

2020-457

Software Service Contract

between

1st Scionics Computer Innovation GmbH, represented by the [REDACTED] Löscherstraße
16, 01309 Dresden, Germany

"Scionics"

and

2nd Ústav molekulární genetiky AV ČR, v. v. i. / Institute of Molecular Genetics of the Czech
Academy of Sciences, v.v.i. represented by the director Petr Dráber, Videnska 1083, 14220
Prague 4, Czech Republic

"Client"

1. Contents

Scionics offers 3 levels of PyRAT Transgenic service and support: Bronze, Silver, and Gold. Subscription length is limited to one, two or three years. All Service Levels are described in attachment 1.

Client chooses the following service package, subscription length, and payment option:

Bronze Level		1 Year			
Silver Level		2 Years		Yearly payment	X
Gold Level	X	3 Years	X	Payment in full	

for a period of time from 01.06.2020 until 31.05.2023 at the price of 35.400 € plus legally required tax.

Client will pay 11.800 € at the beginning of each service year within 30 days of billing.

2. Clauses

2.1 The general terms and conditions attached to this Contract as Attachment 3 are part of this Contract (order of validity: Contract, Attachment 1, Attachment 2, Attachment 3, Attachment 4).



2.2 Scionics is entitled to transfer claims from this Contract or claims associated with this Contract to related companies or third parties.

2.3 Each person signing below and each Party on whose behalf such person executes this agreement warrants that she/he/it has the authority to execute this Agreement.

2.4 By signing this Contract, Client confirms the receipt of all attachments.

Attachment 1: Offer SC2003312PT

Attachment 2: Description of PyRAT Transgenic's Service Levels

Attachment 3: General Terms and Conditions of Scionics Computer Innovation GmbH

Attachment 4: Special provisions for the contract registry

I agree and hereby confirm to have received and to understand all attachments referenced above.

Scionics Computer Innovation GmbH

[Redacted signature area]

Name:
Date, Location:

20-05-2020

[Redacted signature area]

Name:
Date, Location:

20.5.2020

**Institute of Molecular Genetics
of the Czech Academy of Sciences
Vidaňská 1083, 142 20 Prague 4
Czech Republic**

(1)

[Redacted area]



Scionics Computer Innovation GmbH, Löscherstr. 16, 01309 Dresden

Attachment 1: Offer



Institute of Molecular Genetics of the ASCR
Videňská 1083
142 20 Prague 4
Czech Republic

Offer: PyRAT Transgenic Service

Date: March 31, 2020
Offer-ID: SC2003312PT

Dear

We very much appreciate your interest in our PyRAT services and support.

As discussed please find our offer for a new PyRAT Transgenic service contract below (Gold Level, 3 years). The description of the Service Levels can be found in the Appendix 1.

This offer is valid until **June 30, 2020**. Scionics' general terms and conditions apply.

DESCRIPTION	QUANTITY	PRICE
PyRAT Transgenic Service (3 years)	1	yearly
Gold Level Service Package, 3 years subscription length (see Appendix 1), from 01.06.2020 to 31.05.2023. This includes:		11.800,00 €
<ul style="list-style-type: none">• Cost-free updates of the licensed software including the corresponding documentation• Cost-free upgrades of the licensed software (usually semiannual) including the corresponding documentation as a result of steady development and maintenance• The resolution of up to 40 inquiries per service year.• One day of on-site user training per service year (travel and accommodation expenses are to be paid by Client)		
Total amount		*11.800,00 €

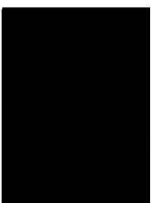
* If your organization is VAT-liable, Scionics will not charge German VAT. In this case, your organization is responsible for declaration and payment of any VAT due under Article 196 of the EU VAT Systems Directive. Please provide Scionics with your VAT number and your assurance that PyRAT is being utilized by the VAT-liable portion of your organization.

If your organization is not VAT-liable, Scionics will charge 19% German VAT in addition to the total charge stated above.

Scionics Computer Innovation GmbH
Löscherstraße 16, 01309 Dresden
Tel: +49 (0) 351 202 707 00
Fax: +49 (0) 351 202 707 04
E-Mail: contact@scionics.com

Geschäftsführer
Handelsregister: Dresden HRB 20337
Sitz der Gesellschaft: Dresden
USt-IdNr.: DE813263791

Bank: Commerzbank
BLZ: 672 800 51 – Konto: 463 797 500
IBAN: DE23 6728 0051 0463 7975 00
BIC: DRESDEFF672





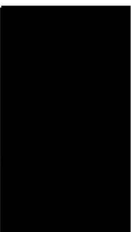
Sincerely,



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Attachment 2: Description of PyRAT Transgenic Service Levels

Three different Service Levels are available for PyRAT Transgenic: Bronze, Silver and Gold. Regardless of the chosen level, all three Service Levels include a number of general services. The three Service Levels do differ in terms of the extent and costs for client inquiries and on-site support as well as the respective annual fees.

1. General Services

All Service Levels include:

1. Cost-free updates of the licensed software including the corresponding documentation.
2. Cost-free upgrades of the licensed software (usually semiannual) including the corresponding documentation as a result of steady development and maintenance with regard to client feedback.
3. Remedy of defects of the licensed software. The response time for critical problems (e.g. repeated crashes, unable to log in, etc.) is two hours.

2. Client Inquiries (phone and/or email)

Scionics gives advice and support to Client regarding any questions and problems that might arise from the common usage of the licensed software (e.g. data imports, technical advice, usage questions, etc.). Depending on the chosen Service Level, a certain number of cost-free inquiries per service year (phone and/or email) are available for Client:

Service Level	Max. number of cost-free inquiries	Response time
Bronze	20	2 business days
Silver	30	1 business day
Gold	40	1 business day

If Client has used up the maximal number of cost-free inquiries per service year in accordance with his/her service package, every additional inquiry will be charged as follows:

- Service Level Bronze: **110 EUR** (plus VAT)
- Service Level Silver: **95 EUR** (plus VAT)
- Service Level Gold: **70 EUR** (plus VAT)

If Client wishes individual changes, adjustments and/or enhancements of the licensed software itself, this will usually be charged separately and is not part of the service package.

3. On-Site Support

Scionics offers on-site support, if desired by Client (e.g. for the installation of the licensed software, consulting and/or user training).

For all Service Levels, the costs of the on-site support are to be paid by Client. These costs comprise:

- travel and accommodation expenses
- service and training time after executed hours

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Depending on the chosen Service Level, the hourly wage of the service and training time differs:

- Service Level Bronze: **110 EUR** (plus VAT)
- Service Level Silver: **95 EUR** (plus VAT)
- Service Level Gold: **70 EUR** (plus VAT)

The Service Level Gold includes a special feature: for one day of user training per year Client is not charged with the accrued service and training time (travel and accommodation expenses are to be paid by Client).

4. Service Hours

For all Service Levels, the following service hours for client inquiries and on-site support apply: Monday to Friday, 8 am to 6 pm. Exempted are all public holidays in Saxony.

5. Annual Fee for Service Packages

The annual fee of each Service Level amounts to:

- Service Level Bronze: **8 000 EUR** (plus VAT)
- Service Level Silver: **10 000 EUR** (plus VAT)
- Service Level Gold: **11 800 EUR** (plus VAT)

Service contracts can be concluded for a duration of one to three years. Fees can be paid either annually or altogether in advance for the total contract duration (see 6. Sales Discounts).

For service contracts with a duration less than three years, an annual automatic prolongation of the service contract can be agreed upon. The annual fee increases with every automatic contract prolongation by 3 %.

6. Sales Discounts

For service contracts with a duration of two or three years, full payment of the total fees in advance will result in a 4 % discount for a two year subscription and a 8 % discount for a three year subscription.

For every Service Level the total fees including the discount amount to:

Contract duration in years	Bronze*	Silver*	Gold*
1	8 000	10 000	11 800
2	15 360	19 200	22 656
3	22 080	27 600	32 568

* Total fees rel. to contract duration in EUR, incl. discount: 4 % (2 years) resp. 8 % (3 years), plus VAT.

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Attachment 3

General Terms and Conditions
of
Scionics Computer Innovation GmbH

1. Scope of Relevance

All contracts with Client are concluded exclusively on the basis of the following general terms and conditions which also apply to all extensions, sequential contracts and new contracts between the (contracting) parties. Possible general terms and conditions of the contracting partner are nullified. Agreements differing from this only apply when they are explicitly agreed upon in a contract or have otherwise been confirmed by Scionics in writing. This also applies when Scionics, in awareness of possible diverging conditions, performs deliveries or services without reservation.

2. Cooperation in Licensing, Purchase and Maintenance

2.1 Scionics performs the installation, as well as all services and sequential services, exclusively via electronic communication/the internet. On-site installation and services require separate agreements.

2.2 For installation, upgrading Software and on-going services during the performance of the Contract, upon notification that Scionics will require access to Client's software and/or hardware, the Client will ensure the unhindered and free-of-charge access to such. In case of a breach of this obligation on the part of the Client (e.g. as a consequence of alterations in the technology used), Scionics' contractual obligations are suspended. This does not apply to a solution hosted by Scionics.

2.3 In case of installed software, the Client is solely responsible for the data back-up before the installation and throughout the course of the Contract. No claim can be made against Scionics for a replacement or of lost data stored by the Software. In the case of lost Software, Scionics has no obligation to replace or deliver the Software except under the terms of an active (Client currently paying) service contract.

Scionics is willing to back up data in an adequate form on the basis of a separate agreement.

3. Conditional Sale, Retention of Title, Offset of Claims

3.1 Until the purchasing invoice is paid in full and until the payment of all accounts formerly rendered by Scionics have been completed, including all ancillary outstanding accounts, the products delivered remain under the ownership of Scionics. Products that are licensed to a Client remain under the ownership of Scionics regardless of payments. Solely the use-rights set forth in the Contract are obtained by the Client.

3.2 Client is entitled to offset only claims that are uncontested or are legally established.

3.3 Client is not entitled to assign or transfer the licensed software in whole or in part to his own employees or to a third party in any form, except as set forth in this section. Client licenses the Software exclusively in the form of a version to be installed on their server and to be used only to manage animals housed in the sites specified of their institution listed in their license agreement and only by their own employees as well as students, professors, contractors, collaborators, and customers of the Client. Except as set forth in the foregoing sentence, Client is not entitled to allow access to the Software to a third party or to use the Software on behalf of a third party, including affiliated companies, institutions or sites.

3.4 The Software is copyrighted and trademarked. Scionics does not assign any rights of use or exploitation rights to Client which exceed the use of the Software set forth in this Contract. Any further use, utilization, alteration, adaptation or duplication of the Software not permitted by this Contract, as well as any kind of error correction or debugging attempt, is prohibited and may be liable to prosecution. Only within the scope of compulsory legal regulations or upon explicit written permission is Client allowed to decompile, test, analyze or copy the entire program.

4. Warranty

4.1 Transfer of Risk occurs at the point when the software is installed on the Client's server and thus leaves Scionics' sphere of influence.

4.2 Scionics licenses Software on an "as is" basis without any warranties or guarantees. This also applies to services.

4.3 Material defects are to be reported in writing immediately or at the latest 14 days after receiving the product (the installation) or the service. Defects not evident during the first 14 days after installation need to be reported in writing at the latest 14 days after the defect is noticed. Otherwise the product or services

are deemed to be approved despite the presence of the defect. Scionics cannot refer to this provision if the defect has been fraudulently concealed.

4.4 The software is for standard use, not for any Client's particular purpose. The Client accepts that no software is error-free and appropriate for every conceivable application. Scionics makes no guarantee that the software functions satisfy the demands of the Client.

4.5 In case of a material defect in software, Scionics will correct, improve or replace the software at Scionics' discretion. Except with respect to intentional acts and omissions and gross negligence, each party's aggregate liability to the other party under this Agreement is limited to the amounts paid by Client to Scionics for the Software and services related thereto.

5. Miscellaneous

5.1 Any changes or additions to the Contract or GTC must be in writing.

5.2 In the event that any provision of the offer, Contract or GTC is found to be or becomes null, void or illegal or should the Contract contain an omission, the enforceability of the remaining provision should not be affected thereby. Instead of the provision which is null, void or illegal, a valid provision is deemed as agreed upon which comes closest to what the parties intended; the same applies with respect to an omission.

5.3 Scionics and Client are not, nor are obliged to, participate in an alternative dispute resolution according to § 36 VSBG (the German law on alternative dispute resolution for consumers).

Attachment 4

Special Provision for the Contract Registry

- The contracting parties take note of the fact that the Institute of Molecular Genetics of the Czech Academy of Sciences is subject to the duty of publishing contracts governed by private laws mentioned in Act No. 340/2015 Sb., on the Contract Registry.
- The contracting parties agree with publication of this Contract in the Contract Registry, including all data mentioned in the Contract. The other contracting party binds itself to document the legal reasons for potential non-publication of particular data of this Contract to the Institute of Molecular Genetics of the Czech Academy of Sciences on the date of concluding this Contract at the latest.
- The contracting parties have agreed that publication of this Contract will be provided by the Institute of Molecular Genetics of the Czech Academy of Sciences within three days after the Contract conclusion. In case that the Contract is not signed by the contracting parties simultaneously, each party binds itself to send the signed Contracts to the other party immediately after its signing by the respective party.
- This Contract enters into force by signing of the contracting parties, or in the case that it is not signed between attendant parties, by the day of delivery of the Contract signed by the last contracting party to the other contracting parties. This Contract enters into force on the date of publication in the Contract Registry.