

## SMLOUVA

uzavřená níže uvedeného dne, měsíce a roku dle příslušných ustanovení zákona č. 89/2012 Sb., občanský zákoník, v platném a účinném znění (dále jen „Občanský zákoník“), mezi níže uvedenými stranami

(dále jen „**Smlouva**“)

### **Česká republika – Česká správa sociálního zabezpečení**

Sídlo: Křížová 25, 225 08 Praha 5  
Statutární zástupce: Mgr. František Boháček, ústřední ředitel ČSSZ  
Jednající: Ing. Milan Shrbený, ředitel sekce informačních a komunikačních technologií  
IČO: 00006963  
DIČ: neplátce  
Bankovní spojení: Česká národní banka  
Číslo účtu: 10006-127001/0710  
ID datové schránky: 49kaiq3

(dále jen „**Objednatel**“)

na straně jedné

a

### **KOMIX s.r.o.**

Sídlo: Drtinova 467/2a, Smíchov, 150 00 Praha 5  
Jednající/Zastoupená: [redacted] jednatel  
IČO: 47117087  
DIČ: CZ47117087  
Bankovní spojení: UniCredit Bank Czech Republic and Slovakia, a.s.  
Číslo účtu: 2108559139/2700  
ID datové schránky: 8sqgaah  
Zapsaná v obchodním rejstříku vedeném Městským soudem v Praze, oddíl C, vložka 12440

(dále jen „**Poskytovatel**“)

na straně druhé

(Objednatel a Poskytovatel budou dále v této Smlouvě označováni jednotlivě jako „**Smluvní strana**“ a společně jako „**Smluvní strany**“)



## Preambule

1. Objednatel prohlašuje, že:
  - je organizační složkou státu a správním orgánem, který zabezpečuje výběr pojistného na sociální zabezpečení a příspěvku na státní politiku zaměstnanosti, dále provádí zejména důchodové pojištění a zajišťuje agendu nemocenského pojištění;
  - je správcem informačního systému kritické informační infrastruktury podle zákona č. 181/2014 Sb., o kybernetické bezpečnosti a o změně souvisejících zákonů (zákon o kybernetické bezpečnosti), ve znění platném a účinném;
  - splňuje veškeré podmínky a požadavky v této Smlouvě stanovené a je oprávněn tuto Smlouvu uzavřít a řádně plnit závazky v ní obsažené.
2. Poskytovatel prohlašuje, že:
  - je podnikatelem dle ustanovení § 420 a násl. Občanského zákoníku;
  - splňuje veškeré podmínky a požadavky v této Smlouvě stanovené a je oprávněn tuto Smlouvu uzavřít a řádně plnit závazky v ní obsažené.
3. Tato Smlouva se uzavírá za účelem zajištění maintenance k nevýhradním licencím QlikView a Clover ETL za podmínek a v rozsahu uvedených dále v této Smlouvě.

### I.

#### Předmět Smlouvy

1. Předmětem této Smlouvy je závazek Poskytovatele zajistit pro Objednatele plnění ve formě maintenance k produktům Objednatele uvedeným v Příloze č. 1 této Smlouvy – „Specifikace a konfigurace programového a technického vybavení“ (dále jen „Předmět plnění“).
2. Předmět plnění ke všem produktům (software) uvedeným v Příloze č. 1 této Smlouvy zahrnuje:
  1. Technickou podporu software, údržba software a instalace nových verzí.
  2. Podpora při řešení přístupů uživatelů do software (aplikací) a při jejich aktualizaci.
  3. Nastavení a monitorování pravidelné aktualizace QlikView dokumentů umístěných na webových stránkách výrobce software.
  4. Vyřizování případných reklamací u výrobce (při zjištěných chybách v nových verzích software).
  5. Poskytování konzultací vybraným uživatelům k ovládání a provozu software (aplikací).

Předmět plnění k produktům QlikView zahrnuje také:

- přístup k novým verzím software (za instalaci všech aktualizací je odpovědný koncový uživatel),
- přístup do zákaznického portálu (<http://www.qlik.com/services/support>), tj. do znalostní databáze obsahující nejčastější dotazy,
- přístup do QlikCommunity (<https://community.qlik.com/>), tj. do prostředí pro vzájemnou komunikaci, získávání a výměnu informací, předávání podnětů a zkušeností o produktech a prostředí QlikView.

Předmět plnění k produktům CloverETL zahrnuje také:

- přístup k aktuálně podporovaným verzím platformy CloverETL,
- bug-fix a hot-fix instalacím vydaných pro produkční nasazení,
- přístup do zákaznického (support) portálu,

- komunikaci s CloverETL Support týmem.
3. Objednatel se zavazuje za řádně a včas poskytnutý Předmět plnění zaplatit Poskytovateli cenu dle čl. III. této Smlouvy.

## **II. Místo a čas plnění**

1. Místem plnění je sídlo Objednatele na adrese Křížová 25, 225 08 Praha 5.
2. Poskytovatel se zavazuje zajistit Objednateli poskytování Předmětu plnění po dobu 12 (slovy: dvanáct) měsíců. Poskytovatel je povinen zajistit zahájení poskytování Předmětu plnění od 21. 6. 2019 a současně je povinen bezodkladně písemně (alespoň formou e-mailu) vyrozumět Objednatele o zahájení poskytování Předmětu plnění.

## **III. Ceny a platební podmínky**

1. Celková cena za Předmět plnění dle této Smlouvy činí **318 424,- Kč (slovy: tři sta osmnáct tisíc čtyři sta dvacet čtyři korun českých) bez DPH, tzn. 385 293,04 Kč (slovy: tři sta osmdesát pět tisíc dvě stě devadesát tři korun českých čtyři haléře) včetně DPH.**
2. Detailní rozpad ceny je uveden v Příloze č. 1 této Smlouvy.
3. Cena dle odst. 1. tohoto článku této Smlouvy zahrnuje veškeré náklady Poskytovatele spojené s poskytováním Předmětu plnění Objednateli v rozsahu této Smlouvy.
4. Cena za poskytování Předmětu plnění uvedená v odst. 1. tohoto článku této Smlouvy je cenou konečnou, úplnou, závaznou a nejvýše přípustnou. Cena uvedená v odst. 1. tohoto článku této Smlouvy může být překročena pouze v souvislosti se změnou sazby DPH mající prokazatelný vliv na cenu Předmětu plnění, a to pouze o výši, která této změně bude odpovídat. Z jakýchkoli jiných důvodů nesmí být tato cena překročena.
5. Cena za poskytnutí Předmětu plnění bude Objednatelem zaplacená po poskytnutí Předmětu plnění jednorázově na základě Poskytovatelem vystaveného daňového dokladu (faktury), jehož součástí musí být potvrzení (e-mailová zpráva) Objednatele o tom, že obdržel vyrozumění Poskytovatele dle čl. II. odst. 2. této Smlouvy a že je mu Předmět plnění skutečně poskytován.
6. Splatnost daňového dokladu (faktury) činí 30 (slovy: třicet) kalendářních dnů ode dne doručení řádně vystaveného daňového dokladu (faktury) Objednateli.
7. Daňový doklad (faktura) musí obsahovat všechny náležitosti dle platných a účinných právních předpisů, zejména zákona č. 235/2004 Sb., o dani z přidané hodnoty, ve znění pozdějších předpisů, a dle této Smlouvy. V případě, že daňový doklad (faktura) nebude mít odpovídající náležitosti, je Objednatel oprávněn daňový doklad (fakturu) zaslat ve lhůtě splatnosti zpět Poskytovateli k doplnění či opravě, aniž se tak dostane do prodlení s úhradou oprávněně fakturované ceny za Předmět plnění; lhůta splatnosti počíná běžet znovu ode dne doručení náležitě doplněného či opraveného daňového dokladu (faktury) Objednateli.
8. Daňový doklad (faktura) se považuje za uhrazený připsáním příslušné částky na bankovní účet Poskytovatele.
9. Objednatel neposkytuje zálohy v souvislosti s touto Smlouvou.

10. Platba proběhne výhradně v české měně (CZK) a rovněž veškeré cenové údaje budou uvedeny v této měně.

#### **IV. Povinnosti a práva Smluvních stran**

1. Poskytovatel se zavazuje poskytovat Předmět plnění na vlastní nebezpečí a odpovědnost a dále v souladu s touto Smlouvou.
2. Poskytovatel se zavazuje poskytnout Předmět plnění dle této Smlouvy bez faktických a právních vad.
3. Po celou dobu poskytování Předmětu plnění na základě této Smlouvy se Poskytovatel zavazuje provádět všechny činnosti kvalitně a postupovat s odbornou péčí a s přihlédnutím k zájmům Objednatele.
4. Objednatel se zavazuje vytvořit řádné podmínky pro činnost Poskytovatele a poskytovat mu během plnění dle této Smlouvy nezbytnou součinnost.
5. Objednatel je povinen poskytnout Poskytovateli úplné, pravdivé a včasné informace potřebné k řádnému plnění povinností Poskytovatele dle této Smlouvy.
6. Poskytovatel se zavazuje zajistit Objednateli poskytování Předmětu plnění v rozsahu a rámci definovaném v příslušných licenčních podmínkách takto:
  - a) Qlikview na úrovni „Basic Support Coverage“ dle licenčních podmínek (Maintenance policy – uvedených v Příloze č. 3 této Smlouvy a současně na adrese <http://www.qlik.com/us/-/media/files/legal/license%20agreements/additional%20terms/qlik-maintenance-policy.pdf?la=en>.
  - b) CloverETL dle licenčních podmínek uvedených v Příloze č. 4 této Smlouvy a současně na adrese <http://www.cloveretl.com/legal/support-policy>.

#### **V. Sankční ujednání a náhrada škody**

1. Pro případ prodloužení Poskytovatele se splněním povinnosti dle čl. II. odst. 2. této Smlouvy je Objednatel oprávněn žádat po Poskytovateli zaplacení smluvní pokuty ve výši 1.000,- Kč (slovy: jeden tisíc korun českých) za každý i započatý den prodloužení.
2. Uplatněním smluvní pokuty není dotčeno právo Objednatele na náhradu škody způsobené porušením povinností Poskytovatelem, na kterou se vztahuje smluvní pokuta.
3. Smluvní pokuta je splatná do 30 (slovy: třiceti) kalendářních dnů ode dne doručení oznámení o uložení smluvní pokuty Poskytovateli. V případě prodloužení s úhradou smluvní pokuty uhradí Poskytovatel Objednateli úrok z prodloužení ve výši stanovené dle nařízení vlády č. 351/2013 Sb., kterým se určuje výše úroků z prodloužení a nákladů spojených s uplatněním pohledávky, určuje odměna likvidátora, likvidačního správce a člena orgánu právnické osoby jmenovaného soudem a upravují některé otázky Obchodního věstníku a veřejných rejstříků právnických a fyzických osob, ve znění platném a účinném (dále jen „Nařízení“).
4. V případě prodloužení s úhradou oprávněně vystaveného daňového dokladu (faktury) uhradí Objednatel Poskytovateli z nezaplacené částky úroky z prodloužení určené Nařízením.
5. V případě prodloužení se zaplacením peněžité částky je Objednatel povinen zaplatit Poskytovateli úrok z prodloužení ve výši stanovené Nařízením.

6. Objednatel je oprávněn požadovat na Poskytovateli a Poskytovatel je povinen poskytnout Objednateli náhradu škody, kterou Poskytovatel způsobil Objednateli porušením povinností daných touto Smlouvou nebo v souvislosti s plněním této Smlouvy, včetně případu, kdy se jedná o takové porušení povinností dané touto Smlouvou, na které se vztahuje smluvní pokuta. Jakékoliv omezení výše či druhu náhrady škody není přípustné. Škoda se hradí v penězích, případně uvedením do předešlého stavu podle volby Objednatele v každém konkrétním případě.

## **VI. Oprávněné osoby**

1. Každá ze Smluvních stran jmenuje oprávněné osoby. Oprávněné osoby budou zastupovat Smluvní stranu ve smluvních a obchodních záležitostech souvisejících s plněním této Smlouvy:

Ve věcech smluvních:

za Objednatele: [redacted]  
za Poskytovatele: [redacted] tel: [redacted] e-mail: [redacted]

Ve věcech věcného plnění:

za Objednatele: [redacted]  
tel.: [redacted] e-mail: [redacted]  
za Poskytovatele: [redacted] tel: [redacted] e-mail: [redacted]

2. Objednatel a Poskytovatel jsou oprávněni jednostranně měnit výše uvedené oprávněné osoby a rozsah jejich oprávnění jednat za Smluvní strany. O změně jsou povinni vždy písemně informovat druhou Smluvní stranu. Změna je vůči druhé Smluvní straně účinná od okamžiku doručení písemného oznámení o změně oprávněné osoby.

## **VII. Ukončení Smlouvy**

1. Tato Smlouva může zaniknout vzájemnou dohodou Smluvních stran. Tato dohoda musí být písemná a podepsaná oprávněnými zástupci obou Smluvních stran, jinak je neplatná.
2. Objednatel je oprávněn odstoupit od této Smlouvy v souladu s ustanovením § 2001 a násl. Občanského zákoníku. Odstoupení od Smlouvy je možné mimo jiné v důsledku podstatného porušení Smlouvy Poskytovatelem. Podstatným porušením této Smlouvy se rozumí zejména porušení povinností ve smyslu ustanovení § 2002 Občanského zákoníku. Odstoupení od Smlouvy je účinné ode dne, kdy bylo písemně doručeno druhé Smluvní straně.
3. Odstoupení od této Smlouvy se nedotýká práva na zaplacení smluvní pokuty nebo úroku z prodlení, pokud již dospěl, práva na náhradu škody vzniklé z porušení smluvní povinnosti ani ujednání, které má vzhledem ke své povaze zavazovat Smluvní strany i po odstoupení od této Smlouvy, zejména ujednání o způsobu řešení sporů dle ustanovení § 2005 Občanského zákoníku.

## **VIII. Poddodavatelé**

1. Poskytovatel nese plnou odpovědnost za plnění prováděná poddodavatelem se všemi z toho plynoucími důsledky tak, jako by plnil sám.

2. Poskytovatel smí pouze po předchozím písemném souhlasu Objednatele změnit poddodavatele nebo rozsah Předmětu plnění, který prostřednictvím poddodavatele provádí.
3. Přehled poddodavatelů spolu s uvedením rozsahu Předmětu plnění, které prostřednictvím poddodavatelů Poskytovatel provádí, je obsažen v Příloze č. 2, která tvoří nedílnou součást této Smlouvy.

## **IX. Závěrečná ujednání**

1. Tato Smlouva nabývá platnosti ke dni jejího podpisu oběma Smluvními stranami a účinnosti dnem jejího uveřejnění v registru smluv, v souladu se zákonem č. 340/2015 Sb., o zvláštních podmínkách účinnosti některých smluv, uveřejňování těchto smluv a o registru smluv (zákon o registru smluv), ve znění pozdějších předpisů (dále jen „Zákon o registru smluv“) Objednatelem.
2. Smluvní strany souhlasí s tím, aby byla tato Smlouva uveřejněna na profilu zadavatele - Objednatele, jakož i na internetových stránkách Objednatele. Souhlas s uveřejněním podle předchozí věty se nevztahuje na údaje, které jsou obchodním tajemstvím ve smyslu ustanovení § 504 Občanského zákoníku, na údaje, jejichž zveřejnění brání zákon č. 101/2000 Sb., o ochraně osobních údajů a o změně některých zákonů, ve znění pozdějších předpisů, jakož i na údaje, které jsou chráněny před uveřejněním podle jiných právních předpisů.
3. Poskytovatel souhlasí s tím, aby tato Smlouva byla uveřejněna v registru smluv v souladu se Zákonem o registru smluv.
4. Poskytovatel (včetně případných poddodavatelů) souhlasí s tím, aby subjekty oprávněné dle zákona č. 320/2001 Sb., o finanční kontrole ve veřejné správě a o změně některých zákonů (zákon o finanční kontrole), ve znění pozdějších předpisů, provedly finanční kontrolu závazkového vztahu vyplývajícího z této Smlouvy s tím, že se Poskytovatel podrobí této kontrole, a bude působit jako osoba povinná ve smyslu ustanovení § 2 písm. e) výše uvedeného zákona. Poskytovatel se zavazuje zajistit tento souhlas i u všech svých poddodavatelů.
5. Stane-li se některé z ujednání této Smlouvy neplatné nebo neúčinné, nebude to mít vliv na platnost a účinnost ujednání ostatních a na platnost a účinnost této Smlouvy jakožto celku. Neplatné nebo neúčinné ujednání bude nahrazeno po vzájemné dohodě Smluvních stran takovým ujednáním, které bude odpovídat svým účinkem co nejbližší původnímu záměru a účelu neplatného či neúčinného ujednání v ekonomickém i právním smyslu.
6. Práva a povinnosti výslovně v této Smlouvě neupravené se řídí platnými a účinnými právními předpisy České republiky, zejména pak příslušnými ustanoveními Občanského zákoníku.
7. Poskytovatel není bez písemného souhlasu Objednatele oprávněn postoupit práva ze smluvního vztahu založeného touto Smlouvou na třetí osobu.
8. Smluvní strany se dohodly na tom, že Poskytovatel není oprávněn činit jednostranná započtení svých pohledávek vzniklých na základě této Smlouvy či v souvislosti s ní vůči jakýmkoli pohledávkám Objednatele.
9. Smluvní strany se dohodly, že se pro účely této Smlouvy nepoužije ustanovení § 2050 Občanského zákoníku.

10. Případné spory vyplývající z této Smlouvy se Smluvní strany zavazují nejprve vyřešit dohodou. Pokud se Smluvní strany nedohodnou, bude spor řešen před věcně a místně příslušným obecným soudem České republiky, podle českého práva. Rozhodčí řízení je vyloučeno.
11. Tato Smlouva může být měněna pouze na základě dohody Smluvních stran, a to ve formě písemných vzestupně číslovaných dodatků podepsaných oběma Smluvními stranami. Podpisem Smluvních stran se dodatek stává nedílnou součástí této Smlouvy.
12. V případě rozporu ujednání této Smlouvy s ujednáními obsaženými v přílohách této Smlouvy či jiných dokumentech upravujících práva a povinnosti Smluvních stran (např. obchodní podmínky) mají přednost ujednání této Smlouvy.
13. Tato Smlouva je vyhotovena v 5 (slovy: pěti) stejnopisech, z nichž 3 (slovy: tři) obdrží Objednatel a 2 (slovy: dva) Poskytovatel.
14. Nedílnou součástí Smlouvy tvoří tyto přílohy:
  - Příloha č. 1 - Specifikace a konfigurace programového a technického vybavení;
  - Příloha č. 2 – Přehled poddodavatelů;
  - Příloha č. 3 – Licenční podmínky QlikView;
  - Příloha č. 4 – Licenční podmínky Clover ETL.
15. Smluvní strany prohlašují, že si tuto Smlouvu, včetně jejích příloh, přečetly, jejímu obsahu porozuměly a že je projevem jejich pravé a svobodné vůle prosté jakéhokoliv omylu, na důkaz čehož tuto Smlouvu vlastnoručně podepisují.

Za Českou republiku  
- Česká republika bezpečení:

Datum: 18-03-2019  
Místo:

Za KOMIX s.r.o.: Drt  
IČO: S.I.O.  
150 00 Praha 5  
Č: CZ47117087

Jméno:  
Funkce: jednatel

Datum: 04.03.2019  
Místo: Praha

## Příloha č. 1 - Specifikace a konfigurace programového a technického vybavení

QlikView SBE User CAL - 13 ks zařízení

QlikView Server SBE - 1 ks zařízení

CloverETL Corporate Server - 1 ks zařízení

CloverETL Designer - 1 ks zařízení

### Specifikace ceny Předmětu plnění:

<b>Maintenance</b>	<b>počet</b>	<b>cena za jednotku v Kč bez DPH</b>	<b>cena celkem v Kč bez DPH</b>	<b>cena celkem v Kč včetně 21 % DPH</b>
Maintenance QlikView SBE User CAL	13			
Maintenance QlikView Server SBE	1			
<b>CELKEM QlikView</b>				
Maintenance CloverCARE - CloverETL Corporate Server	1			
Maintenance CloverCARE - CloverETL Designer	1			
<b>CELKEM CloverETL</b>				



**Příloha č. 2 – Přehled poddodavatelů**

**Seznam poddodavatelů**

Počet poddodavatelů: 0



## Maintenance Policy

This Maintenance Policy ("Policy") describes the current practices of Qlik with regard to its provision of Maintenance Services and Support Services as defined below (collectively "Maintenance") to customers with a Maintenance agreement or a subscription which includes Maintenance ("Licensee(s)"). All Maintenance is subject to payment of applicable fees.

### 1. Definitions

**"Affiliate"** means any entity which controls, is controlled by, or is under common control with Licensee where "control" means the legal, beneficial or equitable ownership of at least a majority of the aggregate of all voting equity interests of such entity, but only for so long as such control exists

**"Maintenance Agreement"** means the Qlik® User License Agreement or other written agreement for Software or services between Qlik and Licensee, which includes the provision of Maintenance Services and/or Support Services.

**"Authorized Affiliate"** means any Affiliate of Licensee that is designated by Licensee as authorized to use the Software under the terms of an Agreement.

**"Documentation"** means the then-current documentation published and made generally available by Qlik for the Software in the form of manuals and functional descriptions in printed or electronic form, as may be modified by Qlik from time to time.

**"Designated Support Engineer"** or **"DSE"** means a designated Qlik support resource who acts as Licensee's designated point of contact for all technical support matters.

**"Error"** means any verifiable and reproducible failure of the Software to materially conform to the Documentation.

**"Initial Response Time"** means the period commencing when an Error is first reported by Licensee's Technical Contact(s) in the manner required by this Policy and ending when a member of the Qlik technical support team logs the report and responds to the Technical Contact(s) by telephone, email or through the Support Portal.

**"Maintenance Services"** means the release of Updates to the Software, which Qlik elects to make generally available to Licensees.

**"Release Management Policy"** means the then-current release management policy describing the release cadence for the applicable Software as currently set forth at <http://www.qlik.com/license-terms>, and as may be modified by Qlik from time to time.

**"Self-Service Tools"** means the Knowledge Base (Qlik's online database of content and FAQs about the use and support of the Software), white papers, Community Forums, webcasts and other materials available in the Support Portal to Licensees that are current on Maintenance.

**"Severity 1 Error"** means any Error that has very serious consequences for normal business transactions and urgent, business critical work cannot be performed.

**"Severity 2 Error"** means any Error that (i) materially degrades the overall performance of the Software or (ii) materially impairs substantial functions of the Software published in the Documentation, but is not a Severity 1 Error.

**"Severity 3 Error"** means any Error that impairs the performance of the Software, but is not a Severity 1 Error or Severity 2 Error.

**"Software"** means the generally available release of Qlik's proprietary software in object code form, as well as the software API, licensed to Licensee under an agreement. Software excludes early release, technical preview, beta, free trial or evaluation versions as well as any extensions, objects, open source projects or code made available without charge on Qlik Branch or other developer forums, and any Qlik products which exclude Maintenance in the terms of use.

**"Software Family"** means a line of related Software or services provided by Qlik, which share similar functions and may share a common brand. For example, QlikView® and Qlik® Sense are separate Software Families.

**"Support Portal"** means Qlik's online support website available at <http://qliksupport.force.com>.

**“Support Services”** means the technical end user support for the Software as described in this Policy. Support Services do not include services performed onsite at any Licensee facility, consulting or education services, Maintenance Services or any services not expressly stated in this Policy.

**“Technical Contact(s)”** means Licensee’s personnel that have been identified by Licensee as the technical contact(s) for Licensee.

**“Update”** means any enhancement, modification or Error correction made available in accordance with the Release Management Policy for the applicable Software, which Qlik elects to make generally available to its customers as part of Maintenance Services. Updates do not include new or separate products which Qlik offers only for an additional fee to its customers generally.

## 2. Overview

- 2.1 Qlik will provide Licensee with Maintenance Services and Support Services for the Software in accordance with this Policy and the level of coverage purchased by Licensee as well as any applicable terms in the agreement for the Software, subject to Licensee’s timely payment of the applicable Maintenance fees or subscription fees,
- 2.2 Licensee is required to purchase Maintenance on all Software for a twelve (12) month period beginning on the delivery date of the Software (the “Initial Maintenance Period”). In addition, Licensee must maintain a uniform level of Maintenance across all licenses or subscriptions within the same Software Family. In order to purchase additional Software licenses or subscriptions, Licensee must be current on Maintenance for all previously purchased licenses within the same Software Family. Licensee may elect to upgrade the level of Maintenance at any time during a Maintenance Period, but such upgrade must apply to all Software licensed with the same Software Family. In the event the Licensee elects not to renew Maintenance, the non-renewal must apply to all licenses or subscriptions within the same Software Family. Notwithstanding the foregoing, any Software or subscriptions purchased as a bundle, package, or special promotion (e.g., enterprise licenses) must be maintained together at a uniform level, regardless of whether such Software or subscription purchase includes multiple Software Families, and cancellation of Maintenance by Software Family is not be permitted in such case.
- 2.3 Unless otherwise agreed in writing, Maintenance shall be automatically renewed for successive twelve (12) month periods (each, a “Maintenance Period”) unless Licensee provides Qlik with written notice of non-renewal at least forty-five (45) days prior to the end of the current annual period. Maintenance fees for any additional Software purchases will be prorated to achieve a common annual Maintenance Period with existing licenses, but does not relieve Licensee of its payment obligations for the remainder of the Maintenance Period. For avoidance of doubt, Licensee is responsible to pay the entire Maintenance Fee for the Initial Maintenance Period on all additional purchases of Software regardless of any proration of Maintenance Fees.
- 2.4 Reinstatement of lapsed or cancelled Maintenance will be subject to payment by Licensee of (a) the then-current annual Maintenance Fees payable for the 12-month period beginning on the date of reinstatement and (b) the aggregate Maintenance Fees that would have been payable for the relevant Software during the period of lapse in the absence of termination or non-renewal, provided that (i) the combined reinstatement fees are paid within twelve (12) months after the date of the lapse and (ii) Licensee pays Qlik a Maintenance reinstatement fee equal to twenty-five percent (25%) of the total Maintenance fees payable to Qlik for all applicable Qlik products licensed by Licensee. Reinstatement beyond this date will be at Qlik’s sole discretion. Reinstatement fees may be assessed once notice of cancellation or non-renewal is provided, even if a request for reinstatement is provided prior to the expiration of the current Maintenance Period.
- 2.5 Qlik may elect to make certain software publicly available under an open source license and free of charge on various online communities (“Extensions”). This Policy excludes Maintenance with regard to any Extensions. Support for Extensions is provided solely by the open source community. To the extent Extensions are used in connection with the Software, this Policy provides Maintenance for the Software and Software API only.
- 2.6 Qlik may elect to make certain software available free of charge for trial, evaluation or other purposes (“Freeware”). Maintenance for Freeware, if any, will be provided at Qlik’s discretion and in accordance with the license terms for such Freeware.
- 2.7 Unless otherwise expressly set forth herein, all references in this Policy to response times or communications from Qlik shall only apply during Qlik’s Standard Business Hours, regardless of when a support matter is reported to Qlik. Qlik’s “Standard Business Hours” mean from 08:00 to 17:00, Monday to Friday (excluding national and bank holidays) for the Support Center in the specific geographic region to which the applicable licenses are assigned in Qlik’s records. By way of example, Standard Business Hours for licenses assigned to New York in Qlik’s records would be 08:00 to 17:00, Eastern Time, Monday to Friday (excluding U.S. federal and bank holidays). Times expressed as a number of “business days” include Standard Business Hours. When used in this Policy, “Enterprise Business Hours” means from 08:00 to 17:00 for the Support Center in the specific geographic region to which the applicable licenses are assigned in Qlik’s records.
- 2.8 Any Support Services provided by Qlik hereunder via telephone will be provided in the English language or, as applicable, such other languages that may be specified on the Support Portal, which may change from time to time. The availability of support provided in

any language other than English is provided at Qlik's sole discretion and is not guaranteed by Qlik, and will depend on the location of Qlik's technical support personnel providing such support, including whether or not Licensee is entitled to contact that particular support line based on the type of Support Services purchased and Licensee's geographic location.

### 3. Support Levels

#### 3.1 Basic Support Coverage.

3.1.1 Scope of Coverage. Licensees who have purchased "Basic Support Coverage" from Qlik receive access to Qlik's technical support services for problem determination, verification and resolution (or instruction as to work-around, as applicable), via the Support Portal or a dedicated telephone number provided to Licensee by Qlik. Such technical support is provided during Qlik's Standard Business Hours. Licensee will also be entitled to receive Updates as well as access to the Support Portal and the Self-Service Tools as part of Basic Support Coverage.

3.1.2 Response Times. Qlik will use commercially reasonable efforts to respond (a) within the Initial Response Times set forth in the table below, to Severity 1 Errors reported by a Technical Contact to Qlik via telephone or (b) within the Initial Response Times set forth in the table below for Severity 2 and Severity 3 Errors that are reported by a Technical Contact to Qlik via telephone or the Support Portal. Qlik will respond to Licensee's Technical Contact by email or telephone or through the Support Portal. Qlik shall use commercially reasonable efforts, consistent with industry practice, to investigate such reports to determine whether there is an Error present. If Qlik determines that an Error is present, Qlik will use commercially reasonable efforts to correct the Error and/or provide a workaround, including, without limitation, by providing Licensee with an Update. Qlik will communicate with Licensee at least once each business day (with respect to any Severity 1 Errors) or otherwise as reasonably necessary based on the nature and type of Error (with respect to Severity 2 Errors and Severity 3 Errors) until the applicable Error is resolved (in accordance with Section 4.1 below) or work-around is provided. All responses and communications from Qlik to Licensee in connection with Qlik's provision of Basic Support Coverage will be provided during Qlik's Standard Business Hours.

Basic Support Coverage	
Severity Level	Initial Response Time
Severity 1 Error	2 business hours
Severity 2 Error	4 business hours
Severity 3 Error	1 business day

#### 3.2 Enterprise Support Coverage.

3.2.1 Scope of Coverage. Licensees who have purchased "Enterprise Support Coverage" receive, in addition to the elements of Basic Support Coverage described above, unlimited telephone support for Error determination, verification and resolution (or instruction as to work-around, as applicable) twenty-four (24) hours a day, seven (7) days a week, 365 days a year for Severity 1 Errors and 365 days a year during the applicable Enterprise Business Hours for Severity 2 and Severity 3 Errors.

3.2.2 Response Times. Qlik will use commercially reasonable efforts to respond (a) within the Initial Response Times set forth in the table below, to Severity 1 Errors reported by a Technical Contact to Qlik via telephone or (b) within the Initial Response Times set forth in the table below for Severity 2 and Severity 3 Errors that are reported by a Technical Contact to Qlik via telephone or the Support Portal. Qlik will respond to Licensee's Technical Contact by telephone or via the Support Portal. Qlik shall use commercially reasonable efforts, consistent with industry practice, to investigate such reports to determine whether there is an Error present. If Qlik determines that an Error is present, Qlik will use commercially reasonable efforts to correct the Error and/or provide a workaround, including, without limitation, by providing Licensee with an Update. Qlik will communicate with Licensee at least with the frequency set forth in the table below until the Error is resolved (in accordance with Section 4.1 below) or work-around is provided.

Enterprise Support Coverage*		
Severity Level	Initial Response Time	Communication Frequency
Severity 1 Error	30 minutes, 24x7	Every 4 hours, 24x7
Severity 2 Error	1 hour, 8x7	Every day
Severity 3 Error	4 hours, 8x7	Every 2 days

\*All severity levels will be initially logged and acknowledged by Qlik during Qlik's business hours in the region where the Error is reported. For Severity 1 Errors, provided that Licensee provides Technical Contacts in other regions that are available to help troubleshoot issues, all Errors will be addressed and handed over between regions for as long as the Licensee provides the available Technical Contacts in such region(s).

3.2.3 Support Case Handling. Errors reported by Enterprise Support Licensees shall be given priority case handling in a designated priority support queue. Further, Qlik will assist Enterprise Support Licensees in issue analysis to determine whether or not the technical issue is related to the third-party hardware or software. In order to isolate the issue, Qlik reserves the right to request that the third-party hardware or software be removed. Qlik may reach out to third-party vendors based on the established Technical Support Alliance Network (TSANet) to troubleshoot the issue. TSANet is a vendor-neutral global support alliance where companies work together to support mutual customers more effectively. Qlik will only engage TSANet for Licensees who are using supported configurations.

3.2.4 Update Information. Enterprise Support Licensees may contact Qlik Enterprise Support for information regarding Updates performed by Licensee, such as installation instructions, release documentation, and general guidance for multiple environments.

#### 4. Error Resolution and Escalation.

- 4.1 An Error is considered to be resolved upon the earlier to occur of the following: (i) Qlik and Licensee mutually agree in writing (including via email) that the issue or problem is resolved; (ii) Qlik has provided Licensee with an Update; (iii) Qlik is able to provide a reasonable and mutually acceptable technical work-around solution; (iv) any of Licensee's Technical Contacts requests that Qlik close the support case; or (v) the support case has been left open for ten (10) consecutive business days, during which period Qlik has not received a response from any of Licensee's Technical Contacts.
- 4.2 Exclusions. Notwithstanding anything in this Policy to the contrary, Qlik will have no obligation to provide any Support Services in connection with: (i) any issue or problem that Qlik determines is not due to any Error or deficiency in the Software (e.g., without limitation, issues or problems caused by stand-alone third party software products used in conjunction with the Software); (ii) any Errors or problems with the Software that are not reproducible; (iii) any Error or problem that is reported by Licensee via any Qlik support telephone number or email address associated with any geographic territory other than the one to which Licensee has been assigned on the Support Portal; or (iv) any Errors or problems with the Software that result from: (a) the use of the Software with software or hardware not designed for use with the operating systems approved by Qlik in the Documentation; (b) the use of the Software with hardware that does not satisfy the minimum system requirements specified by Qlik in the Documentation; (c) changes, modifications, or alterations to the Software not approved in writing by Qlik or its authorized representatives; (d) use of the Software other than in accordance with the Documentation and the Agreement; (e) use of other than a Supported Version of the Software as defined in the applicable Release Management Policy; or (f) Software provided on an evaluation basis or for which Licensee has not paid any maintenance fees. If Qlik does correct any of the Errors described in subsections (a)-(f) above, or otherwise provides support for Software that is not covered by the terms and conditions contained in this Policy, such Error resolution or Software support will be provided only following Licensee's written request and approval of all charges, and Licensee will be invoiced for such support at Qlik's then-current "time and materials" rates for such services. Without limiting any of the foregoing, Qlik has no obligation to provide support for any third party software, data, or other materials distributed or bundled with the Software. Licensee may elect to purchase Extended Maintenance services on certain non-Supported Versions of the Software by entering into an agreement with Qlik.
- 4.3 If any Licensee (i) believes that Qlik has failed to meet any of the response and/or communication frequency time frames with respect to any Errors reported to it in accordance with Sections 3.1.2 or 3.2.2, as applicable, or (ii) feels that the quality of the Support Services provided to Licensee by Qlik is not satisfactory, then Qlik encourages such Licensee to escalate the problem to the appropriate level of Qlik management as follows:

Hierarchical Escalation Levels	Notification to Regional Support Manager	Notification to Global Support Director	Notification to Vice President – Global Support	Notification to Global Sales Senior Vice-President
<b>Actions</b>	<ul style="list-style-type: none"> <li>• Corrective Measures</li> <li>• Resource Allocation</li> <li>• Monitoring of Progress</li> <li>• Review of Licensee Satisfaction</li> </ul>	<ul style="list-style-type: none"> <li>• Corrective Measures</li> <li>• Resource Allocation</li> <li>• Monitoring of Progress</li> <li>• Review of Licensee Satisfaction</li> </ul>	<ul style="list-style-type: none"> <li>• Corrective Measures</li> <li>• Monitoring of Progress</li> <li>• Review of Licensee Satisfaction</li> </ul>	<ul style="list-style-type: none"> <li>• Corrective Measures</li> <li>• Monitoring of Progress</li> <li>• Review of Licensee Satisfaction</li> </ul>
<b>Time Frame</b>	Twelve (12) hours	Forty-eight (48) hours	Seventy-two (72) hours	Five (5) business days

Qlik recommends that Licensee-initiated escalation begin at the regional support manager level and proceed upward, using the escalation guidelines shown above for reference, if the actions described in the foregoing chart are not taken to Licensee's reasonable satisfaction within the applicable timeframes.

## 5. Designated Support Engineer

- 5.1 Subject to Licensee's timely payment of the applicable DSE fees, and provided that Licensee has purchased Enterprise Support and is current on all Maintenance Fees, then Qlik shall provide the following DSE Services for up to four (4) Licensee Technical Contacts:
- Direct access to a Designated Support Engineer with knowledge of Licensee's environment
  - Service Implementation Plan
  - Fast-track into R&D for critical bugs
  - Weekly Progress Call
  - Quarterly on-site visits and service reviews
  - Access to beta releases

5.2 DSE Services are supplemental to Support Services, and are not available as a stand-alone service. The term of the DSE Services shall be for a period of twelve (12) months, commencing on the date that the DSE is assigned to Licensee ("DSE Services Commencement Date"), provided, however, that the DSE Services shall automatically terminate in the event that Support Services are not renewed by Licensee or are otherwise terminated. Provided that Licensee is enrolled in Enterprise Support at the time, Licensee may renew DSE Services upon payment of the applicable DSE fees. For avoidance of doubt, DSE Services are only available for Licensees who are current on Enterprise Support (and for Licensees with existing DSE Services who continue to renew). DSE Services are provided as a part of Maintenance pursuant to this Policy, and not as a consulting service.

## 6. Updates

In addition to its obligations under Sections 2 and 3 of this Policy, Qlik will make Updates available to all Licensees with a current Maintenance Agreement, when and if Qlik elects to make them generally commercially available. All Updates provided to any Licensee under this Policy will be made available, at Qlik's discretion, in a form of digital medium, or via the Qlik Software download site. Each Update will be provided together with the associated Documentation, in printed or electronic form, written in English or another language officially supported by Qlik. Unless otherwise agreed in writing by Qlik, Licensee shall be responsible for installation of all Updates.

## 7. Licensee's Obligations

- 7.1 The Licensee shall: (i) not request, permit or authorize anyone other than Qlik to provide any form of support services in respect of the Software; (ii) cooperate fully with Qlik's personnel in the diagnosis or investigation of any Error or other issue or problem with the Software; (iii) only report Errors to Qlik via the dedicated Qlik support telephone number or email address associated with Licensee's designated geographic territory as set forth on the Support Portal; (iv) be responsible for purchasing, installing and maintaining all hardware and operating systems required to use and support the Software; (v) be responsible for maintaining all third party software not explicitly licensed under the Agreement; and (vi) maintain an email address for electronic mail communications with Qlik.
- 7.2 Licensee's contact with Qlik in connection with Licensee's requests for support and reports of Errors shall be solely through its Technical Contact(s). The Technical Contact(s) shall: (i) serve as the internal contact(s) for Licensee's and its Authorized Affiliates' personnel who are authorized to use the Software per the terms of the Agreement; (ii) be responsible for initiating all requests by, and maintaining all records of, the Licensee and its Affiliates relating to Support Services; (iii) serve as the contact(s) with Qlik on all

matters relating to Support Services; and (iv) be responsible for providing information and support, as requested by Qlik, to assist in the reproduction, diagnosis, analysis, and resolution of Errors. The maximum number of Technical Contacts for each Licensee is three (3) for Basic Support Coverage, six (6) for Enterprise Support Coverage, and four (4) for DSE Service, regardless of the number or types or quantities of licenses purchased for the Software. Licensee shall ensure that its Technical Contacts comply with any reasonable training requirements for the Technical Contact(s) upon notification by Qlik. Subject to the previous sentence, Licensee may change its Technical Contact(s) by notifying Qlik in writing.

- 7.3 Upon reasonable request by Qlik, Licensee shall provide Qlik a detailed description of its IT system(s) within which the Software operates, together with the basic structure of that system, any operational disruption experienced by Licensee, and the effect of the disruptions on Licensee's operations.
- 7.4 If Licensee desires Qlik to provide support via remote access, Licensee shall ensure that a functioning system enabling Qlik to have remote access to Licensee's technical equipment is installed (subject to Licensee's reasonable security measures and policies) and that satisfactory communication between the parties' computer systems is possible. Licensee agrees to be solely responsible for protecting and backing up its equipment, software and data prior to any such access. Qlik accepts no liability in connection with remote access support.
- 7.5 Licensee will be responsible for primary support of its Authorized Affiliates in connection with their use of the Software in accordance with the terms of the Agreement. Licensee is solely responsible for: (i) distributing all Updates to its Authorized Affiliates; (ii) passing on to its Authorized Affiliates all support materials as appropriate; and (iii) providing software support, including operational instruction, problem reporting and technical advice to its Authorized Affiliates, in each case of (i), (ii) and (iii) above, as necessary to enable the Authorized Affiliate to continue to use the Software as authorized under the Agreement. Licensee will not refer any third party, including without limitation, any of its contractors, authorized end users or any Authorized Affiliate to Qlik for support of Software.
- 7.6 Qlik supports designated operating systems, not specific hardware configurations. If Licensee is running the Software on a virtual environment, Licensee and the virtual environment vendor will be responsible for any interactions or issues that arise at the hardware or operating system layer as a result of the use of a virtual environment. Qlik reserves the right to request Licensees to diagnose certain issues in a native designated operating system environment, operating without the virtual environment, as needed to determine whether the virtual environment is a contributing factor to the issue.
- 7.7 For certain services provided under this Policy, the transmission of machine logs may be required. For avoidance of doubt, Licensee shall not include any business sensitive and/or personal information via such transmissions. Accordingly, Qlik shall not be deemed a Data Processor under EU Data Protection Directive 95/46/EC (as amended) (the "Directive"). However, should Licensee send to Qlik any log files or other information containing personal data, Qlik will (i) comply with the Directive and any relevant national enacting legislation in relation to its treatment of that personal data as required under relevant, applicable law; and (ii) in accordance with Qlik's privacy policies from time to time in effect. Licensee shall take reasonable measures to limit the amount and sensitivity of such data provided to Qlik (by anonymization, for example). Qlik's privacy policies are available to view online at [www.qlik.com](http://www.qlik.com) under "Cookie and Privacy Policy."

## 8. Changes to Policy

Subject to the terms of the Software agreement, Qlik reserves the right, at its discretion, to change the Policy at any time based on prevailing market practices and the evolution of Qlik's Software products.

## 9. Disclaimer

THIS POLICY DEFINES A SERVICE ARRANGEMENT AND NOT A WARRANTY. THE SOFTWARE AND MATERIALS AND SERVICES RELATED THERETO ARE SUBJECT EXCLUSIVELY TO THE WARRANTIES SET FORTH IN THE APPLICABLE AGREEMENT. THIS POLICY DOES NOT CHANGE OR SUPERSEDE ANY TERM OF ANY SUCH AGREEMENT.

TO THE EXTENT THERE IS A CONFLICT BETWEEN A TRANSLATED VERSION OF THIS POLICY AND THIS ENGLISH VERSION, THE ENGLISH LANGUAGE VERSION WILL PREVAIL.

## CloverDX<sup>®</sup> Software Support Policy

This Software Support Policy ("Support Policy") describes the policies and procedures under which Javlin, a.s. ("Javlin") provides support services ("Support Services") for its proprietary software product(s) ("Software") to its customers (each, a "Customer"). Support Services are provided for the Software pursuant to the separate license agreement under which Customer has purchased Support Services ("License Agreement") and are subject to the terms and conditions of that License Agreement and the terms of this Support Policy. Support Services are provided for the term specified herein, or for the period otherwise specified in the License Agreement.

### Section 0 – Definitions

**Major Releases** (A.b.c) means generally commercially released major new releases, modifications or enhancements to the Software as designated by a change in the number to the left of the decimal in the version number. Major Releases are normally identified by the first number prior to the first decimal point. Major Releases do not include separate or different products marketed by Javlin under a different name even if such products are compatible with the Software.

**Minor Releases** (a.B.c) are normally identified by the first number immediately following the first decimal point. For example, 3.2 is a Minor Release of 3.0. Minor releases usually include feature improvements, new functions and cumulative bug fixes.

**Maintenance Releases** (a.b.C) means generally commercially released code corrections, patches, updates of the Software as designated by a change in the number to the right of the second decimal in the version number. For example 3.2.2 is a Maintenance Release of 3.2.

**Milestone Releases** (a.b.c.Mx) means generally commercially released code as a preview of the next Major/Minor Release. Milestone Releases are normally identified by the M(x) designation. For example 3.3 M1 is the first Milestone Release of Minor Release 3.3.

**Supported Platforms** Javlin supports use of the Software only on the platforms specified in the documentation supplied by Javlin with the Software. An updated list of Supported Platforms is provided in the manuals under chapter "System requirements." The manuals are available on the web page:  
[www.cloverdx.com/resources](http://www.cloverdx.com/resources)





**Supported Software – CloverDX Designer, CloverDX Server, CloverDX Cluster, CloverETL Designer, CloverETL Server, CloverETL Cluster**

**Maintained Software** - Maintained Software is available for sale and is fully supported in the Supported Platforms from the date upon which a product becomes Maintained Software, until the date it becomes Retired Software. Every Major Release or Minor Release has defined a release date from which the time is counted. Maintenance Releases do not change the timing.

**Retired Software** - Retired Software is not available for general sale and will be available for download. Ticket-based support is provided for Retired software. However Javlin will no longer provide feature developments or product enhancements for Retired Software. Support lasting depends on the support plan selected.

**End of Life Software** - Javlin may cease support for Retired Software after 12 (twelve) months from it has become Retired Software. Javlin shall keep an up-to-date list of supported versions and make end of life (or end-of-support) announcements in the Customer Portal. End of Life Software may be available for download.

**Support Plan** – Set of Support Services and arrangements which Customer selected at the time of purchase or in the time of Renewal. For details please see Section 4 – Support services overview.

**Customer Portal** is Javlin's online web-based customer portal located at <https://support.cloverdx.com>

**Renewal** - Unless otherwise agreed to in writing by the Customer and Javlin, Support Services will commence on the date of electronic delivery of the Software and will continue thereafter for an initial support term of one (1) year. Thereafter, Support Services shall be renewed upon Javlin's receipt of applicable payment from Customer. All terms and conditions hereof shall remain in effect during each one-year support term.

## **Section 1 – Overview**

**1.2** Support Services are provided via the Customer Portal, and additional methods as indicated on the Support Policy. This Support Policy sets forth expectations for Support between the Customer organization and Javlin's Customer Support organization, including:

1. Who is authorized to submit issues
2. How to submit issues
3. What types of issues are supported
4. How and when Javlin resolves and closes reported issues

## **Section 2 – Scope**

**2.1** What Support Services Include. If Customer is current on its payment for its Support Services, Javlin shall provide Customer with Support Services consisting of the following:

1. Web-based submissions of Incidents (as defined below) submitted by up to the number of designated Contacts (as defined below) as specified on the Support Policy.
2. Major Releases, Minor Releases, and Maintenance Releases of the Software.
3. Documentation and Users Guide distributed with the software and found on Javlin's website
4. Provision of guidance and troubleshooting to Customer in connection with questions and issues arising from the following Customer activities with respect to the Software:
  1. Installation: Support for installation includes providing guidance and troubleshooting in connection with Customer's downloading and installing of the Software.
  2. Configuration Issues: Support for configuration includes troubleshooting Customer's configuration settings for existing installations on Supported Platforms (as defined below) to ensure proper operation and connectivity.
  3. Usage: Javlin's qualified personnel can provide understanding in regards to Customer's "how to" questions related to standard and intended Software usage.

**2.2** Upgrades. Support Services may include new versions of the Software, when and if made commercially available by Javlin (Major Release, Minor Release or Maintenance Release). If Javlin labels the new version of the Software as an upgrade or update to Software previously licensed to you ("Previous Version"), Customer may replace the Previous Version (including all installed copies) with the new version.

**2.3** Efforts to Correct the Software. Javlin shall make commercially reasonable efforts to correct bugs or other errors in the Software. Customer acknowledges that Javlin is not required to correct every or any bug, error, or problem with the Software that it reports to Javlin or of which Javlin is otherwise made aware. Bugs are not corrected for Software declared as Retired or *End of Life*

**2.4** Support Exclusions. The following are excluded from Javlin's Support Services obligations:

1. Software that is used on or in conjunction with hardware or software other than as specified in the applicable documentation.
2. Altered or modified Software, unless altered or modified by Javlin.
3. Defects in the Software due to accident, hardware malfunction, abuse or improper use.
4. Any version of the Software for which Support Services have been discontinued by Javlin and/or version of the Software that has become End of Life Software
5. Free and Open Source Software distributed by Javlin or other Software provided at no charge.



6. Any Software sold separately by Javlin, including, without limitation, consulting code, unless generally made available to Javlin's customers at no additional charge for the Software.
7. Training, customization, integration and any issues arising from non-standard usage of the Software.

Any on-site services or remote access services (unless Javlin requests remote access to assist Javlin in understanding an issue).

**2.5 Additional Services.** Javlin separately offers a range of fee-based professional services to address issues related to:

1. Onsite product training
2. Installation services
3. Implementation and Integrations
4. Data Architecture
5. Performance tuning and Optimization
6. Template or Graph design
7. Process improvements
8. Other issues which Javlin advises Customer fall outside the scope of Support Services

## **2.6 Software Versions Supported**

1. Supported Versions: Javlin will provide Support Services only for the version(s) of the Software specified in the Support Policy or as specified at the time of purchase. Changes to supported versions shall be announced on the Customer Portal. Javlin's Support Services obligations apply to the Maintained Software.
2. Supporting services do not cover hardware, operating systems, networks, or third-party software. Customer understands that Javlin may need additional information as to its use of the Software in order to provide Support Services, and to upgrade the Software.
3. Milestone Releases: Milestones represent a preview of the next Major or Minor Release and are not intended for production usage. As such support is only offered until the next Milestone or Major or Minor release of which the Milestone is a subset.

## **Section 3 – Process**

**3.1** Customer shall obtain Support Services by reporting individual issues to Javlin. Each individual issue reported to Javlin shall be tracked from initial report through final resolution (each such issue, an "Incident").

### **3.2 Submission**

**Who May Submit Incidents.** Support Services are intended to provide assistance to individuals for issues and questions beyond what is covered in documentation and introductory material provided with the Software. Customers are expected to make every effort to ensure that the individuals that are designated as authorized contacts

are qualified to support the Customer teams internally. To be qualified, these individuals should know the internal build systems, tools, policies, and practices in use by the Customer, and they should also be proficient users of the Software. Each such qualified contact is a "Contact". Customer shall be entitled to designate the number of Contacts specified in the Support Policy as authorized to submit support Incidents. Customer may designate at least one authorized Contact at time of purchase, unless otherwise specified, who will be the person registering the license. That individual may submit change requests to the list of authorized support Contacts in writing through the channel(s) specified for the plan selected.

**How to Submit Incidents.** Incidents are to be submitted to Javlin by a Contact through the Customer Portal unless otherwise specified in the specific support plan in the Support Policy. The Support Policy specifies which communication channels are available for each plan offered.

**How to Report an Incident.** In order to expedite the resolution of Incidents, Javlin expects that Customer will make every attempt possible to:

1. Verify that the Incident is reproducible on the Supported Platforms for the Software (as applicable).
2. Provide information necessary to help Javlin track, prioritize, reproduce, or investigate the Incident, such as: Customer name, organization, version of Software, and license number.
  1. Provide a full description of the issue and expected results.
  2. Categorize issues (general question, defect, enhancement request, etc.).
  3. List steps to reproduce the issue and relevant data.
  4. Provide any applicable log files or console output.
  5. Provide exact wording of all issue-related error messages.
  6. Describe any special circumstances surrounding the discovery of the issue, e.g., first occurrence or occurrence after a specific event, Customer's business impact of problem, and suggested priority for resolution.
  7. Identify Incident number (i.e. support ticket number) in any ongoing communications with Javlin on an existing Incident.

### 3.3 Support Response and Incident Resolution

Response. For each Incident reported by Customer in accordance with these procedures, Javlin shall:

1. Confirm receipt of the reported Incident within the acknowledgement time specified in the Support Policy.
2. Set a Priority Level for the Incident in accordance with the terms below. Customer designated priority taken into account, but Javlin may elect to reassign priority at any time.
3. Respond to the Incident within the time specified in the Support Policy. Within the Response Time Javlin gives a proposal for solution based on initial information obtained.



4. Analyze the Incident and, as applicable, verify the existence of the problem(s) resulting in the Incident, which may include requesting that Customer provide additional information, logs, and re-execution of commands to help identify the root cause and dependencies of the reported issue.
5. Give Customer direction and assistance in resolving the Incident.
6. Keep a record of ongoing communications with Customer.
7. Use reasonable commercial efforts to resolve the Incident in accordance with the target response times set forth in the Support Policy.

**3.4** Prioritization. Javlin will prioritize Incidents according to the following criteria:

<b>Severity</b>	<b>Summary</b>	<b>Description</b>
URGENT	Software is absolutely unusable	Support Cases are the highest priority and receive first attention. A Severity 5 Support Case means the Software is completely inoperable and inaccessible to 100% of the Customer's users.
HIGH	Use of the software is strongly impaired	Support Cases are when the Software has severely impacted the performance of its intended use and is causing a material and adverse impact for a majority of the users; or, the Software is materially not operating within the documented functionality and it is impacting a majority of the Customer's users.
NORMAL	Use of the software is limited	Support Cases are when the use of the Software has impacted the performance of some of the users, or the Software is not operating within the documented functionality and it is impacting some of the Customer's users.
LOW	Use of the software is slightly limited OR Change request or suggestion	Support Cases are standard request for assistance and may include questions of how to use the Software. It also includes change request and suggestions - Support Cases are when the Software is operating within the documented guidelines and the Customer would like to record an idea for inclusion in future releases. Javlin will not provide feedback on enhancement requests. Low priority Support Cases are closed once the information has been recorded.

### 3.5 Resolution and Closure

1. Incidents shall be closed in the following manner: For solvable issues, depending on the nature of the issue, the resolution may take the form of an explanation, recommendation, usage instructions, workaround instructions, or advising Customer of an available software fix.



2. In the event that custom or unsupported plug-ins or modules are used, Javlin may ask, in the course of attempting to resolve the issue, that the Customer removes any unsupported plug-ins or modules. If the problem disappears upon removal of an unsupported plug-in or module, then Javlin may consider the issue to be resolved.
3. For issues outside of scope of Support Services, Javlin may also close issues by identifying the Incident as outside the scope of the Support Services or arising from a version, platform, or usage case which is excluded from the Support Policy.
4. Dropped Issues, Javlin will consider an open case dropped if the Contact has not responded to two (2) attempts or more made by Javlin to collect additional information required to solve the case. If Javlin has contacted the Contact twice and there has been no response, the case may be closed by the Javlin. If there is significant delay, 5 business days or more, in a response from the Contact Javlin may close the case.
5. Customer acknowledges that it may be necessary to update the installed version of the software to a new version in case Javlin decides to resolve the issue in this new version.

## Section 4 – Support services overview

<b>Service</b>	<b>Standard support plan</b>
<b>Response time</b>	3 business days
<b>Product workaround</b>	2 weeks
<b>Product fix (issues severity level 1 and 2)</b>	Next release if there is no release in progress
<b>Change request (issues severity level 0)</b>	Autoclose, confirmation of recording.
<b>Incident analysis</b>	5 cases/month
<b>Custom code debugging</b>	CTL yes, Java no
<b>Retired</b>	12 months from release
<b>End Of Life</b>	24 months from release
<b>Remote guidance</b>	No
<b>Call in support</b>	No
<b>Phone availability</b>	N/A

**\*\*\* END OF DOCUMENT \*\*\***

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