

RODOS Maintenance and Support Contract

(KIT-Contract Offer No. 20008685)

between

Karlsruhe Institute of Technology (KIT),
Large-scale Research Sector,
Kaiserstraße 12, D-76131 Karlsruhe, Germany,

hereafter referred to as the **Provider**,

and

National Radiation Protection Institute
Bartošková 1450/28, 14000 Praha 4
Czech Republic
ID: 86652052
VAT-Id: CZ86652052

hereafter referred to as the **RODOS User**

§ 1 Purpose of the contract

The purpose of this RODOS Maintenance and Support Contract (hereinafter referred to as "Contract") is to allow the RODOS User the sustainable and operational application of the RODOS system within the RODOS User's emergency management environment with the help of the Provider covering support and maintenance of the software.

This Contract does not grant any license to the RODOS Software. The granting of licenses to the RODOS software is subject to the "Agreement on the use of the RODOS-SYSTEM by third parties" which has to be concluded separately.

§ 2 The Extended Rodos User Group (ERUG)

By signing the present Contract, the RODOS User becomes member of the 'Extended Rodos User Group (ERUG)'. Each member of the ERUG has the same rights within the group. The ERUG chooses the representative of one member as chair person. The ERUG should meet at least once per year. In general decisions by the ERUG (e.g. about software development) are taken by consensus. If consensus cannot be achieved then decisions can be made by majority vote each member having one vote. In case of an equal vote the vote of the chair person will be the deciding vote. Members of the ERUG will not hold each other liable for claims of another ERUG-member. Each ERUG-member, including the RODOS User meant in this Contract, guarantees the other ERUG-members that no rights of third parties are violated by closing this Contract and give each other warranties against claims from third parties on this subject.

§ 3 Description of services

The Contract covers the following services of the Provider:

3.1. Software patches and software support:

The Provider delivers software patches at least once a year to the RODOS User. Any new version of JRODOS or a patch will be provided via download from a secured web server. The patches contain bug fixes and updates of the software. The Provider provides assistance - on request of the RODOS User - for installation of patches.

3.2. Bug tracking system:

The Provider operates a bug tracking system which is accessible (write and read) to all RODOS Users, response times to new entries in the bug tracking system as described under 'availability of Provider'. The bug tracking system allows for assigning priority levels for bugs (for handling of critical bugs see also 'availability of Provider').

3.3. Documentation:

The Provider provides a full documentation of the software (in English; including information about system administration, system configuration, backup and recovery procedures, etc.), which is updated regularly reflecting all relevant changes in the software. The documentation includes:

- user guide (for latest version);
- knowledge base for known solutions to problems as an additional source for 'online self service';
- "How-to's": guidelines for standard operating procedures
- list of recommended / tested hardware and platforms / platform versions;
- discussion forum moderated by the Provider.

3.4. Training:

If requested by the ERUG a yearly training course has to be organised by the Provider, if possible directly before or after the yearly meeting. No course fee will be charged to the RODOS User (see also "sharing of costs"). Travel costs, including accommodation costs, have to be covered by the RODOS User.

3.5. Meetings:

A yearly meeting is organised by the chair person for all RODOS Users with support and maintenance contracts (the ERUG), travel costs, including accommodation costs, have to be covered by the RODOS User.

3.6. Software development:

All RODOS Users within the ERUG decide on further software development during the yearly meetings. The aim of the ERUG is to have one version of the RODOS system.

3.7. Support / Hotline / Help in case of software or system problems and malfunctions:

The Provider provides telephone / email / bug tracking system support with competent personnel under the conditions described under 'availability of Provider' as service for the RODOS User. Additionally, assistance via remote administration (e.g. for installation of patches, configuration) is also provided by the Provider.

§ 4 Volume of work

The volume of work by the Provider for each RODOS User is currently 44 hours per year and it covers all services as described above under § 3. "Description of services". Up to 50% of this volume can be transferred to the following year. If services are provided to more than one RODOS User, the work load of the Provider is distributed evenly on all RODOS Users with a support and maintenance contract (see sharing of costs). The Provider will provide an estimation of work for each task requiring more than 10 working hours to the RODOS User (for user-specific services) or the ERUG (for common services) in advance. The Provider provides the RODOS User with information on the possible fulfillment of the yearly volume of work in advance. The Provider provides a report for all RODOS Users with a support and maintenance contract with a brief description of the services performed for the RODOS User and the common services performed for the ERUG after the end of the contracting period.

§ 5 Payment

5.1. The Contract payment shall be done on a one-year base. The remuneration of the Contract is in total € 5,000.-- for the first contract year. In each subsequent contract years the remuneration shall automatically increase by 3% compared to the previous contract year, without the need for a separate agreement between the two contracting parties.

The remuneration shall be paid within 30 (thirty) days after a corresponding invoice has been issued. Should the invoice not be paid within 30 (thirty) days from the invoice date, the Provider will charge late payment interest of 1.5% per incident without further reminders to the RODOS user in writing as well as a fixed processing fee of 0.5% per month.

5.2. In addition, the Provider reserves the right, if necessary, to apply other rates of increase of the remuneration than those mentioned in sec. 5.1 or to provide a different number of hours per year than specified in sec. 4. But in this case the Provider shall inform the RODOS user about this **particular contract change** 10 weeks before it comes into effect. If the RODOS user does not object to this change within 3 weeks of receipt and does not make use of his right of termination under Section 8.3, the increase will take effect at the time specified in the notification. No further addendum to this contract is required for this.

5.3. All prices shall be understood plus the legally VAT (Value Added Tax) as far as legally provided. The RODOS user shall pay any taxes incurred, such as foreign withholding tax, use tax, wealth tax, excise tax, service tax or similar taxes, duties, and other fees. In case the Provider- obliged to pay such taxes, the RODOS user shall reimburse to the Provider these taxes as well as all pertinent costs or expenses, interests, and fines. The RODOS user shall be obliged to make available all data and information (such as confirmation of registration as a tax-payer e.g. VAT-TAX IDENTIFICATION NUMBER) to the Provider required for proper invoicing.

§ 6 Sharing of costs

The efforts of the Provider required for software patches including bug fixing (no matter who has reported the bug), bug tracking system, documentation, training,

meetings, software development (if decided by the ERUG) is distributed evenly to all members of the ERUG (i.e. these costs are shared by all members evenly). Individual services in the field of § 3 g) 'Hotline / Support / Help' are accounted (by the Provider) to the volume of work of the individual RODOS User.

§ 7 Sub-contracting

The Provider is allowed to sub-contract other companies for delivering the services as defined in this Contract, nevertheless the overall responsibility stays with the Provider. In case the subcontracted company charges hourly rates higher than the rates of the Provider taken as the basis for the yearly volume of work and payment, the total hours of work per year as per section 'Volume of work' shall be adjusted accordingly. The Provider will provide information about each sub-contracting party, the hourly rates charged by it and the total number of work hours provided by the sub-contracting party in the yearly invoice. The Provider warrants to the ERUG that on all subcontracts German law will be applicable and German courts will be competent.

§ 8 Contracting period

8.1. This Contract becomes valid on the day of signing by both contracting parties.

8.2. The first contract year starts on 01.01.2025 and runs for 365 days. The Contract shall be extended automatically by one year after the end of the above term or each renewal period, unless it is cancelled with six months' notice to the end of the above term or each renewal period.

8.3. In addition, the RODOS user has the right to terminate the contract in the event of a particular contract change in accordance with Section 5.2. of this contract. The notice period in the event of such a contract change is 6 weeks to the end of the quarter. Termination shall be in writing to be effective.

8.4. The Contract terminates automatically if the "Agreement on the use of the RODOS-SYSTEM by third parties" is terminated.

8.5. The Contract may be terminated prematurely without any period of notice for an important reason only. Termination shall be in writing to be effective. An important reason shall be, among others, the suspension of Contract execution for more than six months due to force majeure according to § 17.

8.6. In case of a termination of the Contract, the Provider shall no longer perform any further contractual services after the time of termination.

The RODOS User shall pay the Provider for all services rendered until the time of termination. After that time, the RODOS User shall reimburse the Provider for any expenses still arising in connection with the execution of the Contract and compliance with legal obligations (in particular personnel costs), unless the Provider fails to fulfill his obligation to provide for termination of the services in due time.

§ 9 Contact Details

Provider / responsible technical person:

Karlsruhe Institute of Technology (KIT), Institute for Thermal Energy Technology and Safety (ITES), formerly Institute for Nuclear and Energy Technologies (IKET), Dr.

Sadeeb Simon OTTENBURGER, Head of department 'Resilient and Smart Infrastructure Systems (RESIS)' former Accident Management Systems (UNF)

KIT-Tax number: DE266749428
Bank: LBBW/BW Bank, Stuttgart / Germany
IBAN: DE18 6005 0101 7495 5012 96
BIC: SOLADEST600

RODOS User / responsible technical person:
Ing. Anna Selivanova

§ 10 Delivery of services

The delivery of the services as defined in this Contract can be either by data transfer via email or file transfer, by remote access of the Provider to the RODOS User's hardware, or by support via telephone or email. Services requiring travel of Provider's personnel are not covered by this Contract, but can be ordered by the RODOS User as additional service of the Provider (costs are charged separately to the RODOS User).

§ 11 Availability of Provider

The Provider guarantees the availability of support during normal working days and working times (09:00 local time - 16:00 local time; working days and times according to German conditions). The response time for a request of the RODOS User is one working day for the initial response (includes first contact between Provider and RODOS User and first analysis of the request). Critical bugs have to be solved within five working days.

§ 12 Software covered by this Contract:

This Contract covers all software of the RODOS system, for both the Linux and the JRodos version, in each case the latest official release version and all previous versions released within the last 365 days. Individual extensions or adaptations of the system are only covered if agreed in writing by both RODOS User and Provider.

§ 13 Ownership of software

RODOS-SYSTEM: The software covered by this Contract is owned by the consortium of RODOS developers (including new developments in the framework of this Contract). This developer consortium has agreed that KIT can speak and act on behalf of this consortium. In case KIT cannot continue with the support and maintenance of the software, all source code will be transferred to another organisation as decided by the ERUG (thus guaranteeing the availability of the source code in such a case and allowing for further maintenance and support).

§ 14 Hardware and operation system maintenance and support

The maintenance and support of the hardware, network environment and operation system is expected to be covered by the local provider of the equipment, including standard maintenance procedures for the hardware and operation system, and thus is not covered by this Contract.

Nevertheless the configuration of hardware, network environment and operation system should be clearly and precisely specified in the documentation by the Provider. An updated information describing known limitations and problems and

giving guidance on problem solving is provided by the Provider, which is accessible (read and write) for the RODOS User.

§ 15 Liability

The Provider shall execute the Contract with due and proper care and diligence according to the state of the art known to it. The Provider shall not assume any guarantee for a specific research and development result being reached, for the economic or technical usefulness of the results, or for the results being free from any rights of third parties.

The Provider shall only be liable for damage to property and pecuniary damage caused by intent and gross negligence.

In case of violation of major contractual obligations, the Provider shall be liable for intent and negligence. In case of simple negligence, liability shall be limited to foreseeable, direct damage typical of this type of contract. Major contractual obligations shall be obligations protecting essential legal positions of the Contracting Parties they have to be granted under the Contract in terms of subject matter and purpose. Major contractual obligations shall also be those whose fulfillment makes proper execution of the Contract possible and on observance of which the Contracting Party can regularly rely.

The limitations/exclusions of liability shall not apply to claims under the Product Liability Act, claims based on fraudulent behavior, liability for guaranteed characteristics, and injuries of life, body, or health.

The RODOS User shall indemnify the Provider from any claims by third parties connected with the execution of the Contract unless liability is based on intentional or grossly negligent actions of the Provider.

To the extent to which liability of the Provider is excluded or limited, this shall apply also to the personal liability of representatives and employees of the Provider and other persons used by the Provider to perform his obligations.

§ 16 Confidentiality

Any documents and information obtained by one Contracting Party from the other Contracting Party during the execution of the Contract and marked confidential shall be treated confidentially and not disclosed to any third party for three years after the end of contract.

Third parties shall not be members of bodies of the Provider and members of the Provider according to the Landeshochschulgesetz (Baden-Württemberg Higher Education Act).

Oral information shall be treated confidentially as outlined under the confidentiality obligations above only if designated confidential during communication and then summarized in writing, marked confidential, and transmitted to the other Contracting Party within a period of 30 days after communication.

The above confidentiality obligation shall not apply if and to the extent to which the respective information/object

- is generally known, or
- becomes common knowledge without the receiving party's fault, or

- is received by a third party without any confidentiality obligation, or
- already exists at the receiving party, or
- has been developed or is developed independently by the receiving party irrespective of communication, or
- has to be disclosed due to a law or an administrative or court order or if a legal right of publication cannot be restricted.

§ 17 Force Majeure

No Contracting Party shall be liable for non-performance with any one of its obligations if this non-compliance is due to reasons beyond its control or to one of the following reasons in particular: fire, natural catastrophes, war, seizure or other administrative measures, general shortage of resources, limitation of energy consumption, labor disputes, or violations of the Contract by subcontractors for one of these reasons.

§ 18 Governing law

This Contract shall be governed by and construed in accordance with the laws of Germany.

§ 19 Legal forum

All disputes arising in connection with this Contract shall be settled by the competent German Courts.

§ 20 Miscellaneous

Contract execution by the Provider shall be subject to the absence of any obstacles barring execution due to national or international customs and foreign trade regulations, embargos and/or other sanctions.

Any modifications, amendments, and other agreements relating to the Contract shall be in writing to be effective. This shall also apply to any waiver of this requirement of written form.

Any and all previous agreements on the subject matter of the Contract between the Contracting Parties shall be replaced by this Contract. However, the "Agreement on the use of the RODOS-SYSTEM by third parties" will continue to stay in force.

Individual software development or software adaptation is not included in this Contract, but is subject to a separate written agreement between the RODOS User and the Provider at conditions customary on the market.

The RODOS User shall have the right to set off payments only for undisputed or legally established claims. The RODOS User shall only be entitled to withhold payments if they are based on the same legal relation.

The Provider shall have the right to process data in connection with this Contract according to the corresponding German legal regulations.

The Provider shall be obliged to observe data secrecy under Article 3, Para. 2, Baden-Württemberg State Data Protection Act (LD SG) and Article 5, Federal Data Protection Act (BDSG), respectively. The Provider shall guarantee to obligate to data secrecy in writing his employees involved in the execution of the work unless they are obliged to maintain data secrecy anyway by collective agreements, individual agreements, or for other legal reasons.

If personal data are processed within the framework of the execution of the Contract as per Article 28, DS-GVO a separate contract data processing agreement in the sense of Art. 28, Para. 3, DS-GVO shall be concluded. Information about data processing in this connection can be taken from the “Data Protection Declaration for Deliveries and Services by KIT” available on our homepage under <https://www.evm.kit.edu/english/962.php>.

National Radiation Protection Institute	Karlsruhe Institute of Technology (KIT)
Date:	Date:
Name:	Name:
Signature:	Signature:
Mgr. Aleš Froňka, PhD.	signiert Karlsruher Institut für Technologie (KIT) K.d.ö.R. 05.12.2024 i.A. Andreas Judt
Name:	Name:
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