

# Standard conditions of Aimtec company

## License Terms and Conditions for DCIx Products provided in Subscription mode

### 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 applicable copyright laws 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.
- 1.3 These Terms and Conditions and all matters relating to it (including non-contractual obligations) shall be governed by and are subject to the laws of the Czech Republic. Any dispute shall be resolved by a competent court having jurisdiction in accordance with the Author's registered place of business.

### 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 Object is a data object that is being transferred between information systems. This is typically master data and transaction data (partners and materials code list, purchasing and production orders, confirmations of warehouse transfers, etc.).
- 2.17 Integrated System is an information system with which a Product is exchanging data, no matter whether this is in the form of an export or an import.
- 2.18 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.
- 2.19 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 Transaction User – one license of a "Transaction User" type is necessary for each concurrently working transaction user.
- 3.4 Non-transaction User – one license of a "Non-transaction User" type is necessary for each concurrently working non-transaction user.
- 3.5 Object – one Object licence is needed for every licensed Object.
- 3.6 Integrated System – one Integrated System licence is needed for every integrated system.
- 3.7 Machine/Device – one license of a "Machine/Device" type is necessary for each concurrently working machine/device.
- 3.8 DCIxWMS - for its usage, it is necessary to get licenses for this module and the number of concurrently working Transaction Users.
- 3.9 DCIxMES - for its usage, it is necessary to get licenses for this module and the number of concurrently working users of Machine/Devices.
- 3.10 DCIx Portal PLT – for its usage, it is necessary to get licenses for this module and the number of named Partners.
- 3.11 DCIx Portal GLD – for its usage, it is necessary to get licenses for this module and the number of named Partners.
- 3.12 DCIx Portal SLR – for its usage, it is necessary to get licenses for this module and the number of named Partners.
- 3.13 DCIx Portal DDL – for its usage, it is necessary to get licenses for this module and the number of named Partners.
- 3.14 DCIx Portal A2S – for its usage, it is necessary to get licenses for this module and the number of named Partners.
- 3.15 DCIx Portal S2S – for its usage, it is necessary to get licenses for this module and the number of named Partners.
- 3.16 DCIxQMS - for its usage, it is necessary to get licenses for this module and the number of concurrently working Transaction Users.
- 3.17 DCIxPlanning Table - for its usage, it is necessary to get licenses for this module and the number of concurrently working Transaction Users.
- 3.18 DCIxYard Management - for its usage, it is necessary to get licenses for this module and the number of concurrently working Transaction Users.
- 3.19 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 DCIxDL - 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 DCIxDL.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 DCIxDL.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 DCIxDL.QMS - 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 DCIxDL.Planning 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 DCIxDL.Yard 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 DCIxDL.Material 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 the period of the duration of the License contract and for 5 years after its termination.
- 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 will be invoiced by the Author in accordance with para 8.2 below. Author also may deny the access to Product usage, while in such case the denial is by both Parties considered as the exercise of the Author's rights and the Author shall not be liable for any damages, loss or lost profit of the Customer whatsoever.
- 5.4 The Customer is entitled to create only duplications, 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 related to distribution, lease and letting the program to third parties, not even related to license granting to third parties.
- 5.7 The Author is the holder of all rights to the Product (in particular copyrights and other intellectual property rights), as well as all rights to use and make available its ideas, concepts, know-how, methodologies, technologies, processes, skills, including their modifications, in the course of its business activities. Any intellectual property rights and proprietary rights in the materials provided by the Customer in connection with the Product belong to Customer.
- 5.8 Notwithstanding other provisions of the Contract, Customer acknowledges that the Supplier and the Supplier's personnel, including its subcontractors and partners, may, in connection with the Product provision, develop or acquire general experience, skills, knowledge and ideas that will remain in the memory of the Supplier and its personnel. Customer agrees that the Supplier may use and disclose such experience, skills, knowledge and ideas without restriction.
- 5.9 Customer shall also gain access to and have the right to use those Supplier Technologies which are delivered solely for the purpose of receiving the Product and for no other purposes and in accordance with any licenses applicable to the respective Supplier Technology as notified by Supplier to Customer and agreed to by Customer through Customer's signature of the Contract. In the relationship between Customer and Supplier, Supplier shall own and retain all intellectual property rights and other proprietary rights of any kind in the Supplier Technologies that are used or created pursuant to the Contract.
- 5.10 "Supplier Technology" means any know-how and software, system interfaces, designs, methodologies, ideas, concepts, technologies, tools, processes and procedures, including web-based technologies and algorithms owned, licensed or developed by the Supplier and used by Supplier in providing Products or performing its other obligations.

## **6 Maintenance**

- 6.1 The performance shall also include ongoing maintenance and troubleshooting of the Product specified in the Contract, ensuring that the functionality of the Software complies with the Documentation, while complying with the requirements for the Supporting Infrastructure and its operation, and providing a new Version of the Product, if applicable. Maintenance shall apply to the supported Release. In case of any pre-paid Services, the Customer is obliged to use them during the relevant period, the Supplier does not provide any credits for the next period or refunds for unused Services.

## **7 License Fees**

- 7.1 Product license usage price is specified in the Contract on the basis of monthly payment.  
7.2 The monthly fee is charged from the month in which the Product is made available to the Customer.

## **8 Protection of Rights/Contract Termination/Compensation for Damages**

- 8.1 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 License 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 License Contract violation, and the Author will be entitled to claim contractual fine in the amount of Product price fivefold fee for the period of 12 past calendar months. The same applies, i.e. the Customer's duty to pay the above contractual penalty, if a Partner has rejected the check.
- 8.2 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. License 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 License or Sub-license Contract. The Author is entitled to receive the full financial amount agreed in the License Contract for Product license granting. In such case, the Author is authorized to claim contractual fine in the amount of price fivefold fee for the period of 12 past calendar months for the license scope exceeded, calculated from the number of Licensed objects in standard prices without deduction of discounts.
- 8.3 In addition to the contractual fine the Author is also entitled to receive damage compensation in full amount.
- 8.4 If the Customer does not pay the full or part of agreed price for license providing to the Author within the due period, nor does he make so within 30 days after the due date, the License Contract shall be terminated (by means of the withdrawal) effective upon the delivery of the Author's notice to the Customer on lack of the payment of the License Fee. Contractual fine and damage compensation is governed by the above-mentioned rule.
- 8.5 Patents and Copyrights
- 8.5.1 In the event that a third party claims that the Product provided by the Supplier to the Customer infringes the third party's patent or copyright, the Supplier shall, at its own expense, defend the Customer against such third-party claim. Subject to the terms of the Contract and to the extent specified below, the Supplier shall reimburse the Customer for the costs, damages and attorneys' fees which the competent court will finally order the Customer to pay, or such costs as are included in the settlement agreement approved by the Supplier, provided that the Customer:
- (1) inform the Supplier in writing of such a claim without undue delay; and
  - (2) let the Supplier to manage and control the defence and to cooperate with the Supplier in the defence and control the settlement negotiations.
- 8.6 Remedy
- 8.6.1 Should the Product become the subject of the above claim or if it is reasonable to assume that it will become the subject of such a claim, the Customer agrees that the Supplier will enable further use of the Product, modify the Product or replace it with a Product that has the same functionality. If the Supplier determines that none of the above alternatives is possible using with reasonable care, the Customer undertakes to return the relevant Product to the Supplier upon written request. In such a case, the Supplier shall provide the Customer with the compensation in the amount of 12 monthly installments (i.e. periodic payments– the License Fee).
- 8.7 Limitation of Liability
- 8.7.1 The total amount of the Supplier's liability to compensate the Customer for the damage incurred by the Customer in connection with the Product is limited to twelve times the monthly licence fee.
- 8.7.2 Only actual damage is compensated. Any contractual penalties or other sanctions paid by the Supplier to the Customer, which arose in the same respect as the damage that is being compensated, shall be included in the compensation of such damage in full. The above agreed limitation does not apply to compensation for damage caused intentionally or by gross negligence or to compensation for damage caused to natural rights. The statute limitation period for claiming the damages is three years. This also applies to the right to compensation for damage caused by a defect of the product.
- 8.7.3 The limitation applies to both the Supplier's subcontractors and the Software developers. This is the maximum for which the Supplier, its subcontractors and the Software developers will be jointly liable.
- 8.7.4 Under no circumstances, even if notified in advance, shall Supplier, its subcontractors or Software developers be liable for:
- (1) for loss of or damage to data;
  - (2) special, incidental or indirect damage or consequential economic damage; or
  - (3) for loss of profits, loss of business opportunities, loss of income, damage caused by damage to reputation or failure to achieve expected savings.