

Standard Terms of AIMTEC a. s.

Sub-Conditions – License Terms (EULA) for Aimtec DCIx Products

The author of Aimtec DCIx and the holder of personal and proprietary rights to Aimtec DCIx and other derived SW Products is AIMTEC a. s.

1 Definition

- 1.1 **Aimtec DCIx** consists of the Aimtec DCIx SW Product and Documentation. Aimtec DCIx is an information system for the management of logistics and production processes developed by the Supplier under the trade name and registered trademark Aimtec DCIx.
- 1.2 **Documentation** means documentation of preset processes, especially in electronic form.
- 1.3 **Installed Product** is an Aimtec DCIx software product installed in the environment of either the Supplier or the Customer.
- 1.4 **Licensed Object** has the meaning set forth in article 2 below.
- 1.5 **Maintenance** has the meaning set forth in article 5.1 below.

2 Licensed Objects

- 2.1 Licensed Objects are items (in particular Aimtec DCIx, Installed Product and/or the Aimtec DCIx System) defined in the Price List and Budget and the Customer is entitled to choose the Licensed Objects according to its needs. Aimtec is not responsible for any decision made by the Customer regarding the Licensed Objects, Aimtec only provides the Customer with non-binding recommendations on which Licensed Objects to choose depending on the Customer's environment.

3 Scope of License

- 3.1 The Supplier grants the Customer a non-exclusive, non-transferable, fully paid license to use the Licensed Object for its own (internal) business use at the time of conclusion of the Agreement. The license is granted for the Licensed Objects as further specified in the Contract. If the Customer fails to pay the Price of the license of the Licensed Object within the due date specified in the Contract and/or on the invoice (tax document) issued by the Supplier at any time, and if the Customer fails to do so within the additional period provided by the Supplier, which will not be shorter than 14 business days, the license shall cease to be valid with effect ex nunc, i.e. if any part of the license fee has been paid, it shall not be returned to the Customer. The contracting parties agree that lack of payment of the license Price is considered to be a resolutive condition of the license grant.
- 3.2 The Customer is entitled to further provide the above-mentioned right/license to third parties to support its business and logistics processes, but always only in such a manner that the total scope of the right granted under the Contract is not exceeded. If the Contract refers to the rights and obligations of the Customer, it also means the rights and obligations of third parties to whom the Customer shall further grants the above-mentioned rights. The Customer undertakes to ensure the fulfilment of obligations arising from the Contract by such third parties. The above does not apply to obligations, the nature of which implies that they can only apply to the Customer.
- 3.3 The Customer is not entitled to use the individual Licensed Objects supplied as a part of the set separately or to combine them with SW Products other than those specified in the Contract.

4 Price of Licenses

- 4.1 The Price of the Licensed Objects is set out in the Contract on a one-time or periodic fee basis.
- 4.2 The one-off fee is charged at the moment of granting the license rights to the SW Product to the Customer (conclusion of the Contract) and includes the grant of a license in the agreed scope for an unlimited period of time.
- 4.3 The periodic fee is charged from the month in which the license rights to the SW Product being granted to the Customer (conclusion of the Contract) and includes the grant of a license in the agreed scope for a limited period of time.

5 Maintenance

- 5.1 The subject matter of the performance is the ongoing Maintenance and removal of defects of the Licensed Objects specified in the Contract (Maintenance), ensuring that the functionality of the Aimtec DCIx SW Product complies with the Documentation while complying with the requirements for the supporting infrastructure and its operation, or providing a new version (release) of the Aimtec DCIx SW Product.

6 Obligations of the contracting parties during the Maintenance

- 6.1 The Customer shall submit a request for Maintenance intervention via the ServiceDesk application immediately upon its occurrence. The request must be demonstrable by a reproducible output.
- 6.2 In the event that the Installed Product is operated on the Customer's technical equipment, the Customer is obliged to provide a remote connection and provide the required cooperation.
- 6.3 The Customer is obliged to ensure that the Installed Product is in a version supported by the Supplier. Otherwise, the Supplier is not obligated to provide Maintenance or any other services related to the use of the Installed Product.

7 Maintenance Fees

- 7.1 The annual fees for the Maintenance are unified with the current calendar year and are set out in the Price List. Payment is due at the beginning of the period.
- 7.2 For the first/current calendar year, the Price is set until the end of the year on a monthly basis. The amount will be charged from making Aimtec DCIx accessible to the Customer.
- 7.3 In the event of a change in the Maintenance Fee resulting from a change in the current price in the Price List, the Supplier shall notify the Customer thereof at least four months before the end of the relevant calendar year.
- 7.4 The Maintenance Fee must be paid for the entire duration of the use of the Licensed Object. In the event of an interruption and subsequent renewal of the Service, the Customer shall pay the fees retrospectively in full for the entire period of the Service interruption.
- 7.5 In the event of an unauthorized request for intervention within the Maintenance of the Licensed Object, the Services provided will be charged in accordance with the applicable Price List.
- 7.6 If the Price of the license is determined on a periodic basis, the Maintenance Fee is included in this Price.

8 Protection of Aimtec rights

- 8.1 The Customer shall allow Aimtec to access the Licensed Objects and shall provide the Supplier with the required cooperation so that the Supplier is able to check the Customer's compliance with the terms and conditions of the license, in particular those set out in article 3 above. If the Customer or a third party who was allowed to use according to par. 3.2 above, does not allow the inspection to be carried out, it is considered that the license has been violated in a serious manner and the Supplier is entitled to require a contractual penalty from the Customer in the amount of five times the Price of the license of the Licensed Objects.
- 8.2 The Supplier is entitled to withdraw from the Contract if the Customer or a third party using the Licensed Objects pursuant to para 3.2 above exceeds the granted right to use the Licensed Objects and/or is in default with the payment of the fee for the use of the license and fails to remedy the situation within 14 business days (or any other period determined by the Supplier) of receipt of written notice of such fact. The license is terminated, i.e. the withdrawal is effective ex nunc, as of the tenth calendar day after the Supplier has demonstrably sent the notice of withdrawal from the Contract to the Customer. Aimtec is entitled to the reimbursement of the Price of the license for the Licensed Objects in full, in such a way that the license fees already paid are not refunded, regardless of the period for which the license was granted. In this case, the Supplier is also entitled to apply a contractual penalty in the amount of five times the amount of the Price of the license for the Licensed Objects that exceeded the provided license, determined according to the number of Licensed Objects at standard prices without discounts provided.

9 Informative description of some licensed objects

- 9.1 **Transaction user:** Any user assigned transactions in their role. For every simultaneously working transaction user, one Transaction user license is required.
- 9.2 **Non-transaction user:** Any user not assigned transactions in their role. For every simultaneously working non-transaction user, one Non-transaction user license is required.
- 9.3 **Machine/Device:** Represents any device that communicates either unilaterally or bilaterally. For each machine/device, one Machine/Device license is required.
- 9.4 **Partner:** A location of the business partner (supplier or customer) of the Customer. For each active Partner set up in the partnership as a supplier, a Partner license is required
- 9.5 **Integrated business object:** A data object transferred between information systems. For every licensed Object, one Integrated business object license is required.
- 9.6 **Location:** Any physical place of the Customer that has its own assigned address, i.e., city, street, and descriptive number according to the Territorial Identification Register of Addresses.
- 9.7 **Module:** A defined functional area of DCIx. For each Application system, a license for the module(s) is required according to the desired functionality.
- 9.8 **Application system:** For each Location, a license for one Application system is required.

10 Informative Definition of Module Functionalities

- 10.1 **DCIxWMS:** primarily covers functionalities for managing and recording handling operations carried out in warehouses with materials or finished products.
- 10.2 **DCIxMES:** primarily covers functionalities for managing and collecting data from Machines/Devices.
- 10.3 **DCIxPortal:** primarily covers the functionality of sharing requests and information between the Customer and their partners via a web portal.
- 10.4 **DCIxPortal.PLT:** designed for two-way communication, this module primarily covers request issuance and approval, printing of Customer labels, and the creation of electronic delivery notes directly within the module.
- 10.5 **DCIxPortal.GLD:** designed for two-way communication, this module primarily covers request issuance and approval.
- 10.6 **DCIxPortal.SLV:** designed for one-way communication, this module primarily covers the display of orders.
- 10.7 **DCIxJIT/JIS:** primarily covers functionalities related to processing incoming and outgoing messages and preparing deliveries, including printing customer documents. Messages are most commonly imported/exported from/to an EDI system.
- 10.8 **DCIxJIT.DDL:** primarily covers order processing (call-offs), validation, cumulative number calculation on the contract, delivery proposal and preparation, including printing customer labels, and delivery and transport documents. Delivery notes are generated electronically (ASN) for EDI.
- 10.9 **DCIxJIT.S2S:** primarily covers the processing of sequential call-offs, their validation, delivery proposal, and functionalities to ensure flawless picking of finished products and delivery preparation using verification identification. Electronic delivery notes (ASN) are generated for the EDI system.
- 10.10 **DCIxJIT.A2S:** primarily covers the processing of sequential call-offs, their validation, assembly documentation in sequence according to the bill of materials, functionalities for error-free assembly, and delivery preparation using verification identification. Electronic delivery notes (ASN) are generated for the EDI system.
- 10.11 **DCIxQMS:** primarily covers recording and managing quality in logistics and production.
- 10.12 **DCIxPlanning Table:** primarily covers functionality for entering and displaying tasks assigned to individual resources.
- 10.13 **DCIxYard management:** primarily covers functionality for entering and displaying requests assigned to individual resources over time.
- 10.14 **DCIxMaterial Flow Control:** is used for managing and communicating with technological devices such as automated stocking and storage systems, conveyors, barriers, sorters, and driverless vehicles.