



NEW PRODUCT ADDENDUM

EFFECTIVE DATE OF ADDENDUM 11.05.2007

AGREEMENT NO. DataCentrum0808

PROGRAM TYPE: GELA

Citrix and the undersigned customer ("Customer") enter into this New Product Addendum to amend the license terms of the above referenced agreement (the "Agreement") between Customer and Citrix to enable the Customer to license in addition to the Citrix Software previously available additional Citrix products.

Citrix and Customer hereby agree to amend the sections of the identified terms of the Agreement referenced above and/or add as follows:

1. Definitions.

The following definitions are added or amended as follows:

"Appliance" means a Hardware appliance with included Software.

"Documentation" means the user documentation for the applicable Product.

"Hardware" means the hardware components of an Appliance supplied by Citrix.

"Open Source Software" means third party software distributed by Citrix under an open source licensing model (e.g., the GNU General Public License).

"Product" means, separately or inclusively, Software, Appliance, and/or Documentation.

"Reseller" means a Citrix Solutions Advisor Reseller (CSA) or a FLEX reseller, as applicable.

"Software" means a Citrix proprietary software program in object code form distributed hereunder. "

All references in the Agreement to "Software" or "Software Product" are hereby deleted and replaced with a reference to "Product," "Software," "Hardware," or "Appliance" as is appropriate within the context of the particular section, or, if insufficient, within the context of the Agreement.

2. Grant of License.

The section "Grant of License" is hereby deleted in its entirety, with the exception of the clause "Termination for Breach", and replaced with the following:

License and Maintenance. Citrix hereby grants Customer a non-exclusive, non-transferable, worldwide, perpetual license to use Products up to the number of licenses purchased. Software included in an Appliance is licensed to Customer only for use on Hardware. Citrix and its licensors own all right, title, and interest in: (i) the Products; and (ii) all intellectual property of any kind relating to the design, manufacture, or operation of the same. Except as expressly provided in this Agreement, Customer may not: (i) use, copy (except as set forth in the section "Other rights" below), modify, or transfer Products or any copy in whole or in part, or grant any rights in the Products; (ii) translate, reverse engineer, decompile, disassemble, or create derivative works based on the Products (except to the extent expressly permitted by applicable law and to the extent that such rights cannot be limited); (iii) rent or lease the same (but allowing for use in providing application services as set forth in the section "Other Rights" below); or (iv) remove any proprietary or intellectual property notices, labels, or marks.

Other Rights. Customer may use server software contained in Software to provide application services to third parties, but Customer's total usage will be limited to the number of licenses purchased. Customer may copy and distribute client software contained in the relevant Software, if any, to such third parties in providing such services. Customer may make a reasonable number of copies of the Software (not including software included with an Appliance) in machine-readable form solely for back-up purposes and/or disaster recovery.



Maintenance. The Reseller will provide the Customer with available maintenance models for Customer's applicable Products and geography.

3. Order

The following is added to the section "Order":

Points earned for purchases and the suggested discount may differ between products and may not apply to some offerings. The Reseller can clarify the discount offerings available in Customer's geography.

4. Delivery.

The section "Delivery of Product" is replaced with the following:

Delivery. Either Citrix, a distributor, or the Reseller will provide Customer with each selected Product.

5. Limited Warranty and Disclaimer.

The section "Limited Warranty and Disclaimer" is amended as follows:

"Software Limited Warranty" shall not apply for Open Source Software.

The following subsection is hereby inserted:

"Hardware Limited Warranty"

"Citrix warrants Hardware to be free from defects in material and workmanship in normal use for a period of one (1) year after the date of purchase. Customer may purchase annual one (1) year warranty extensions as such extensions may be offered by Citrix in its sole discretion from year to year. Customer's exclusive remedy and the entire liability of Citrix, its licensors, and suppliers under this warranty (which is subject to Customer returning the Hardware to the Reseller) will be to replace the Hardware or refund the purchase price at its sole discretion. This warranty does not cover any loss or damage which occurs in shipment or which is due to any of the following: (1) improper installation, maintenance, adjustment, repair or modification by Customer or a third party; (2) misuse, neglect, or any other cause other than ordinary use, including without limitation, accidents or acts of God; (3) improper environment, excessive or inadequate heating or air conditioning, electrical power failures, surges, or other irregularities; or (4) third party software or software drivers."

6. Indemnification.

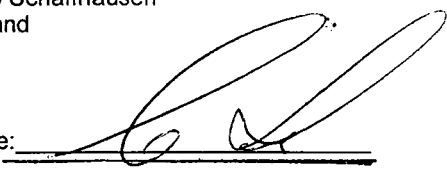
The section "Indemnification" is amended as follows:

Citrix does not offer indemnification for Open Source Software.

Entire Agreement. Except as expressly modified herein, all terms and conditions of the Agreement shall continue to apply to all products purchased. This New Product Addendum, the Agreement and any Exhibits shall constitute the entire Agreement between Customer and Citrix.



Citrix Systems International GmbH
Rheinweg 9
CH-8200 Schaffhausen
Switzerland

Signature: 

Name: Connie Lane

Position: Director Finance EMEA

Date: 11.05.2007

Company Stamp:

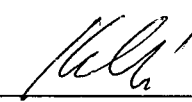
CITRIX
Citrix Systems
International GmbH
Rheinweg 9
8200 Schaffhausen
Switzerland
Tel. +41 (0) 52-635 77 00
Fax +41 (0) 52-635 77 11

Please fill out completely!!!

Citrix may reject incomplete or incorrect documents

CUSTOMER: DATACENTRUM

Address: CINTORÍNSKA 5
814 88 BRATISLAVA
SLOVAKIA

Signature: 

Name: Ing. MIROSLAV KOLLÁR

Position: DIRECTOR

Date: 17 APR. 2007

Company Stamp:

DataCentrum
Cintorínska 5
814 88 BRATISLAVA
2



GOVERNMENT ENTITY LICENSE AGREEMENT

EFFECTIVE DATE: _____

AGREEMENT NUMBER: _____

This Government Entity License Agreement ("GELA" or "Agreement") is entered into between Citrix Systems International GmbH Rheinweg 9, CH-8200 SCHAFFHAUSEN, Switzerland ("Citrix"), and the undersigned qualified Customer.

CUSTOMER INFORMATION

Please provide the following contact and delivery information. The Technical Point of Contact listed below will receive the User Licenses.

Customer Name ("Customer")			DATA CENTRUM		
Street Address:			CINTORÍNSKA 5		
City/State:	BRATISLAVA	Country:	SLOVAKIA	Zip/Postal Code:	814 88
Contract Administrator Name:			Ing. MOJMÍR KOLLÁR		
Telephone:	421 2 592 78 214	Fax:	421 2 529 26 870	E-mail:	kollar@datacentrum.sk
Technical Point of Contact:			Ing. JÁN ZELENÁK		
Telephone:	421 2 592 78 511	Fax:	421 2 529 25 180	E-mail:	zelenak@datacentrum.sk

1. Definitions.

"Customer" is a non-profit agency which is in charge of a utility as defined by the law or the jurisprudence in force in the concerned country or other non-profit government authority or organization ("Governmental Entity"). Customer definition shall also include (i) all schools under exclusive governance of Governmental Entity that is organized and operated exclusively for educational purposes, such as a correspondence school, junior college, college, university, scientific or technical institution, which is accredited by associations recognized by the Department of Education and/or the local Education Authority, and that teaches students as its primary focus, or (iii) the district, regional, or state administrative office of the foregoing, if the office is organized and operated exclusively for educational purposes as well as (ii) all libraries under the exclusive governance of Governmental Entity ("Academic Entity"). By way of example, the law school, business school, or library of a university meeting the requirements would be part of the Customer for purposes of this Agreement. Any administrative office or Board of Directors that controls, administers, or is controlled by or administered by Customer and which has completed and delivered a duly executed Customer Affiliate Agreement in the form of the attached as Exhibit A may also participate in the Government Entity Licensing Program.

"Appliance" means a Hardware appliance with included Software.

"Documentation" means the user documentation for the applicable Product.

"Hardware" means the hardware components of an Appliance supplied by Citrix.

"Open Source Software" means third party software distributed by Citrix under an open source licensing model (e.g., the GNU General Public License).

"Product" means, separately or collectively, Software, Appliance, and/or Documentation.

"Software" means a Citrix proprietary software program in object code form distributed hereunder.



2. Customer Confirmation.

Upon request, Customer acknowledges to provide to Citrix a statement signed by an executive director which certified that it is a non-profit Government or Academic entity.

Customer hereby confirms: <Check the option below, if applicable>

If both Governmental and Academic Entities are included in the Customer organization, and Customer signs this Agreement as an Academic Entity, Customer hereby confirms that it shall use this Agreement and any Software licensed under this Agreement for the benefit of its Academic Entities only.

3. Agreement Term. Citrix and Customer enter into this Agreement to license to Customer certain Products in accordance with the terms of this Agreement. This Agreement is for a twenty-four (24) months term beginning on the date Customer is notified that Citrix has accepted this Agreement ("Effective Date").

4. Orders. All orders for Products during the term of this Agreement shall be placed pursuant to a purchase order submitted to a Citrix Solution Advisor Reseller ("CSA"), and are subject to acceptance by a CSA. Citrix provides the CSA with the suggested retail price for Products. The CSA determines Customer's price and payment terms. The CSA determines Customer's program discount level during the Term based on Customer's initial order. Subsequent orders must be for a minimum of one hundred (100) points. Customer may increase the discount during the Term by placing an order qualifying for a higher program discount. The level of discount for Customer and each Customer Affiliate shall be based on their individual initial purchase order. The level of discount rights granted to Customer or an Affiliate is not transferable to other Affiliates entities.

5. Delivery of Products. Upon acceptance of this Agreement by Citrix and receipt of the purchase order by a CSA Reseller on behalf of Customer, Citrix, a distributor, or the CSA will provide Customer with each selected Product.

6. License and Maintenance.

6.1. License. Citrix hereby grants Customer a non-exclusive, non-transferable (except to the extent permitted in Section General Provisions.), worldwide, perpetual license to use Products up to the number of licenses purchased. Software included in an Appliance is licensed to Customer only for use on Hardware. Citrix and its licensors own all right, title, and interest in: (i) the Products; and (ii) all intellectual property of any kind relating to the design, manufacture, or operation of the same. Except as expressly provided in this Agreement, Customer may not: (i) use, copy (except as set forth in Section Other Rights below), modify, or transfer Products or any copy in whole or in part, or grant any rights in the Products; (ii) translate, reverse engineer, decompile, disassemble, or create derivative works based on the Products (except to the extent expressly permitted by applicable law and to the extent that such rights cannot be limited); (iii) rent or lease the same (but allowing for use in providing application services as set forth in Section Other Rights below); or (iv) remove any proprietary or intellectual property notices, labels, or marks. To the extent that any applicable mandatory laws (such as, for example, national laws implementing EC Directive 91/250 on the Legal Protection of Computer Programs) gives Customer the right to perform any of the activities mentioned in sub-paragraphs (i) and (ii) above without Citrix' consent for purposes specified in the respective statutes, Customer agrees to provide Citrix with a written request detailing the information Customer is seeking to gain and the purpose for which Customer needs the information before exercising any such statutory rights. Only if and after Citrix, at its sole discretion, partly or completely denies Customer's request, shall Customer exercise its statutory rights. For information regarding software interoperability, please write: Citrix Systems International GmbH, Rheinweg 9, CH-8200 SCHAFFHAUSEN, Switzerland, Attn: Interoperability.

6.2. Other Rights. Customer may use server software contained in Software to provide application services to third parties, but Customer's total usage will be limited to the number of licenses purchased. Customer may copy and distribute client software contained in the relevant Software, if any, to such third parties in providing such services. Customer may make a reasonable number of copies of the Software in machine-readable form solely for back-up purposes and/or disaster recovery.

6.3. Maintenance. The CSA will provide the Customer with available Product maintenance models.

7. Warranty.

7.1. Software Product Limited Warranty. Citrix warrants that, for a period of ninety (90) days from the date of delivery of the Software: (i) the media on which the Software is furnished will be free from defects in materials and workmanship and (ii) the Software (excluding Open Source Software) will perform substantially in accordance with the Citrix product documentation included with the product. Citrix's and its suppliers' entire liability and Customer's



exclusive remedy under this warranty (which is subject to Customer's returning the Software to Citrix with a copy of Customer's original purchase order) will be, at Citrix option, to replace the Software or to refund any license fees attributable to the defective products.

7.2. Hardware Limited Warranty. Citrix warrants Hardware to be free from defects in material and workmanship in normal use for a period of one (1) year after the date of purchase. Customer may purchase annual one (1) year warranty extensions as such extensions may be offered by Citrix in its sole discretion from year to year. Customer's exclusive remedy and the entire liability of Citrix, its licensors, and suppliers under this warranty (which is subject to Customer returning the Hardware to the CSA) will be, at the sole discretion of Citrix, to replace the Hardware or refund the purchase price. This warranty does not cover any loss or damage which occurs in shipment or which is due to any of the following: (1) improper installation, maintenance, adjustment, repair or modification by Customer or a third party; (2) misuse, neglect, or any other cause other than ordinary use, including without limitation, accidents or acts of God; (3) improper environment, excessive or inadequate heating or air conditioning, electrical power failures, surges, or other irregularities; or (4) third party software or software drivers.

7.3. Disclaimer of Warranty. TO THE EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT FOR THE ABOVE LIMITED WARRANTIES, CITRIX AND ITS SUPPLIERS MAKE, AND CUSTOMER RECEIVES, NO WARRANTIES OR CONDITIONS, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, AND CITRIX AND ITS SUPPLIERS SPECIFICALLY DISCLAIM WITH RESPECT TO PRODUCTS, AND MAINTENANCE ANY CONDITIONS OF QUALITY, AVAILABILITY, RELIABILITY, SECURITY, LACK OF VIRUSES, BUGS OR ERRORS, AND ANY IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT (CITRIX OFFERS INFRINGEMENT INDEMNIFICATION IN SECTION INDEMNIFICATION).

7.4. THIS SECTION GIVES CUSTOMER SPECIFIC LEGAL RIGHTS. CUSTOMER MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION.

7.5. Customer's Warranty. Customer warrants that it has the authority to bind under this Agreement those of its Affiliates making any use of the Products. Customer will be liable to Citrix in the event Customer transferred licenses to any Affiliate and this Affiliate fails to comply with any term or condition of this Agreement. In the event Customer Affiliate signs an Affiliate agreement and places an order, Customer Affiliate shall be liable for the compliance of the license terms and conditions.

8. Ultrahazardous Activities. The Products are not designed, manufactured or intended for use in any environment in which the failure of the Products could lead to death, personal injury, or severe physical or environmental damage, such as in the control of equipment in any hazardous environment requiring fail-safe performance ("Ultrahazardous Activities"). Citrix, its licensors and suppliers specifically disclaim any express or implied warranty of fitness for Ultrahazardous Activities.

9. Limitation of Liability. EXCEPT FOR THE INDEMNIFICATION OBLIGATIONS IN SECTION INDEMNIFICATION, AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, NEITHER CITRIX, ITS SUPPLIERS NOR LICENSORS SHALL BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, MULTIPLE, PUNITIVE OR OTHER INDIRECT DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF DATA, LOSS OF INCOME, LOSS OF OPPORTUNITY, LOST PROFITS, COSTS OF RECOVERY OR ANY OTHER DAMAGES), HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, AND WHETHER OR NOT FOR BREACH OF CONTRACT, NEGLIGENCE, OR OTHERWISE, AND WHETHER OR NOT CITRIX OR ITS SUPPLIERS OR LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED HEREIN. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE TOTAL CUMULATIVE LIABILITY OF CITRIX AND ITS LICENSORS AND SUPPLIERS ARISING OUT OF THIS AGREEMENT AND/OR THE TERMINATION THEREOF SHALL BE LIMITED TO THE SUM OF THE AMOUNTS PAID AND OWING TO CITRIX OR THE CSA FOR THE RELEVANT PRODUCT DURING THE RELEVANT AGREEMENT TERM.

10. Indemnification. Citrix shall hold harmless, indemnify and defend any claim, suit or proceeding brought against Customer based on an allegation that a Product (excluding Open Source Software) as delivered hereunder infringes upon any patent or any copyright or violates any trade secret rights of any party ("Infringement Claims"), provided Customer promptly notifies Citrix in writing of its notification or discovery of an Infringement Claim such that Citrix is not prejudiced by any delay of such notification. Citrix shall pay reasonable attorney's fees, court costs, and damages finally awarded in such Infringement Claim and the reasonable costs associated with its settlement of any Infringement Claim. Citrix will have sole control over the defense or settlement of any Infringement Claim, and Customer will provide reasonable assistance in the defense of same. Citrix will reimburse Customer for reasonable



expenses incurred in providing such assistance. Following notice of an Infringement Claim, or if Citrix believes such a claim is likely, Citrix will, at its sole expense and option: (i) procure for Customer the right to continue to use the allegedly infringing Product; (ii) replace or modify the Product to make it non-infringing; or (iii) accept return and refund as appropriate payments made for the Product by Customer, on a three (3) year straight line depreciation basis. Citrix assumes no liability, and shall have no liability, for any Infringement Claim based on: (i) Customer's use of any Product after notice that Customer should cease use of such Product due to an Infringement Claim; (ii) any modification of a Product by Customer or at its direction; (iii) Customer's combination of a Product with non-Citrix programs, data, hardware, or other materials; or (iv) any trademark infringement involving any marking or branding not applied by Citrix or involving any marking or branding applied at Customer's request. THE FOREGOING STATES THE EXCLUSIVE REMEDY OF CUSTOMER WITH RESPECT TO ANY INFRINGEMENT CLAIM.

11. Audit. Not more frequently than annually and at Citrix' expense, Citrix may audit Customer's use of the Products. If an audit reveals that Customer has underpaid fees for any products, in addition to other remedies provided for herein, Customer shall be invoiced for such underpaid fees. If the underpaid fees exceed five percent (5%) of the license fees paid, then Customer shall also pay Citrix' reasonable costs of conducting the audit and shall owe interest on the deficiency to the CSN at an annual rate equal to the lesser of (i) the published rate of EURIBOR plus six per cent (6%) on the due date; or (ii) the maximum interest rate allowed under applicable law.

12. Termination. If Customer violates any grant of license, license restrictions or property right or otherwise engages in unauthorized copying or distribution of the Software or the accompanying documentation and Customer fails to correct such violation within thirty (30) days after notice by Citrix, Citrix may terminate all licenses to any Software granted hereunder. Upon termination of the licenses all rights to any Software granted hereunder shall immediately terminate and Customer must promptly cease use of the Software, and as soon as commercially reasonable (but in no event more than thirty (30) days following such termination), have returned to Citrix or destroyed, at Customer's expense and as directed by Citrix, all Software and documentation and any copies thereof.

13. Compliance with Laws. Customer agrees to comply with all applicable export laws and regulations.

14. Governing Law and Jurisdiction. This Agreement will be governed by the laws of Switzerland without reference to Conflict of Laws principles, and excluding the United Nations Convention on Contracts for the International Sale of Goods, and in any dispute arising out of this Agreement, you consent to the exclusive personal jurisdiction and venue of the competent courts in the Canton of Zurich. Notwithstanding the foregoing, either party may seek injunctive relief in any court of competent jurisdiction to protect its intellectual property rights.

15. General Provisions. Termination or expiration of this Agreement shall not relieve either party of any payment obligation incurred prior to termination. Neither this Agreement nor any of the rights or obligations of Customer arising under this Agreement may be assigned or transferred, by operation of law or otherwise, without the prior written consent of Citrix unless assigned to a successor in interest, or pursuant to a merger, corporate reorganization, or a sale or transfer of all or substantially all of Customer's assets. Subject to this restriction, this Agreement will be binding upon and inure to the benefit of the parties hereto, their successors and assigns. Sections License, Other Rights, Ultrahazardous Activities, Disclaimer of Warranty, Limitation of Liability, Indemnification, Audit, Compliance with Laws, Governing Law and Jurisdiction and General Provisions shall survive the expiration or termination of this Agreement; provided, however, that in the event of a termination by Citrix for breach, all rights and licenses granted to Customer shall immediately terminate. All other rights and obligations of the parties shall cease upon expiration or termination of this Agreement. If any provision of this Agreement is held to be invalid by a court of competent jurisdiction, the remaining provisions will nevertheless remain in full force and effect. Citrix and Customer agree to replace any invalid provision with a valid provision which most closely approximates the intent and economic effect of the invalid provision. Non-performance of either party shall be excused to the extent that performance is rendered impossible by Force Majeure. The waiver by a party of a breach of any provision of this Agreement by another party will not operate or be interpreted as a waiver of any other or subsequent breach. No waiver, modification or amendment to this Agreement shall be effective unless in writing and signed by a duly authorized representative of the parties. This Agreement, including its Exhibits, as supplemented from time to time, constitutes the entire agreement between Citrix and Customer and supersedes any and all other agreements or discussions, oral or written, relating to the purchase of Products by Customer.

To provide notice under this Agreement or to contact Citrix for any reason, write to Citrix Systems International GmbH, Rheinweg 9, CH-8200 Schaffhausen, Switzerland.

Customer has read, understands and agrees to the terms and conditions of this Agreement and duly authorized to execute this Agreement on behalf of Customer.



CITRIX SYSTEMS INTERNATIONAL GMBH

Signature: _____

Name: _____

Position: _____

Date: _____

CUSTOMER: DATA CENTRUM
<Print Name of Company>

Signature: *[Handwritten Signature]*

Name: Ing. HOJMÍR KOLLÁR

Position: DIRECTOR

Date: 17 APR. 2007