



SOFTWARE MAINTENANCE GENERAL TERMS

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Introduction to Software Maintenance General Terms

Designation of the Contracting Parties within the General Terms

- The Provider means the party that, under this Agreement, acts as the provider of the Maintenance Services.
- The Customer means the party that, under this Agreement, acts as the recipient of the Maintenance Services.
- The End Customer means the party that receives the Maintenance Services and is also the holder of the usage rights to the maintained Software Product.
- The Reseller, for the purposes of this Agreement, means a Provider that is not the copyright owner of the maintained Products but is contractually authorized to provide Maintenance to its customers. The Reseller acts within the contractual chain in a dual role:
 - a) as the Customer under the Maintenance Agreement concluded between the Reseller and LOGIS, and
 - b) as the Provider under the Maintenance Agreement concluded between the Reseller and the End Customer.

These General Terms therefore apply both to agreements in which LOGIS is the Provider (as the vendor and copyright owner of the Products) and to agreements in which the Provider is a Reseller. This structure ensures full consistency of rights and obligations across all contractual relationships in the LOGIS – Reseller – End Customer chain.

If this Agreement is concluded between LOGIS and a Reseller, the End Customer shall be identified in the Software Maintenance Specification (see "Agreement and Software Maintenance Specification" on page 43) by means of the parameter END CUSTOMER IDENTIFICATION.

Formatting of Terms and Their Definitions

In the text of these General Terms, certain terms shall be written in a format that specifies the source of their definition or the scope of their application:

- Words and phrases written with capitalized initial letters shall, for purposes of this Agreement, have the meaning defined in this Agreement. The explanation or definition of such terms is generally provided at their first appearance. Derivative forms of such terms may also be used, including, for example, by modifying the word order or by converting a noun into a verb.
- Some specific Maintenance terms or parameters are defined for their possible use in the Software Maintenance Specification (for details, see "Agreement and Software Maintenance Specification" on

page 43). Capital letters are used to write these terms or parameters, ie the following FORMATTING.

1. Definition of Basic Terms

Everything that is essential in this Agreement is related to software. The world of software is developing rapidly and even though software plays a very significant role practically everywhere, there hasn't been a universally valid or binding terminology presented so far, one that we could build upon for example in contractual documents so as to avoid conflicting interpretations.

For contractual documents whose subject matter is software products and systems, clear terminology is essential, as it may allow not only a unambiguous interpretation of contractual documents, but also efficient communication of the parties involved during the Contract execution. For the purpose of this Agreement, we therefore include the following subchapters, which list and describe the terms that the contracting parties will use (or, may encounter) during the execution of the Agreement and which directly relate to the software, its specification, releases, installations, implementation, operation and maintenance.

The definition of some terms may be, for the purposes of this Agreement, narrowed compared to their possible general perception¹. The reason is to avoid the situation when the terms that are used exclusively in the specified meaning in this Agreement would have to be specified and defined repeatedly for their specific use. However, all such terms are consistently capitalized, which refers to the fact that they are a term defined for the purposes of this Agreement.

1.1. Software and its Specification

In this Agreement two main kinds of Software will be considered:

- Products
- Systems

Software is often operated as Software Systems consisting of Software Products and/or other Systems (Sub-Systems) and/or Other System Components.

1.1.1. Product and its Specification

Product (Software Product) for the purposes of this Agreement means software developed by its vendor for the purpose of general and repeated sale², and which is or may be specified in the Software License Specification³.

Products are distributed or made accessible in the form of a reproduction of the Product.

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- 1 E.g. although a software product is generally a software system, for the purposes of this Agreement we define the terms System and Product as two separate things. Thanks to that, though, we can use the purposefully narrowed term System and we do not have to specify its meaning further in many places of the text, such as "software system that is not a product", which would certainly not benefit the readability of an already dense text.
 - 2 I.e. for the purpose of use in different Systems of different Customers/businesses.
 - 3 For the purposes of this Agreement, a specific Module, which constitutes a relatively independent part of modular software developed by its vendor for the purpose of general and repeated sale, may also qualify as a Product.

A Product is generally continuously developed and improved by its vendor. Modifications or Improvements of the Product are released by the vendor to entitled parties through **Product Releases** (see "Software Releases" on page 18).

A Product Release is characterized by its **Product Specification**, which is a summary of characteristics (**Specified Features**, Features) describing the behaviour of the Product Release declared by its vendor (see "Software Release Documentation" on page 20).

As the Product Specification is generally used in the license Agreement to determine the contractual obligations between the Licensor and the Licensee (e.g. in a way that the Licensor bases its guarantee towards the Licensee concerning the Product Features on the Product Specification), the Product Specification's nature is that of a **Contractual Specification**.

Software Vendors generally work on a continuous and long-term basis to develop the functional features of their Products. Among other things, this can not be done without certain functions, which have been implemented in a certain way, may be realized differently than they have been until now, or even disappear (e.g. because they have lost their meaning due to the other Features of the new Product Release). The development of new Product Releases is based on the Vendor's research and development. As in any other industry, research and development results cannot be predicted in detail in the development of software. For the above reasons, the Vendor cannot guarantee that Product Specifications will remain unchanged. The decision to change the Properties and hence the specification of the new Releases of the Products is entirely up to the Product Vendor.

Product Documentation is any documentation provided to the Customer as a part of Product Release.

1.1.2. System and its Specification

System (Software System) is a group of System Components, which are mutually linked into one specific functional unit in order to support its compliance with the respective System Specification.

Unlike Products, Systems are Software compiled together or developed specifically (custom) for a particular Customer on the basis of a contractually agreed Specification, which is usually prepared in close cooperation of the Customer and the System Supplier.

A System Specification (Contractual System Specification) for the purpose of this Agreement stands for a summary of all characteristics (Specified Features) the System is supposed to have, which are contractually agreed by the Parties⁴.

Unlike Product Specification, the Contractual System Specification cannot be modified by either Party at its sole discretion but only based on the mutual agreement of the Parties.

System Components may be the following:

- Products
- Sub-System(s) (Systems, which are Components of other/higher Systems)
- Other System Components

⁴ Generally it can be said that the System specification is a summary of all the features the System is to have. For the purposes of this Agreement we will however work with System Specifications that are **Contractual System Specifications**, i.e. those that are contractually established.

A System according to this Agreement may be developed:

- Exclusively by the Supplier :

The Provider arranges the System development according to its Specification, and delivers the finalized System to the Customer in accordance with the specific agreement,

or

- By supplier with the Customer's contribution:

Both Provider and the Customer contribute to the System development, each to a contractually agreed extent. The Responsibility of contracting Parties for the Features according to the Specification (see "Responsibility for a System Feature" on page 24) is agreed first of all in relation to that.

The contracting Party which provides any Component in favour of the System creation guarantees that any unsettled rights to the provided Component do not and will not stand in the way of future use of the System in the contractually agreed scope, and that the Component is not burdened by unsettled rights of any third party.

1.1.2.1. Sub-Systems

Sub-Systems are components of the System. By their character they are Systems, i.e. software components whose properties are defined by the respective Specification.

Subsystems can be Systems whose components are one or more Products (if, for example, a Long-Term Planning System, which has its own Specification, becomes a component of the Enterprise Planning System). Sub-Systems are also Customizations of the System.

1.1.2.1.1. Customization

Customizations are used to provide specific requirements for System features.

Depending on the context, the term Customization refers to:

- a. The case of a specific modification of a software feature
(a specific case can be related to e.g.: Customization title, Specifications, agreed conditions, offers, orders, delivery, claims, warranties ...)
- b. The process of making or implementing a modification to the software features
(work on Specification, development, testing, installation, ...)
- c. The software by which the modification of features is realized
(modified source code of the Product, new component of the software system)
- d. The features acquired by the Customization of the Software (Customization Specification)

Customizations can be realized:

1. By changing the software Product
and/or
2. By changing the software System without changing the Product(s) which are its components (System Customization).

Unless otherwise expressly agreed for a particular case, for the purposes of this Agreement, Customizations made under this Agreement are **System Customizations**. If a Customization does not specify what Customization it is, it is assumed to be a System Customization.

An integral part of the Customization is its **Specification**, which defines what features the System should have due to the realized Customization.

For the purposes of this Agreement, we distinguish between the Implementation Customization and the Post-Implementation Customization.

- **Implementation Customizations** are Customizations made during the System Implementation.

An integral part of the System Implementation Agreement is usually the System Specification. The System Specification may contain specifications of the Customizations to be executed during the Implementation.

- **Post-Implementation Customizations** are Customizations which are made later after completion of the System Implementation. They can be executed as Additional Maintenance Services.

Customizations are the copyright and property of the Author. This Agreement does not transfer ownership of the Customizations to the Customer. Analogously to the Products, Customers use the Customizations on the basis of user rights.

1.1.2.2. Other System Components

Apart from Products or Systems, any other Components that become System Components will be included in the so-called **Other System Components**. Unlike Products or Systems, Other System Components do not have their own Contractual Specification (i.e. any possible specification that could pertain to such Components is not a subject of contractual obligations between the Parties).

The Other System Components are being included in the System without pursuing the achievement of the feature specified in the Contractual Specification. Their purpose is therefore not to fulfill any contractual obligation. These components are therefore included in the System on a non-binding basis (e.g. a new feature for testing). However, the Party that includes such a component in the System is responsible for any consequences.

It is entirely up to the contracting Party that contributes the Other Component to the System whether it will provide the other Party some Specification of given Component or not.

1.1.2.3. Contractual Specification and Risks of the Contracting Parties

As in any other branch, it applies that what the Supplier is obliged to deliver and what the Customer orders is determined by a Contractual Specification (e.g. Project Specification and/or System Specification).

In the contractual relationship between Customer and Supplier that regards Implementation and/or maintenance of a System, the following applies:

- Contractual Specification and risks of the Supplier

What the Supplier is obliged to deliver to the Customer is determined by the Contractual Specification. The Supplier's risks therefore arise from how the Supplier analyses the requirements according to the Specification, how the Supplier checks the feasibility, how the Supplier calculates the implementation costs and how the Supplier sets the conditions under which the Supplier accepts the obligation to deliver or maintain the System in accordance with the Contract Specification. The Supplier's risks are associated with the assessment of the Contractual Specification and the subsequent decisions involved in the determination of:

- price and payment conditions
- time for Delivery
- requirements for Customer's Cooperation

The risk of the consequences of the Supplier's decision to accept the obligations associated with the Contract execution in accordance with the relevant Specification is the Supplier's exclusive risk.

- Contractual Specification and the Customer's risks

What the Customer orders is determined by the Contractual Specification. Therefore, Customer's risks arise from the assessment of the Specification in terms of its needs and intended use. The risks of the Customer are mainly related to the assessment of the Contractual Specification from the following points of view:

- Completeness
- Correctness
- Unambiguousness
- Verifiability (objective judgment of whether or not the System has a specific Feature)

The risk of the consequences of Customer's decision to accept the obligations associated with the purchase of the System pursuant to the applicable Specification is the sole risk of the Customer.

As for possible problems with Contractual Specification quality, their consequences are as follows:

- **incompleteness**

If the Specification is not complete, i.e. during implementation (development or Maintenance) it is discovered that the Specification is missing the specification of some Feature, then the Party that finds out about the problem and wishes to remedy the situation can suggest a change to the other Party and the Parties can attempt to agree a Change of Contractual Specification (see "Changes in Contractual System Specification" on page 15).

- **incorrectness**

If a Feature is specified incorrectly, it is treated as an Invalid Feature of the Contractual Specification (see "Invalid Feature Specification" on page 16).

If any Party finds out that a Feature of the Specification is defined incorrectly, the result is the same as in the previous point – the Parties can attempt to agree a Change of Contractual Specification.

Incorrectly specified Features are also those Features that are (i) in mutual conflict, i.e. they are mutually exclusive, or (ii) such Features in which there exists a contradiction within the Feature description itself.

- **ambiguity**

If a certain Feature of the Contractual Specification is specified ambiguously, then achieving any state that is in accordance with any of the possible interpretations is considered a fulfillment.

Note: The fact that a Feature is ambiguous may be found out only after the Supplier has carried out the development works in a way that the result accommodated some possible interpretation of the given Feature of Contractual Specification. If it is so, the given matter is considered to be fulfilled.

It is up to the Customer how significant the difference between the achieved state and his expectation is in the given case (i.e. his own possible interpretation of the ambiguously formulated Feature). If the Customer wishes to remedy the ambiguity to fit his needs, he can attempt to negotiate a Change of Contractual Specification.

- **non-verifiability** (inability to objectively determine whether the System has a specific Feature or not)

It sometimes happens that the Customer includes Features in the Contractual Specification the achievement of which cannot be objectively verified (e.g. "System is to be modern, user-friendly, easily manageable, efficient" and the like). These are Features formulated in such a way that it cannot be objectively determined whether the given Feature has been achieved or not.

If it is found out that the achievement of some System Feature according to the Contractual Specification cannot be objectively determined (i.e. it is impossible or the Parties have trouble determining/agreeing on the accomplishment criteria so that they are independent on subjective evaluation), then thusly specified Features become Invalid Contractual Specification Features (see "Invalid Feature Specification" on page 16). The Parties can attempt to agree on a Change of Contractual Specification in these cases as well.

1.1.2.4. Further System Development

The Customer's needs regarding the Customer's System may evolve over time. The Customer and Provider may agree on a Change to the Contractual Specification (modification, addition, ...), on the contractual terms for the System delivery corresponding to the changed Specification and on the terms for the provision of System Maintenance with such changed System Specification.

While in the case of Products it is expected that in their life cycle new Product Releases will be developed and released for distribution (while it is entirely up to the Vendor's free will whether, when and with which Features the new Product Releases will be developed and distributed), features of Systems are determined by Contractual Specifications, therefore development of new System Releases is not a matter of free decision of any contracting Party, and new System Releases are created on a contractual basis, typically in particular when:

- the Parties contractually agree on a Change of Contractual System Specification (see "Changes in Contractual System Specification" on the next page)

- the development is aimed towards Error Correction, Improvement or solving another problem
- the development ensures Update of implemented or maintained System on a contractual basis

1.1.2.5. Changes in Contractual System Specification

Especially in the case of Systems for Demanding Environments⁵ it happens that during the Agreement execution a need for a Change in Contractual Specification arises from various reasons.

If such a need arises, it is handled as follows:

1. The first step necessary for a Change of Contractual Specification is the preparation of a new Specification version draft.
2. The second step is then to attempt to reach a contractual agreement between the Parties on the terms under which a System Release corresponding to the new version of the Specification will be delivered and/or maintained. However, the Customer must logically take into account that a change of the Contractual Specification may lead to a change in the workload of the Supplier and therefore also to impacts on the deadlines for the Execution and/or on the price.
3. If the Parties fail to reach a contractual agreement on a change of the Contractual Specification (e.g. due to limited time to solve, limited financial resources, etc.), the Contractual Specification remains valid without change and the proposal of a new Specification version has no contractual impact.

In the interest of higher flexibility, the Parties can contractually agree on a special process for introducing Changes of Contractual Specification. Such a process then doesn't have to demand a Contract or its addendum (i.e. a contractual document that would have to be signed by statutory representatives of both Parties) to be signed for every Change of Contractual Specification. For example, it is possible to contractually determine the group of persons authorized by each Party to negotiate and formally accept a new version of the Specification and the process of how a possible change takes effect.

1.1.2.6. Shortcomings in the Contractual Specification

It cannot be ruled out in practice that situations may occur when there are certain shortcomings of a Specification that, even if seemingly, impede or complicate the use of the Specification by the Parties for the purposes of this Agreement.

The following sub-chapters describe some of these situations and define a procedure in case of their occurrence.

1.1.2.6.1. Ambiguous Feature Specification

If a part of the Specification (Feature, Features) is ambiguous, then the interpretation of the Party Responsible for the Feature is applied if this interpretation is not in conflict with the Specification.

5 We consider those environments to be Demanding Environments in which certain attributes significantly apply, such as: high uniqueness, complexity and scope, change sensitivity, and/or limited predictability and descriptiveness.

1.1.2.6.2. Invalid Feature Specification

Despite all the care devoted to the Contractual Specification, it may happen that only after the Contractual Specification has become the subject of commitments by the contracting Parties, it is discovered that the given Contractual Specification contains a description of Features or Results that are either incorrect or unverifiable/objectively indeterminable (see also "Contractual Specification and Risks of the Contracting Parties" on page 12).

Such Feature Specifications are called Invalid Feature Specifications. The Features in question and all others that are themselves defined using the Invalid Feature Specification, are called Invalidly Specified Features. An Invalidly Specified Feature is also every Feature that uses for its Specification another Feature, which however is not specified or is Specified Invalidly. The behavior of Software that is not in accordance with the Invalidly Specified Feature, is not considered an Error. Analogously, also any acceptance tests that are related to an Invalid Feature, automatically become contractually unusable and cannot be used for the purposes of acceptance (non-implementation or failure of such an acceptance test cannot be a basis for refusing to accept a Delivery).

In such a situation the Contracting Parties can attempt to agree on such a change in Specification thanks to which the Invalidity of the Specified Features could be removed. However, until the Change of Contractual Specification is achieved, the Invalid Features have no contractual effect when determining whether anything is or is not fulfilled.

1.1.2.6.3. Contractual Specification versus System Component Specification

If a situation arises where any Feature contained in the Contractual Specification conflicts with the Features of the Specification of its Components (Sub-System and/or Product), the Feature of the Contractual Specification shall always take precedence.

Moreover, it cannot be ruled out that the Contractual Specification will define a certain Feature (or Features) of the System, where achieving (realizing) such a Feature will be subject to certain limitations or modifications of the functional repertoire (Features) of the Product or Sub-System, which are Components of the System. As a result, it applies that when using the Sub-System or Product within the System, it may generally not be possible to use all of their Features (i.e., Features described in the Specification of the Sub-System or Product). The Product or Sub-System is included in the System to achieve certain Features of the System (i.e., Features described in the System Specification). However, since certain Features of the Specification of the Product or Sub-System could conflict with the Features of the Contractual Specification, it is necessary to acknowledge that the use of the Product or Sub-System within the System may be restricted or defined to ensure compliance with or fulfillment of the Contractual Specification.

Delimiting the scope and manner of use of a Product or Sub-System within a System may be done with an instruction for operating the Product or Sub-System that limits the area of allowed functions of the Product or Sub-System, or prescribes certain binding procedures for work with the Product/Sub-System in such a way that the conflict with the Specification in question cannot be interpreted as a Product/Sub-System Error. For the same reasons, settings may be made in the Product/Sub-System aimed at limiting the possibility that the Product/Sub-System could be used in an inappropriate way within the System. And finally, for the same reason, a rule applies for Products/Sub-Systems operated within the System that even issuing any Instruction for the operation of the Product or Sub-System is considered to be a System Error removal.

1.2. Installation and Implementation

Software Installation is a process aimed towards creating conditions allowing use of the Software via a computer. During installation electronic data provided to the Customer (in the form of a Software Release) is copied into the computer system in such a way that at the end of the Installation it is possible to use the Software. **Installed Software** is the result of a successful installation.

Apart from the process above **Software Installation** is also a term used for the process result, i.e. Installed Software.

Software often cannot be routinely used immediately after its Installation. The commencement of routine use is frequently hindered by various circumstances, such as, but not limited to, the readiness of processes, users, support personnel, the operational environment of the Software (e.g., Software configuration, creation of data interfaces with the surrounding enterprise systems, parameter settings, customization, etc.), and similar factors. Therefore, the commencement of routine use of the Software is typically preceded by its Implementation.

Implementation⁶ is the execution of activities necessary to ensure readiness for the commencement of routine operation.

Software ready for routine operation is referred to as an **Implemented System**.

The Customer may carry out the Implementation independently. However, for more complex systems, such as planning systems, this is rather uncommon. Typically (and far more frequently), Implementation is carried out with the assistance of the Supplier, based on a contractual agreement. Contracts whose subject matter is Implementation are referred to as **Implementation Agreements**.

Implementation Agreements define the extent to which the Supplier is responsible for ensuring readiness for routine operation (with the remaining responsibilities falling to the Customer).

A prerequisite for the Implementation Execution is the existence of the Customer's use rights to the Products that are to become components of the Implemented System. Therefore, the Customer must obtain the use rights to the implemented Products in a timely manner and maintain these rights throughout the Implementation Execution period.

1.3. Production and Non-Production Software Installation

If use rights allow it, certain Software may exist in more Installations at the same time. The individual Software Installations may then differ in two main attributes:

- the purpose of use of the Installed Software, which may be either Production or Non-Production
- Software Release

These two main attributes are described in this and the following chapter.

⁶ The term Implementation has no binding definition. In the literature and other available materials, this term is usually explained with respect to a specific type of environment or implemented applications.

For the purposes of this Agreement we distinguish between two main purposes of Software Installations regarding the purpose of their use:

- **Production Installation** of the Software is an Installation that is used productionally, which means that the results of its operation are (albeit partially) used for the purposes of administrative support and/or management of Customer's company.

Software operated in a Production Installation is called Production Software, or also Productionally used Software.

- **Non- Production Installation** of the Software is an Installation that doesn't fit in the Production Installation definition.

Software operated in a Non-Production Installation is called a Non-Production Software, or also Non-Productionally used Software.

Note: The above distinction is important in relation to the specification of contractual rights and obligations concerning the use rights, development, delivery, and maintenance of the Software. E.g. the Production Installation of the Maintained Software must be unambiguously identified by the Customer in the event of the occurrence of an Error (for the Maintenance of Production Installation it is usually agreed to use higher levels of Criticality with reduced Time Limits for providing the solution).

1.4. Software Releases

Software is provided to the Customer in the form of Software Releases that represent the individual development stages of the given Software. A specific Release is identified by its Release ID.

Every Software Release must have its own Software Specification belonging unambiguously to it. In the case of a Product Release, the respective Specification is part of the Product it is distributed with – the question of which Product Specification corresponds to the Product Release therefore does not always have to be contractually addressed. In the case of a System Release, the Specification valid for the given System Release is identified in the respective Release Notes.

The Provider shall provide the Releases of the Software that is the subject of this Agreement.

Software Releases are provided through Release Packages which represent a set of electronic data and may contain:

- Electronic Data for performing Software Installation and/or updating Installed Software
 - This electronic data may also include auxiliary programs and/or data that may be used to perform the installation and/or update if the Provider decided to provide them (e.g. Validator – see "Validation of Installed Software" on page 22).

To anything that Provider provides to the Customer within the Package apart from the Maintained Software itself, it applies that the Customer has the right to use it for installation and/or operation of the Software, however there mustn't be any breach of valid license limitations to the respective Software. To avoid any doubt, it is also stated that as for rights and obligations of the Customer to

the Auxiliary Items, they are the same as in the case of Maintained Software.

- Release Documentation (for more see "Software Documentation" on the next page)

When preparing a Release Package the Provider takes into account what Software or its Releases are currently available in the Customer's Installations. Based on that the Package's content is adjusted so that it is sufficient for the purpose it is being issued for.

Not all parts or components of the Release Package must be provided with every Software Release or at the same time.

Parts of the same Release Package, whether they are being provided at the same time, at different times or by different means, must always be identified by the respective Release ID.

Release Packages can be provided on data carriers or by making them available to the Customer via the internet.

1.4.1. Release Types

Designating Software Release ID is up to the Software vendors.

In the same Software we can encounter different development stages, which can be:

- **Basic Release** of the Software

Basic Releases of Products are the Releases that are assigned for general distribution of Products on the market.

Basic Releases of Systems are the Releases that are provided to the Customer as Fulfillment of a specific contractual obligation of the Supplier to deliver to the Customer the System according to the relevant Specification.

- **Improved Release** of the Software

Improved Releases represent some improvement of an already issued Basic Release of Software. A typical reason for improved Releases are e.g. improvements of Software performance, Error Corrections (e.g. Hotfix – see below). In the case of Software Systems, this also includes the upgrade of a Component or Components of the System (without any change to the System Specification).

- **Preliminary Release** of the Software

Preliminary Releases are those that are provided for the purposes of verifying, testing. In the case of Software Systems developed gradually in contractual stages this means providing a certain development stage of a yet unfinished System in relation to its implementation in the Customer's company.

Except for the cases where it is agreed otherwise, the use of words Pre-alpha, Alpha, Beta, Release candidate in Software Release ID indicates Preliminary Software Releases. Regardless of that however, the indication of Preliminary Release may also be listed in the Release Notes.

The term **Hotfix** indicates an Improved Software Release that is issued for the purpose of providing a temporary/fast solution of a problem, which can be for example a correction of an Error or an improvement by which a problem with the Software is being removed (e.g. improving unsatisfactory speed of a certain computational function). Hotfixes are prepared with emphasis on the speed of solution. Therefore, the process of

testing is also expedited – Hotfixes are issued without going through the standard process of testing (therefore it is not recommended to install Hotfixes where the problem doesn't occur, or where there isn't a danger of it occurring). Thanks to that it is however possible to carry out different Hotfixes of the Software with maximum flexibility. The adjustment provided by the Hotfix is further propagated into one of the following Releases, where it is revised and tested in the standard way.

A Hotfix is not usually accompanied by a change of the Specification (unless of course it addresses correcting a shortcoming of the Specification).

Note: New Product Releases (new Basic Product Releases) and Improved Product Releases, for which the Customer has obtained use rights from LOGIS, are considered Improvements within the context of license agreements.

1.4.2. Software Release and its Configuration

The differences between the character of Products and Systems lead to certain differences in issuing their new releases.

1.4.2.1. Product Release and its Configuration

LOGIS issues new Product Release in such a way that it includes into the Product Release and mutually configures the Product Components in such a way that the issued Product Release meets the requirements of the Features according to the Product Specification.

1.4.2.2. System Release and its Configuration

Unless otherwise agreed for a specific case, LOGIS issues a new System Release by integrating and configuring the Components within the System in such a way that the System Release satisfies the Features of the Contractual Specification for which LOGIS is responsible.

If the Specification also defines System Features that the Customer is Responsible for, then it is up to the Customer itself to also add its own Components to the Installed System Release, that it received from LOGIS, in such a way that the resulting System meets those requirements of the Features according to the Contractual Specification that the Customer is Responsible for. Any other procedure must be contractually agreed on individually.

1.5. Software Documentation

Software Documentation is understood as any documentation or its parts provided to the Customer which is (or which are) unambiguously identified as Software Documentation or its part.

1.5.1. Software Release Documentation

Software Release Documentation represents Documentation valid for the given Release.

The following are considered to be the Software Release Documentation:

- Software Release Specification
- Release Notes
- Operation Instructions
- other Documentation, such as user manuals etc.

These parts may consist of one or more documents in which they may sometimes overlap (e.g. Product Release Specification is usually included in the Product User Manual, new part of Operation or Installation Instruction may be a part of Release Notes so that the Customer is made aware of such a change in time, and may be valid e.g. only for the given Release).

Software Release Documentation is always that which is a part of the Software Release. A Part of the Software Release Documentation may also further be any documentation that is not directly included in the Software Release (in Release Package/Packages), but is unambiguously identified by the vendor as a part of Software Release Documentation.

It is natural that each documentation issue that is distributed within the Release Package relates to the Software Release that the Release Package has been issued for. Software Documentation provided by different means must always be unambiguously assigned to the Release ID of the Software it is being issued for.

A situation may occur when an updated Documentation is issued for a Software Release that has been issued earlier (e.g. following improved Software Releases). In such a case the newest version of Software Documentation for the respective Software Release is valid since the Day of its issuance if the documentation itself doesn't state otherwise. In this context, however, it applies that, unlike the Product Specification, which may be amended at the sole discretion of the product vendor, the System Specification cannot be unilaterally amended by any Contracting Party. It means that improved System Releases may contain some changes in the System Documentation, these changes however cannot have any impact on the System Specification.

In terms of Maintenance however any obligations of LOGIS and/or Provider to Software are derived solely from the part of Software documentation that is the Software Release Specification.

1.5.2. Software Release Specification

Software Release Specification in terms of this Agreement represents the Software Specification valid for the given Software Release. It serves as a tool to verify whether the Software fulfills the contractually agreed features or not.

Software Release Specification – Systems

As far as Systems are concerned, the Software Release Specification is the part of the System Specification that is specified within the System Release.

Software Release Specification – Products

The Product Release Specification is a part of the Product Release Documentation. However, only those parts of the Documentation that are unambiguously identified as the Product Release Specification or its part, can be considered the Product Release Specification.

Note: Not all documents provided along with the Product Release can be considered the Product Specification. Along with the Software, apart from the Product Specification, documents or additional information are often provided which help easier understanding of the required Product features, provide certain recommendations, examples of use and such. Therefore, only those parts of the Documentation that are expressly identified as the Product Specification or part of the Product Specification, can be considered the Product Specification.

1.5.3. Operation Instructions

Operation Instructions to the Maintained Software may be a part of the Software Release Documentation.

Operating Software in accordance with these Operation Instructions is one of the conditions for Error Correction Eligibility, which means that the Customer is not eligible for the Correction Services in the Installed Software that is not operated in accordance with the Operation Instructions.

Operation Instructions represent a set of rules which comprises of:

- general instructions given in this Agreement like those in following subchapters (Installation Instruction, Modification Permission) and in the Software Maintenance Specification of this Agreement
- any Documentation or its parts which are indicated as any of following:
 - Operation instruction
 - Installation Instruction
 - Modification Permission (Permission) and/or Modification Instruction
- any ad hoc instructions given by the Provider regarding a specific Software Release or a Software Release Installation

As mentioned above, the Operation Instruction has some specific parts dedicated to Software Installation or its Modification. These are discussed in following chapters.

1.5.3.1. Installation Instruction

Whether the Customer intends to operate a Software Release as a Production or Non-Production Installation, he must follow the appropriate Installation Instruction of the Software Release.

The Installation Instruction may include Validation requirements (see "Validation of Installed Software" below).

1.5.3.2. Validation of Installed Software

Validation is a process used to verify whether all conditions required for the correct operation of the Installed Software Release are met or not.

Note: Because every Installed Software that is or may become Maintained Software according to this Agreement is always an Installed Release of a Software, therefore also the terms Installed Software and Installed Software Release are synonymous for the purposes of this Agreement.

Unless specified otherwise in the Operation Instruction, the Validation procedure is to be executed before putting a new Installed Software Release into operation after its Installation or Modifications in the Installed Software

Release or after Modifications executed by the Customer in the Installed Software. In addition, LOGIS, or, as the case may be, the Provider, shall have the right to request the performance of a Validation of the Installed Software at any time when it bears any contractual obligations concerning the given Installed Software Release, in order to be able to indicate if there have been any undesirable Modifications in the Installed Software.

The Validation procedure (if there is any prescribed) is specified in the Operation Instruction and may be represented by both written instruction and an automated procedure performed by the means of auxiliary Software, which may be provided by the Provider for this purpose (see further, Validator).

The result is either a Validation Pass or a Validation Fail of the Installed System.

Operation of a System which Failed the Validation procedure is not in accordance with the Operation Instruction (as a result, the Customer loses Error Correction Eligibility in such Software Installation). Even despite an unsuccessful Validation the Provider may grant permission with operation of the Installed Software – if so, then the previous unsuccessful Validation does not result in a loss of Error Correction Eligibility for the given Installation.

Note: It cannot be ruled out for example that an Error could occur in the validation procedure itself or a test of the problematic Software Release in a Non-Production environment could be needed for the Error analysis or correction.

However, Errors reported as problems with Installation or Validation of a Software (where Installation or Validation of the Software has not yet been finished) are not regarded as Errors caused by nonobservance of the Operation Instruction, unless such nonobservance is discovered during the problem analysis, and hence comply with the Error Correction Eligibility requirements.

Creation of an **Installed Software Control Imprint** (further on also Control Imprint) may also be a part of the Validation process. A Control Imprint serves the purpose of efficiently recognizing Modifications of the Installed Software compared to the state in which the Provider confirmed Validation Success. The purpose of the Control Imprint is to support efficient Modification and fault detection in the Installed Software and protect the Customer against operating a Software Installation with unauthorized Modifications and ensure control over Modifications in Installed Software (see also below "Maintained Software Modification Permission and Instruction" below).

For the creation of a Control Imprint, LOGIS or the Provider will provide special Software called Validator as a part of the Auxiliary Items of the Installation Package. Any Installed Software Control Imprint that has successfully passed validation is at the Customer's disposal and is electronically signed by LOGIS. The electronic signature of LOGIS is at the same time a confirmation of a successful Validation.

1.5.3.3. Maintained Software Modification Permission and Instruction

In Maintained Systems where the Customer participated on their creation, a Software Modification Permission may be granted by either Party to the other in order to enable the other Party to perform Modifications of the System related to its updates, corrections or development.

The given Party may only grant Permission concerning those Components it is Administrator of (see "Component Administrator" on page 25).

The permissions and restrictions arising to the Customer from agreed rules related to the System Components are understood as part of the Operation Instruction.

Modification Permission may be granted for clearly specified Components. Where Permission is not expressly granted, it is regarded as not granted.

Modification Instruction, which is part of Modification Permission, specifies the extent of the Modification Permission. If no Modification Instruction is provided, any modifications of such Component are in compliance with the Permission.

Any Modification of a Component where the Party is not the Component Administrator and where the Modification was either not Permitted or where the Modification Instruction was not followed is considered an **Unpermitted Modification**, which is regarded as a nonobservance of the Operation Instruction.

More detail can be found in chapter "Component Administrator" on the next page.

1.5.4. Release Notes

The Release Notes are part of the Software Release Documentation. They detail the corrections, Modifications or improvements to the Software. They may also include information on Documentation updates and other information valid for the respective Release, such as Operation or Installation Instruction.

1.6. Responsibility of Parties in Maintained Systems

Following subchapters explain basic principles of the Responsibility of the Parties in relation to Maintained Systems.

Unlike a Product, a System is usually developed by both Parties. If that is the case, and if there is no other agreement, both Parties are expected to participate on its Maintenance as well. For this purpose the Responsibility of each Party in relation to the Maintained System must be stated.

The Responsibility principles also apply for Maintained Products, but compared to Maintained Systems they are significantly simpler. At the end of each of the following chapters there is a short subchapter clarifying the given topic for the case of Maintained Products.

1.6.1. Responsibility for a System Feature

As it has been already stated, the System Specification is a summary of contractually agreed System Features. The System Specification may also include information about which Party is contractually Responsible for which System Feature. The rule applies that the Provider is the Responsible Party of the given Feature wherever the Feature Responsibility isn't identified in the System Specification and where there is no valid contractual agreement either that would state the Customer as the Feature Responsible. Customer's Feature Responsibility must always be clearly contractually assigned (e.g. by marking it in the Specification or indicating the Feature(s) in the respective contractual text).

Dividing Feature Responsibility between the Provider and the Customer has its purpose in the following two items:

- During System development both Parties may participate on works related to achieving Specified System Features. While some of the Features may be agreed to be provided by the Provider, some by the

Customer. In the System development phase the respective contractual agreements of the Parties lean among other things also on the division of Feature Responsibility – the result of Feature Responsibility is a contractually agreed Responsibility of the Party for Feature Delivery (compare also "System Release and its Configuration" on page 20).

- During System Maintenance, Feature Responsibility plays a role in assignment of the Error Responsible Party (see "Error Responsibility" on the next page) in case of Error occurrence.
- In cases of further development and improving of the System, the meaning of Feature Responsibility shall be the same as during development of the System (see the first bullet).

Although the split of Feature Responsibility in the two situations above has a different purpose, it is usually just as necessary for both.

Determination of Feature Responsibility may change in time upon Parties' agreement. A rule applies that if it is necessary (e.g. for a Feature that the Customer is Responsible for to be maintained by LOGIS for a time – or vice versa), the Parties may agree on some Changes concerning System Feature Responsibility. Every such Responsibility Change must be contractually agreed.

1.6.1.1. Feature Responsibility in Products

For Products, the allocation of Responsibility for Features between the Contracting Parties shall not apply – all Responsibility for Features shall remain exclusively with the Product Vendor.

1.6.2. Component Administrator

If the Specification implies that at least one Feature Responsibility rests on the Customer, then a situation arises when the Customer must contribute his own Components as well in order to secure the respective Features to the Installed System Release. The System Release then contains Components provided by LOGIS and Components provided by the Provider. The Party that contributes a certain Component into the System is automatically considered the **Component Administrator** if not agreed otherwise.

Note: To aid orientation in the relationship of Features and Components: Features are the building blocks of the Specification. Components are the building blocks of the Software. Still there is not a relationship of mutual unambiguity between Features and Components (e.g. a certain Feature may be ensured by multiple Components and similarly a certain Component may exist to support multiple different Features).

It is up to the Component Administrator whether he grants permission to the other Party to perform Modifications of the Component or not. Such Permission is referred to as **Modification Permission** (Permission).

If such Permission is granted, it is up to the Component Administrator to provide a **Modification Instruction** for the respective Component. Such Instruction specifies the extent of the Modification Permission. If no such Instruction is provided, any Modifications of such Component are in compliance with the Permission.

Any Modification of a Component where the Party is not the Component Administrator and where the Modification was Permitted and the Modification Instruction was followed, is considered a **Permitted Modification** and the Component Administrator is Responsible for any Errors caused by such Modification in his part of the Specification.

Any Modification of a Component where the Party is not the Component Administrator and where the Modification was either not Permitted or where the Modification Instruction was not followed is considered an **Unpermitted Modification**.

Any Unpermitted Modification made by the Customer is considered non-compliance with the Operational Instructions, which impacts the contractual relationships (e.g., in the case of Software Implementation, it will be a violation of the Customer's obligation to cooperate, or in the case of Maintenance, Software and Services Subscription, or SaaS, it will affect the Eligibility for the contractual provision of Maintenance).

Modification Permissions and Instruction may be indicated per Component. In any case, the permissions and restrictions arising to the Customer from agreed rules related to the Components are understood as part of the general **Operation Instruction** pertaining to the given System Release.

Where Modification Permission is not expressly granted, it is understood that it is not granted. Permission always only applies to the specific Release it has been granted for (if a certain Permission has been granted for a System Release, the same permission may not be granted for a different Release of the same System).

In the case of Systems, the role of the Component Administrator may be handed / taken over after mutual agreement. However, handing / taking over responsibility for one or more Software Features (see "Responsibility for a System Feature" on page 24) will usually be associated with that. A possible Change of Component Administrator must always be based on written agreement of the Parties. At the moment of Administrator Change all Modification Permissions that have been granted concerning the given Component so far are automatically terminated.

1.6.2.1. Responsibility for Product Components

LOGIS is always the Component Administrator in Products. Therefore, the situation when the Customer gives LOGIS a Modification Permission cannot ever arise.

1.6.3. Error Responsibility

Error Responsibility is a term used to indicate which Party is Responsible for an Error occurrence, its consequences and correction.

If an Error occurs, then the Error Responsible Party is that which is Responsible for the Specification Feature which is not in accordance with Maintained System/Software behavior. This doesn't apply however if it turns out that one of the cases listed in the subchapters below has occurred.

The Provider's obligation to correct Errors applies only to those Errors for which the Provider is responsible. Only in such cases is the Provider contractually obliged to correct the Reported Error in accordance with this Agreement.

Work performed by the Provider in connection with the Correction of Errors based on a Error Report, where the Party Responsible for the Error is not the Provider, shall be considered Additional Maintenance Services (Extra Work), for which the Provider shall be entitled to payment based on the time consumed and the contractual tariff prices (Man-Hours).

The following subchapters introduce the principles used in Error Responsible Party identification in different situations based on known leads to the cause of a specific Error.

1.6.3.1. Source of Error Outside Maintained Software

If the source of the Error is outside the Maintained Software Installation, the Provider is not responsible for the Error.

Note: While it doesn't happen often, the cause of a problem with Maintained Software may lie in the operation system, database Software or other IT components that are not a subject of the Provider's obligations according to this Agreement.

1.6.3.2. Modification as Cause of Error

Aside from the exception below, each Party is Responsible for Errors caused by its Modifications of the System regardless of who is the Responsible Party of the concerned Feature, in which such Error occurs.

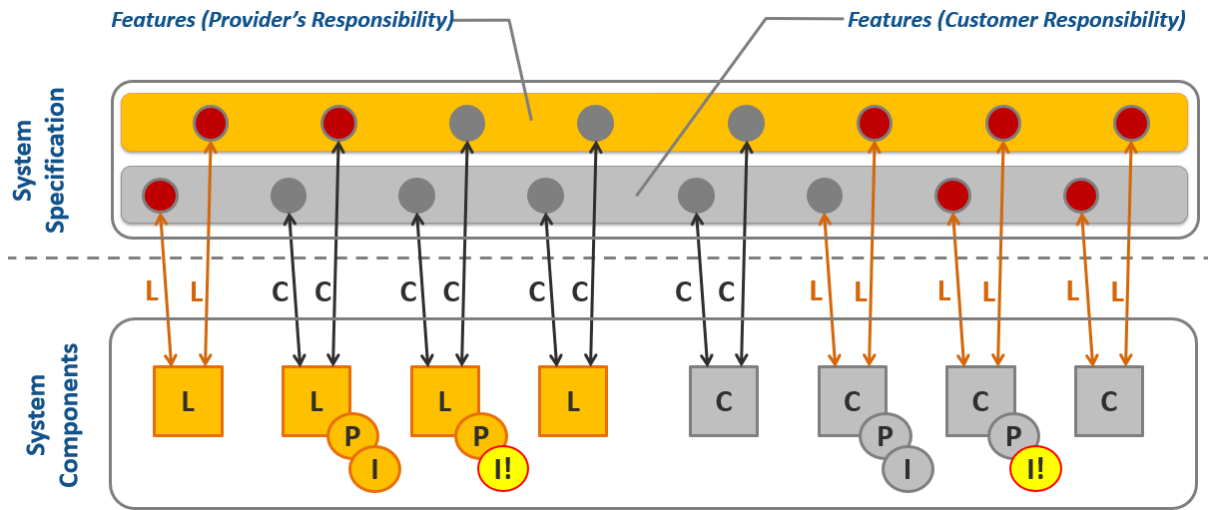
The only exception is the situation where the Error was caused by a Permitted Modification, which a Party executed on a Component of the other Party, which is the Component Administrator, if the Error manifests in a Feature the Component Administrator is Responsible for – in such a case it is the Component Administrator who is Responsible for such Error. The cause would probably be an incorrectly or ill-consideredly granted Modification Permission.

Note: If however the Error manifests in a Feature that the Party that executed the Permitted Modification is Responsible for, then this Party is Responsible for the Error.

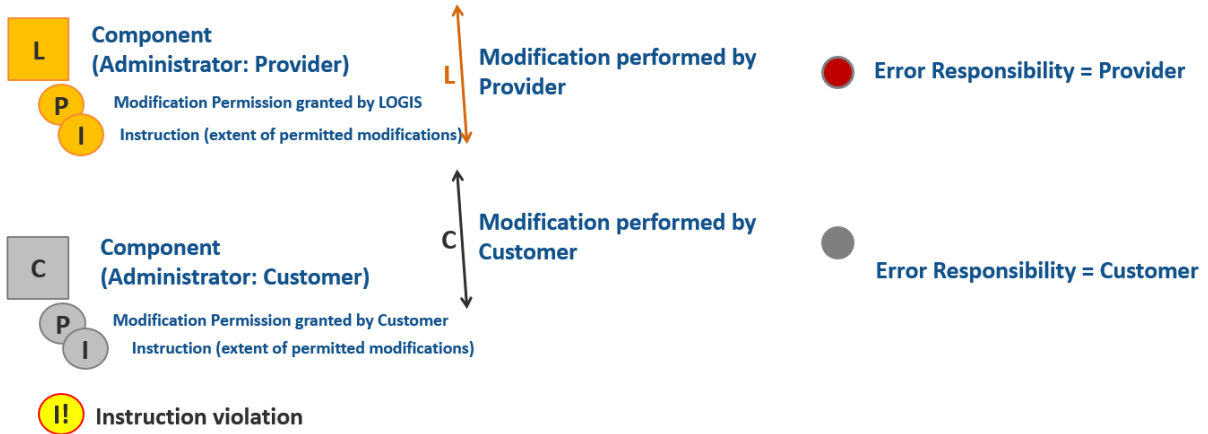
The following illustration demonstrates Error Responsibility for the cases of model situations when after a Component Modification conflict with some System Feature arises – an Error.

- The upper part, System Specification, represents possible Specification areas in which an error caused by modification may occur: in the part of the Specification the Provider is Responsible for (orange) or that which the Customer is Responsible for (grey).
- Bidirectional arrows indicate the Party that executed the Component modification (L – Provider, C – Customer)
- Components represented in the lower part are marked according to their Administrator (L – Provider, C – Customer)

More in the caption below the picture.



Caption:



1.6.3.3. Another Error as Cause of an Error

The Error Responsible is also responsible for all other Errors caused by this Error. With the correction of the source Error also its relation to other existing Errors expires. If such Errors persist, their Responsible must be identified again.

1.6.3.4. Cause of Error is Unknown

If the cause of an Error is unknown (no Modification or other Error causing this Error is known), the Party Responsible for the Error is the Party Responsible for the Feature in which the Error is occurring.

1.6.3.5. Shared Responsibility Error

Because of the complexity of the Systems that may be developed by both Parties, it is not possible to contractually address all possible situations so that always only one Party is identified as the Party Responsible for the occurrence of an Error. The leads to the Error's cause are not always clear and the Parties may find themselves in a

situation where mutual agreement between the Parties is more suitable than following set rules. The problem of identifying responsibility further arises in cases where the Customer operates the Software on virtual servers that are not maintained by the Provider; the setup of the virtual server can significantly affect the behavior of the Software and is naturally out of scope of the Provider's responsibility. In this context, it is considered that the operation of the Software on virtual servers is out of the adequate control of the Provider.

Still, this Agreement offers Shared Error Responsibility rules in order to help Parties solve unclear situations. The cases where an Error can be declared as one with Shared Responsibility are the following:

- There are two or more known causes of the Error and the causes lead to different Error Responsibles
- Two or more Errors of different Error Responsibles are clearly related but the direction of the relation is unclear or ambiguous – it is not clear, which Error is the cause of the other Error
- The Parties are not able to agree on the Error Responsibility

In Shared Responsibility Errors

- These Errors are not included in the Error Correction Compliance Evaluation
- The Extra Work (Man Hours reported by the Provider as spent on Correction of such Error) is covered equally by both Parties (the Customer is charged 50% of the Man Hours according to the Man Hour Rate), unless agreed otherwise by the Parties

1.6.3.6. Error Responsibility in Products

As for Products, the only possible Responsible Party for the Specified Features is the vendor of the Product and no Modification Permissions are granted to the Customer, the following rules may be derived for Error Responsibility:

- the Customer is Responsible for all Errors caused by his Modifications of the Product (as they are always Unpermitted Modifications)
- as well as for Systems, the Party responsible for the Error is also responsible for all other Errors caused by this Error
- Shared Error Responsibility in Products is applied the same way as in Systems
- Exclusion of Error Corrections with Guaranteed Times for the duration of the Product(s) Implementation

During the Implementation, which is carried out by the Provider or by the vendor of the implemented Product (the Implementer), the obligations of the Implementer may be conditioned upon the successful completion of contractual acceptance tests included in the acceptance procedures. Such tests may be linked either to the completion of the Implementation as a whole or to individual stages thereof. However, this circumstance has a material impact on the scope of the rights and obligations of the contracting parties with respect to the maintenance of the implemented Software.

Even where the subject of the Implementation is a standard Product, it is practically always necessary to develop and configure an interface to the surrounding components of the Customer's information system. In certain cases, the performance of Customisations may also be required in order to achieve the completion of the Implementation. As a result, the outcome of the Implementation is practically always a

Software System which, in addition to the Product(s), also consists of other components, which may include Subsystems or Other System Components.

The System during implementation reaches its final form gradually under ongoing changes. Thus, it is not logically possible to ensure that at every moment every feature of the System, or of any implemented Product, is available and functioning in accordance with the Specification. The progress of the implementation is subordinate to the goal of successful completion of the implementation, and the availability and functionality of the Product is neglected during the implementation. With this in mind, while the Customer is allowed to submit error reports for implemented Products during the Implementation Period, the Provider has no contractual obligations regarding such reports with respect to any Error Corrections with Guaranteed Times that may be agreed upon with Customer. This fact should be taken into account by the Customer when arranging maintenance.

1.7. Time of Effectiveness

If a specific hour is not agreed for the effective date of contracts or other binding arrangements, it is considered to be 00:00:00Z hours of Coordinated Universal Time (UTC according to ISO-8601).

1.8. Definitions of Other Terms

1.8.1. Time Limits

Deliverables of some Maintenance Services are to be provided with an emphasis on their timely manner. The timeliness is set by Time Limits, which set the Target Dates of the Delivery of these Deliverables related to a Reference Point – a Start Point of the Time Limit.

If not specified otherwise, the Start Point of a Time Limit measurement is the moment of Request Submission.

A Time Limit is a period of time between the Start Point and the Target Date of a Delivery, excluding all the intervals where the measurement was interrupted (e.g. where the Error Correction Eligibility is believed not to be met or when waiting for provision of information based on a Request for Cooperation).

Apart from that, in Error Reports where Availability Calendars are used, the continuity of Time Limits measurement depends on coverage of the day/week/year according to the appropriate Calendar (see Calendars in "Time Limits, Service Availability and Calendars" on page 67).

1.8.2. Delivery

Delivery stands for provision or fulfillment of a Deliverable.

1.8.3. Coefficient of Criticality

COEFFICIENT OF CRITICALITY is a value assigned to each Criticality Level. It is used to express the weight of calculated items in relation to the Criticality for example in Error Correction Compliance Evaluation or in Man Hour or Man Day Rate determination in Additional Maintenance services.

If not specified otherwise in the Software Maintenance Specification, then following values of the COEFFICIENT OF CRITICALITY apply: for CRITICALITY Level Low = 100%, Medium = 140%, High = 180%, Extreme = 220%.

1.8.4. Deliverable

A Deliverable is anything that must be delivered or fulfilled under the terms of this Agreement.

1.8.5. Providing Person

A Providing Person is anyone who provides service to the Customer on behalf of the Provider. It may be anyone of the Provider's staff or staff of the Provider's subsidiaries.

1.8.6. Man Day Rate

Besides Man Hour Rates, the Additional Maintenance Services may also be provided at Man Day Rates if the Parties have expressly agreed to do so.

The Man Day Rate is the price for every day a specific Provider's worker was at the Customer's disposal for up to 8 hours to fulfill the Customer's Request or Requests. This Rate will be used for price calculations of Additional Maintenance Services according to this Agreement only in the cases when the Parties have agreed in advance on using this Rate when negotiating terms for pricing a particular case.

Note: Using the Man Day Rate is sensible mainly where the work on the Deliverable is related to the same Providing Person and when the work may be performed more or less continuously and the expected amount of work is such that the use of Man Days seems appropriate for pricing.

The use of the Man Day Rate may also be agreed per group of specific Additional Maintenance Services which shall be provided by the same Providing Person.

If use of the Man Day Rate has not been agreed differently in the given case, the BASIC MAN DAY RATE multiplied by the COEFFICIENT OF CRITICALITY according to the Criticality of the given Request is used in the Man Day Rate calculation.

Hours provided above the aforementioned limit of 8 hours, if any, will be billed according to the Man Hour Rate.

The Request Fulfillment Price agreed based on Man Day Rate will therefore be determined as follows:

$$\begin{aligned} &\textbf{Request Fulfillment Price} = \\ &\textbf{provided amount of man days * respective Man Day Rate [Agreed Currency]} \\ &\textbf{+ provided amount of man hours above the daily scope of 8h* respective Man Hour Rate [Agreed} \\ &\textbf{Currency]} \end{aligned}$$

This price does not include eventual TRAVEL AND LIVING EXPENSES, the value of which will either be added to the Request Fulfillment Price or which will be billed as an individual invoice item.

If a BASIC MAN-DAY RATE is not agreed in the Specification, but a daily performance rate has been agreed as part of the agreement for the Implementation of the Maintained Software (Implementation Agreement), that daily performance rate will be used as the Man-Day Rate applicable to this Maintenance Agreement. For the relevant additional services rate item on the Helpdesk, the relevant Implementation Agreement ID will be indicated as the Entrance Document, the Original Price Day of this Man-Day Rate in this case is the effective day of the Implementation Agreement.

If the BASIC MAN DAY RATE is not agreed in the Specification, then it is considered that the basic rate is the man day rate posted on the Helpdesk.

1.8.7. Man Hour Rate

Man Hour Rate is the price per a started man hour provided by the Provider to the Customer.

If not agreed otherwise for a specific case, the BASIC MAN HOUR RATE multiplied by the COEFFICIENT OF CRITICALITY according to the Criticality of the given Request is used in the Man Hour Rate calculation for Additional Maintenance Services according to this Agreement.

This price does not include eventual TRAVEL AND LIVING EXPENSES, the value of which will either be added to the Request Fulfillment Price or which will be billed as an individual invoice item.

If a BASIC MAN-HOUR RATE is not agreed in the Specification, but an hourly performance rate has been agreed as part of the agreement for the implementation of the Maintained Software (Implementation Agreement), this hourly performance rate will be used as the Man-Hour Rate applicable for this Agreement. For the respective additional services rate item in the Helpdesk, the ID of the respective Implementation Agreement will be indicated as the Entrance Document, the Original Price Day of this Man-Hour Rate in this case is the Effective Day of the Implementation Agreement.

If the BASIC MAN HOUR RATE is not agreed in the Specification, then it is considered that the basic rate is the man hour rate posted on the Helpdesk.

1.8.8. Basic Man Day Rate

See also Man Day Rate.

1.8.9. Basic Man Hour Rate

See also Man Hour Rate.

1.8.10. Agreed Currency

'Agreed Currency' shall mean the currency in which the prices and payments under this Agreement are stipulated. The Agreed Currency may be determined in this Agreement (for example, in the Specification by the parameter

AGREED CURRENCY).

If the Agreed Currency is not expressly agreed in the Agreement, it shall be deemed to be as follows:

- CZK in the case of a Customer registered in the Czech Republic;
- EUR in the case of a Customer registered in other European countries;
- JPY in the case of a Customer registered in Japan;
- USD in all other cases.

2. LOGIS Helpdesk

To support the provision of Maintenance Services, the LOGIS Helpdesk application (Helpdesk) is available.

The Helpdesk is continuously developed for the purpose of improving the Services provided by LOGIS to its Customers or contractual partners (e.g., LOGIS Authorized Resellers), who may provide Maintenance to End Customers under this Agreement. The Customer therefore understands and accepts that, in this context, changes may occur over time in the scope of the Helpdesk's functions, the security system, or due to legislative updates and similar matters. Such changes shall become effective upon the publication of a new Helpdesk release on the Internet.

A currently valid description of the Helpdesk functions (User Guide) is available directly on the Helpdesk.

The Helpdesk is available seven days a week, 24 hours a day, except in cases where, for technical reasons, either the Helpdesk application or the internet connection itself is unavailable. In such cases, the Request Communication takes place according to chapter "Request Communication in case of Helpdesk Unavailability" on page 40 and any other communication takes place in the way agreed for the given area.

For the communication LOGIS Helpdesk uses tickets. A helpdesk ticket is a record of interactions on a particular topic initiated by one of the parties. Tickets can be created through the LOGIS Helpdesk application and, in case of the Helpdesk's unavailability, through other means of communication (see the chapter "Request Communication in case of Helpdesk Unavailability" on page 40). Helpdesk tickets provide an overview of the current status, they record the communication history of the parties. When the communication of a given topic is complete, LOGIS closes the ticket. The Helpdesk ticket system allows the parties to more efficiently manage the dealt topics, as the tickets can be easily accessed and handled by authorized users from a single location. The Helpdesk ticketing system is also a tool for measuring and improving the quality of support. The LOGIS Helpdesk application uses several different types of tickets (e.g. Error Report, Other Issues, Additional Maintenance Services, Business Issues, System Updates – see the Helpdesk User Guide for a detailed description). The main purpose of categorizing helpdesk tickets is to organize them according to their kind, priority and assign them to the most appropriate experts of the support provider. Through the Helpdesk, it is possible to provide faster and better services to customers.

Helpdesk users with the appropriate rights also have in the helpdesk additional access to e.g. contractual documents, invoices, pricing overview, software releases, overview of compliance evaluation.

2.1. Access to Helpdesk

The Provider will provide access to the Helpdesk application to the Customer after the Customer has become entitled to Services. The Customer accesses the Helpdesk through Customer-authorized legitimate users. The Software Maintenance Specification (HELPDESK ACCESS INFORMATION section) is used to determine the first authorized users – the activation accounts. Through them, the Customer can then, among other things, start creating and managing other user accounts for his authorized users.

Access to the LOGIS Helpdesk is provided via the URL address at which the Helpdesk is available. The URL address of the LOGIS Helpdesk is typically specified in the Specification. It cannot be excluded that, for certain reasons, it may become necessary to change the Helpdesk URL address. In such case, LOGIS shall provide the Customer with

written information about the new URL address. If LOGIS has provided the Customer with written notice of a change to the LOGIS Helpdesk URL address, no update of the Specification shall be required in connection with such change.

The Customer acknowledges and agrees that any information submitted into the Helpdesk or provided in connection with the performance of this Agreement may be processed by LOGIS and any applicable Reseller. Such information may be used solely for the purposes of performing this Agreement and shall be considered confidential. LOGIS and the Reseller shall take appropriate measures to ensure its protection and to prevent any misuse thereof. The Customer agrees that any information obtained through access to the Helpdesk shall be considered confidential.

2.2. LOGIS Helpdesk User Accounts

It is up to the Customer to ensure the security of its Helpdesk accounts by adhering to generally known principles for the protection of user accounts. Granting and termination of access rights to the LOGIS Helpdesk is a matter for the Customer. Because the settings and possible later password recovery take place via a link that is sent to the user's email address, the email address is the parameter that the Customer selects for each helpdesk account and whose choice defines the person who will handle the account.

All risks associated with the granting and termination of access rights to the LOGIS Helpdesk lie with the Customer. LOGIS, i.e. the Provider, is not obliged to verify or distinguish the legitimacy of the Helpdesk user.

In the LOGIS Helpdesk, we distinguish between so-called contractual (activation) accounts and ordinary (non-activation) accounts.

2.2.1. Activation Accounts

Activation accounts are contractually agreed in the Contractual Specification in the HELPDESK ACCESS INFORMATION section. Activation accounts in the LOGIS Helpdesk are created by LOGIS for its Customer, who shall subsequently activate them using the activation link specified in the Contractual Specification.

The basic activation account, which is always set up, is the Master User.

Each activation account is automatically assigned the right to Administer ordinary (non-activation) accounts.

Besides the Master User account, it is also possible to set up activation accounts of higher helpdesk account levels; it is not mandatory to set up higher activation accounts. The decision is up to the Customer to define some higher activation accounts in addition to the Master User and thus use the possibility to control the access and rights of own users when working with the Helpdesk according to own needs.

The following table provides an overview of the possible activation accounts:

Activation Account Role	Helpdesk Account Level	Obligation to Set Up a Role
Contract Owner	30	No
Responsible Manager	20	No
Master User	10 (basic)	Yes

All user rights with which the Helpdesk operates are automatically associated with those specifically set up activation accounts whose level value is the highest in a given situation⁷. The Customer hereby agrees and declares that the person or persons who have such activation accounts have full authority to act on behalf of the Customer in matters relating to the execution of this Agreement through the Helpdesk.

Activation accounts cannot be deactivated, but it is possible to negotiate changes of activation account parameters. The LOGIS Helpdesk enables changes of activation account parameters only for exceptional situations in order to correct unusable, incorrectly negotiated parameters (e.g. a typo). Anyone on the Customer side can initiate the process of changing the assignment of a role.

The contracting party can propose a change in the parameters of the activation accounts via the Helpdesk. The change of parameters will take effect on the day of acceptance of the proposed change by the other contracting party.

The Customer may propose or accept at the Helpdesk a different effective date of the change. The change becomes effective if it is accepted by the other contracting party, either on the proposed effective date or on the date of its acceptance, whichever is the later.

The validity of the current activation account parameters expires on the effective date of the change of the activation account parameters.

2.2.2. Ordinary (Non-Activation) Accounts

The Customer can independently self-administer non-activation accounts. Administration includes:

- Creating a new account
- Account editing
- Account deactivation
- Granting and terminating user rights to the LOGIS Helpdesk.

Non-activation accounts have the lowest Helpdesk Account Level value (= 0). The user of a non-activation account is automatically granted the right to Report Errors. However, this right can be removed by a user who is authorized to do so.

⁷ If, for example, the Customer has contracted only one activation account whose role is the Master User, then (because this is the account whose Helpdesk Account Level value is the highest in the given situation) the user logged in with this activation account role has all Helpdesk user rights and has full authority to act on behalf of the Customer in matters relating to the execution of this Agreement.

If, for example, the Customer has contracted two activation accounts, one with the Contract Owner role and one with the Master User role, then the user logged in with the Contract Owner activation account role has all Helpdesk user rights and has full authority to act on behalf of the Customer in matters relating to the execution of this Agreement (as this is an account, whose Helpdesk Account Level value is the highest in the given situation) and the user with the Master User activation role has the right to administer user accounts in the Helpdesk (additional rights can only be acquired if delegated by the authorised user).

2.3. User Rights

With the development of the LOGIS Helpdesk (LHD), the range of its available functionalities expands. Use of any function may be restricted by the relevant user right.

2.3.1. Delegation of User Rights

The helpdesk user can delegate to another helpdesk user the rights up to the extent of his own rights.

Delegation of rights is possible in two ways:

- delegation with the understanding that the delegator will continue to actively use this right
- delegation, with the delegator interrupting the exercise of this right¹⁰. However, such right shall remain available to the delegator and he may resume the active exercise thereof at any time. And if anyone removes the right so delegated, and no one else is in active possession of such right, the interruption of the exercise of the right shall be terminated.

If the current release of the Helpdesk does not yet allow to delegate some of the newly introduced user rights, the user who has the corresponding user right can use an alternative way by logging into the Helpdesk under his user account and sending a request to LOGIS (using the ticket "Other Issues") for assigning rights to a specific user, specifying in the request the name and login of the user.

2.3.2. Removing User Rights

Those accounts that have a higher helpdesk account level value also have the right to remove any right, that the user removing the right has, from another helpdesk user with a lower helpdesk account level value.

2.3.3. Automatic Transfer of Rights

During the execution of the Agreement, it may happen that a Helpdesk user ceases to play an active role for some reason (assignment to other tasks, illness, long-term absence, leaving the Customer's company, ...). In such situations, the Customer has the possibility to make use of the standard Helpdesk options and transfer the relevant rights and authorisations to another user and thus handle the situation independently according to one's needs.

However, it may happen that the Customer forgets to perform such procedure. In such a case, there could be a risk that some rights would have no holder. For such a case the following solution is agreed.

In the event that LOGIS learns or concludes that a Helpdesk user whose account is activation has ceased to be an active Helpdesk user while the Customer has not transferred the relevant rights and permissions to another user, then if no other active Helpdesk user has the same rights and permissions:

¹⁰ The delegatee thereby indicates that he/she does not wish to be involved in communications related to the exercise of this right.

- the rights and permissions of that user are automatically transferred to the first active user with the highest helpdesk account level value.
- LOGIS will electronically notify on this event the Master User and also the user to whom the rights and permissions have been transferred (if it is not the same user).

2.3.4. End Customer User Rights and the Handling of Requests in the End Customer – Reseller – LOGIS Chain

A Reseller, which acts as a Customer in relation to LOGIS, may, by delegating Helpdesk user rights, grant the End Customer access to certain Helpdesk functions.

If the End Customer, based on such delegated rights, submits a Request via the Helpdesk, such Request shall simultaneously be deemed:

- a Request of the End Customer towards the Reseller under their agreement, and
- a Request of the Reseller towards LOGIS under the agreement between the Reseller and LOGIS.

Similarly, if LOGIS submits a Request for cooperation, such Request shall simultaneously be deemed:

- a Request of LOGIS towards the Reseller under their agreement, and
- a Request of the Reseller towards the End Customer under the agreement between the Reseller and the End Customer.

Accordingly, the Submission of a Request by the End Customer or LOGIS shall create corresponding rights and obligations both between the End Customer and the Reseller, and between the Reseller and LOGIS, simultaneously.

2.4. Services provided upon Request and Request Communication

Some Services are only provided upon **Request**. This means that the Customer is Eligible to receive these Services only based on a properly Submitted Request (see "Communication of an already Submitted Request" on page 40).

The availability of specific Services may depend on what the Customer has agreed in the contractual Specification. However, the Customer who is entitled to Maintenance will always be allowed at least Request Communication of the Error Correction.

Requests for which the Helpdesk allows it are submitted via the Helpdesk through Tickets. Communication of Requests that are not supported by the Helpdesk takes place according to chapter "Request Communication in case of Helpdesk Unavailability" on page 40.

However, if the Helpdesk supports the Communication of any Request and the Helpdesk application is available, the Customer must use the Helpdesk for the Communication of the Request.

Submitting a Request is ordinarily followed by further communication between the Provider and the Customer (getting more information, Requests for Cooperation, various notifications or Delivery of the respective services itself).

Communication related to a specific Request, beginning with its Submission, is called **Request Communication** here. Rules set in this chapter (and its subchapters) apply to it, which serve to ensure clear communication and traceability of important information and events that influence the lifecycle of every Request.

The language used by the Parties for Communication of Requests is referred to as REQUESTS COMMUNICATION LANGUAGE (see " Specific Requests Communication Language " on page 41) and it is specified in the Contractual Specification.

The GUI language of the Helpdesk Application may be specified in the Contractual Specification as the HELPDESK LANGUAGE. If the HELPDESK LANGUAGE is not specified in the Specification, then the following applies:

- If the Customer's tax domicile is the Czechia or Slovakia, the HELPDESK LANGUAGE will be set to Czech;
- If the Customer's tax domicile is Japan, the HELPDESK LANGUAGE will be set to Japanese;
- If the Customer's tax domicile is other than listed above, the HELPDESK LANGUAGE will be set to English.

Chapter "Access to Helpdesk" on page 34 deals with the access to the Helpdesk itself.

2.4.1. Request Submission

For Services which are provided on the basis of a Request, the Request Submission (Submission) is an important milestone, especially in the case of Requests with Guaranteed Times. Any Request is considered Submitted only if the Submission was made correctly and completely.

All Requests for Services and related messages must be clearly identified by the Specification ID of this Agreement and the type of Services that are the subject of the Request. For example, to provide the Error Correction Service for Maintenance, an "Error Report" Request must be submitted.

In the case of Request Communication via the Helpdesk the identification above is ensured automatically. (Other means of Request Communication than via Helpdesk are described in chapter "Request Communication in case of Helpdesk Unavailability" on the next page).

When submitting a Request, the Customer should include in the Submission all the **Requirements** for that type of **Request** . If the Customer fails to do so, the LOGIS may request the missing Requirements by submitting a Request for Cooperation, which, for a Request with Guaranteed Times, will cause the interruption of the Time Limit deduction until the required Cooperation is provided.

The requirements for each type of Request are described in a separate pdf document Request Submission Requirements, which is available on the Helpdesk.

In the case of Request Communication via e-mail (see "Request Communication in case of Helpdesk Unavailability" on the next page) some Request Submissions need to be accompanied by a phone call to EMERGENCY SUPPORT NUMBER (see "Emergency Phone Calls" on page 41).

2.4.2. Communication of an already Submitted Request

All Request Communication that follows its Submission must be clearly identifiable with the given Request.

In the case of Request Communication via Helpdesk the identification above is ensured automatically. (Other means of Request Communication than via the Helpdesk are described in chapter "Request Communication in case of Helpdesk Unavailability" below).

In the case of Request Communication via e-mail (see "Request Communication in case of Helpdesk Unavailability" below) some Request Submissions by Customer need to be accompanied by a phone call to EMERGENCY SUPPORT NUMBER, or Emergency Phone Call (see "Emergency Phone Calls" on the next page).

2.4.3. Request Communication in case of Helpdesk Unavailability

In the case that the Helpdesk doesn't support the Communication of some kinds of Request or if the Helpdesk application is unavailable due to technical reasons (e.g. for Internet outages), we speak of Helpdesk Unavailability.

- **If it is possible to use e-mail during Helpdesk Unavailability**, the Customer must use e-mail in Request Communication. Request Communication then continues until Request Communication via Helpdesk is possible and as long as it is possible to use communication via e-mail, or until possibly another form of Request Communication is agreed by the Parties.
 - Request Communication via e-mail is done using the **SUPPORT ADDRESS** specified in the Specification.
- **If it is not possible to use e-mail during Helpdesk Unavailability**, the Request Communication can be realized by a phone call. Request Communication through this form then continues until Request Communication via Helpdesk or e-mail is possible, or until possibly another form of Request Communication is agreed by the Parties.
 - Phone call using the **EMERGENCY SUPPORT NUMBER**: In this case an identification of Customer and caller is needed among other things. The risk of possible incomplete information transmission or incomprehension must be taken into account. Therefore it is necessary to attempt maximum comprehensibility during these phone calls.

In Request Communication in case of Helpdesk Unavailability the Customer should provide Requirements of the given type of Request not only in newly Submitted Requests, but also in the case of the start of Communication of Requests that have been Submitted using other means of communication before the Unavailability occurred. If he doesn't do so, LOGIS may request it by submitting a Request for Cooperation, which causes any Time Limit measurements to be interrupted in Request with Guaranteed Times until the Requested Cooperation is provided.

As a precautionary measure, it is recommended the Customer to download the Request Submission Requirements document for the event of Helpdesk unavailability. LOGIS will inform the Customer of possible updates of the Request Submission Requirements document.

For the Communication of an already Submitted Request the Provider may assign a temporary ID to the Request in the case of Helpdesk Unavailability, which will be used for identification of all messages related to the

given Request if the ID is not known, e.g. the original ID of the request Submitted via Helpdesk. In the case of later transfer to request Communication via Helpdesk this ID may be changed while preserving the traceability of previous Request Communication.

For the identification of messages related to a specific Submitted Request the Request ID is therefore used (if any exists or is known), namely in the subject of e-mails sent to SUPPORT ADDRESS. When using the EMERGENCY SUPPORT NUMBER it is necessary to clearly state it. If such ID does not exist or is unknown, it is necessary to ensure a clear identification of messages related to the given Request in another way. (e.g. keeping conversation in email etc.).

In the case of Request Communication via e-mail during Helpdesk Unavailability refer to chapter "Emergency Phone Calls" below.

In Maintenance Services with Time Limits the Delays caused by the unavailability of an internet or e-mail connection of either Party are not considered Delays in provision of Deliveries according to this Agreement.

2.4.4. Emergency Phone Calls

In the case of Helpdesk Unavailability ("Request Communication in case of Helpdesk Unavailability" on the previous page) some messages from the Customer related to the Request sent by e-mail must be accompanied by a phone call to the EMERGENCY SUPPORT NUMBER (Emergency Phone Call).

These are messages related to Services with Guaranteed Times where an Urgent Calendar is assigned to the Criticality Level (typically High and Extreme Criticality).

This applies to any messages from the Customer in the course of Request Communication that influence the measurement of Time Limits (Request Submission, provision of cooperation requested by the Provider, notice of finding a change in Responsibility and it applies until it is clearly indicated that it is not needed for the specific message or Request anymore.

During the Emergency Phone Call, an identification of the Customer and caller is needed among other things. Moreover, it is necessary to identify the Request and Message (time and form of sending, subject of the message) that the Emergency Phone Call is related to.

2.4.5. Specific Requests Communication Language

The language used by the Parties for communication of Services Requests is referred to as REQUESTS COMMUNICATION LANGUAGE and is specified in the Contractual Specification.

Standard REQUESTS COMMUNICATION LANGUAGE is English and Czech.

As part of Optional Maintenance Services, a Specific REQUESTS COMMUNICATION LANGUAGE can be agreed as REQUESTS COMMUNICATION LANGUAGE. However, the Provider does not guarantee in advance that it will be able to set any language as REQUESTS COMMUNICATION LANGUAGE, it is also not guaranteed what impact setting a Specific language may have on the Price.

2.4.6. Closure of a Helpdesk Ticket Due to the Customer's Failure to Provide Cooperation

If the Customer fails to provide the required cooperation in a helpdesk ticket for more than 60 days (e.g., does not provide information necessary to reproduce the reported error, does not report the results of testing, or does not respond to the Provider's inquiry), LOGIS is entitled to close the ticket. Where applicable, the Provider may also charge for its services (e.g., under Additional Services or if the Error Report has been assessed as Non Error). If the matter becomes relevant again, the Customer is required to create a new helpdesk ticket, submit a new request.

3. Agreement and Software Maintenance Specification

3.1. General Contractual Provisions

3.1.1. Software Maintenance Specification

Under the Software Maintenance Specification, the Parties agree on which services will be provided to the Customer, under what specific conditions, and for which Maintained Software within the scope of Maintenance.

The Specification is a contractual document, the Software Maintenance Specification, which explicitly references these General Terms by linking to their location at a URL address and identifies the Software Maintenance Agreement by its ID.

3.1.2. Software Maintenance Agreements

Unless otherwise contractually agreed in a specific case, the Specification, together with these General Terms, constitutes the contractual documents that, along with any additional Specifications referencing the same Agreement ID, collectively form the Agreement. These General Terms and the Specification are an integral part of the Agreement.

As stated in the preceding paragraph, the Agreement may include more than one Specification. The obligations of the Parties concerning the provision of Maintenance under a specific Specification take effect on the effective date of that Specification.

Documents that form an integral part of the Agreement may contain a link or links to other documents (including links to documents referenced via a URL). All linked documents are automatically incorporated into the Agreement and become its integral part. Any linked document is considered as if it were part of the document that contains the respective link.

Any deviating provisions agreed upon in the Specification or in any higher-level contractual document, if such a document is agreed upon, take precedence over the provisions of these General Terms.

3.1.2.1. Delivery of Documents

Delivery of Documents (invoices, notices, and documents containing substantive legal acts) between the Parties is carried out either in person or through a postal license holder (hereinafter referred to as "post"). A document is considered delivered as soon as the respective Party (the Recipient) receives it.

All documents sent to the Recipient by post are also deemed delivered if they are returned to the relevant Party (Sender) as undeliverable, provided they were sent to the Recipient's registered office address stated in the header of this Agreement or to another address that the Recipient has communicated to the Sender in writing after signing this Agreement.

The legal effects occur even if the Recipient by his action (especially refusal to accept the document or failure to notify his new address) or omission (especially failure to collect the deposited document) obstructs the delivery of the document. In such cases, the date of delivery is considered to be:

- The date of the first unsuccessful delivery attempt by the post,
- The date on which the post notifies the Sender that the Recipient was not found at the address,
- The date on which the Recipient refuses to accept the document, or
- The last day of the document's storage period.

If the tax domicile of both contracting parties is the Czech Republic, then a data box of the respective contracting party may also be used for delivering invoices and documents containing legal acts. Delivery to a data box is governed by Act No. 300/2008 Coll., on electronic acts and authorized conversion of documents, as amended (also known as the "Act on Electronic Acts").

3.1.2.2. Cooperation

The nature of the agreed services requires a certain degree of cooperation from the Customer. Without this cooperation, the Provider cannot perform properly. The Customer agrees to provide the Provider with cooperation necessary for the proper performance of services, respecting the terms of the General Terms and the Maintenance Specification.

3.1.2.3. Severability

If any part of this Agreement becomes unenforceable, the rest remains in full force and effect.

3.1.2.4. Assignment and Transfer of the Agreement

The Customer may not assign or transfer this Agreement, in whole or in part, without the written consent of the Provider.

3.1.2.5. Waiver of Rights

Failure to enforce any provision of this Agreement does not constitute a waiver of rights or the termination of rights.

3.1.2.6. No Agency

This Agreement does not create an agency, partnership, or joint venture.

3.1.2.7. No Third-Party Beneficiaries

This Agreement has no third party beneficiaries.

3.1.2.8. LOGIS's Free Disposition of Its Own Software

Except for the legal restrictions and obligations assumed by this Agreement, the Provider is not restricted in any way with respect to the Customer in its decisions on how to deal with any of its own software.

3.1.2.9. Governing Law (Jurisdiction)

This Agreement is governed by and constructed in accordance with the laws of the Czech Republic and the Parties represented herein submit to the jurisdiction of the Czech courts to resolve any disputes that may arise in connection with this Agreement. Unless otherwise specified in this Agreement, the rights and obligations of the Parties are governed by the relevant provisions of Act No. 89/2012 Coll., the Civil Code, as amended. In matters related to the granting of rights to use the Software or other services of LOGIS qualifying as works of authorship, the provisions of Act No. 121/2000 Coll., on Copyright, Rights Related to Copyright, and Related Rights (the Copyright Act) apply. Any legal action or court dispute arising in connection with this Agreement shall be initiated and conducted in the competent court in the Czech Republic, with the parties agreeing, under Section 89a of the Civil Procedure Code, that the District Court in Ostrava shall have local jurisdiction for all disputes.

3.1.2.10. Liability of the Parties

Each Party is liable according to the law for damages caused to the other Party by a breach of its obligations under this Agreement or other legal duties.

The payment of interest on arrears and/or contractual penalties does not terminate the entitled Party's right to claim damages caused by the reason for the application of the penalty or interest on arrears.

Limitation of Liability

The total liability of each Party for all claims under this Agreement is limited to direct damages up to the amount paid under this Agreement for the Basic Maintenance Services during the 12 months preceding the claim.

Exclusion of Liability

Neither Party shall be liable for loss of income or indirect, special, incidental, consequential, punitive, or exemplary damages, or damages for lost profits, revenues, business interruptions, or loss of business information, whether known to be possible or reasonably foreseeable.

Exceptions to Limitation

The limitations of liability mentioned above apply to the maximum extent permitted by applicable laws but do not apply to violations of the other Party's intellectual property rights.

3.1.2.11. Complete Agreement

This Agreement contains the complete agreement between the Parties regarding the subject matter of this Agreement and supersedes all prior discussions, statements, agreements, and contracts, whether oral or written, between the Parties regarding the subject matter of this Agreement.

3.1.2.12. Legal Defects

If any provision of this Agreement is found to be legally defective, the remaining provisions of this Agreement shall remain in effect. The Parties will attempt to replace the defective provision with a valid provision that is as close as possible in wording and meaning to the defective provision.

3.2. Maintained Software

The Software which is under this Agreement and its Specification subject of Maintenance Services is referred to as the Maintained Software. The Maintained Software consists of one or more Maintained Items.

For the purposes of this Agreement, Maintained Items may be:

- Products
- Systems

In following chapters it is explained, how software becomes Maintained Software.

3.3. Scope of Maintenance and modifications of Maintenance Scope in Time

This chapter provides basic information on how and through what documents the Software Item becomes Maintained and what determines the scope of its Maintenance. This information is essential for a proper understanding of chapters "Services provided upon Request and Request Communication" on page 38, "Maintenance Eligibility of Software Items" on page 85 and "Prices and Payments" on page 87.

3.3.1. Scope of (agreed) Maintenance

By the **Scope of agreed Maintenance** the following is understood:

- for which period of time and
- for which Software are agreed
- which Maintenance Services with which parameters of these Services and
- for what price or prices and payment terms

the Maintenance is agreed.

The Scope of Maintenance is determined by the relevant Software Maintenance Specification and/or currently effective Entrance Documents.

3.3.2. Entrance Documents

Software Items become Maintained through Entrance Documents.

Each Entrance Document is either an agreement or a written contract between the Provider and the Customer, or it is an integral part of such agreement, with the part being clearly identified. An Agreement or written contract becomes an Entrance Document of a Software Maintenance Specification, if:

- the Entrance Document states that it is the Entrance Document of the relevant Software Maintenance Specification, and this Software Maintenance Specification is clearly identified,
or
- in the Software Maintenance Specification there is a clearly identified contractual document designated as an Entrance Document.

Agreements, which are either a Contractual Document as a whole or for which the Contractual Document is an integral part, are referred to as Entrance Agreements.

As a result of changes to the Entrance Agreements, the scope of Maintenance of the Maintained Software may change.

Typical **Entrance Documents** are:

- **Software Licence Agreements**
- **Software Licence Specifications**
- **System Agreements**

If the Entrance Document of a particular Software Maintenance Specification is a Software License Agreement, then all the relevant Software License Specifications automatically participate in the specification of the Maintained Software under the relevant Software Maintenance Specification, such that all Products for which the Customer has a currently valid right of use under such Software License Agreement are part of the Maintained Software, and the terms and conditions of the relevant Software Maintenance Specification and this Agreement, including these General Terms, apply to the maintenance of such Software.

If the Entrance Document is a Software License Specification, then all Products for which the Customer currently holds a valid use right under the given Software License Specification are considered Maintained Software.

Note: Therefore, if the Entrance Document is a Software License Specification, this does not mean that any other Software License Specifications of the same Software License Agreement will automatically participate in the specification of the Maintained Software according to the relevant Software Maintenance Specification.

Typical System Agreements are Implementation Agreements and Customization Version Execution Agreements. If under an Implementation Agreement, the execution of one or more Customizations is agreed upon, then the relevant Implementation Customization arrangement is for the purposes of this Agreement a Customization Version Execution Agreement.

3.3.3. Maintained Items

A **Maintained Item** is an entity defined for the purposes of Maintenance under this Agreement.

Each Maintenance Item is assigned the following information entity:

1. Maintained Item Software
2. Scope of use rights of the Maintained Item
3. Pricing Information of the Maintained Item for Maintenance purposes
4. Original Price Day of the Maintained Item

All this information is contained in or is resulting from the Entrance Document.

3.3.3.1. Maintained Item Software

For each Maintained Item, at least one Software related to the Maintained Item must be clearly specified, for which the Maintained Item establishes or changes the scope of Maintenance.

Note: More Maintained Items may be related to the same (maintained) Software, in other words – a specific Software may be a Related Software of one or more Maintained Items (see also Example below).

Note: As we speak of Related Software of Maintained Items, we may also speak of Related Maintained Items of a specific Software.

An Entrance Document that contains at least one Maintained Item Related to a specific Software can be referred to also as the Entrance Document of that Software. Similarly, an Entrance Agreement that contains at least one Maintained Item Related to a specific Software can be referred to also as the Entrance Agreement of that Software.

3.3.3.2. Scope of Use Rights of the Maintained Item

Usually, a range of use rights is agreed for each Maintained Item Software. Maintained Item Software and the related scope of use rights constitute a unique entity determining WHAT is the subject of maintenance.

3.3.3.3. Pricing Information of the Maintained Item for Maintenance purposes

Pricing Information of the Maintained Item for Maintenance purposes (hereafter referred to as Pricing Information of the Maintained Item) shall be used in Maintenance pricing.

Pricing Information of the Maintained Item is:

- a. either a specific price in the form of a specific value agreed in the contract for which its Maintenance will be provided (eg Annual Maintenance Price, Maintenance Price for a specific Maintenance Period, ...),
- b. or the so-called Basic Price of the Maintained Items (hereinafter referred to as the Basic Price), ie the price that will be used in calculating the maintenance price (see "Yearly Maintenance Price of a Maintained Item" on page 87). Regarding the Basic Price:
 - The Basic Price is any price item of the Entrance Document that is expressly indicated as the Basic Price
 - If the Entrance Document is a Software License Specification, then the software license price specified in the Software License Specification is automatically considered the Basic Price. The Basic Price of such Maintained Item may be expressly contractually agreed in a different amount from the software license price specified in the Software License Specification – thus the determined Basic

Price shall take precedence over the determination of the Basic Price under the previous sentence.

- If the Entrance Document is a Customization Agreement, then the relevant Price for Execution of Customization Version is automatically considered the Basic Price. The Basic Price of such Maintained Item may be expressly contracted for at a different amount than that specified in the preceding sentence – the Basic Price determined in this way takes precedence over the determination of the Basic Price according to the previous sentence.

3.3.3.4. Original Price Day of the Maintained Item

Each Maintained Item has its Original Price Day.

The Original Price Day may be agreed in the Entrance Document of the Maintained Item or under this Agreement expressly for that Maintained Item as any Day on which the Parties agree as the Original Price Day of the Maintained Item.

If no such Day is specified, then in the case of a license, the relevant Effective Day of the License is considered to be the Original Price Day of the Maintained Item.

If the Original Price Day of the Maintained Item is not apparent from the preceding paragraphs, then the Original Price Day of the Maintained Item is the day on which the agreement on the relevant Price became effective. If the Effective Day of the Entrance Document of the Maintained Item is not expressly agreed or known, the Original Price Day of the Maintained Item is the day on which the parties have indicated their consent to the relevant price (e.g. the day of acceptance of the offer).

If even the above rule did not allow the determination of the Original Price Day of the Maintained Item, then the Original Price Day of the Maintained Item is the first day on which the Maintained Item was made available to the Customer (the day on which LOGIS sent the relevant component to the Customer by some means or the day on which the Provider provided the Customer with the data necessary to download the component).

Example:

On August 1, 2012, the Customer and the Provider concluded the Software Maintenance Agreement S2012059 and also its first Software Maintenance Specification S2012060 as an amendment to this Software Maintenance Agreement.

On the same day (effective as of August 1, 2012) under the Software License Agreement S2012061 and the related Software License Specification S2012062 (see "Entrance Documents" on page 46), XYZ Customer acquired usage rights to the ABC Product. The price of the base license was USD 500,000 and the License Effective Day was August 1, 2012. The Software License Specification S2012062 has been determined to be a Contractual Document of the Software Maintenance Specification S2012060. ABC Product has thus become a Maintained Item under the Software Maintenance Agreement S2012059 and its Software Maintenance Specification S2012060.

On the same day (effective from August 1, 2012), the customer and the provider signed a contract (S2012063, System Agreement) for the development and implementation of a system called Production Planning based on ABC Product, provided that the System will have the features agreed in the System Specification that was approved in written form in the context of the conclusion of the System Agreement between the parties and became an annex to the System Agreement. Therefore, the Provider had to, apart from the other work related to the implementation, develop and deliver specific software components that together with ABC Product form a single functional system complying with the System Specification. It was also agreed that not only the ABC

Product, but the whole Production Planning System¹³ would be subject of maintenance. In the System Agreement S2012063 it was determined that it is the Contractual Document of the Software Maintenance Specification S2012060. The Production Planning System has thus become a Maintained Item under the Software Maintenance Agreement S2012059 and the Software Maintenance Specification S2012060. The System Agreement established the agreement on Basic price in the amount of USD 60 000.

Later on (after some time from launching the Production Planning System into operation), the customer decided to make use of the System to a higher degree (e.g. for more users or more locations). Therefore the use rights to ABC Product have been contractually expanded by signing the Software License Specification S2015047 (addendum of S2012061) for the price of USD 200 000, the License Effective Day for this extension (see "Original Price Day of the Maintained Item" on the previous page) being June 30, 2015.

The Software License Specification S2015047 has been determined to be a Contractual Document for the Software Maintenance Specification S2012060. The price of the license to extend the use rights for the ABC Product was thus included in the Basic Prices determining the maintenance price under the Software Maintenance Agreement S2012059 and its Software Maintenance Specification S2012060.

As of June 30, 2015, this Maintained Software was assigned the following Maintained Items, whose attributes were the basis for determining the price of Basic Maintenance Services:

	Maintained Item	Entrance Document of the Maintained Item	Original Price Day of the Maintained Item	Pricing Information of the Maintained Item
Maintained Item 1	ABC (Maintained Product)	S2012062 / S2012061 (SLS / SLA)	August 1, 2012 (License Effective Day)	USD 500 000 (License Price)
Maintained Item 2	Production Planning (Maintained System)	S2012063 (System Agreement)	August 1, 2012 (System Agreement Effective Day)	USD 60 000 (agreed Basic Price)
Maintained Item 3	ABC (Maintained Product)	S2015047 / S2012061 (SLS / SLA)	June 30, 2015 (License Effective Day)	USD 200 000 (License Price)

Abbreviations used within the table:

¹³ By ensuring this way not only the maintenance of the ABC Product, but of the entire Production Planning System, the customer has ensured maintenance in the scope of all the features of the Production Planning System as defined in the Specification (including those that are not features of the ABC Product). In undemanding planning environments, such functions commonly are e.g. interface functions that ensure controlled communication (data exchange) with surrounding enterprise systems. In demanding planning environments, however, the system also includes relatively large, specifically developed software, which often adds many other features to the Product as part of the System, which may be critical to the value of the System for the customer; features which only the system as a whole can enable the customer to achieve needed effects, those that could not be achieved simply by the implementation of the Product itself.

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- SLA = Software License Agreement
- SLS = Software License Specification

The notes in brackets are meant for explanation only.

Note: The above example demonstrates that the Software License Specification (S2012062 and S2015047) have become Entrance Documents by including the provision that they are a Contractual Document of the Software Maintenance Specification S2012060. The same result could be achieved by the fact that the Software Maintenance Specification determined that the Software License Agreement S2012061 is an Entrance Document.

Note: Each Maintained Item may also have other parameters defined within the respective Entrance Document related to the Maintained Item and the scope of the relevant Maintenance (for example related to Maintenance Period, Maintenance Pricing, ...).

4. General Provisions of Maintenance

Unless otherwise stated in the Specification, Maintenance of a Maintained Item is for a fixed period of time until the last day of the first Standard Maintenance Period. Maintenance of the Maintained Item may continue for subsequent renewal period(s) by Automatic Renewal or other agreement of the parties.

4.1. Maintenance Periods and Their Specification

Maintenance of Maintained Items is agreed for a period referred to as the Maintenance Period.

Maintenance Periods are periods of time defined by their First and Last Day and define the period when a Maintained Item contributes to the scope of Maintenance and to the Basic Maintenance Price.

A summary of all contractual agreements that are related to a Maintained Item and its Maintenance Periods' length and continuity is referred to here as the **Maintenance Periods Specification**. This Maintenance Periods Specification includes general rules set in this Agreement and any other specific agreements related to the Maintenance Periods of a Maintained Item.

This Agreement sets forth several general principles of the Maintenance Periods Specification, which are described in following sub-chapters. These apply as long as it is not contractually agreed otherwise in the specific case. Their aim is among others to unify the First and Last Days of Maintenance Periods of all Maintained Items newly entering the Maintenance to the same days as soon as possible, in other words, to maintain all Maintained Items under the Standard Maintenance Period (see "Standard Maintenance Period" on the next page). This unification is especially important for the possibility of providing System Maintenance services.

Software becomes Maintained under this Specification when the Maintenance Period for at least one Maintained Item begins (see "Maintained Items" on page 47). If Maintenance has been terminated so that Maintenance no longer continues for any Maintained Item, then the software has ceased to be Maintained under this Specification.

4.1.1. Initial Maintenance Period

For any Maintained Item an **Initial Maintenance Period** may be specified in its Entrance Document. Its Price, length or both are often agreed specifically for the given case.

If the Price of the Basic Maintenance Services during the Initial Maintenance Period **is not** specified in the Entrance Document, this Price shall be determined as per chapter "Maintenance Price of a Maintained Item for a specific Maintenance Period" on page 88 of this Agreement. If the Price of the Basic Maintenance Services during the Initial Maintenance Period **is** specified in the Entrance Document, thusly specified Price shall be used.

If the length of the Initial Maintenance Period is not specified in the Entrance Document

- the Initial Maintenance Period shall commence as per respective Entrance Document specification and its Last Day shall be on the next closest Last Day of the Standard Maintenance Period.

If no Initial Maintenance Period is agreed in the Entrance Document, the Maintenance commences on the Day specified in the Entrance Document and

- if the First Day of the Maintenance Period is other than the First Day of a Standard Maintenance Period (see "Standard Maintenance Period" below), then such contractually specified First Day of the Maintenance Period is regarded as the First Day of the Transitional Period (see "Transitional Maintenance Period" below)
- if the First day of the Maintenance Period is the same as the First Day of a Standard Maintenance Period (see "Standard Maintenance Period" below), then such contractually specified First Day of the Maintenance Period is regarded as the First Day of a Standard Maintenance Period.

If the First Day of the Maintenance Period is not expressly specified in the Entrance Document, the First Day of the Maintenance Period is the Effective Day of the Entrance Document of the Maintained Item.

4.1.2. Standard Maintenance Period

A Standard Maintenance Period is described in this Agreement in order to support the aim to unify all the Maintenance Periods of Maintained Items.

A Standard Maintenance Period is a period of time lasting one year and is defined by

- STANDARD MAINTENANCE PERIOD FIRST DAY
- STANDARD MAINTENANCE PERIOD LAST DAY

which are 1st January and 31st December of the same year, respectively, unless agreed otherwise.

If the First Day of a Maintenance Period of a Maintained Item is on the First Day of the Standard Maintenance Period, it is regarded as the First Day of a Standard Maintenance Period, unless specified otherwise (e.g. in an Initial Maintenance Period).

Thus the term 'Standard Maintenance Period' is used throughout this Agreement in two meanings:

- the Standard Maintenance Period as a real Maintenance Period of a Maintained Item, which complies with the above definition
- the Standard Maintenance Period as a term used for the identification of its First and Last Day as such (regardless of any real Maintenance Periods of a Maintained Item).

4.1.3. Transitional Maintenance Period

Transitional Periods are set in this Agreement in order to support the aim to unify all the Maintenance Periods of Maintained Items.

If the First Day of the Maintenance Period of the Maintained Item **is not** the First Day of the Standard Maintenance Period, then a Transitional Maintenance Period begins, for which the following applies:

- the First Day of a Maintenance Period of a Maintained Item is regarded as the First Day of a Transitional Period unless specified otherwise (e.g. in an Initial Maintenance Period)
- The Last Day of the Transitional Period is the last Day before the nearest First Day of the Standard Maintenance Period.

4.1.4. Automated Renewal of Maintenance Periods

As the Maintenance Services are in the vast majority of cases agreed with the assumption that they are to be long-term services that will be received/provided for a number of years, an Automated Renewal of Maintenance Services (Automated Renewal) applies unless agreed otherwise.

Therefore the Automated Renewal of Maintenance Periods is agreed for the purposes of this Agreement, which ensures that Maintenance of Maintained Items and related Software Items will continue automatically, i.e. without the need for negotiating additional appendices of the Maintenance Agreement or Entrance Documents for every new period.

It is set forth that unless one party has delivered to the other party a Notice of Maintenance Termination according to corresponding Software Maintenance Specification prior to a "LATEST AUTOMATIC RENEWAL TERMINATION DAY", then on the following day after the "LATEST AUTOMATIC RENEWAL TERMINATION DAY", a new Maintenance period is activated for all Maintained Items of the given Software Maintenance Specification, the first day of thus activated Maintenance Period being the day immediately following the last day of the current Maintenance period. Whether the newly activated period is Transitional or Standard is anchored in the related provisions of these General terms (see mainly the previous chapter "Transitional Maintenance Period" on the previous page and "Standard Maintenance Period" on the previous page).

In case the Agreement agrees just a single effective Software Maintenance Specification, then this Specification does not need to be identified in the Notice. In the case when more than one Specifications are agreed for the Agreement, it is necessary to unambiguously identify the Specification, otherwise the Notice is invalid.

Unless the relevant Specification expressly indicates the LATEST AUTOMATIC RENEWAL TERMINATION DAY, then that day is the 90th day prior to the last day on which the last contractually agreed maintenance period expires. If the LAST AUTOMATIC RENEWAL TERMINATION DAY is defined in the Specifications, such definition takes precedence over the previous sentence.

For the avoidance of any doubt it is acknowledged that for any Maintenance Periods Activated by the Automated Renewal all rights and obligations apply to both Parties in the terms of this Agreement without absolutely any limitations.

4.2. Maintenance Termination

During the course of this Agreement a situation may occur when one of the Parties will be forced to Terminate the Maintenance Services for some Maintained Items. The rules set forth in the following subchapters apply to such a case, unless contractually agreed otherwise in the specific case.

4.2.1. Software Item Maintenance Termination

Any Party has the right to terminate Maintenance of any Maintained Item, but only provided that such Termination will not violate any obligation of the Party which decided to Terminate and will not violate any right of the other Party set forth in this Agreement. If the condition is not met, the act of Termination will be considered invalid.

If either Party decides to use its right to Terminate Maintenance of a Maintained Item, it must do so by means of a Notice of Termination of Maintenance of a Maintained Item, which must be delivered to the other Party in accordance with the notice delivery rules described in this Agreement.

The impact of Terminating Maintenance of a Maintained Item is described in the following subchapters.

The Notice of Termination of Maintenance of a Maintained Item must clearly identify the Maintenance Specification and each corresponding Maintained Item whose Maintenance is to be Terminated. If the Agreement has only one Software Maintenance Specification, it is possible to use the identification of this Agreement instead of the identification of the Software Maintenance Specification.

The Effective Day of the Notice is either the Day of Notice Delivery to the other contracting Party, or a later Day expressly stated in the Notice itself. However, if a Day is stated in the Notice that precedes the Day of Delivery, then the statement of such preceding day is automatically deemed invalid and in such a case it is assumed that the Day of Notice Delivery is the Notice Effective Day.

4.2.1.1. Impacts of Maintained Item Maintenance Termination

On the Effective Day of the Software Item Maintenance Termination Notice the respective Software Item becomes a **Maintained Item in Termination**.

If Maintenance of the System IS agreed upon (the subject of Maintenance are not only the Product(s) but also Customizations), then it is furthermore applicable that:

- On the Effective Date of the Notice of Termination of Maintenance of a Maintained Item, all Maintained Items which are not Products become Maintained Items in Termination.
- If a Percentage Surcharge for System Maintenance has been negotiated in the Specification, then the Maintenance Rate shall be reduced by such Surcharge beginning with the next Maintenance Period not yet negotiated.

For Maintained Items in Termination, the following applies:

- At the moment when a Maintained Item becomes a Maintained Item in Termination, **the Automated Renewal of Maintenance Periods for such Item is Terminated** (see "Automated Renewal of Maintenance Periods" on the previous page). The Maintenance Period of such Items will end one by one as their Maintenance Period ceases to be Automatically Renewed.
- **During Termination the relevant Software Items in Termination are still Maintained Software** – all the provisions still apply (the Provider is obligated to provide the agreed Maintenance Services, the Customer is obligated to proper payments for these Services, ...) – therefore the only change is the termination of Automated Renewal for the Maintained Items in termination.
- At the end of the last agreed Maintenance Period of the Maintained Item in the Termination, the Item ceases to be a **Maintained Item**.
- If a Maintained Item has become a Maintained Item in Termination, the Maintenance of such Item may be renewed only by mutual agreement of the Parties.

It follows the above-stated, that:

- In case of Maintenance Termination of an Item that is not a Product (is a System), the Maintenance of the Products is not affected in any way.
- Termination of Maintenance of any Item that is a Component of a Maintained System will result in the loss of Customer's Maintenance Eligibility for the given System.
- In Maintenance Termination of Items that are related in any way to a Maintained System it is wise to carefully weigh the circumstances or even intention and to consult its consequences with the Provider.

4.2.2. Software Item Maintenance Termination Due to Breach

In very exceptional cases Software Item Maintenance Termination can occur Due to Breach.

In some other exceptional cases, when a situation occurred in which, while the use rights to the respective Software Item haven't expired yet, such a breach of Agreement occurred however that it entitles LOGIS and/or the Provider to terminating the Agreement, then apart from the right to terminate the Agreement LOGIS and/or the Provider also has the right to initiate Software Item Maintenance Termination by issuing a Software Item Maintenance Termination Notice. LOGIS becomes entitled to this in the following situations:

- there has been a substantial breach of the Software License Agreement of the respective Software Item by the Customer
- the Customer is in breach of the Software License Agreement under which it obtained the right to use the Software Item, provided that such breach constitutes a non-material breach, and the Customer has failed to cure such breach within the cure period granted by LOGIS, if any.
- there has been a substantial breach of this Agreement by the Customer
- the Customer has committed a breach of this Agreement which does not constitute a material breach, however such breach has not been remedied even after the expiry of the period granted for its remedy

Effective Day of the Notice is the Day when the Provider issued the Software Item Maintenance Termination Notice in which it identified the Software Item(s) and reason(s) entitling the Provider to issue such a Notice. The consequences of issuing the Notice are the same as in the case of "Impacts of Maintained Item Maintenance Termination" on the previous page .

This way gives the Parties a space in time (see "Impacts of Maintained Item Maintenance Termination" on the previous page – time for Termination) that the Parties can use towards attempting to find a contractual solution together that would allow the Maintenance of the given Software Item to continue. If the Contracting Parties agree on a Software Item Maintenance Renewal before the process of Termination reaches an end, then with the day of entering into the respective Agreement:

- Maintenance is renewed for all the **Maintained Items in Termination** and the consequences according to "Impacts of Maintained Item Maintenance Termination" on the previous page cease to apply to such a case.
- The validity of the Maintenance Period Automated Renewal provision (see "Automated Renewal of Maintenance Periods" on page 54) of the given Software Item is renewed.

If the following exceptional situation arises, then an automated **immediate Software Item Maintenance Termination** occurs (and with it the loss of Customer's Maintenance Eligibility for the given Software Items):

- the use rights to the given Software Item have expired

As a result of Software Item Maintenance Termination, a **Maintenance Termination of every System** a Component of which is the Software Item whose Maintenance has been Terminated.

The risk of the Provider's right to terminate the Maintenance of a Software Item arising as a result of a breach shall be borne exclusively by the Customer. The Customer shall therefore have no claim to any compensation in connection with the consequences of any potential exercise of the Provider's right to terminate the Maintenance of a Software Item.

5. Maintenance Services

The Maintenance Services cover a variety of sectional Maintenance Services, which may be used/agreed for the Maintained Software.

This chapter contains arrangements on the following topics:

- **Basic Maintenance Services**

Basic Maintenance Services that have been contractually agreed by the Parties, are covered by the flat rates, i.e. Maintenance Period Price;

- **Additional Maintenance Services**

Additional Maintenance Services that are charged for individually in the case when they are received (they are not covered by the flat rates).

It further provides detailed information on the Maintenance Services Price and conditions on which the Customer is eligible to receive them, as well as Refunds and Payment options.

5.1. Basic Maintenance Services

Basic Maintenance Services include the following services:

- Standard Maintenance Services
 - Product Improvements
 - Product Error Corrections (without guaranteed times)
 - Product Platform Migration (if available for the Software)

Standard Maintenance Services are services that are automatically contractually agreed for every Maintained Item without the need to mention this in the Specification.

- Optional Maintenance Services
 - System Maintenance
 - Error Corrections in Systems
 - Error Corrections with Guaranteed Times
 - System Audits
 - Specific Requests Communication Language

None of the Optional Maintenance Services are agreed if it is not expressly stated in the Agreement. The arrangement of Optional Maintenance Services is performed in the Software Maintenance Specification. The way of arrangement of any of the Optional Maintenance Services is described in these General Terms.

The above listed services (agreed Standard and Optional Maintenance Services) are covered by the flat rates for the individual Maintenance Periods (see "Basic Maintenance Price (Price for Maintenance Period)" on page 87) and are discussed in more detail in the following subchapters.

During provision of these Basic Maintenance Services situations may occur, where based on Customer's current decision or based on circumstances specified by this Agreement services are provided, which are not covered by the Basic Maintenance Price. Such cases are specified in some of the subchapters of "Error Reports where Error Correction Eligibility Is Not Met" on page 62 and such services fall under the Additional Maintenance Services (see "Additional Maintenance Services" on page 70).

5.1.1. Product Improvements

Product Improvements constitute provision of functional updates or improvements of the Software Products which LOGIS offers on the market in the form of new Basic or Improved Product Releases.

Under the Product Improvements the Product Release will be available to the Customer in this way:

- Upon commencing Maintenance of the given Product the Customer will have access to the latest Product Release issued by LOGIS for general distribution.
- In the course of time, Customer will have access to each new Basic Product Release released by LOGIS for general distribution. This access will be made available in the following way:
 - if the Customer does not notify LOGIS of installing this Release in the course of 12 months since the Release Day of the Product Release and uses it, then after the 12 months expire the availability of the given Release will be terminated.
 - if the Customer notifies LOGIS that he has installed a certain Release and will use it, the given Release will be available until either:
 - the Customer declares that he will no longer use the given Release within any of his Installations
 - or
 - until he is no longer Entitled to Maintenance of the given Product Release (see for example **MAXIMUM PRODUCT RELEASE MAINTENANCE DURATION**).
- Software Maintenance and Software License Agreements are often concluded with the assumption of many years of operation of the software. Over time, however, new technologies develop, terminology evolves either spontaneously or even normatively (in a binding way), and the legal or tax environment changes, potentially creating new mandatory obligations for both software providers and users. Therefore, it must be taken into account that new releases of products will be issued to appropriately respond to these changes. To maintain long-term consistency in the contractual documents, the Automatic Update of General License Terms is agreed upon.

5.1.1.1. Product Release Accessories

As part of Product Improvements, LOGIS can decide to provide the Customer with an Accessory together with a Maintained Product. An Accessory is a software Product, which the Customer may benefit from using it together with the Maintained Product.

Use of an Offer of an Accessory is not associated with additional payments, it is part of Basic Maintenance Services / Product Improvements, and is made available to the Customer via LOGIS Helpdesk.

5.1.1.1.1. Accessory Offer and its Acceptance

The Customer shall be informed of a possibility to acquire an Accessory together with a Maintained Product based on an Accessory Offer via the LOGIS Helpdesk.

LOGIS will offer the Customer the Accessory by making the Release of the Accessory available for download from the LOGIS Helpdesk.

The Customer Accepts the Accessory Offer by downloading the offered Release of the Accessory from the LOGIS Helpdesk.

Offers can be accepted in the Helpdesk only by users with rights to perform Acceptance of the Accessory Offer.

5.1.1.1.2. Acceptance of an Accessory Offer and Use Rights of the Accessory Release

By the Acceptance of an Accessory Offer, the Customer for the relevant Basic Release of the relevant Accessory and all related Improved Releases:

- accepts the obligations and restrictions arising from the license agreement of the relevant Maintained Product to which the Accessory has been offered
- acquires a right of use to the Accessory which is non-exclusive and non-transferable and lasts only for the period of time during which the Customer is entitled to Maintenance of the Maintained Product for which the Accessory was provided under this Agreement
- unless otherwise specified in the Accessory Offer, then the same Maintenance Services apply to the Accessory as agreed for the Maintained Product for which the Accessory was offered (i.e. e.g. Error Corrections, Requests Communication Language and others), with the exception that the Customer is entitled only to those Accessory Releases that LOGIS Offers him
- LOGIS may specify the Conditions for the relevant Accessory within the Accessory Offer. If this happens, then by the Offer Acceptance, such Conditions for the relevant Accessory become binding for the contracting parties.

For the avoidance of doubt, the following applies to the possible termination of the rights to the Accessories:

- Unless otherwise expressly agreed for a specific case, then all results of objects development, such as macros, workflows or other objects which were developed by the development tools of the Product or Accessory by the Customer himself based on the application of the right to use the Product or Accessory for the purposes of developing or modifying the planning system, belong to the Customer. The right to use such objects of the Customer therefore exists regardless of the validity of the Maintenance Agreement.
- Features / functions of each Product created by LOGIS and which is a planning tool (eg LPP) include the ability to interpret / execute during the operation of such Product also macros, workflows or other objects developed for the relevant Product Release using the Product or the Accessory. Although the objects developed independently by the Customer are the property of the Customer, the technical ability to use them ceases if the Customer's right to use the Product(s) that are a component of the relevant System has ceased.

Note: The above means that upon termination of maintenance, the Customer loses the opportunity to develop or modify macros, workflows and similar objects using the Accessory, but does not lose the opportunity to continue running existing macros, workflows, etc. within the legal use of the Products which are the LOGIS planning tools.

5.1.2. Error Corrections

Error Correction as Basic Maintenance Services only apply to those Maintained Software Errors¹⁴ that the Provider is the Error Responsible for. The Provider's obligations apply only to the Errors that were precisely identified, are reproducible and where all information needed for the Error Correction was provided by the Customer.

The Error Correction Services shall be provided to the Customer on the basis of a Request submitted by the Customer, via an Error Report ticket type (see "Request Submission" on page 39).

5.1.2.1. Definition of Error

If not agreed otherwise in respective Specification, an Error is any behavior of Maintained Software, which is in substantial conflict with the respective Software Specification.

Behavior of a Maintained Software which is not described in its Specification is regarded as not in conflict with the Specification and hence is not an Error, even if the Customer believes it is the case of incorrect or illogical behavior of the Software. Software behavior described in its Specification in an Invalid Feature Specification is also not considered an Error (see "Not an Error in the Provider's Responsibility" on page 63).

5.1.2.2. Error Correction Services Deliverables

Error Correction Deliverables are defined through gradual partial Deliveries called Response Levels. Provision of each of them constitutes one of Deliveries of Error Correction:

- The **First Level Response**, which is an acknowledgement of receipt of a newly Submitted Error Report
- The **Second Level Response**, which is
 - provision of a temporary fix or an instruction of how to work around the problem and/or
 - instruction on how to prevent the Error re-occurrence or how to reduce the Error impact
- The **Final Level Response**, by which a final Error elimination in Maintained Software is provided

By providing a higher Level Response any unfulfilled lower Level Responses for the given Error Report are considered to be fulfilled/Delivered as well.

If the Provider does not receive within 10 days from the provision of the Final Level Response a complaint from the Customer via the Helpdesk that the ticket cannot be closed because the error still persists, the relevant ticket will be automatically closed.

The priority is to provide a correction in the reported Release of Maintained Software using a Hotfix. However, other options are also using (installing) a different Release or other update of the respective Maintained Software.

14 The Maintained Software consists of the respective Products and if System Maintenance is agreed (see "Maintenance of Systems" on page 66), then also of the respective Systems.

The Provider offers agreement on Error Corrections with Guaranteed Times (for details see "Error Corrections with Guaranteed Times" on page 66).

5.1.2.3. Error Correction Eligibility

The Customer is Eligible for Error Correction Services if all of following are met:

- the Customer Maintenance Eligibility requirements are met in the respective Software Release ("Maintenance Eligibility of Software Items" on page 85)
- the Customer has provided all information necessary for the Error Correction Delivery – there is no pending unfulfilled Request for Cooperation related to the Error Report
- the Customer is not operating / not using the Software in conflict with the Operation Instruction
- the reported problem is an Error (see "Definition of Error" on the previous page) where the Provider is the Error Responsible (see "Error Responsibility" on page 26)
- the reported problem is not a Shared Responsibility Error
- the reported problem is not classified as Irreproducible

5.1.2.4. Error Reports where Error Correction Eligibility Is Not Met

As part of Basic Maintenance Services, the Provider has obligations related to Errors Reported by the Customer to the extent given by this Agreement. Error Correction Eligibility (see "Error Correction Eligibility" above) is a necessary prerequisite for the validity of the Provider's obligation of Error Correction. Upon reception of an Error Report the Provider treats it as if the Eligibility was met, until any non-compliance becomes known.

However, there are a number of such situations, where only during the Error Report lifecycle a non-compliance with Error Correction Eligibility rules can arise or be discovered (and thus the Eligibility ceases to be). Some of such situations are introduced in following paragraphs. If any other unexpected situation arises or the Parties are not able to agree on a mutually acceptable solution, the rules of Shared Error Responsibility shall apply. The Parties can also agree at any time to Close an unsolved Error Report. There are no further obligations of any Party to Closed Error Reports.

In any of the following situations it applies that the Party who discovers such situation shall notify the other Party of its finding immediately in order to eliminate unwanted costs and reduce the amount of useless effort. This is done by giving the other Party a Notice.

5.1.2.4.1. Simple Error Correction Postponement

If the following is not met, the Provider has no obligations related to the Error Correction Services of the respective Error Report until the Error Correction Eligibility is met again:

- the Maintenance Eligibility requirements are met per respective Maintained Software
- the Customer has provided all information necessary for the Error Correction Delivery, there is no pending unfulfilled Request for Cooperation related to the Error Report

5.1.2.4.2. Irreproducibility

If the subject of an Error Report is a problem, which cannot be reproduced by the Provider, it is referred to as Irreproducible and the Error Corrections with Guaranteed Times do not apply in such an Error Report.

An Error can be reproduced by the Provider if, based on the information or data provided by the Customer, the Provider is able to reproduce the Error on the installed Software Release to which the Provider has access (i.e. for example Software installed on LOGIS's computer systems or on Customer's Installed System that the Customer gave LOGIS access to).

The reason that an Error is Irreproducible may be that either the attempts to reproduce the Error are unsuccessful due to insufficiently known circumstances of the Error occurrence or the Error may be of such character that the Provider's available means do not enable a simulation close enough to the Customer's operation of the Software (e.g. due to close relation of the Error to the interface with the Customer's systems, which the Provider understandably doesn't have at its disposal in its environment).

In the event that a reported Error is classified as Irreproducible, and the Customer fails to provide the Provider within sixty (60) days with information and documentation sufficient to allow the Provider to reproduce the Error, the Provider may close the Error Report. Should the issue arise thereafter, the Customer shall report the issue again.

Should the Provider nevertheless decide to attempt assistance, it may make a 'blind' attempt to resolve the issue, which may or may not succeed; accordingly, the Error Correction and any associated deliveries shall not be guaranteed.

5.1.2.4.3. Not an Error in the Provider's Responsibility

In the following cases the Provider is not Responsible for the Error:

- **Non Error**

If a problem is declared to be an Error within the Error Report and turns out not to be a Maintained Software Error (as per the Software Error definition – see "Definition of Error" on page 61), the so-called Non Error state occurs.

In such case the Special Error Report Processing Agreement is followed (see "Special Error Report Processing Agreement" on the next page).

- **Invalid Feature Specification**

If the subject of an Error Report is a problem, which has its root in an Invalid Feature Specification (see "Invalid Feature Specification" on page 16), it is not considered an Error (see also "Definition of Error" on page 61)

Note: The solution in such a situation is an agreement of the Parties on the modification of Specification, so that the conflict in Invalidly Specified Features is eliminated

- **Customer's Responsibility Error**

If the subject of an Error Report is a problem where the Customer is found to be the Error Responsible Party, the Provider has no obligations related to the Error Correction Services of the respective Error Report.

In such case the Special Error Report Processing Agreement is followed (see "Special Error Report Processing Agreement" below).

In all the cases above the Customer himself may arrive at the conclusion that it indeed is one of the cases above after submitting an Error Report. The Customer can also stop further works on the given Error Report with a Notice delivered to the Provider.

The Man Hours reported by the Provider to have been spent with work on the given Error Report before finding out that the Error does not fall under the Provider's responsibility are not considered a provision of Basic Maintenance Services, but are considered as providing Additional Maintenance Services and the Provider is entitled to charge for them as per Man Hour Rates of Additional Maintenance Services.

5.1.2.4.4. Shared Responsibility Error

If it turns out that the subject of an Error Report is an Error with Shared Responsibility (see "Shared Responsibility Error" on page 28), the Parties need to cooperate on its elimination and the possible Error Correction with Guaranteed Times do not apply in such Error Report.

In such case the Special Error Report Processing Agreement is followed (see "Special Error Report Processing Agreement" below).

The Man Hours reported by the Provider as spent on such Error Report are covered equally by both Parties so that the Customer is charged a price calculated from the pricing of Additional Maintenance Services but using only 50% of the BASIC MAN HOUR RATE.

5.1.2.5. Special Error Report Processing Agreement

In case the Error does not fall under the Provider's Responsibility (see "Reservation regarding Third Party Products" on page 66) or the Responsibility is Shared ("Shared Responsibility Error" above), the Man Hours reported by the Provider to have been spent with work on such Error Report, both before and after the Notice of such situation, are considered as provision of Additional Maintenance Services and the Provider is entitled to charge for them as per Man Hour Rates of Additional Maintenance Services (in case of Shared Responsibility Errors only 50% is charged).

Unless agreed otherwise in the Specification (SPECIAL ERROR REPORT PROCESSING AGREEMENT), then following agreement is applied for such cases:

- In case of Error Report with **Extreme** or **High** CRITICALITY level the Provider shall continue the work on problem solution until any of the following events:
 - The problem is resolved
 - The Customer shall deliver to the Provider a notice indicating that the Customer wishes the Provider to terminate work on the relevant Error Report
 - The Provider concludes that it is not in its capacity to resolve the problem and notifies the Customer that the work is being terminated without achieving the desired result (provide recommendations if possible)
- In case of Error Report with **Medium** or **Low** CRITICALITY, the Provider shall stop work related to the Error Report, and the processing of the relevant Error Report shall be marked as terminated. Should the

Customer wish the Provider to assist with resolving the issue, the Customer may contact the Provider with an order for Additional Maintenance Services.

5.1.2.6. Criticality Levels

Errors (whether real or perceived) can also vary greatly in their severity and thus in the urgency to fix the Error (time pressure to fix). When reporting an Error, the Customer therefore has the option of assigning a Criticality level to the Error Report. The Criticality level sets the priority for the execution of the relevant Services.

The Criticality levels may be used by the Customer when reporting an Error according to the Customer's own perception of the severity of the Error. It is the Customer's sole responsibility to decide whether and to what level of criticality to assign to a particular report.

Unless the Specification determines Criticality otherwise, the levels of Criticality are agreed as follows:

LEVEL OF CRITICALITY	COEFFICIENT OF CRITICALITY
Extreme	220 %
High	180 %
Medium	140 %
Low	100 %

The COEFFICIENT OF CRITICALITY shall be applied in accordance with the relevant provisions of these General Terms.

Higher levels of Criticality (High, Extreme) are available only for Production Installations of the Software.

In cases where Error Corrections with Guaranteed Times are agreed upon, there are TIME LIMITS_{EC} associated with each level of Criticality regarding the First, Second and Final Level Response agreed upon for Error Correction Deliverables (see "Time Limits, Service Availability and Calendars" on page 67).

5.1.3. Product Platform Migration

For a particular Maintained Product, LOGIS may support multiple different Platforms for which LOGIS releases the relevant releases of the Maintained Product. The Platform Migration service described below applies when the Customer runs the Maintained Product on its own hardware.

During the period for which the Customer is entitled to Maintenance Services, the Customer has the right to access any release of a Maintained Product released for any supported Platform. Access will be provided by having the Customer download the relevant release from the Helpdesk, or the Customer and the Provider may agree on access by other means.

Together with making accessible the selected release of the Maintained Product, the Customer automatically acquires the relevant use right to use the Maintained Product on the relevant Platform. Other license restrictions under the applicable License Specification remain unchanged, apply to the made accessible release and the Customer may not violate them when using the made accessible release. No formal amendment to the License

Specification is required. The applicable right of use is evidenced by the period during which Customer was entitled to Maintenance Services and Helpdesk records of Customer's downloads of releases of the Maintained Product or LOGIS records of releases provided otherwise.

Using the above procedure, the Customer may select a different Platform for the Maintained Product from the supported Platforms than that specified in the relevant Software Specification.

However, if the Customer requires technical or consultancy support from the Provider regarding the execution of a change to the Maintained Product Platform, such work is not covered by the Maintenance Price and must be agreed as Additional Maintenance Services or otherwise.

5.1.4. Maintenance of Systems

If Systems Maintenance is agreed in the Software Maintenance Specification of this Agreement (YES in the SYSTEMS MAINTENANCE line), then in addition to the Maintenance Services related to the Products, System Error Corrections will also be provided for the System that is the Maintained Software under the Specification (see "System Error Corrections" below).

Besides System Error Corrections, it is also possible to arrange New System Releases within the System Maintenance (see "New System Releases" on page 71) or System Audit (see "System Audit" on page 72).

5.1.4.1. System Error Corrections

If System Maintenance is agreed, then the services of System Error Corrections will be provided – i.e. corrections of such System errors that cannot be resolved by fixing the Product (or only by fixing the Product) that is a component of the System. The provisions of chapter "Error Corrections" on page 61 will then apply for System Error Corrections.

Note: If System Maintenance is not agreed, then chapter "Error Corrections" on page 61 only applies to maintained Products fixes.

5.1.4.2. Reservation regarding Third Party Products

Third party Products (i.e. products whose vendor is not LOGIS) are excluded from LOGIS's obligations regarding System Maintenance. Third party Product vendors are free in their decisions about their Products' Features, therefore LOGIS cannot implicitly accept any obligations regarding System Maintenance services described above within this chapter "Basic Maintenance Services" on page 58. Any arrangement regarding Systems a Component of which is or is to be a Third party Product, is necessary to be contractually agreed individually with regard to that third party Product. Any implied obligations regarding the Third Party Product and the System of which the Third Party Product is a Component which with respect to the System Maintenance are not contractually agreed upon are not valid.

5.1.5. Error Corrections with Guaranteed Times

If Error Corrections with Guaranteed Times are agreed in the Software Maintenance Specification (YES in the like GUARANTEED TIMES_{EC}), then the conditions agreed in this chapter and its subchapters apply.

If Error Corrections with Guaranteed Times are agreed, the Provider guarantees compliance with the time limits in accordance with the relevant provisions of this Agreement. Should an evaluation of the fulfillment of these obligations reveal that the Provider has failed to meet the specified limits, the Provider may be penalized, depending on the extent of non-compliance (see "Error Correction Compliance Evaluation and Refunds" on page 79) in the manner agreed under this Agreement.

If Error Corrections are agreed with Guaranteed Times, a set of additional parameters must be specified and terms explained thanks to which it will be possible to Evaluate the success rate of respective obligations' Deliveries (see "Error Correction Compliance Evaluation and Refunds" on page 79). Additional parameters are listed in the following subchapter "Time Limits, Service Availability and Calendars" below. The values of the respective parameters are then set in the the Software Maintenance Specification.

Error Corrections with Guaranteed Times do not apply to Preliminary Software Releases (Beta, see "Release Types" on page 19).

Third-Party Maintained Software (from Vendors other than LOGIS)

LOGIS does not assume any obligations for Error Corrections with Guaranteed Times for any Maintained Software whose vendor is not LOGIS. If LOGIS is not the vendor of the Maintained Software, no warranties regarding Error Corrections shall exist¹⁵, unless they are contractually agreed for each specific software in the relevant Specification or in the relevant Entrance Document. Cases of Error Reports for the Maintained Software of third parties in a situation when Error Corrections with Guaranteed Times are contractually agreed, will be automatically requalified to Other Issues and will not be taken into account in Error Correction Compliance Evaluation (see "Error Correction Compliance Evaluation and Refunds" on page 79).

5.1.5.1. Time Limits, Service Availability and Calendars

The purpose of the parameter GUARANTEED TIMES_{EC} is to set rules that will allow for a decision on whether the Provider's obligations regarding Error Corrections with Guaranteed Times are fulfilled or not, so that possibly appropriate contractual consequences may be drawn from it.

TIME LIMITS_{EC}

TIME LIMITS_{EC} can be negotiated according to the following profiles, which set the TIME LIMITS_{EC} according to the First, Second and Final Levels Response and the respective Criticality Level:

1. Standard Profile

TIME LIMITS _{EC}			
Criticality	First Level Response	Second Level Response	Final Level Response
Extreme	24 hours	8 days	90 days

15 For example, software vendors often disclaim any obligations regarding error corrections in their license agreements, typically by stating that the software "is as is." If such software becomes Maintained Software, it is understandable that LOGIS cannot provide the Customer with any warranties, as the software vendor itself does not provide LOGIS with any warranties regarding error corrections.

TIME LIMITS _{EC}			
Criticality	First Level Response	Second Level Response	Final Level Response
High	36 hours	16 days	120 days
Medium	6 days	90 days	180 days
Low	12 days	180 days	N/A

ERROR CORRECTION COMPENSATION RATE for TIME LIMITS_{EC} according to the table above = 30%

2. Profile for Demanding Environments

TIME LIMITS _{EC}			
Criticality	First Level Response	Second Level Response	Final Level Response
Extreme	12 hours	4 days	35 days
High	18 hours	8 days	60 days
Medium	2 days	60 days	120 days
Low	6 days	120 days	N/A

ERROR CORRECTION COMPENSATION RATE for TIME LIMITS_{EC} according to the table above = 42%

3. Profile for Critical Environments

TIME LIMITS _{EC}			
Criticality	First Level Response	Second Level Response	Final Level Response
Extreme	2 hours	2 days	28 days
High	12 hours	4 days	42 days
Medium	1 day	35 days	90 days
Low	3 days	90 days	N/A

ERROR CORRECTION COMPENSATION RATE for TIME LIMITS_{EC} according to the table above = 54%

SERVICES AVAILABILITY

An important parameter related to the Error Corrections with Guaranteed Times is the SERVICES AVAILABILITY. SERVICES AVAILABILITY along with the values of TIME LIMITS_{EC} and other parameters described further on sets the requirements for the speed of Error correction, sets stricter or softer conditions based on the agreed values on the Error Correction Deliveries and for evaluating whether and to what extent the Provider is fulfilling its

obligations regarding Error Correction. SERVICES AVAILABILITY and TIME LIMITS_{EC} are selected by the Customer per Software Maintenance Specification based on how critical he considers the proper operation of the process for the control of which the Software is to be used.

The SERVICES AVAILABILITY is defined by the combination of a STANDARD CALENDAR, which is used in lower Criticality Error Reports, and an URGENT CALENDAR, which applies in Error Reports with higher Criticality Levels.

The purpose of the two different Calendars is to increase the availability of services in urgent cases, where hours or single days play an important role compared to the less urgent ones, where TIME LIMITS_{EC} of Deliveries range in days or rather in weeks. TIME LIMITS_{EC} defined in days (in the Software Maintenance Specification) are measured over the days of the week covered by the Calendar.

If the Specification does not otherwise define the availability of services by Calendar, Criticality and Installation, then the Criticality levels are agreed as follows:

SERVICE AVAILABILITY BY CALENDAR, CRITICALITY AND INSTALLATION		
CALENDAR	CRITICALITY	INSTALLATION
Urgent	Extreme, High	Production
Standard	Medium, Low	Production and Non-Production

For the purposes of CALENDARS specifications, following terms are defined:

LOGIS TIME ZONE	Europe/Prague
LOGIS WORKING DAYS	Monday through Friday excluding Czech public holidays
LOGIS WORKING HOURS	8:00 a.m. – 4:00 p.m. on LOGIS WORKING DAYS in the LOGIS TIME ZONE
EXTENDED LOGIS WORKING HOURS	6:00 a.m. – 6:00 p.m. on LOGIS WORKING DAYS in the LOGIS TIME ZONE
CUSTOMER'S TIME ZONE	Customer's Local Time Zone
CUSTOMER'S WORKING DAYS	Monday through Friday, excluding public holidays in the Customer's country of residence
CUSTOMER'S WORKING HOURS	8:00 a.m. – 4:00 p.m. on CUSTOMER'S WORKING DAYS in CUSTOMER'S TIME ZONE

If not otherwise agreed in the Specification, the Services Availability is agreed as follows:

SERVICES AVAILABILITY	
URGENT CALENDAR	LOGIS WORKING HOURS
STANDARD CALENDAR	LOGIS WORKING HOURS

If the Enterprise license class is agreed, it is possible to contractually agree on SERVICES AVAILABILITY for

- time zones other than the LOGIS TIME ZONE,
- working days other than the LOGIS WORKING DAYS,
- working hours other than the LOGIS WORKING HOURS.

It is also possible to agree on continuous 24/7 UTC (Non-Stop) SERVICES AVAILABILITY.

As has been mentioned above, Higher Criticality Levels are only available in Production Software Installations. If it happens that the Customer submits an Error Report related to a non-production Software, and used a Higher Criticality Level, then an Invalid Criticality Level has been used. In such a case a correction of the Criticality Level will be performed in such a way that the previously used higher Criticality Level will be replaced by the higher or possible values of Lower Criticality Levels (Corrected Criticality Level).

Apart from the above, the Time Limit measurement of an Error Report is also interrupted in all intervals, where the Error Correction Eligibility is not met or is believed not to be met. Such intervals start at the moment of the notification of the situation, which causes the incompleteness of the Eligibility and end at the moment of the notification of the fulfillment of the last missing Eligibility requirement.

Error Corrections with Guaranteed Times and the values of related parameters have a significant impact on determining the Maintenance Price.

5.2. Additional Maintenance Services

Any Services provided by the Provider based on this Agreement, which are not Basic Maintenance Services covered by the Maintenance Price are considered Additional Maintenance Services.

Additional Maintenance Services may arise only based on Customer's initiative or by agreement of the Parties and according to this Agreement.

Additional Maintenance Services may be agreed specifically between Parties case by case.

The Customer may **request** Additional Maintenance Services from the Provider not only by creating a ticket in the LOGIS Helpdesk, but also by other ways, e.g. in a personal meeting, in an on-line meeting, in writing (in paper or electronic form), by phone, etc.

In case a ticket for the Additional Maintenance Services has not been created directly by the Customer in LOGIS Helpdesk, LOGIS may create it for the Customer provided that LOGIS may insert the relevant materials already communicated with the Customer (e.g. scan of a paper order, electronic order, minutes of the meeting, email communication, specification, etc.).

The Customer may **bindingly order** Additional Maintenance Services directly via the relevant helpdesk ticket. If the Customer places the order by other means, such as by submitting a written order (in paper or electronic form, including by e-mail), the Provider or the Customer shall ensure that the order is recorded in the relevant helpdesk ticket.

Where the Additional Maintenance Services specifically agreed by the Parties involve any travel of persons dispatched by the Provider, the Provider shall be entitled to charge TRAVEL AND LIVING EXPENSES in accordance with the reimbursement terms applicable under this Agreement.

Unless otherwise expressly agreed in a particular case, Additional Services are agreed and charged according to the volume of capacity provided and the related expenses, if any.

See also chapter "Invoicing and Payments of Additional Maintenance Services" on page 91.

Additional Maintenance Services may be various services provided beyond the Basic Maintenance Services (e.g. consulting, expert, analytical services).

Additional Services may also be the following:

- System Customization (see "System Customization" on page 74)
- New System Releases (see "New System Releases" below)

5.2.1. New System Releases

If the Software Maintenance Specification of this Agreement negotiates New Releases of the Maintained System (YES in the NEW RELEASES OF THE MAINTAINED SYSTEM line), then under System Maintenance, in addition to System Error Corrections (see "System Error Corrections" on page 66), services will be provided as described in this chapter.

However, new System Releases are not released automatically (e.g. on a new Product Release that is a component of the relevant System), but upon a Customer Request. There are two main reasons for this:

- In general, not every Product Release can bring a significant improvement to a particular System, and the effort required for the installation and preparation of a System Update (typically on the part of both the Provider and the Customer) may mean that releasing a System Update would not be justified for every Product Release. For this reason, Product Releases are normally released much more frequently than how often the Customer intends to update their System, and the work on such updates would be unnecessary and the associated costs spent would also be unnecessary.¹⁶
- Another reason why System Updates require Request Submission by the Customer is that often there are more conceivable Product Releases or combinations of new Product Releases, and it is necessary for the Customer to indicate which possible Release or combination of Releases he prefers.

In the request for a New Release of the System, the Customer shall specify the releases of the Products which are components of the System.

Because of possible hard-to-solve compatibility issues between elements of the System, unless agreed otherwise in a specific case, Maintained Systems Updates do not apply to so-called downgrades of the Maintained Products, i.e. to situations where the Customer decides to use in his System a lower Release of a certain Maintained Product than that which is being currently used in the Customer's Production System.

The Parties shall agree on a delivery time. The agreement must take into account the expected workload, which is strongly dependent on the extent of the maintained customizations. In the case of systems with more than one product, the Provider shall check that the selected product releases are compatible.

¹⁶ Experience has shown that the frequency of requests for a New System Release can vary considerably in specific cases. We encounter both customers who prefer relatively frequent updates of their systems, e.g. annually), and those who prefer to run the system for a longer period of time and do not install a New System Release for several years.

The final New System Release includes the maintained components, i.e. in particular the relevant Products and Maintained Customizations. However, the new release does not normally include System Components for which LOGIS or the Reseller is not the Component Administrator. Also, any Other System Components may not be included in the New System Release. Cases where the output should be a new release containing also components for which LOGIS or the Reseller is not the Administrator (Customer's own components) must be agreed separately.

The New System Release is delivered by making it accessible to the Customer.

Pricing:

If the price of System Implementation Customizations is contractually agreed, then the price for the release of a New System Release is:

$$\text{Price}_{NSR} [\text{Agreed Currency}] = \text{Total Current Customization Price} [\text{Agreed Currency}] \\ * \text{Maintenance Reference Rate} [\%]$$

The Total Current Customization Price is the sum of the Current Corrected Prices for the Execution of each Customization Version, which are the maintained items of the system ("Method of Price Correction" on page 94).

In cases where a price for Implementation Customizations is not specified, the above pricing shall not apply and the price for the release of a New System Release shall be agreed separately for each such case.

5.2.2. System Audit

If the Customer has started using at least one of its Maintained Software Items in a Production Installation, the Customer may request a System Audit. The Audit of the Maintained System is not executed automatically, but upon a Request Submitted by the Customer (see "Request Submission" on page 39).

The Parties shall agree on the term of execution.

The System Audit focuses only on Maintained Software in Production Installations.

The System Audit Report, which is the outcome of the System Audit, contains an overall Evaluation of use of the Maintained Software by the Customer. The subject of System Audit is the Software that is in production use. As a part of System Audit, the Provider will address possible suggestions on opportunities to improve efficiency of System use or possible directions of System development. Recommendations may be given to the Customer in this regard.

The source information for the System Audit Report is provided by the Customer either in the form of documents or other data or during Audit meetings, if needed. The Provider is not responsible for the correctness and completeness of the information provided by the Customer and is not obliged to verify it.

The System Audit Report is to be provided as a document in electronic form. The Report's nature is that of a confidential document and may not be, albeit partially, made available to any third party.

Time schedule of the System Audit

If a different time schedule is not agreed by the Parties in the specific case, the time schedule shall be as follows:

1. The Provider shall determine the System Audit Start Day and notify the Customer thereof no later than one month following receipt of the relevant Request.

Note: The choice of an appropriate time for an System Audit is up to the Customer, generally an appropriate time to perform an System Audit seems to be in the second half of a Standard Maintenance Period.

2. The System Audit Start Day will be set so that it doesn't occur earlier than a month after the Customer received the information of the System Audit Start Day. At the same time, the System Audit Start Day must occur within the AUDIT COMMENCEMENT TIME LIMIT (see below).
3. Starting with the System Audit Start Day the TIME FOR AUDIT MATERIAL COLLECTION commences, which is dedicated to collecting materials and information for the System Audit. During this time the Provider will offer the Customer to organize at least one Audit meeting, while in the interest of finding a suitable date it will provide up to three meeting date suggestions.
4. The Provider may, from the time of receipt of the Request/Ticket, submit requests for information. All information provided by the Customer for the purposes of the System Audit is confidential information. It is assumed that the Customer will provide the respective information within the TIME FOR AUDIT MATERIAL COLLECTION. The Provider is not bound to take information the Customer has provided after this time period into account when elaborating the Report.
5. The Provider will deliver the resulting System Audit Report within the AUDIT EXECUTION TIME LIMIT after the System Audit Start Day.



AUDIT COMMENCEMENT TIME LIMIT is a time period the first Day of which is the Day of delivery of the respective Request / Ticket for System Audit, and during which the Provider must set an System Audit Start Day in accordance with the procedure set above.

AUDIT EXECUTION TIME LIMIT is a time period the first day of which is the System Audit Start Day, and during which the Provider must provide the resulting System Audit Report to the Customer.

TIME FOR AUDIT MATERIAL COLLECTION is a time period the first day of which is the System Audit Start Day.

The time for completing the System Audit Report is the duration of the period, the beginning day of which is the first Day following the expiration of the TIME FOR AUDIT MATERIAL COLLECTION. Its duration shall be determined by the difference between the AUDIT EXECUTION TIME LIMIT and the TIME FOR AUDIT MATERIAL COLLECTION.

Audit meetings usually take place in the form of internet audio meetings. If a trip of Providing Persons of the Provider to the Customers is agreed (based on an ad hoc agreement), the Customer pays the TRAVEL AND LIVING

EXPENSES of these Providing Persons (Providing Person is any person to provide Services to Customer in the name of the Provider; it can be any of the Provider's staff or its subsidiary companies).

Workshop as an alternative to System Audit

Instead of a System Audit, the Customer may request a Workshop addressing opportunities for further development of the Customer's Planning System. The Provider shall offer dates for the Workshop within the AUDIT COMMENCEMENT TIME LIMIT, ensuring that the Workshop is conducted within the AUDIT EXECUTION TIME LIMIT.

Also for the preparation of the Workshop, the Provider may ask the Customer for supporting materials and information.

Pricing:

Unless otherwise agreed for a particular case, the Audit shall be charged according to the time consumed and any TRAVEL AND SUBSISTENCE ALLOWANCES.

5.3. System Customization

This chapter is related to chapter "Customization" on page 11, which introduces the concept of Customization.

Customizations are executed based on the relevant Customization Specifications and Customization Agreements. Concluding of the Customization Agreements shall be governed by these General Terms.

The Customization Specification is a summary of all contractually agreed Features that the System is to have as a result of the Customization.

The Customization Specification has no binding form. Thus, it may be a purposely created document (e.g. System Specification or Project Specification) in which the relevant Features are specified and which becomes an integral part of the Implementation Agreement of the Customization Version, or the negotiated Features may be specified in the relevant contractual document by reference at any place of the contractual document, or they may be included in the contract by reference to a uniquely identified physical or electronic document, which thus becomes an integral part of the contractual document.

If Customizations are agreed to be executed under any Contract, then the section of the Contract agreeing the execution is the Customization Version Execution Agreement.

Note: The Customization Version Execution Agreement is thus a common part of the Implementation Agreement (Implementation Customization), and the Customization Version Execution Agreement can also be negotiated as part of the Maintenance (Post-Implementation Customization).

Like any other software, a particular Customization may evolve over time as new requirements for its features emerge. Thus, from time to time a new Version of the Customization Specification may be created to reflect the Customer's current requirements for the features of the Customization. With each new Specification Version on whose execution the Supplier and the Customer have agreed, a corresponding Customization Version is being created.

The parties may proceed with the execution of the Customization version based on an incomplete Customization Specification, or even solely on an oral agreement (the working version of the Customization Specification may also be agreed upon orally, but its final version must later be documented in writing – see further in this

paragraph). The fact that the Customization has been carried out, the properties the System is supposed to have due to the Customization (Customization Specification), and the Price for executing the Customization version will be recorded by the parties (e.g., in a separate protocol, within the minutes of a project meeting, or similar – hereinafter referred to as the Record). In such a case, the Record, which serves as the Agreement on performing the Customization version, may be created after the execution and confirms that the Agreement on performing the Customization version was reached and that the Customization was carried out. The price of the Customization version can be stated in the contractual currency. Instead of the Price, the Record may specify the amount of time consumed (mandays, manhours) – the Price for the Customization version will then be determined by the cost of the consumed time based on the current contractual rates for mandays or manhours. If the Price of the Customization version has not been agreed upon earlier, the Original Price Day of the Customization version will be the date mentioned in the Record; otherwise, it will be the date the Record is drawn up.

If a Customization or a Customization Specification is mentioned without specifying a version, it is assumed to be the last Executed Version of the Customization.

The Execution of Customization is negotiated on the basis of the Specification. The Customer may either submit the Specification or the Customer may contract the Supplier to elaborate the Specification.

The **Execution of the Customization Version** is a service whose purpose is to ensure that the relevant System Release for which the Customization is executed meets the features defined in the relevant Specification Version.

The contractual specification for the Execution of the Customization is the Customization Specification. A Customization is properly executed if the result is not in conflict with the features listed in its Specification.

The execution of anything that is not specified by the Customization Specification (unspecified Implementation Details of the Customization) is left entirely at the discretion of the Supplier.

Note: It is the Customer's responsibility to ensure that the Specification is sufficiently detailed to define all features of the Customization that the Customer considers essential. On the basis of the Specification, the Supplier shall calculate the cost of execution and determine the price for the purposes of the Agreement. It is the Customer's risk that, during the execution of the Customization, additional requirements of the Customer, which were not anticipated in the calculation, emerge.

The Supplier may, at its discretion, be open to and take into account any ongoing wishes of the Customer regarding the implementation details of the Customization, but only to the extent that the budget (the agreed price for the Customization) allows. In this sense, the decision to possibly take into account the Customer's proposed ongoing implementation details is entirely at the Supplier's discretion.

Particularly for larger and more complex Customizations, it may happen that the Specification on the basis of which the Customer ordered the Execution of the Customization Version should be modified to better meet the Customer's needs. Therefore, during the Performance of the Customization Version, it may happen that the Specification will be continuously modified upon the agreement of both parties (and maybe even gradually multiple times). If this happens, then the original Version of the Specification is replaced by a newer Modification of the Specification Version. Modification of the Specification may affect the price and time of the Performance of the Customization Version. The parties' agreement on the Modification of the Specification Version includes an agreement on the price and time of the Performance. Until a new agreement is reached, the original Version of the Specification and the associated conditions of the Performance of the Customization Version shall apply.

A Customization Version is defective if any feature of the System is inconsistent with the Customization Version Specification.

Unless otherwise agreed for a particular case, the Customization Version is deemed to be made Accessible on the Accessibility Day, which is for:

- Implementation Customization

The Day on which, according to the contract arranging the Implementation¹⁷, the System whose features are in accordance with the System Specification is made accessible to the Customer.

- Post-Implementation Customization

- On-Premises

If the model of Provision is On-Premises, then it is the Day of Call for Download Executed Customization Version. The call will be issued at the relevant helpdesk ticket (in the Final Level Response of the ticket) from which the download can also be initiated; together with the issuing, the information about the issuing will be sent by email to the author of the helpdesk ticket and to the other helpdesk users selected as recipients of the helpdesk ticket email notifications. The customer can either install the Customization himself or order it as a additional service.

- Cloud

If the model of Provision is Cloud, then it is the Day of Notification of Executed Customization Version. The Notification will be issued at the relevant helpdesk ticket (in the Final Level Response of the ticket) from which the download can also be initiated; together with the issuing, the information about the issuing will be sent by email to the author of the helpdesk ticket and to the other helpdesk users selected as recipients of the helpdesk ticket email notifications.

Price for Execution of Customization Version shall be agreed in the respective Contract for the Customization Execution.

Any related travel expenses shall be charged separately in accordance with the currently applicable provisions of the Agreement.

The End Customer shall, on the Accessibility Day, automatically acquire the right to use the relevant Customization Version for a fixed term, beginning on the Accessibility Day and expiring on the 30th day following the due date for the Customization Version Execution Price.

By the payment of the Customization Version Execution Price, the End Customer acquires the right to use the Customization Version for the duration of the right to use the Product(s) of the System for which the Customization Version was executed.

If the System Maintenance is not agreed, then the Customization does not become a maintained item of the System.

The relevant Customization is then no longer maintained (i.e., for example, out-of-warranty troubleshooting of Customizations will always be an Additional Maintenance Service priced as defined in the chapter "Price of Additional Maintenance Services" on page 88, and such service may only be provided according to the Supplier's current capacities).

If Maintenance of Systems is not agreed, then the Executed Customization is covered by a 6-month warranty from the Accessibility Day. However, the relevant Customization is then no longer maintained (i.e., for example, out-of-

17 Implementation Agreement or Implementation Support Agreement.

warranty troubleshooting of Customizations will always be an Additional Maintenance Service priced as defined in the chapter "Price of Additional Maintenance Services" on page 88, and such service may only be provided according to the Supplier's current capacities).

If the relevant Software System is subject of maintenance, then the following applies:

- i. Each Customization Version becomes a newly maintained component (subsystem) of the System on the Customization Version Accessibility Day.
- ii. Each Executed Version of a given Customization on Accessibility Day becomes a Maintained Item of the System and automatically enters the Maintenance pricing (as well as other Maintained Items)²⁰. Unless otherwise agreed for a given case, the Basic Price of the Maintained Item is the Price for Execution of Customization Version and the Original Price Day is the day on which the parties agreed the conditions for the Execution of the Customization Version.
- iii. The Annual Maintenance Price of the Maintained Item for Customizations is determined in the same way as for other Maintained Items (see chapter "Yearly Maintenance Price of a Maintained Item" on page 87).
- iv. Basic Maintenance Services (corrections of errors, ...) refer to the Customization version which is part of the Production Installation of the System and/or the last Executed version of that Customization.
- v. On the day the Customization Version becomes a maintained item of the system, the Provider is entitled to the relevant maintenance price. The First Maintenance Period, the first day of which is the day the Customization Version becomes a Maintained Item of the System and the last day of which is the last day of the Standard Maintenance Period. To calculate the price, the article ""Maintenance Price of a Maintained Item for a specific Maintenance Period" on page 88 shall be used further.
- vi. The due day of the Maintenance Price for the first period of the maintained Customization version is the same as the due day agreed in this Agreement for the Additional Maintenance Services (see chapter "Invoicing and Payments of Additional Maintenance Services" on page 91). The Fulfillment Day is the Customization Version Accessibility Day.
- vii. If the Price for Execution of Customization Version ("Basic Price of the Maintained Item") is not known, then it must be agreed by the parties or a specific numerical value of the Annual Maintenance Price of the Maintained Item (Agreed Price) must be agreed, otherwise the Customization cannot become a Maintained Item of the System.
- viii. The End Customer's right to use the Customizations exists independently from the validity of the Maintenance Agreement. Upon termination of Maintenance, the End Customer may continue to operate the Customization under the legal use of the Products which are components of the relevant System. Nevertheless, in case of termination of the Customer's use rights to a Product that is a component of the System for which the Customization was made, the use rights to the System will also be automatically terminated at the same time.

20 The most common reason for a new Customization Version is some functional development of the Customization, typically adding new features to the Customization. Therefore, new Customization Versions are approached with the analogous logic as in the case of extending the usage rights of Products (also when extending use rights, a new Maintained Item is created). If there are exceptional cases for which this logic would not be appropriate, the parties must agree on different pricing when negotiating the conditions for the Execution of Customization Version.

Example: On May 16, 2021 (Original Price Day of Customization Version 01), the Provider and the Customer agreed to perform Customization "ABC" Version 01 at a price of USD 78.200. The Customization Specification was later refined during the execution on June 14, 2021 by the addition of certain features (Modification of the Specification Version), as a result of which the parties agreed to change the performance price to USD 93.700. The Customization was delivered on July 18, 2021.

The Customer first operated the Customization in a Non-Production Installation where it verified the Customization. A few weeks later, the Customization was operated in the Production Installation.

On February 14, 2023 the parties agreed on a execution of a new version 02 of the Customization "ABC", which changes and adds some features of the Customization "ABC". The price of Version 02 of Customization "ABC" was \$6,400 and was not changed during the performance. Version 02 of the Customization was delivered on March 27, 2023.

Starting with the delivery of Version 02, Customization "ABC" has two maintained Items:

Maintained Item	Basic Price	Original Price Day	Accessibility Day
Customization "ABC" Version 01	93.700 USD	June 14, 2021	July 18, 2021
Customization "ABC" Version 02	6.400 USD	February 14, 2023	March 27, 2023

For the duration of any delay in payment of any item that is included in the Customization Version Price, the Provider is not obligated to perform any obligations under this Agreement for the applicable Customization. If the Customization Version Price is not paid even on the 30th day after the due date for payment of the Customization Version Price, then the Provider is not obligated to perform any of its obligations under this Agreement, and the Provider is not liable for any consequences, and all of Customer's obligations under this Agreement remain in force and effective.

5.4. Compliance Evaluation and Refund

The situations, where the Customer is eligible for a Refund according to this Agreement are described in detail in the appropriate subchapters of this document.

Should any Refund eligibility arise, it will be provided to the Customer in the appropriate amount by any of following means based on the Customer's choice:

- Decrease of the charged Maintenance Price in the closest billing

In the closest billing of Basic Maintenance Services, the billed price will be decreased by the amount of the respective Refund.

- A Penalizing invoice in the amount of the respective Refund

The Customer issues a penalizing invoice in the amount of the respective Refund.

If the Customer doesn't inform in writing of which of the above listed ways the Refund is to be performed, then Decreasing the charged Maintenance Price in the closest billing will be used.

5.4.1. Error Correction Compliance Evaluation and Refunds

If Error Corrections with Guaranteed Times are agreed in the Software Maintenance Specification of this Agreement (YES in the line GUARANTEED TIMES_{EC}) then the provisions of this chapter and its subchapters will apply.

In Error Corrections with Guaranteed Times parameters for indication of the Target Dates of the Deliveries are set. Even though the Provider often achieves even much shorter response times than the ones set by the Time Limits, in some cases the Error Correction may be more time demanding and the Time Limits may be exceeded in these cases.

The method of Error Correction Compliance Evaluation is based on the principle that the obligations regarding Error Correction are properly fulfilled by the Provider as long as the sum of Delays does not outweigh the sum of Earliness of Deliveries. The method also takes the Criticality of each Error Report into account in such a way that the cases with higher Criticality have a greater weight in Evaluation (have a greater impact on the Evaluation result).

5.4.1.1. Frequency and Scope of the Evaluation

The Error Correction Compliance Evaluation is performed for the Evaluation Period_{EC} as of the Evaluation Reference Day_{EC} and includes Error Reports for all Maintained Software.

The Evaluated Period_{EC} is a period of one year immediately preceding the Evaluation Reference Day_{EC} if not agreed otherwise for a specific case by the Agreement (see e.g. "Exceptional Situations in Error Correction Compliance Evaluation" on page 83).

Evaluation Reference Day_{EC} is STANDARD MAINTENANCE PERIOD LAST DAY.

The results of the Evaluation are automatically available to the Customer in the Helpdesk account.

Even during the Evaluation Period_{EC}, the Customer has the possibility to monitor the ongoing progress of the fulfilment of the Obligations for Error Corrections in the Helpdesk account.

When considering Earliness and Delays of Deliveries in Error Corrections, we always talk about Earliness or Delays in individual partial Error Report Deliverables (of First, Second or Final Level Response), because that is the level where the TIME LIMITS_{EC} are set.

The Deliverables to be included in an Error Correction Compliance Evaluation must comply with all of the following:

- they are Deliverables of Error Reports to which GUARANTEED TIMES_{EC} apply (see "Error Corrections with Guaranteed Times" on page 66)
- they are Deliverables of Error Reports which have not been the subject of a previous Error Correction Refund

- they are partial Deliverables whose Target Dates of Delivery lie within the Evaluated Period_{EC}
 - for the avoidance of any doubt, a Target Date of a Delivery, which has been already provided, is not postponed or otherwise influenced by any later circumstances (like due to a lack of Error Correction Services Eligibility)
- they are Deliverables of Error Reports which are not Cancelled

Out of the Deliverables listed above, the following Error Reports are eligible for Evaluation:

- all Error Reports Delivered Early or delivered on time
- all Delayed Error Reports excluding those Error Reports, where on the Evaluation Reference Day_{EC} it applies that the reported problem is classified as Non Error, Customer’s Responsibility Error or Shared Responsibility Error, i.e. in the cases when the Provider is not the only responsible Party (see "Error Reports where Error Correction Eligibility Is Not Met" on page 62).

In Error Reports with Invalid Criticality Level upon Submission (e.g. higher than allowed in the given Maintained Software Installation) the Target Dates of the Corrected Criticality Level are considered (Helpdesk is developed in such a way that it should, if possible, automatically prevent such Submission, but it cannot be guaranteed that it will be able to prevent all possible Errors in Error Report Submission).

5.4.1.2. Error Correction Compliance Evaluation

As mentioned before, the method of Error Correction Compliance Evaluation is based on the principle that the obligations regarding Error Correction are properly fulfilled by the Provider as long as the sum of Delays does not outweigh the sum of Earliness of Deliveries. The method also takes the Criticality of each Error Report into account.

In Error Corrections with Guaranteed Times parameters for indication of the Target Dates of the Deliveries are set. Even though the Provider often achieves even much shorter response times than the ones set by the Time Limits, in some cases the Error Correction may be more time demanding and the Time Limits may be exceeded.

The Error Correction Compliance Evaluation is performed on a set of Deliverables what are eligible for this Evaluation. The procedure for Evaluation is described in the following subchapters.

5.4.1.2.1. Earliness and Delay of Delivery

Actually Consumed Time_{EC} is the time from the delivery of the Error Report until the Delivery of the respective partial Deliverable, from which the period is deducted which isn’t included in the time for Delivery according to this Agreement (e.g. based on availability, waiting for Cooperation, ...) ²¹.

TIME LIMIT_{EC} is the time agreed for the specific partial Delivery in the Software Maintenance Specification. Practically in every partial Delivery a deviation of Actually Consumed Time against the TIME LIMIT_{EC} is to be expected. The quantity of such Deviation is defined as:

$$\text{Deviation}_{EC} [\text{time}] = | \text{TIME LIMIT}_{EC} [\text{time}] - \text{Actually Consumed Time} [\text{time}] |$$

21 In Evaluating Deviations any time intervals interrupting the measurement of the respective Time Limit do not count (they aren’t considered a part of Earliness or Delay).

Thus, the Deviation is an absolute value of the difference between TIME LIMIT_{EC} of Delivery and the Actually Consumed Time.

This Deviation is referred to as:

- a. **Earliness_{EC}** if $\text{Actually Consumed Time}_{EC} < \text{TIME LIMIT}_{EC}$
- b. **Delay_{EC}** if $\text{Actually Consumed Time}_{EC} > \text{TIME LIMIT}_{EC}$

5.4.1.2.2. Relative Deviation_{EC}

Relative Deviation (Earliness or Delay) will be used for the purposes of Evaluation. Relative Deviation allows us to express the weight of any Earliness or Delay in relation to the length of any TIME LIMIT_{EC} for Delivery.

First, we state the formula for determining the so called Uncorrected Relative Deviation, which analogously with absolute Deviation will either be a Relative Earliness or Relative Delay:

$$\text{Uncorrected Relative Earliness}_{EC} [\%] = \text{Earliness}_{EC} [\text{time}] / \text{TIME LIMIT}_{EC} [\text{time}]$$

$$\text{Uncorrected Relative Delay}_{EC} [\%] = \text{Delay}_{EC} [\text{time}] / \text{TIME LIMIT}_{EC} [\text{time}]$$

The Uncorrected Relative Deviation_{EC}, however, does not yet take into account the Criticality or the Delivery Weight of the relevant partial Delivery. To obtain the Relative Deviation_{EC} so that both of these aspects are taken into account, we must multiply the Uncorrected Relative Deviation_{EC} by the relevant Correction Coefficient_{EC}, which is determined by the contractually binding values of the COEFFICIENT OF CRITICALITY and the DELIVERY WEIGHT:

$$\text{Relative Earliness}_{EC} [\%] = \text{Uncorrected Relative Earliness}_{EC} [\%] * \text{Correction Coefficient}_{EC} [\%]$$

$$\text{Relative Delay}_{EC} [\%] = \text{Uncorrected Relative Delay}_{EC} [\%] * \text{Correction Coefficient}_{EC} [\%]$$

Where: **Correction Coefficient_{EC} [%]** = **COEFFICIENT OF CRITICALITY [%]** * **DELIVERY WEIGHT [%]**

The Relative Deviation will of course again be either Relative Earliness or Relative Delay.

The values for the DELIVERY WEIGHTS are as follows:

DELIVERY WEIGHTS	First Level Response	Second Level Response	Final Level Response
	10%	50%	40%

5.4.1.2.3. Average Relative Deviation_{EC} and Degree of Error Correction Non-Compliance

The evaluation proceeds by finding the value of the Cumulated Deviation_{EC}. It is calculated according to the following formula:

$$\text{Cumulated Deviation}_{EC} [\%] = \Sigma \text{Relative Earliness}_{EC} [\%] - \Sigma \text{Relative Delay}_{EC} [\%]$$

Based on the resulting value of the Cumulated Deviation_{EC}, it can already be seen whether the Provider has fulfilled its obligations (non-negative value) or not (negative value).

However, the Cumulative Deviation does not yet provide information on the extent to which obligations to error corrections with guaranteed times are met or not met. This information is provided only by the **Average Relative Deviation_{EC}**:

$$\text{Average Relative Deviation}_{EC} = \text{Cumulated Deviation}_{EC} [\%] / \Sigma \text{Correction Coefficient}_{EC} [\%]$$

Average Relative Deviation_{EC} reflects the degree to which the Provider has or has not met its obligations regarding error corrections with guaranteed times.

If the calculated value of Average Relative Deviation_{EC}:

- a. non-negative,
it is a confirmation that the Provider fulfilled its obligations regarding TIME LIMITS_{EC} agreed for Error Correction.

The result reflects the extent to which the Provider has met its obligations regarding error correction guaranteed times. It is a relative value within the interval (0%; 100%). We refer to the Average Relative Timeliness of Compliance_{EC}. The more the result differs from 0, the better the Provider did at fulfilling its obligations.

Note: If the Provider had used exactly all the time contractually available to correct the error, then the relative timeliness would have been = 0% (i.e., none). If, on the other hand, it responded immediately (which is logically impossible in practice), then the relative timeliness would be = 100%.

In this case the **Degree of Non-Compliance_{EC} [%] = 0**

- b. negative,
it means that the Provider failed to fulfill its obligations regarding TIME LIMITS_{EC} agreed for Error Correction.

The result reflects the level of non-compliance. We talk about Average Relative Default with Compliance_{EC}. The more the result differs from 0, the worse the Provider did at fulfilling its obligations.

In this case the **Degree of Non-Compliance_{EC} [%]** is non-zero and will be determined in the following way as the smaller of the following two numbers:

$$a = | \text{Cumulated Relative Deviation}_{EC} [\%] |$$

$$b = 100\%$$

The maximum value of the Degree of Non-Compliance_{EC} can therefore be 100%.

As is apparent from the following chapter, the amount of Refund in such a case reaches the maximum possible value, i.e. the agreed percentage ERROR CORRECTION REFUND RATE of the Maintenance Price for the Evaluated Period_{EC}.

5.4.1.2.4. Error Correction Non-Compliance Refund

If the calculated value of Degree of Non-Compliance_{EC} is non-zero (the Provider failed to fulfill its obligations regarding Time Limits agreed for Error Correction), then its value represents the degree of non-compliance. Therefore, this value can already be the basis for the calculation of the Error Correction Non-Compliance Refund.

The amount of this Refund will be proportional to the degree of non-compliance, therefore the Error Correction Refund will be calculated as follows:

$$\text{Refund}_{EC} = \text{Degree of Non-Compliance}_{EC} * \text{ERROR CORRECTIONS REFUND RATE} * \Sigma \text{ Maintenance Price of a Maintained Item for the Evaluated Period}_{EC}$$

The Maintenance Price of a Maintained Item for a specific Evaluated Period_{EC} is calculated as follows:

$$\text{Maintenance Price of a Maintained Item for an Evaluated Period}_{EC} [\text{Agreed Currency}] = (\text{Yearly Maintenance Price of the Maintained Item} [\text{Agreed Currency}] / \text{Number of Days of the Year}) * \text{Number of Days of the Evaluated Period}_{EC}$$

where "Number of Days in a Year" is number of days in the year in which the Evaluated Period_{EC} begins.

Unless otherwise agreed in the specification, then MINIMUM NUMBER OF DELIVERABLES_{EC} = 30.

5.4.1.3. Exceptional Situations in Error Correction Compliance Evaluation

The Error Correction Compliance Evaluation assumes it will be performed over a statistically significant sample of cases (will be based on assessing some amount of representative data within the Evaluated Period_{EC}). If the amount of data is statistically insignificant (low), the Evaluation results may not be sufficiently usable/objective. Therefore, a MINIMUM NUMBER OF DELIVERIES_{EC} is established in the Software Maintenance Specification.

In the situation where the number of Evaluated Partial Deliveries for the Evaluated Period_{EC} would be less than the MINIMUM NUMBER OF DELIVERIES_{EC}, or the duration of the Evaluated Period_{EC} would be less than one year, or the Customer is more than 14 days late in paying the Maintenance Price for the current Maintenance Period, the Provider has the right to decide whether the compliance evaluation for such Evaluated Period_{EC} will be provided. If it is decided that no compliance evaluation will be provided for that Evaluated Period_{EC}, then the relevant partial deliveries will be included in the compliance evaluation of the following Evaluated Period_{EC}.

Unless otherwise agreed in the specification, then MINIMUM NUMBER OF DELIVERABLES_{EC} = 30.

5.4.2. System Audit Compliance Evaluation

If an Annual Audit is arranged in the Software Maintenance Specification of this Agreement (YES in the line ANNUAL AUDIT), then the terms set forth in this chapter will apply.

System Audit Compliance Evaluation is performed upon the Customer's Request. The Request has to be Submitted no later than 6 months after a previous System Audit report is delivered. The Evaluation will be performed as follows:

Actually Consumed Time_{AU} is the time from the delivery of the System Audit Request until the Delivery of the respective Deliverable.

$$\text{Time Limit}_{AU} = \text{AUDIT COMMENCEMENT TIME LIMIT} + \text{AUDIT EXECUTION TIME LIMIT}$$

Analogously to the case of Error Reports the Deviation will be calculated:

$$\text{Deviation}_{AU} [\text{time}] = | \text{TIME LIMIT}_{AU} [\text{time}] - \text{Actually Consumed Time} [\text{time}] |$$

The Deviation therefore is the absolute value of the difference between TIME LIMIT of the Delivery and the Actually Consumed Time.

This Deviation is referred to as:

- a. **Earliness_{AU}** if Actually Consumed Time_{AU} < Time Limit_{AU}
- b. **Delay_{AU}** if Actually Consumed Time_{AU} > Time Limit_{AU}

If an Earliness of Deliverable or Deliverable on time occurs (zero Deviation), it is a confirmation that the Provider is properly fulfilling its obligations.

In the event of a Delay, the Provider shall be considered to have failed to fulfill its obligations. The amount of Refund shall then be determined in accordance with the provisions set forth later in this Chapter.

Determining the Degree of Non-Compliance for the System Audit (Degree of Non-Compliance_{AU}) is done as follows:

If **Delay_{AU} > Time Limit_{AU}**

then **Degree of Non-Compliance_{AU} = 1**

Otherwise the Degree of Non-Compliance for the System Audit is determined as follows:

$$\text{Degree of Non-Compliance}_{AU} = \text{Delay}_{AU} / \text{TIME LIMIT}_{AU}$$

The amount of Refund for TIME LIMIT_{AU} non-compliance for the System Audit will be determined as follows:

$$\text{Refund}_{AU} = \text{Degree of Non-Compliance}_{AU} * \text{SYSTEM AUDIT REFUND RATE} * \text{AUDITED SOFTWARE Maintenance Price}$$

The respective Audited Software Maintenance Price is the price for Basic Maintenance Services of the given Audited Software (i.e. Software that had been used productionally during the Audited yearly period), which the Customer paid for the Maintenance Period pertaining to the Day of System Audit Request delivery to the Provider.

5.5. Forms of Routine Communication between the Provider and the Customer

The communication between Parties during performance of Maintenance according to this Agreement is considered routine communication. Messages the Parties can exchange within routine communication can be any Notices, Submissions, Requirements or requests and related reactions, Delivery or information about it, replies, notifications and other. Messages are conveyed as follows:

- a. Messages of routine communication are conveyed in the way described in chapter "Services provided upon Request and Request Communication" on page 38.
- b. Routine communication messages, for which the method of submission is not specified in the Chapter "Services provided upon Request and Request Communication" on page 38, may be submitted to the relevant SUPPORT ADDRESS, provided that such submission is not facilitated through the Helpdesk.

The provisions above do not impact in any way the contractually agreed means of mutual document delivery in the cases other than routine communication.

5.6. Maintenance Eligibility of Software Items

A Software Item becomes Maintained as soon as the Maintenance Period of its first Maintained Item begins (see "Maintained Items" on page 47). The Software Item ceases to be Maintained only due to Software Item Maintenance Termination or due to Termination (see "Software Item Maintenance Termination" on page 54) of the Maintenance Agreement itself.

The Provider is obliged to provide Maintenance Services in relation to a Maintained Software Item according to this Agreement only if the Customer is Eligible for Maintenance of given Software, which means that all of following are met:

- the Customer has use rights or the right to access the Maintained Software Item
- the Customer is not in breach of any restrictions on the use of the relevant Maintained Software Item or contractual obligation (under the License Agreement of the Maintained Software or the Agreement Related to the Maintained System)
- no Unpermitted Modification has been performed in the Maintained Software Item (see "Maintained Software Modification Permission and Instruction" on page 23)
- in the case of a Product: Maintenance hasn't been terminated in the given Product Release as per chapter "Old Releases Service Eligibility" below
- no contractual obligation of the Customer towards the Provider according to this Agreement or any Entrance Agreement has been breached
- all Maintained Items Related to the Maintained Software Item are Maintained (i.e. each of them is covered by a valid Maintenance Period)

The risk of maintaining Maintenance Eligibility is a sole risk of the Customer. The Customer is therefore not eligible for any compensations for a period when he isn't Eligible for Maintenance of a Software Item.

5.6.1. Old Releases Service Eligibility

With respect to Maintained Items, the Customer is entitled to the relevant Services even if the Release of such Maintained Items is of an earlier release date. However, for each month in which a Maintained Item happens to be an OLD SOFTWARE RELEASE, the Provider shall be entitled to a SERVICE SURCHARGE for the OLD SOFTWARE RELEASE (also referred to in this section as a Surcharge). The Surcharge is 2.7% of the current Standard Maintenance Period Price. OLD SOFTWARE RELEASE means a Software Release or a Product Release that is a component of the Software that was released for distribution more than 48 months ago.

The decision regarding when to invoice any previously unbilled Surcharges shall be at the sole discretion of the Provider, who shall take into consideration the efficiency and accuracy of its reporting. If there has been an Automated Renewal of the Maintenance and there are still unsettled Surcharges from the past, the Provider may settle the unsettled Surcharges together with the invoicing of the new Maintenance Period.

MAXIMUM SOFTWARE RELEASE MAINTENANCE DURATION specifies a time period of 96 months from the day on which the Basic Release of the relevant Software, or the Basic Release of the Product that is a component of the Software, is released for distribution. After the expiration of this period, the continuation of Services to the Software is only possible upon individual agreement. If no such agreement exists, there is a risk that the Provider will refuse further Automated Renewal of Maintenance.

The limits in the preceding paragraphs apply only to Software whose Vendor is LOGIS. For any Products of other Vendors than LOGIS the MAXIMUM SOFTWARE RELEASE MAINTENANCE DURATION is not set in these General Terms – the duration of the period during which the Vendors of third party Products will provide any Maintenance services to their Products is individual and if there are to be any guarantees agreed regarding any such product for the duration of period in which the Vendor provides any Maintenance, it is necessary to contractually agree on this individually for each such third party Product.

For calculations related to determining OLD PRODUCT RELEASES the Day of Product Release relevant to each Basic Product Release is used.

6. Prices and Payments

This chapter describes topics related to Pricing and Payments.

Any prices agreed upon or determined under this Agreement do not include any sales, ownership, use, transfer, VAT, or added taxes, or any other taxes related to this Agreement. The Customer agrees to pay all taxes associated with the payment of the price, such as value-added tax or any other similar taxes arising from applicable laws, with the exception of the Provider's income tax.

6.1. Basic Maintenance Price (Price for Maintenance Period)

The Basic Maintenance Price is always related to the Maintained Item(s) (see "Maintained Items" on page 47) of a specific Maintenance Period), for which the contractually agreed obligations of the Parties regarding the Basic Maintenance Services (see "Maintenance Services" on page 58) and respective Maintained Items apply.

Note: Because only the Basic Maintenance Services Price (not any other) is agreed regarding any Maintenance Period, it is possible in the case of any Basic Maintenance Services Price for any Maintenance Period to omit the words "Basic" and "Services", because these are always the cases of Basic Maintenance Services. Thusly shortened wording will be used henceforward in this text in the interest of simplifying the entry and maintaining orientation.

Maintenance Periods may acquire various lengths (e.g. Standard Maintenance Periods vs. Transitional Maintenance Period etc.). As the basis for determining the Maintenance Price of a Maintained Item for periods of different lengths, the Yearly Maintenance Price of a Maintained Item is specified for the purposes of this Agreement.

6.1.1. Yearly Maintenance Price of a Maintained Item

The **Yearly Maintenance Price** of a Maintained Item is a unit used to describe the Maintenance Price of a Maintained Item **for a specific Maintenance Period**. The Yearly Maintenance Price is the Price a Customer would pay for the Basic Maintenance Services of a Maintained Item in a Maintenance Period that is one Year long.

The Yearly Maintenance Price of the Maintained Item will be calculated in the following way:

$$\text{Yearly Maintenance Price of Maintained Item [Agreed Currency]} = \text{Maintained Item's Basic Price [Agreed Currency]} * \text{MAINTENANCE RATE [\%]}$$

However, the Yearly Maintenance Price of a Maintained Item may be agreed in a Entrance Document as a specific numeric value (Agreed Price). In such case the above calculation does not apply, the Agreed Price is used.

6.1.2. Maintenance Price of a Maintained Item for a specific Maintenance Period

Maintenance Periods may have a different length than a year (typically this applies to Transitional Maintenance Periods).

If the Maintenance Price of a Maintained Item for a specific Maintenance Period is not individually contractually agreed for such period (see "A one-time agreement regarding the Maintenance Price of Maintained Item for a specific Maintenance Period" below), then the Maintenance Price of a Maintained Item for a specific Maintenance Period is determined in the following way:

The Maintenance Price of a Maintained Item for a specific Maintenance Period will be determined proportionally based on the Yearly Maintenance Price and the number of days of the given Maintenance Period.

$$\text{Maintenance Price of a Maintained Item for a specific Maintenance Period [Agreed Currency]} = \frac{\text{Yearly Maintenance Price of the Maintained Item [Agreed Currency]} / \text{Number of Days of the Year}}{\text{Number of Days of the Maintenance Period}}$$

Note: The number of days of the year that the first day of the given Maintenance Period belongs to will be used as Number of Days of the Year.

In the case when the Parties agreed on a Maintenance period the duration of which is an integer multiple of years, the formula above will not be used and instead this formula will apply:

$$\text{Maintenance Price of a Maintained Item for a specific Maintenance Period [Agreed Currency]} = \frac{\text{Yearly Maintenance Price of the Maintained Item [Agreed Currency]}}{\text{Number of Years of Maintenance Period}}$$

6.1.3. A one-time agreement regarding the Maintenance Price of Maintained Item for a specific Maintenance Period

Besides the above-stated, the Parties may make a one-time agreement about the price of Maintenance of a specific Maintained Item and a specific Maintenance Period. Such a Price agreement would take precedence over the calculations according to the chapters "Yearly Maintenance Price of a Maintained Item" on the previous page and "Maintenance Price of a Maintained Item for a specific Maintenance Period" above in billing for the Basic Maintenance Services for such a specific Maintenance Period and the respective Software Item.

6.2. Price of Additional Maintenance Services

Price of Additional Maintenance Services (Additional Services) is set by one of following ways:

a. **A one-time agreement for the given specific case (Request)**

If the Parties agree in advance on a special price or pricing for the specific case, then this one-time agreement will be used in billing for the respective Services.

b. **According to time and expenses**

If the Provider provides Additional Maintenance Services in accordance with this Agreement based on the Customer's initiative in any other way than the previous item a), then the Provider is entitled to bill the Additional Services price according to time consumption and expenses.

To calculate the Price based on time consumption and expenses the Price is determined based on the agreed or reported Man Hours (the Consumed Amount of Man Hours) according to the Man Hour Rate (see Software Maintenance Specification). In calculating the Price all the provisions of this Agreement will apply that relate to the specific situation (TRAVEL AND LIVING EXPENSES, reduction or increase of Rate, Price Correction Due to Changes of Buying Power of Agreed Currency, ...).

$$\text{Price of Request Fulfillment} = \text{Consumed Amount of Man Hours} * \text{Respective Man Hour Rate [Agreed Currency]}$$

This price does not include TRAVEL AND LIVING EXPENSES, the price of which will be either added to the Price of Request Fulfillment or billed as a separate invoice item.

The Man Hour Rate is the price for one commenced Man Hour provided by the Provider to the Customer. If there is no Man Hour Rate specifically agreed for a specific Request, then the Man Hour Rate will be calculated according to the Coefficient of Criticality that corresponds with the Criticality of the respective Request:

$$\text{Respective Man Hour Rate} = \text{BASIC MAN HOUR RATE [AGREED CURRENCY]} * \text{COEFFICIENT OF CRITICALITY}$$

If there is no Criticality assigned to the specific Request according to this Agreement, the Low Coefficient of Criticality is used.

Expenses based on other than Agreed Currency will be converted to the Agreed Currency using the exchange rate of the Czech National Bank valid on the day of the invoice.

6.3. Payments

Payments shall be made by bank transfer based on an invoice issued in accordance with the terms of the Agreement. If the Customer's tax domicile is in the Czech Republic, the payment amount shall consist of the price plus VAT.

Payment is deemed made when the full amount is credited to the Provider's account specified on the invoice. Payment is considered overdue starting from the due date if it has not been completed by that time.

If the invoice lacks the required details, contains incorrect information, or was issued contrary to the Agreement, the Customer is entitled to return the invoice to the Provider without being in default of payment. Any refusal to pay the invoice, whether in full or in part and for any of the reasons stated above, must be communicated in writing by the Customer, specifying the reasons, no later than the due date stated on the invoice. Otherwise, the Customer is obligated to make the payment, with any discrepancies to be resolved subsequently.

If the Customer delays payment, the Provider is entitled to charge interest on the overdue amount at a rate of 0.05% per day of delay. The Customer agrees to pay the invoiced interest within 30 days of receiving such an invoice. In the event of a delay in paying the interest on overdue payments, the Provider is entitled to charge a contractual penalty of 0.05% per day of delay on the overdue amount. If the delay exceeds 30 days, the

obligations of the Provider defined in this Agreement are suspended without any entitlement to compensation for the consequences of such suspension.

Upon invoicing, Price Correction is applied in those Price items that are subject to Price Correction Due to Changes of Buying Power of Agreed Currency (see "Price Correction Due to Changes of Buying Power of Agreed Currency" on page 93).

6.3.1. Invoicing and Payments of Basic Maintenance Services

Unless contractually agreed otherwise for the specific case, the Provider is entitled to invoice Basic Maintenance Services for the respective Maintained Item and the given Maintenance Period from the moment when Basic Maintenance Services for a Maintained Item for given Maintenance Period are contractually binding agreed (for example beginning with the Effective Day of the respective contract or by the Day of Activation of Maintenance Period in case of Automatic Renewal).

Some businesses may find it useful for their internal invoice processing that the supplier provides a purchase order number on the invoice (PO#). Therefore, for the cases of Automatic Renewal of the Maintenance Period (see "Automated Renewal of Maintenance Periods" on page 54) following is agreed. If "Yes" is agreed in the parameter CALL FOR NEW MAINTENANCE PERIOD PURCHASE ORDER NUMBER in the Specification, then the Provider, once the Automated Renewal has occurred, notifies the other party via Helpdesk that it will postpone the issuance of the invoice for the new maintenance period by 30 calendar days. If the Provider receives the PO# for the new maintenance period during these 30 days, then its number will be stated on the invoice. If the Provider does not receive the PO#, it will issue an invoice on which the number (ID) of the relevant Specification will be indicated for identification purposes. The PO# delivered later is not taken into account – if the PO# was not delivered or was not delivered on time and the invoice therefore does not contain the PO#, this has no effect on the obligation to pay the invoice on time and in full. Whether or not a purchase order has been placed has no effect on the validity of the parties' obligations regarding the relevant maintenance period. It is also expressly agreed that any delivery or other conditions that may be stated in the purchase order, or to which the purchase order may refer, will not be valid, regardless of whether the Provider confirmed the order or used it in invoicing.

Unless contractually agreed otherwise in a specific case, the Due Day of invoices for Basic Maintenance Services is the first day of the relevant Maintenance Period.

If, after an invoice for the new maintenance period has already been issued, a new item is added among the previously Maintained Items and the maintenance of such an item was not included in the already issued invoice for the new maintenance period, the Provider will issue an invoice for the maintenance price of the new Maintained Item for the new maintenance period. The due date for such an invoice will either be the first day of the new period or the due date applicable under this agreement for Additional Maintenance Services, whichever occurs later. If this situation applies to more than one Maintained Item, the Provider may include the maintenance prices for these items in a single invoice for the new period.

Concerning the Due Day of invoices for Basic Maintenance Services of the first contracted Maintenance Period, it is agreed that unless the first day of the relevant Maintenance Period is at least 30 days after the Validity Day of the relevant agreement, the invoice is due on the 30th day after the Validity Day of the agreement, otherwise it is due on the 1st day of the first contracted Maintenance Period. The Provider may issue an invoice for the first Maintenance Period starting from the date of validity of the agreement. If, in a particular case, "Yes" to the parameter CALL FOR PURCHASE ORDER NUMBER FOR NEW PERIOD is agreed in the Specification, the Provider

will postpone invoicing by not issuing an invoice until the 14th day after the Validity Day of the agreement. If the Provider has a PO# for the first Maintenance Period at the time of invoicing from Customer, then LOGIS will include the PO# on the invoice. If the Provider does not have a Purchase Order number then LOGIS will issue an invoice with the relevant Maintenance Specification identification for identification purposes.

The billing of the Maintenance Prices for the Maintenance Items relevant to the same Software Maintenance Specification and for the same Maintenance Period will be collected in one invoice.

6.3.2. Invoicing and Payments of Additional Maintenance Services

If any Additional Maintenance Services were provided during a calendar month, the Provider has the right to invoice for those Services upon the expiration of that month.

The due date of invoices is agreed to be the thirtieth day from the date of issuance. The invoice must be delivered to the Customer at least 15 (fifteen) calendar days prior to the due date; otherwise, the invoice due date is automatically changed to the 15th day after its delivery.

If services are provided in fulfillment of a Request to modify the maintained software, or other work that is aimed at achieving a specific result, and the relevant work continues into the following month or months, the Provider may, at its discretion, decide to invoice the relevant services gradually or upon full completion of the Request. How the Provider decides to proceed in such cases is exclusively the Provider's responsibility. Among other things, the Provider must take into account the efficiency and accuracy of its reporting (e.g., when providing services over the turn of the year).

The Provider shall determine the applicable price for each not yet charged Request for which it has provided Additional Services in accordance with the provisions of this Agreement. The Provider will also quantify the hitherto unpaid amount of possible TRAVEL AND LIVING EXPENSES related to the provision of Additional Maintenance Services.

Unless otherwise agreed in a specific case, the Invoice Due Day is the 30th day after the date of issue of the invoice.

Some businesses may find it useful for their internal processing of invoices if the Supplier includes the Customer's Purchase Order Number (PO#) on the invoice. If the Customer wishes the Provider to include a PO# on the invoice, it is the Customer's responsibility to provide the Provider with the appropriate PO# prior to invoicing for Additional Services Maintenance. The Provider has no obligation to remind Customer that it will be issuing an invoice and that it has not yet received a PO#. If the Provider does not receive the relevant PO# in due time prior to issuing the invoice, the Provider will issue an invoice on which the relevant Software Maintenance Specification number (ID) will be indicated for identification purposes. PO# delivered later shall be disregarded - if the PO# has not been delivered or has not been delivered on time and the invoice therefore does not contain the PO#, this does not affect the Customer's obligation to pay the invoice on time and in full. Whether or not the PO# has been delivered to the Provider has no impact on the validity of the obligations to pay for the Additional Maintenance Services. It is also expressly agreed that any delivery or other terms and conditions, if any, contained in the purchase order for the Additional Maintenance Services, or referenced in the purchase order, if any, shall not be valid, regardless of whether the Provider confirmed the purchase order or used the PO# in invoicing.

During the period of Customer's delay in payment of invoices for Additional Services (including delay in invoices from any prior Maintenance Periods), the Provider's obligations for any agreed Error Corrections with Guaranteed

Times are suspended (response time measurements are suspended).

6.3.2.1. Chargeable Services Arising from Error Reports

In relation to Error Correction Services situations may arise which are regarded as an order of Additional Maintenance Services (see "Error Reports where Error Correction Eligibility Is Not Met" on page 62).

Although such situations are not expected to occur frequently, they may, in certain cases, nonetheless represent a considerable burden on the Provider's capacities. The situation is even more perceptible in the case of Error Corrections with Guaranteed Times.

The Man Hours to be charged in such situations are Man Hours reported by the Provider under the Special Error Reporting Processing Agreement ("Special Error Report Processing Agreement" on page 64).

The Man Hour Rate is calculated using the COEFFICIENT OF CRITICALITY of the respective Error Report (see the calculation of Man Hour Rate in chapter "Additional Maintenance Services" on page 70).

6.3.3. Invoice Delivery Instructions

Unless the Invoice Delivery Arrangement is specifically agreed in the Agreement (e.g. in the Specification as INVOICE DELIVERY INSTRUCTIONS), the Provider will send invoices to the Customer's data box in the case of Customers from the Czech Republic, and by post to the Customer's address specified in the header of this Agreement in the case of Customers with tax domicile outside the Czech Republic.

If an Invoice Delivery Arrangement is agreed in the Agreement, such arrangement will be recorded on the Helpdesk without unnecessary delay after the Agreement becomes effective.

The INVOICE DELIVERY INSTRUCTIONS may include instructions on information that should be included on the invoice in order for the Customer to process the invoice efficiently (e.g. the name of the responsible person who will confirm the accuracy of the invoice with the Customer when processing the invoice, etc.). Such information will be indicated by the Provider if known to the Provider.

The Customer can change the INVOICE DELIVERY INSTRUCTIONS in the Helpdesk by a user with this change right.

However, the Customer must take into account that the new instructions may not be taken into account by the Provider before the expiry of the period of 21 days following the change.

The Customer bears the risk of updating the INVOICE DELIVERY INSTRUCTIONS and the risk of the timely delivery of the information that must be provided to the Provider in order for the Provider to issue the invoice in accordance with the instructions (e.g. order number).

If the Provider sends an invoice in accordance with this Agreement and it appears that the invoice has not yet been paid on the due date, and the Customer even after the due date and upon the Provider's request within 14 days fails to confirm in writing that it records the invoice as its valid obligation after the due date and the invoice is not paid no later than 30 days from the due date, then unless otherwise agreed by the parties, the Provider has the right to suspend the provision of any services under this Agreement.

6.3.4. Other Payment Terms

Other Terms of Payments are or may be addressed elsewhere in this Agreement.

6.3.5. Price Correction Due to Changes of Buying Power of Agreed Currency

Due to the assumption of a long term duration of the Maintenance Agreement Changes in Buying Power of Agreed Currency need to be reflected. For that purpose a method of Price Correction Due to Changes of Buying Power (Price Correction) is introduced in this Agreement.

The purpose of Price Correction upon invoice is to correct a Price so that the Invoice Price has the same buying power as the Original Price (i.e. the price set in the Entrance Document or determined based on the Entrance Document) had on the Original Price Day.

The Price Correction is performed upon invoice of those Prices that are Subject to Price Correction.

6.3.5.1. Prices Subject to Correction

The Prices that are Subject to the Price Correction are following:

- **Prices determining the Basic Maintenance Price**

These are the **Basic Price** and the **Yearly Maintenance Price** of a Maintained Item, depending on which one was agreed for the Maintenance Period that is being invoiced.

- **Other Prices**

These stand for any other Prices specified in this Agreement or in Entrance Agreements (including Prices related to Additional Maintenance Services such as Man Hour Rates), except for Prices agreed as one-time for a specific Request or Prices that are not subject to Price Correction.

The Prices that are not subject to Price Correction as described later in these General Terms (see "Method of Price Correction" on the next page) are specific price items which are set by the competent state authorities (including for example binding regulations concerning TRAVEL AND LIVING EXPENSES), ie where corrections are made by the competent state authority.

In cases where the relevant regulation specifies the price or compensation for a specific instance as a range of values (Value-From and Value-To), the midpoint of the range shall be applied, i.e.:

$$(Value-From + Value-To) / 2$$

The price correction does not naturally apply even in the case of maintained items where the original price is zero. In such cases:

- the values of the parameters Currently Corrected Price, Reference BPCCI, Invoice BPCCI, which are defined further in the chapter "Method of Price Correction" on the next page, are not defined.
- The Invoice Price is formally set to 0.

The Prices above are all referred to as **Prices** in this section.

6.3.5.2. Method of Price Correction

Certain terms are used in this chapter which are not further defined in the text in order to maintain the context. Such terms and their definitions are listed at the end of this chapter.

For the purposes of inflation Compensation (and also possible deflation), we define the Buying Power Change Compensation Index (BPCCI). The aim of Price Correction upon invoice is to correct a Price so that the Invoice Price represents an amount of money that has the same buying power as the amount of money represented by the Original Price on the Original Price Day.

The meaning of BPCCI is following: if a given Price (amount of money in Agreed Currency) which relates to point A in time, is multiplied by the value of $BPCCI_{(A; B)}$, the result is the amount of money, which has the same buying power in point B in time, that the amount of money represented by the Original Price had in time A.

Based on this we define:

$$\textbf{Specific Time BPCCI} = \textbf{BPCCI}_{(\textit{Original Price Time; Specific Time})}$$

Specific Time BPCCI expresses, by how much the Original Price has to be multiplied at a Specific Time in order to achieve the same buying power as it had on the Original Price Time. The way of determining the Specific Time BPCCI is set by the METHOD OF DETERMINATION OF BUYING POWER CHANGE COMPENSATION INDEX described in the chapter "Methods of Determination of Buying Power Change Compensation Index" on page 100 (differs per country/territory).

Note: For the BPCCI calculation, objective methods must be at our disposal that are based on information from the competent authority. This information generally is not made public with distinctions for each specific Day, but rather in such a way that the starting time (in this case the Original Price Time) and end time (in this case the Specific Time) are given accurate to months or years.

Therefore if a starting and end time is assumed for the use of METHOD OF DETERMINATION OF BUYING POWER CHANGE COMPENSATION INDEX with a different accuracy than days (but rather months, quarters or years), the input shall be made in the time units used by the method (i.e. instead of a specific Day, a month, quarter or a year appropriate to the given Day will be used).

This way a BPCCI may be calculated for any specific Day after the Original Price Day – for example the Current BPCCI (valid for today).

$$\textbf{Current BPCCI} = \textbf{BPCCI}_{(\textit{Original Price Day; Today})}$$

Price Correction for the current day will then be calculated using the Current BPCCI using the following formula:

$$\textbf{Currently Corrected Price} = \textbf{Original Price} * \textbf{Current BPCCI}$$

In the sense of the above we can therefore define the Invoice BPCCI for the Invoice Day:

$$\textbf{Invoice BPCCI} = \textbf{BPCCI}_{(\textit{Original Price Day; Invoice Day})}$$

and based on that the Invoice Price:

$$\textbf{Invoice Price} = \textbf{Original Price} * \textbf{Invoice BPCCI}$$

Unless agreed otherwise (see the following chapter) the Invoice Price will be determined using the method above in every billing.

Note:

– BPCCI is always equal to 100% on the Original Price Day.

– Used terms: Original Price, Original Price Day (see "Price Correction Due to Changes of Buying Power of Agreed Currency" on page 93)

6.3.5.2.1. Price Correction based on Significant Change of Buying Power

In order to limit possible frequent Price Corrections, SIGNIFICANT CHANGE OF BUYING POWER may be agreed in the Software Maintenance Specification of this Agreement. If this happens, then the Current BPCCI will only be used when the Change of Buying Power for the last period in which the correction was not applied is greater than the established limit, which is the value of SIGNIFICANT CHANGE IN BUYING POWER.

A so called **Reference BPCCI** shall be used for these purposes. The starting value of the Reference BPCCI is 100% (i.e. BPCCI on the Original Price Day). The Current BPCCI will only be used when the difference between the **Current BPCCI** and the **Reference BPCCI** is equal to or greater than the SIGNIFICANT CHANGE OF BUYING POWER. Otherwise the Reference BPCCI will be used. If the Current BPCCI is used, a new value of Reference BPCCI will be set as well.

If the Parties agree on the SIGNIFICANT CHANGE OF BUYING POWER, then the formula from the previous chapter will not be used to calculate the Invoice Price, instead the Invoice Price will be calculated as described below in this chapter.

If the SIGNIFICANT CHANGE OF BUYING POWER is agreed, the Invoice Price is then calculated based on the Invoice BPCCI (see below) according to the following formula:

$$\text{Invoice Price} = \text{Original Price} * \text{Invoice BPCCI}$$

where the Invoice BPCCI value is determined using the following rules:

- If the following applies:

$$| \text{Current BPCCI} - \text{Reference BPCCI} | < \text{SIGNIFICANT CHANGE OF BUYING POWER}$$

Which means, if the absolute value of the difference between Current BPCCI and Reference BPCCI is smaller than SIGNIFICANT CHANGE OF BUYING POWER, then

$$\text{Invoice BPCCI} = \text{Reference BPCCI}$$

- However, if the following applies:

$$| \text{Current BPCCI} - \text{Reference BPCCI} | \geq \text{SIGNIFICANT CHANGE OF BUYING POWER}$$

Which means, if the absolute value of the difference between Current BPCCI and Reference BPCCI is equal to or greater than SIGNIFICANT CHANGE OF BUYING POWER, then

$$\text{Invoice BPCCI} = \text{Current BPCCI}$$

For a specific case when: **Current BPCCI – Reference BPCCI ≥ SIGNIFICANT CHANGE OF BUYING POWER** (i.e. a significant Change of buying power was identified and the Provider is entitled to a Compensation of the respective Price) the Provider can decide to apply an Invoice BPCCI in a value lower than the Current BPCCI (i.e. the Provider may freely decide not to apply the Current BPCCI value in its full extent). We speak of Used BPCCI, to which the rule applies that it is smaller than Current BPCCI. In such a case the following will apply:

Invoice BPCCI = Used BPCCI

For the avoidance of doubt, following the previous paragraph, it is emphasized that for a specific case where: **Current BPCCI – Reference BPCCI < 0** and hence the price should be reduced due to deflation, the Provider must respect the reduction and has no right to use as Invoice BPCCI anything other than Current BPCCI.

Whether Used BPCCI is used in the specific case or not, the result of using the Current or Used BPCCI is that the present value of Reference BPCCI ceases to be valid and a new Reference BPCCI value will be set in such a way that the value of Invoice BPCCI becomes the new Reference BPCCI value:

Reference BPCCI = Invoice BPCCI

Used terms:

- **Reference BPCCI** is the value of Invoice BPCCI used in calculation of Maintenance Price of the Maintained Item in the last previous billing. The starting value of the Reference BPCCI for the given Price Item for the case of the first billing is 100%.
- **Invoice BPCCI** is the Buying Power Change Compensation Index used in the invoice which is to be issued
- **Used BPCCI** is the value the Provider decided to use instead of Current BPCCI as an Invoice BPCCI, and therefore the new Reference BPCCI. However, the used value must be smaller than or equal to the Current BPCCI.

7. General Terms Changes

The General Terms may be amended from time to time for various reasons. For instance, the General Terms must respond to changes in laws and tax regulations, advances in information technologies, and similar developments. Therefore, it should be expected that the General Terms may evolve over the course of a contract's validity. Changes are implemented by LOGIS through a new release of General Terms.

To avoid unnecessary administrative burdens associated with introducing a new release of General Terms, a process is agreed upon that does not require the execution of new contractual documents. At the same time, the Customer remains in a contractually secure position, as they have the option to reject a change if it is not acceptable to them.

Each new release of General Terms is identified by a Release Day.

Release Day is the day LOGIS releases it as a standard document for general contractual purposes.

Release Day of the General Terms is stated both on the title page and in the footer of the document pages.

Each release of the General Terms also specifies the Applicability Day. The Applicability Day is the first day on which the respective release may take effect.

Note: It is common that the Applicability Day may be the same as the Release Day. However, if for example a new release responds in advance to a law whose effectiveness is set for a future date, then it may also be necessary to ensure that the new release of the General Terms does not take effect before the relevant law does. This is achieved by setting the Applicability Date to the effective date of the relevant law.

The currently valid General Terms are available at the URL specified in the Specification. After the effective date of this Agreement, the General Terms are also available on the LOGIS Helpdesk internet portal, to which the Customer has access (see Software Maintenance Specifications).

The following terms regarding changes to the General Terms are agreed upon:

7.1. The Process of Amendment of the General Terms

If laws, regulations, monetary policies, technologies, or organizational processes change, and/or considering LOGIS's business policy, LOGIS may amend the General Terms. These changes may particularly relate to the definition of processes and services, adjustments to the methods of entering into, amending, and terminating agreements, rules and forms of communication, conditions for specific procedures, requirements for demonstrating authority to act on behalf of the other party, and information obligations.

LOGIS will notify the Customer of any changes to the General Terms by at least one of the following means: by email, via the Helpdesk (by publishing on the Helpdesk), in person, by post.

The Customer will find the text of the new General Terms in the place specified by the Agreement, or the access to the text will be specified in the Notice.

The Customer has the right to reject such a change to the General Terms within the Rejection Period, which begins on the Notification Day (the date on which the Customer is informed of the Change of the General Terms) and ends upon the expiration of the 30th day from the Notification Day.

If the Customer does not reject the Change of the General Terms within this Rejection Period, then on the day following the expiration of the Rejection Period, the following occurs:

- If the new release of the General Terms is already Applicable (its Applicability Day is not in the future), then the new release of the General Terms fully replaces the currently valid General Terms and becomes Effective.
- If the new release of the General Terms is not yet Applicable (its Applicability Day is still in the future), the current General Terms will remain in effect until the Applicability Day of the new release, which will then fully replace the existing General Terms.

In cases where the Customer prefers the new release to take effect earlier than the process outlined above, the Customer may accept the new release using one of the following methods:

- Via LOGIS Helpdesk: The date of Acceptance is the date the Customer accepts the change in the Helpdesk system
- If the Helpdesk is unavailable, by delivering the relevant new release of the General Terms, printed and signed by the Customer, to LOGIS. The date of Acceptance is the date the signed release is delivered to LOGIS

The Acceptance Date is then considered the Effective Date if the Applicability Date does not lie in future. If the Applicability Date still lies in future, the Effective Date shall occur on the Applicability Date.

For the avoidance of doubt, it is agreed that if any release of the General Terms was part of the physical contractual documents of this Agreement, then such original release is replaced by the first new unrejected release of the General Terms.

7.2. Rejection of a General Terms Change

In case the Customer does not agree with the proposed change of General Terms, it may choose from the options below within the Change Rejection Period:

a. Reject the Change

As mentioned above, the Customer may Reject a Change of General Terms within the Change Rejection Period (see "The Process of Amendment of the General Terms" on the previous page). The Customer may do so by any of following means:

- On LOGIS Helpdesk, the execution date of the Rejection is then the date the Customer Rejected the Change on Helpdesk
- In case of Helpdesk unavailability, by delivering a written Rejection of Change of General Terms to LOGIS, while indicating the Release Day of General Terms whose Change the Customer wishes to Reject. The execution date of the Rejection is then the date when the written Rejection is delivered to LOGIS.

If the Change is Rejected, the rights and obligations under the Agreement shall continue to be governed by the currently effective release of the General Terms.

However, if the Change of the General Terms has been Rejected by the Customer, LOGIS acquires the right to immediate termination of the Agreement on the date immediately following the Expiration Date of the Change Rejection Period. LOGIS may use this right at its discretion (e.g. according to the evaluation of a specific situation LOGIS may decide to use this right later). If this procedure terminates the Agreement before the expiration of the Maintenance Period, the price of which was paid in full by the Customer, the Customer is entitled to a refund, which is calculated as:

(Price of Basic Maintenance Services of the Maintenance Period / number of days of the Maintenance Period) * number of remaining days of the Maintenance Period from the date of termination of the Agreement to the last day of the Maintenance Period

b. Terminate the Agreement

Termination of the Agreement due to the Rejection of a Change of the General Terms is treated in the same way as Termination for Convenience (see this Agreement). The rights and obligations arising from the Agreement Terminated in this way will be governed by the hitherto effective release of the General Terms until the Termination of the Agreement.

8. Auxiliary Resources

This chapter contains some specifications necessary for execution of this Agreement.

8.1. Methods of Determination of Buying Power Change Compensation Index

The following subchapters describe specific Methods of Determination of Buying Power Change Compensation Index (BPCCI). The headings of these subchapters are also the names of the specific methods described in the subchapters.

Unless the Method for a specific case is expressly agreed in the Specification, the Method corresponding to the country that is the Customer's tax domicile is automatically used as the METHOD OF DETERMINATION OF BUYING POWER CHANGE COMPENSATION INDEX. However, if the method is agreed in the Software Maintenance Specification by the parameter METHOD OF DETERMINATION OF BUYING POWER CHANGE COMPENSATION INDEX, where the name of the relevant Method is stated, then the Method agreed in the Specification is applied.

For the purposes of the following procedures and methods, we define the Original Price Month as the calendar month that contains the Original Price Day, and we further define the Specific Month as the calendar month that includes the Specific Day.

Possible procedures for determining the Index:

- a. **By calculation** using data from agreed data sources
- b. **Determining** the relevant value by finding from the agreed inflation calculator

ad a) Determining the Index by Calculation

For the purpose of determining the Buying Power Change Compensation Index (BPCCI), the Inflation Rate expressed by the increase in the Consumer Price Index (CPI) to the previous month (Consumer Price Increments) for the period beginning with the Original Price Day and ending on a particular Specific Day will be applied.

The basis for the Calculation is Data concerning the development of inflation in a certain country or monetary union (hereinafter the Country), and which are obtained from the agreed Provider.

Inflation Rate (Original Price Day; Specific Day) will be calculated using the Data by adding up the values of Consumer Price Increments to the previous month for all months from the month applicable to the Original Price Day (Original Price Month) to the month applicable to the Specific Day (Specific Month) inclusive.

Note: Data regarding the increase in the Consumer Price Index of the current month may not yet be available because they have not yet been evaluated. Similarly, it cannot be expected that the competent authority will be able to calculate and publish the relevant data immediately after the end of the month. It takes some time to process statistics. Therefore, for those months for which Data have not yet been published, 0 will be added when calculating the Inflation Rate.

$$BPCCI_{(Original\ Price\ Day;\ Specific\ Day)} = 100\% + Inflation\ Rate_{(Original\ Price\ Day;\ Specific\ Day)} [\%]$$

If we multiply the Original Price by the BPCCI calculated in this way, then we receive the amount of money that has the same value on the Specific Day as the Original Price had on the Original Price Day.

Each method specifies the agreed data source using the following data:

Data Provider	(e.g. U.S. Bureau of Labor Statistics; https://www.bls.gov)
Data Type	(e.g. Consumer Price Index for All Urban Consumers (CPI-U) U.S. city average series for all items, not seasonally adjusted – monthly increases)

More than one Data Source can be specified for each method. In such a case, with respect to the given order, the first one that is available and at the same time provides the most up-to-date data will be used.

ad b) Determining the Index by Finding

For the purposes of determining the Buying Power Change Compensation Index (BPCCI), a calculator accessible via the internet will be used to determine the BPCCI. Instructions for using the calculator to determine the Index are included in the specification of the relevant method.

If the Finding is not possible (e.g. the calculator is no longer available or maintained), or if the use of the procedure of Determining the Index by Calculation allows the Index to be determined on the basis of more recent data, the **Alternative Method** may be used.

8.1.1. BPCCI-USA

Procedure for determining the Index: **By calculation** using data from agreed data sources

Country: United States of America

Data Sources:

Data Provider	Data Type
U.S. Bureau of Labor Statistics https://www.bls.gov	Consumer Price Index for All Urban Consumers (CPI-U) U.S. city average series for all items, not seasonally adjusted – monthly increases
International Labour Organization (ILO) https://www.ilo.org	National consumer price index (CPI) by COICOP, percentage change from previous period, monthly

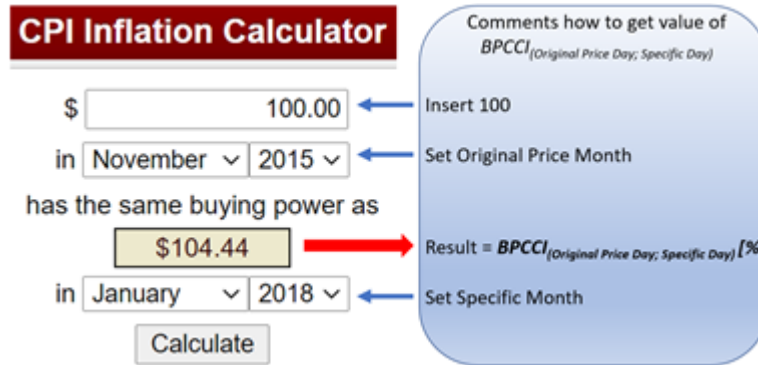
8.1.2. BPCCI-USA-CALC

Procedure for determining the Index: Determining the relevant value by **finding** from the agreed inflation calculator

Calculator identification: **US Bureau of Labor Statistics – CPI Inflation Calculator**
https://www.bls.gov/data/inflation_calculator.htm

Application:

To calculate the BPCCI it needs to insert 100 into the first field, select Original Price Month in next field, select Specific Month in last field and then press button Calculate. The value calculated by the calculator is the **BPCCI (Original Price Day; Specific Day) [%]**. (when entering USD 100 in the first field, the calculated value that the calculator displays in USD is also equal to the value of the **BPCCI(Original Price Day; Specific Day)**). See the illustration for details.



Alternative Method:

- BPCCI-USA

8.1.3. BPCCI-JPN

Procedure for determining the Index: By **calculation** using data from agreed data sources

Country: Japan

Data Sources:

Data Provider	Data Type
Statistics Bureau of Japan – e-Stat Portal Site of Official Statistics of Japan https://www.e-stat.go.jp	Consumer Price Index – monthly increases
International Labour Organization (ILO) https://www.ilo.org	National consumer price index (CPI) by COICOP, percentage change from previous period, monthly

8.1.4. BPCCI-EU

Procedure for determining the Index: By **calculation** using data from agreed data sources

Country: European Union

Data Sources:

Data Provider	Data Type
Eurostat https://ec.europa.eu/eurostat	Harmonised index of consumer prices (HICP) monthly rate of change m/m-1 (%)

8.1.5. BPCCI-CZE

Procedure for determining the Index: By **calculation** using data from agreed data sources

Country: Czech Republic

Data Sources:

Data Provider	Data Type
Czech Statistical Office (CZSO) https://www.czso.cz	An increase in CPI compared with preceding month
International Labour Organization (ILO) https://www.ilo.org	National consumer price index (CPI) by COICOP, percentage change from previous period, monthly
Eurostat https://ec.europa.eu/eurostat	Harmonised index of consumer prices (HICP) monthly rate of change m/m-1 (%)

8.1.6. BPCCI-SVK

Procedure for determining the Index: By **calculation** using data from agreed data sources

Country: Slovak Republic

Data Sources:

Data Provider	Data Type
Statistical Office of the Slovak Republic (SOSR) https://slovak.statistics.sk	Consumer Price Indices by COICOP – monthly data
International Labour Organization (ILO) https://www.ilo.org	National consumer price index (CPI) by COICOP, percentage change from previous period, monthly
Eurostat https://ec.europa.eu/eurostat	Harmonised index of consumer prices (HICP) monthly rate of change m/m-1 (%)

8.2. Travel and Subsistence Allowances

Unless travel and subsistence allowances are expressly specified in the TRAVEL AND SUBSISTENCE ALLOWANCES section of the Specification, the following conditions apply.

TRAVEL AND SUBSISTENCE ALLOWANCES where LOGIS is eligible to charge for Additional Maintenance Services will be charged as set out in the individual subsections below.

All specific refund amounts and price limits set out below are considered to be subject to Price Correction due to Changes of Buying Power of Agreed Currency, with the Original Price Day being the Release Day of these General Terms.

8.2.1. Travel and Subsistence Allowances – CZE

For Customers registered in the Czech Republic, the document 'General Terms of Pricing for the Provision of Services,' available at the URL www.logis.cz/general-terms, shall apply.

8.2.2. Travel and Subsistence Allowances – JPN

The following conditions apply to Customers with tax domicile in Japan.

- If not agreed otherwise for particular case, LOGIS shall be entitled to a full coverage of the travel expenses. As for fly tickets, Customer may refuse to cover them, if it would be business class or first class fly tickets. Also train transportation is not expected in first or business class. Other limitations are not agreed for transportation and respective bills related to travel expenses and documented by respective receipts will be fully accepted and paid.
- If not agreed otherwise for particular case, LOGIS shall be entitled to a full coverage of ACCOMMODATION OF PROVIDING PERSONS, up to twenty five thousand JPY (¥ 25 000) per one Providing Person and night. Per-diems will be accepted for the business trips in amount equal to the relevant binding regulations of the Ministry of Finance of Czech Republic for the respective year (up to date information on currently valid values is accessible also on LOGIS Helpdesk).

8.2.3. Travel and Subsistence Allowances – EU

The following conditions apply to Customers with tax domicile within the EU.

- Unless otherwise agreed for a specific case, LOGIS will be entitled to full reimbursement of travel expenses. However, full reimbursement is not due for business class or first class air tickets or for first or business class train travel. No other restrictions on travel are agreed and the relevant travel bills documented by appropriate receipts will be accepted and reimbursed in full.
- If a rental car is used for business travel, the appropriate rental cost will be billed at the amount documented.
- When using a private car, a rate of € 0,75 per km will be charged.
- Unless otherwise agreed in a specific case, LOGIS will be entitled to full reimbursement of the ACCOMMODATION OF PROVIDING PERSONS up to a maximum of € 160 per Providing Person per night.

- For business trips, per diems will be charged in the amount and according to the rules corresponding to the relevant currently valid binding standards of the Ministry of Finance of the Czech Republic.

8.2.4. Travel and Subsistence Allowances – USA

The following conditions apply to Customers with a tax domicile in the USA.

- Unless otherwise agreed for a specific case, LOGIS will be entitled to full reimbursement of travel expenses. However, full reimbursement is not available for business class or first class air tickets, or for first or business class train travel. No other restrictions on travel are agreed and the relevant travel bills documented by appropriate receipts will be accepted and reimbursed in full.
- If a rental car is used for business travel, the appropriate rental cost will be billed at the amount documented.
- When using your own private car, a rate of USD 0.8 per km will be charged.
- Unless otherwise agreed in a particular case, LOGIS will be fully reimbursed for ACCOMMODATION OF PROVIDING PERSONS up to USD 180 per Providing Person per night.
- Per diems will be charged for business travel at the rate and according to the rules corresponding to the relevant currently applicable mandatory standards of the Ministry of Finance.

8.2.5. Travel and Subsistence Allowances – Others

The following conditions apply to Customers with tax domiciles other than those specified in the preceding sections.

- Unless otherwise agreed for a particular case, LOGIS will be entitled to full reimbursement of travel expenses. However, full reimbursement is not due for business class or first class air tickets or for first or business class train travel. No other restrictions on travel are agreed and the relevant travel bills documented by appropriate receipts will be accepted and reimbursed in full.
- If a rental car is used for business travel, the appropriate rental cost will be billed at the amount documented.
- When using your own private car, a rate of USD 0.8 per km will be charged.
- Unless otherwise agreed in a particular case, LOGIS will be fully reimbursed for PROVIDER'S ACCOMMODATION up to a maximum of USD 180 per Provider per night.
- Per diems will be charged for business travel at the rate and according to the rules corresponding to the relevant currently applicable mandatory standards of the Ministry of Finance.

If the AGREED CURRENCY is other than USD, then the above stated values in USD will be converted at the current USD/AGREED CURRENCY rate applicable at the time of invoicing.