

Standard Aimtec Company Conditions

Maintenance Terms and conditions for DCIx products

1 Introductory provisions

- 1.1 These terms and conditions govern the Product maintenance services performed by the Author.
- 1.2 No contract party can assign their rights and duties resulting from this contract to any third person.

2 Definition

- 2.1 Author
 - 2.1.1 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
 - (1) Software is information system for management of logistics and production processes, created by the Author under their business name and with 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
 - 2.2.3 Documentation includes context product documentation, database chart, and documentation of pre-set processes, particularly in electronic form.
- 2.3 Installed Product
 - 2.3.1 Installed product is Software installed on hardware infrastructure, in some case in virtual environment, for the benefit of Customer/End Customer.
- 2.4 Licence Key is technical means, governing the Licence scope at the Customer/End User and safeguarding the Product Author's rights. Software can be used with a valid licence key only. Licence Key allows the Software usage on particular HW and SW infrastructure, in the scope accordant with provided Licence for the key validity period. If the provided Licence scope is exceeded, Software usage can be limited. Licence key can be provided for a limited period of time, or for an indefinite duration.
- 2.5 Version is the complex of current DCIx functionality. Version is specified by a number preceding and following the first decimal point.
- 2.6 Patch is an incidental correction of errors, which are contained in a version, and which is distributed to the Customer by means of a Release. It is specified by a number following the second decimal point.
- 2.7 Release is a combination of Version and Patch file. Release is specified by a Version and Patch number.
- 2.8 Customer functionality is a complex of processes, reports and integrations exceeding the frame of a Release.
- 2.9 Customer version (Version Code) identifies a Release and Customer functionality, customer code, and version number, number of update or customer functionality installations. Customer version is specified by the Customer code and Release number.
- 2.10 Update is a Patch installation.
- 2.11 Upgrade is an installation of current version including updated Customer functionalities.
- 2.12 Error is a reproducible system output, which is at variance with the Documentation.

3 Subject of Performance

- 3.1 The Subject of Performance is the continuous maintenance and rectification of the Product specified in the Contract, ensuring the accordance of Software functionality with the Documentation while sticking to requirements of Support infrastructure and its operation, and if appropriate, provision of the new Product Version.

- 3.1.1 Basic maintenance relates to the current Release, and does not contain the title to new Versions and to the Licence Key renewal.
- 3.1.2 Standard maintenance relates to the supported Release, and it includes the title to new Versions and to the Licence Key renewal.
- 3.1.3 Extended maintenance relates to the Customer Version, it contains the title to new Versions and to the Licence Key renewal.
- 3.2 Definition of the Maintenance level according to the Article 3.1 is specified in the Contract.

4 Obligations and Parties

- 4.1 The Customer claims a failure removal at the Author's location using the Service Desk application immediately after the failure occurrence. The requirement has to be provable with reproducible output.
- 4.2 The Customer is obliged to provide remote connection and to provide necessary cooperation.
- 4.3 According to the Maintenance level defined in the Contract, the Author is obliged to remove the failure, or if applicable, to provide new Product Versions.

5 Maintenance Fees

- 5.1 Annual Maintenance fees are unified with the common calendar year. The payment is due at the beginning of the relevant period.
- 5.2 For the first/current calendar year, the price is specified on monthly basis till the year-end. The amount will be charged beginning from the next month after the Product delivery. Delivery means the Product installation.
- 5.3 If the Maintenance fee is changed due to the change of current price-list, the Author will notify the Customer about this change four months before the renewal according to the Article 6.2 at latest.
- 5.4 The fee shall be paid for the whole time beginning with the Product handover, till the requested maintenance performance. If the service is interrupted and subsequently renewed, the Customer shall pay an activation fee in the amount of 5% of the Product current price-list price.
- 5.5 In case of unauthorized requirement for failure removal of the supported Product, performed services will be charged according to the valid price-list.

6 Contract Effect

- 6.1 The Contract is concluded till the end of the calendar year beginning on the Contract signature date.
- 6.2 If none of the Parties notifies the counter party in written with three-month notice period before the Contract expiration date, that they are not interested in Contract renewal, the term of the Contract will be extended always by another year.
- 6.3 Subject of Performance cannot be limited to particular Product components. If additional components of supported Products are purchased, the Contract will be extended automatically to cover these additional components for its validity period.