



B. GENERAL CONDITIONS

1. DEFINITIONS

In this Agreement the following terms shall have the following meaning:

Current Release	means the then-current release of the Supported Software for use with a specified Operating System.
Error	means an error in the Supported Software which significantly degrades the planned use or performance of the Software in accordance with its original specification.
Operational Support	means assisting Licensee in using and operating the Supported Software in accordance with its original specification, including determining whether an Error resides in the Supported Software and providing a Fix or Workaround for the Error in accordance with this Agreement.
Fix	means the repair or replacement of object or executable code versions of the Supported Software to remedy an error.
Previous Releases	means the release of Supported Software for use in a particular Operating Environment which has been replaced by the Current Release in the same Operating Environment.
Workaround	means a change in the procedures followed or data supplied by Licensee to avoid an Error without significantly impairing the planned use or performance of the Supported Software in accordance with its original specification.

2. STANDARD SUPPORT SERVICES FOR SEVENCS' SOFTWARE

- 2.1 In consideration for the support fee payable pursuant to clause 7, during the term of this Agreement SevenCs will provide the Licensee with:
- 2.1.1 Access to SevenCs on-line customer service portal in order to view on-line self-help FAQs and supporting documentation, to generate and track bug-reports, and Operational Support tickets on-line, and
 - 2.1.2 All available minor version updates (so called "dot releases") for the Supported Software, and
 - 2.1.3 Answers to all reasonable questions relating to the use of the Supported Software by email or telephone that do not require dedicated training. For queries that can't be answered by email or telephone, SevenCs offers Remote Desktop Sharing via WebEx, and

3. ERROR CORRECTIONS

- 3.1 During the term of this Agreement, SevenCs shall use its commercially reasonable efforts to Fix or provide a Workaround for any reproducible programming Error in the Supported Software attributable to SevenCs with a level of effort appropriate in relation to the severity of the Error and provided that SevenCs shall have no obligation to correct all Errors in the Supported Software.
- 3.2 Upon identification of any programming Error, Licensee shall notify SevenCs support of such Error which shall provide SevenCs with enough information to locate the Error.



3.3 SevenCs shall not be responsible for correcting any Errors not attributable to SevenCs. Errors attributable to SevenCs shall be those that are reproducible by SevenCs on modified or unmodified Supported Software. Errors attributable to Licensee's modification or third party software or misuse of the Supported Software will be billed at SevenCs' standard support rates then in effect or, in the absence of such rates, at customary rates.

4. LICENSEE RESPONSIBILITIES

4.1 All communications between SevenCs and Licensee shall be in either the German or English language.

4.2 Licensee agrees to;

- (a) promptly report any Errors detected by Licensee;
- (b) provide as much information as reasonably possible, for example, log files, screenshots, etc., to enable SevenCs to reproduce the Error;
- (c) provide SevenCs reasonable access to all necessary personnel to answer questions about any problems reported by Licensee regarding the Supported Software; and
- (d) wherever reasonably possible to allow SevenCs remote access to the Supported Software.

Licensee also agrees to promptly implement updates, new releases of the Supported Software and all Error corrections provided by SevenCs under this Agreement.

4.3 Licensee shall appoint two (2) individuals within Licensee's organization who are knowledgeable in the operation of the Supported Software to serve as primary contacts between Licensee and SevenCs and to receive support through SevenCs' telephone support centre. All of Licensee's support inquiries shall be initialized through these contacts.

5. EXCLUSIONS

5.1 SevenCs is not required to provide any support relating to problems arising out of:

- (a) Licensee's failure to implement all Fixes to the Supported Software which are issued under the Agreement;
- (b) any alterations or additions to the Supported Software performed by parties other than SevenCs;
- (c) interconnection of the Supported Software with other software products not supplied by SevenCs except as expressly prescribed in the system design specifications.

5.2 Moreover, the Support Services do not cover:

- (a) The installation and the use of hardware equipment;
- (b) The use of the operating system; and
- (c) The use of networks.

5.3 Furthermore the Support Services do not include the following items:

- (a) Errors caused by hardware malfunctions and operating system related errors and problems;
- (b) Errors and problems resulting from not maintaining adequate back-up;
- (c) Licensee requests for new software features; and
- (d) Site visits.





Where necessary and agreed, fees for these services will be charged separately on a time and material basis or on an agreed fixed fee basis per item.

6. ADDITIONAL SERVICES

In the event that Licensee requires or requests other services including additional user education and training, implementation assistance, installation training or software reconfiguration not covered by the original license or other agreement, on the basis of which the Licensee as obtained the Supported Software, such services may be provided, subject to separate agreement between the Parties and in accordance with SevenCs' standard hourly rates.

7. FEES

Licensee shall pay SevenCs the support fee specified in the Specific Conditions of this Agreement.

Unless otherwise agreed in the Specific Conditions payment shall be made by the Licensee annually in advance within 30 days of the beginning of the support period and in accordance with the General Terms and Conditions of SevenCs to the bank account specified in the invoice.

8. WARRANTY

8.1 The support services under this Agreement will be provided in a workman-like manner by SevenCs staff that are knowledgeable in the operation of the Licensed Software. All software bug fixes, workarounds, Error corrections and enhancements are provided on an "as is" basis. This Agreement does not augment or alter the warranties provided under the Licensees relevant Software's license, or purchase agreements or any other agreements between Licensee and SevenCs.

8.2 SevenCs expressly disclaims all other warranties related to the Supported Software or services provided under this Agreement, whether express or implied, including (without limitation) any warranty of merchantability or fitness for a particular purpose. SevenCs does not warrant that all Errors will be corrected.

9. LIMITATION OF LIABILITY

Notwithstanding any limitation of liability under the General Terms and Conditions of SevenCs, in no event shall SevenCs' cumulative liability for any claim arising in connection with this Agreement exceed the amount of the total fees and charges paid to SevenCs under this Agreement for support services by Licensee during the twelve months preceding the occurring of any such claim.

10. FURTHER CONDITIONS

10.1 SevenCs will not be liable or responsible for any losses or damages whatsoever which might at any time result from or arise from the use or operation of the Supported Software covered under this Agreement, or the services provided herein.

10.2 The Supported Software as well as the modifications made under this Agreement shall at all times remain the property of SevenCs. It is understood and acknowledged that the systems, specifications and any modifications contain information and programming techniques developed by SevenCs which Licensee, by its acceptance shall agree not to divulge or in any other way grant to a third party, without the express prior written consent of SevenCs.

11. TERM AND TERMINATION

11.1 If not other Effective Date is set out in the Specific Conditions, this Agreement shall become effective when signed by both Parties.

11.2 This Agreement shall remain in force and effect for the period of one year as of the Effective Date (*Initial Term*). In the event that no Party terminates this Agreement at the end of the Initial Term or any extension period, this Agreement shall be automatically renewed from year to year. The notice period for any such termination shall be three months, unless otherwise agreed in the Specific Conditions of this Agreement.



11.3 Each Party's right to terminate the Agreement for good cause (*aus wichtigem Grund*) shall remain unaffected. In particular, each Party may terminate this Agreement in the following circumstances:

- (a) if the other Party has a receiver appointed over any of his assets, becomes insolvent or enters into liquidation, or if a petition in bankruptcy is filed by or against him, or if he makes an arrangement for the benefit of his creditors,
- (b) if the other Party ceases doing business,
- (c) if the other Party defaults in payment or breaches any term or material, i.e. substantial, condition of the Agreement and does not rectify such default or breach within the time period stipulated by the requesting Party by written notice (this time period shall be reasonable and not less than 15 days); the Parties agree that repeated defaults in the performance of any obligation is deemed a material breach;
- (d) if the Party's competitors should get, directly or indirectly, influence over the business of the other Party or an interest in the other Party's company,
- (e) if the other Party should get, directly or indirectly, an interest in a competitor of the Party, or
- (f) in any other event which gives the right to cancellation according to the applicable law.

11.4 Any termination notice must be issued in writing.

11.5 In case of late payment by the Licensee, which is not cured within 30 days after the Licensee's receipt of SevenCs' written request to cure such breach, SevenCs may suspend all services under this Agreement without any liability whatsoever. The right of SevenCs to terminate the Agreement shall remain unaffected.

12. SIGNATURES

For SevenCs:

Hamburg 28. 12. 2018
(Place, Date)

Bryan Kommerauß
(Name)



SevenCs GmbH
Atlantic Haus
Zirkusweg 1
D-20359 Hamburg



For Licensee:

Prague 18. 12. 2018
(Place, Date)

Lubomir Fojtů, director
(Name)



(Signature)
Ředitelství
vodních
cest
ČR
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