

Standard Aimtec Company Conditions

Licence Terms and Conditions for DCIx Products

1 Introductory provisions

- 1.1 These Terms and Conditions govern the rights to use the Product provided by the Author under the Contract, they are defined according to the law No. 121/2000 Coll., about copyright and rights related to copyright, and amending some laws (Copyright Act), hereinafter referred to as the Copyright Act.
- 1.2 No contract party can assign their rights and duties resulting from this contract to any third person.

2 Definition

- 2.1 The Author of the DCIx software product, owner of exclusive personal and property rights to the DCIx Software and to derived Products according to the paragraph 2.2 is the company AIMTEC a. s., with the registered office at U Prazdroje 2807/8, 301 00 Plzeň, Czech Republic. In other contractual documents, the Author can be also referred to as a Supplier.
- 2.2 The Product includes Software and Documentation.
- 2.2.1 Software is an information system for management of logistics and production processes, created by the Author under their business name and the "DCIx" registered trade mark. Software was assessed by officially appointed expert under the Ref. No. 37/11-2917 as of December 15th, 2011.
- 2.2.2 Documentation includes context product documentation, database chart, documentation of pre-set processes, particularly in electronic form.
- 2.3 Installed product is Software installed on hardware infrastructure, in some case in virtual environment, for the benefit of Customer.
- 2.4 Identification key is technical means, which specifies the hardware or software infrastructure, which is used for installation and operation of Installed Product; it is used for License Key generation.
- 2.5 License Key is technical means, governing the License scope at the Customer/End User and safeguarding the Product Author's rights. Software can be used with a valid license key only. License Key allows the Software usage in the scope accordant with provided License for the key validity period. If the provided License scope is exceeded, Software usage can be limited. License key can be provided for a limited period of time, or for an indefinite duration.
- 2.6 Instance (Instance) is a DCIx System installation over the Microsoft SQL database server (including productive, archive, testing, and prototyping databases) and Jakarta Tomcat application server (containing productive, archive, testing, and prototyping servers).
- 2.7 Productive Instance is an environment, wherein the value-creating processes of the customer are implemented. This environment is established for data reading and writing.
- 2.8 Archive Instance is an environment, whereto the defined data are transferred from the productive environment in defined periods. This environment is established for data reading.
- 2.9 Test Instance and Prototype Instance are environments serving for testing and evaluation of processes designed for productive environment. This environment is established for data reading and writing.
- 2.10 Role – is an object assigned to individual users; it forms a frame defining transactions, report accesses, views and other data.
- 2.11 Transaction is a system function, which allows creating, changing and deleting transaction data in the system resulting in changes in the database. In particular, transaction data include orders, commands, stock units, warehouse transactions, employee reports, and machine reports.
- 2.12 Transaction user is each user, who has been assigned transactions in his role.
- 2.13 Non-transaction user is each user, who has not been assigned any transactions in his role.
- 2.14 Machine/Device means any equipment allowing to collect values automatically, which are subject to monitoring and which are saved within the DCIx System database (production equipment, assembly line, operations at the assembly line, weighbridge).

- 2.15 Partner is a location of the Customer's business partner (supplier or customer).
- 2.16 Location is each physical location of the Customer, which has been assigned its own address, i.e. city, street and number according to the Area Address Register.
- 2.17 Module is a functionally separate part of DCIx.

3 Licensed Objects

- 3.1 Application System – for each Location there is one license necessary for one Application System.
- 3.2 Modules - for each Application System there is one module license necessary according to the scope of implemented features.
- 3.3 Integrator – for each Application System, where an interface between the Software and any additional information system is implemented, there is one license necessary for each integrated information system.
- 3.4 Transaction User – one license of a "Transaction User" type is necessary for each concurrently working transaction user.
- 3.5 Non-transaction User – one license of a "Non-transaction User" type is necessary for each concurrently working non-transaction user.
- 3.6 Machine/Device – one license of a "Machine/Device" type is necessary for each concurrently working machine/device.
- 3.7 DCIxWMS - for its usage, it is necessary to get licenses for this module and the number of concurrently working Transaction Users.
- 3.8 DCIxMES - for its usage, it is necessary to get licenses for this module and the number of concurrently working users of Machine/Devices.
- 3.9 DCIx Portal PLT – for its usage, it is necessary to get licenses for this module and the number of named Partners.
- 3.10 DCIx Portal GLD – for its usage, it is necessary to get licenses for this module and the number of named Partners.
- 3.11 DCIx Portal SLR – for its usage, it is necessary to get licenses for this module and the number of named Partners.
- 3.12 DCIx Portal DDL – for its usage, it is necessary to get licenses for this module and the number of named Partners.
- 3.13 DCIx Portal A2S – for its usage, it is necessary to get licenses for this module and the number of named Partners.
- 3.14 DCIx Portal S2S – for its usage, it is necessary to get licenses for this module and the number of named Partners.
- 3.15 DCIxQMS - for its usage, it is necessary to get licenses for this module and the number of concurrently working Transaction Users.
- 3.16 DCIxPlanning Table - for its usage, it is necessary to get licenses for this module and the number of concurrently working Transaction Users.
- 3.17 DCIxYard Management - for its usage, it is necessary to get licenses for this module and the number of concurrently working Transaction Users.
- 3.18 DCIxMaterial Flow Control - for its usage, it is necessary to get licenses for this module and the number of concurrently working users of Machine/Devices.

4 Specification of module features

- 4.1 DCIxWMS - This module covers functions for management and recording of movements in warehouses undertaken based on handling units or pieces.
- 4.2 DCIxMES - This module covers functions for management and collection of data from production using direct connection of machine or touch terminals based on a work order. Interoperation stock is registered at the level of the given product amount without a handling unit.
- 4.3 DCIxPortal - This module covers functions of requests and information sharing between the Customer and its partners via a web portal.
 - 4.3.1 DCIxPortal.PLT - Serves for bidirectional communication. The module covers issuance of a request and its approval, printing labels of Customer, and creation of an electronic delivery note directly within the module.
 - 4.3.2 DCIxPortal.GLD - Serves for bidirectional communication. The module covers issuance of a request and its approval.
 - 4.3.3 DCIxPortal.SLV - Serves for one-way communication. The module covers customer order viewing.
- 4.4 DCIxJIT/JIS - The module covers functions related to processing of incoming and outgoing messages, and preparation of deliveries including printing of customer documents. Messages are most often imported/exported to/from an EDI system.
 - 4.4.1 DCIxJIT.DDL - This module covers functions of customer orders processing (call-offs), their validation, calculation of cumulative numbers on a contract, proposal and preparation of a delivery with printing customer labels including delivery and transport notes. Delivery notes are generated in an electronic form (ASN) for EDI.
 - 4.4.2 DCIxJIT.S2S - This module covers functions of processing sequential call-offs, their validation, proposal of a delivery, and functions for error free picking of the final product and delivery preparation using check scanning (barcodes, 2D codes, RFID). Generating electronic delivery notes (ASN) for an EDI system.
 - 4.4.3 DCIxJIT.A2S - This module covers functions for processing sequential call-offs, their validation, and information for assembly in sequence based on bill of material. Features for error free completion and preparation of the delivery using check scanning (barcodes, 2D codes, RFID). Generating electronic delivery notes (ASN) for EDI.
- 4.5 DCIxQMS - This module covers functions for input and output quality control based on defined rules, and for registration of monitored values in a form of quality document and attestation.

- 4.6 DCIPlanning Table - This module covers functions for input and displaying requests assigned to individual resources (machines, work places, production lines) in time. It enables to view fulfilment state of individual requests.
- 4.7 DCIYard management - This module covers functions for input and displaying requests assigned to individual resources (gates, trucks) in time. It enables to view fulfilment state of individual requests.
- 4.8 DCIMaterial Flow Control - This module serves for managing and optimizing operations of technological devices with PLC connections, like e.g. automated loading and warehousing systems, conveyors, gates, sorting facilities, unattended trolleys, Pick by Light.

5 License Scope

- 5.1 Based on Contract signature of all amounts resulting from the Contract, the Author provides non-exclusive license for Product usage for Customer's own business needs for Licensed Objects defined in the Article 3. The License is provided in the scope resulting from the Contract for Products specified in the Contract and installed on specified infrastructure and according to additional specifications included in the Contract. Together with the products being subject to these license terms and conditions, the Delivery can include also third party products distributed on the basis of their license terms and conditions.
- 5.2 For the support of the Customer's business and logistics processes and based on the Author's written consent, the Customer is entitled to grant sub-licenses to their partners, but only in such scope, which does not exceed the total license scope granted by the Contract. Under any circumstances, the Partners are not entitled to use the Product to operate or control their own activities or activities of other partners. The Customer assumes the damage liability, responsibility for profit losses and other disadvantages caused by his business partners for 5 years after the License contract signature.
- 5.3 The Licensed Product usage is/can be monitored by the Author in real time in Productive Instance. Licensed objects, which can exceed the scope of the license granted, may be denied access to Product usage.
- 5.4 The Customer is entitled to create only duplications in terms of §13 of Copyright Act, which are necessary for implementing and saving the program into a computer memory, as well as for its depiction, operation and transferring and program backup copies within the scope of all Instances.
- 5.5 Without the Author's previous written approval, the Customer is not entitled to interfere with copyright of the Product provided; he is particularly not entitled to translate, compile, modify or change the program otherwise, to connect it with other programs, excluding and in the scope of activities expressly allowed in cogent provisions of the Copyright Act, which take precedence over these restrictions.
- 5.6 The Customer has no additional granted property rights, particularly in terms of §14, §15 and §16 of the Copyright Act, related to distribution, lease and letting the program to third parties, not even in terms of §48 of the Copyright Act, related to license granting to third parties.

6 License Prices

- 6.1 Product license usage price is specified in the Contract.

7 Protection of Rights/Contract Termination/Compensation for Damages

- 7.1 To ensure control over securing copyright, the Customer will enable access to the Product and he will provide the Author with necessary cooperation to allow the Author to accomplish such check. The Customer is entitled to grant sub-licenses in the scope specified in the Article 5.2 to a Partner only provided that he will ensure the possibility to the Author to accomplish the control of observance of the copyright and Licence conditions at such business partner. The Author is entitled to execute such checks. If the Customer does not allow the check execution, it will be considered as substantial Licence Contract violation, and the Author will be entitled to claim contractual fine in the amount of Product price fivefold. The same applies, if a Partner has rejected the check.
- 7.2 The Author is entitled to cancel the Contract unilaterally, if the Customer exceeds the Product usage right granted, and if he fails to remedy the violation in 15 days since the delivery of written notification about such fact. Licence rights expire on the tenth calendar day after the moment, when the Author provably sent the Contract termination notice to the Customer. In such case, the Customer and his Partner or Partners are no longer entitled to use the Product granted by the Licence or Sub-licence Contract. The Author is entitled to receive the full financial amount agreed in the Licence Contract for Product licence granting. In such case, the Author is authorised to claim contractual fine in the amount of price fivefold for the licence scope exceeded, calculated from the number of Licenced objects in standard prices without deduction of discounts.

In addition to the contractual fine the Author is also entitled to receive damage compensation in full amount.

If the Customer does not pay the full or part of agreed price for licence providing to the Author within the due period, nor does he make so within 30 days after the due date, the contract on licence providing shall be voided by a delivery of the Author's notice to the Customer on payment request. Contractual fine and damage compensation is governed by the above mentioned rule.