

Uslovi korišćenja Microsoft licenci po SPLA modelu

između:

Naziv pravnog lica

Adresa, mesto (u daljem tekstu **Korisnik**)

i

„Serbia Broadband – Srpske kablovske mreže“ d.o.o. Beograd, Ogranak SBB Solutions, Beograd, matični broj: 17280554, PIB: 101038731, koga zastupa direktor Srđan Tomašević (u daljem tekstu **Provajder**)

1. Predmet uslova korišćenja

Uslovi korišćenja definišu pravila iznajmljivanja i korišćenja Microsoft licenci po *Service Provider License Agreement* (SPLA) modelu. *Uslovi korišćenja* predstavljaju aneks Ugovora o korišćenju servisa baziranog na operativnom sistemu Microsoft Windows.

2. Osnovne obaveze Provajdera

Provajder se obavezuje da će u periodu važenja ugovora omogućiti Korisniku korišćenje zakupljenih Microsoft licenci po SPLA modelu, i da će nadležnom SPLA distributeru svakog meseca dostavljati izveštaj o iskorišćenim licencama Korisnika. Zakupljene licence su navedene u porudžbenici koju je Korisnik popunio prilikom poručivanja servisa, ili je pak naknadno između Korisnika i prodavca Provajdera dogovoreno korišćenje dodatnih Microsoft SPLA licenci.

Provajder se obavezuje da će pri inicijalnoj instalaciji servisa baziranog na operativnom sistemu Microsoft Windows, predložiti Korisniku koje su neophodne licence, u skladu sa korisnikovim zahtevom, a po pravilima koja su definisana od strane Microsofta u dokumentu Microsoft SPUR (Service Provider Use Rights), i evidentirati njihovo korišćenje.

3. Osnovna obaveza Korisnika

Korisnik je po ovim *Uslovima korišćenja* obavezan da Provajderu isplati naknadu za korišćenje Microsoft licenci po SPLA modelu na mesečnom nivou.

4. Ostale obaveze Korisnika – upotreba Microsoft softvera

Isključivu odgovornost za sav instalirani Microsoft softver i njegovo korišćenje, na servisu baziranom na operativnom sistemu Microsoft Windows zakupljenom kod Provajdera, snosi Korisnik.

Korisnik je u obavezi da se pridržava pravila licenciranja po SPLA modelu, koja su definisana od strane Microsofta, u Microsoft SPUR dokumentu.

Korisnik je u obavezi da Provajderu prijavi sav instalirani Microsoft softver, kao i sve promene vezane za instaliranje i korišćenje Microsoft softvera na servisu baziranom na operativnom sistemu Microsoft Windows zakupljenom kod Provajdera, a radi kreiranja izveštaja o korišćenom softveru u toku meseca, koji Provajder prijavljuje Microsoft SPLA distributeru.

Korisnik je u obavezi da Provajderu prijavi sve promene u broju naloga, za Microsoft softver koji se licencira po broju naloga, odnosno po Subscriber Access License (SAL) modelu.

U slučaju zahteva kontrole prijavljenih licenci od strane Microsofta, Korisnik je obavezan da kontroloru, ovlašćenom od strane Microsofta, dozvoli i omogući pristup zakupljenom servisu baziranom na operativnom sistemu Microsoft Windows, radi ustanovljenja činjeničnog stanja sa Microsoft softverom na servisu Korisnika.

5. Ograničenje odgovornosti Provajdera

Provajder ni na koji način nije odgovoran za instalirani Microsoft softver na serveru Korisnika, a koji Korisnik nije prijavio pravovremeno Provajderu, radi kreiranja izveštaja o korišćenom Microsoft softveru koji se dostavlja Microsoft SPLA distributeru. Provajder nije u obavezi da obezbedi podršku za korišćenje Microsoft softvera.

6. Klausula o nadležnosti i merodavnom pravu

Sporove po ovim *Uslovima korišćenja* Korisnik i Provajder će rešavati sporazumno, a u slučaju da to nije moguće, ugovara se stvarna nadležnost suda u Beogradu.

U slučaju da su ovi *Uslovi korišćenja* zaključeni sa stranim licem i da su pored srpskog jezika prevedeni i na jezik stranog lica, za sva tumačenja će biti merodavan tekst *Uslova korišćenja* na srpskom jeziku.

7. Važenje uslova korišćenja

Uslovi korišćenja stupaju na snagu danom prihvatanja Ugovora za korišćenje servisa baziranog na operativnom sistemu Microsoft Windows uz koji su zakupljene i Microsoft licence po SPLA modelu.

Uslovi korišćenja se sklapaju na neodređeno vreme počev od datuma početka korišćenja zakupljenog servisa baziranog na operativnom sistemu Microsoft Windows. Ukoliko ne postoji potreba za daljim iznajmljivanjem licenci koje su predmet ovih uslova korišćenja, ovaj aneks se može raskinuti, uz najavu od strane Korisnika mesec dana ranije.

Korisnik se sa ovim *Uslovima korišćenja* saglašava prilikom poručivanja servisa baziranog na operativnom sistemu Microsoft Windows.

Uslovi korišćenja mogu biti sačinjeni u 4 istovetna papirna primerka, od kojih su, u tom slučaju, po dva za Korisnika i Provajdera.

Za Korisnika:

Za Provajdera:

Terms of use of Microsoft licenses by SPLA model

between:

Name of the company

Address, location (hereinafter: **User**)

And

„Serbia Broadband – Srpske kablovske mreže“ d.o.o. Belgrade, Branch SBB Solutions, Belgrade, registration number: 17280554, PIB: 101038731, represented by the director Srđan Tomašević (hereinafter: **Provider**)

1. Subject of the Terms of use

The *Terms of use* defines the rules for renting and using Microsoft licenses according to *Service Provider License Agreement* (SPLA). The *Terms of use* are an annex to the Agreement for the use of a Microsoft Windows-based Services.

2. Basic obligations of the Provider

Provider hereby obliges to allow the User to use the leased Microsoft licenses according to SPLA model during the period of validity of the contract and to submit a report on the User's used licenses to the responsible SPLA reseller every month. Leased licenses are listed in the order form completed by the User when ordering the service, or subsequently, additional SPLA licenses are agreed between the User and sales representative of the Provider.

Provider hereby obliges to present to the User the necessary licenses in accordance with the User's request for the initial installation of a Microsoft Windows-based service, according to rules defined by Microsoft in the Microsoft Service Provider Use Rights (SPUR), and record their use.

3. Basic obligation of the User

Under this *Terms of use*, the User is obligated to pay the Provider a fee for using Microsoft licenses by SPLA model on a monthly basis.

4. Other obligations of the User - use of Microsoft software

The exclusive responsibility for all installed Microsoft software and its use, on a Microsoft Windows-based service leased by the Provider, is on the User.

The user is required to comply with the SPLA model licensing rules, which are defined by Microsoft in Microsoft SPUR document.

The User is obliged to notify the Provider of all installed Microsoft software, as well as any changes related to the installation and use of Microsoft software on a Microsoft Windows-based service leased by the Provider, so the Provider could create a report on used software during the month, which the Provider sends to Microsoft SPLA reseller

The User is obliged to notify the Provider of any changes in the number of accounts, for Microsoft software licensed by the number of accounts, that is by the Subscriber Access License (SAL) model.

In the event of a request for audit of the reported licenses by Microsoft, the User is obliged to permit and allow the Microsoft-authorized auditor access to a leased service based on Microsoft Windows to verify the factual situation with Microsoft software at the User's service.

5. Limitation of the liability of the Provider

The Provider shall in no way be liable for the installed Microsoft Software on the User's Server, which the User did not report to the Provider in a timely manner, so the Provider could create a report on the Microsoft software used to be delivered to the Microsoft SPLA distributor. Provider does not provide support for use of Microsoft software.

6. Clause on jurisdiction and applicable law

Disputes under these *Terms of use* shall be settled by the User and the Provider by mutual consent, and in case this is not possible, the real jurisdiction of the court in Belgrade shall be settled.

In the event that these *Terms of use* are concluded with a foreign company, and in addition to the Serbian language, they also were translated from Serbian language to another language, for all interpretations the text of the *Terms of use* in the Serbian language shall be used.

7. Importance of usage conditions

Terms of use becomes effective on the day of acceptance of the Microsoft Windows-based Service Agreement for which Microsoft Licenses are licensed under the SPLA model.

Terms of use are concluded indefinitely starting from the date of the beginning of the use of a leased service based on Microsoft Windows. If there is no need for further leasing of the licenses subject to these *Terms of use*, this annex may be terminated, with a notice by the User one month earlier.

The User agrees with these *Terms of use* when ordering a service based on Microsoft Windows.

Terms of use can be made in 4 identical paper copies, out of which, in that case, two copies are for the User and two for the Provider.

For the User:

For the Provider: