu.

<b>Predajca / Súčasný držiteľ licencií</b>	<b>Kupujúci / Nový držiteľ licencií</b>
Názov spoločnosti: RA Software s.r.o.	Názov spoločnosti: Detská fakultná nemocnica Košice
Miesto / Dátum / Podpis:	Miesto / Dátum / Podpis:
Meno: Jakub Šulák	Meno: MUDr. Jaroslava Feketeová

Zmluvné strany svojim podpisom prijímajú tieto podmienky.

Prosím, podpíšte dve kópie tohto dokumentu o prevode. Predávajúci aj kupujúci si ponechajú jeden podpísaný originál.