Standard Terms of AIMTEC a. s.

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

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

1.   Definition

1.1   ***Aimtec SCIx*** consists of the Aimtec SCIx SW Product and Documentation. Aimtec SCIx is an information system for the management of logistics and production processes developed by the Supplier under the trade name and registered trademark Aimtec SCIx.

1.2   ***Documentation*** means documentation of preset processes, especially in electronic form.

1.3   ***Installed Product*** is an Aimtec SCIx SW Product installed in the Customer's SAP environment. Aimtec SCIx has its own namespace /Aimtec/ registered with SAP, which is subsequently identifiable as the Supplier code.

1.4   ***Aimtec SCIx System*** is a system installed on the Customer's SAP development system. Subsequently, in the next phases of the project, the system is transferred to the SAP test and production system.

1.5   ***Licensed Object*** has the meaning set forth in article 2 below.

1.6   ***Maintenance*** has the meaning set forth in article 6 below.

2   Licensed Objects

2.1   Licensed Objects are items (in particular Aimtec SCIx, Installed Product and/or the Aimtec SCIx 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.

2.2   SAP License

2.2.1   The Customer undertakes to comply with the licensing policy set by SAP SE.

3   Definition of SAP Versions

3.1   Supported SAP versions for running the Aimtec SCIx System – the minimum is SAP ECC 6.0; EHP 6, EHP 7.

3.2   The Aimtec SCIx System is supported for component versions described in the table below and later ones. If the target system for Aimtec SCIx has a different version or SP (service pack) level, then any functionality of the Aimtec SCIx System is not guaranteed. In such a case, it may be necessary to make additional adjustments to a price agreed by the contracting parties.

SAP Basis		Cross application components		Logistics and accountings	
SAP_BASIS		SAP_ABA		SAP_APPL	
Release	SP-Level	Release	SP-Level	Release	SP-Level
700	0018	700	0018	603	0005
701	0015	701	0015	604	0010
702	0013	702	0013	605	0008
731	0008	**731**	0008	**606**	0003
731	0009	731	0009	606	0008
740	0007	740	0007	617	0005
740	0009	740	0009	617	0007
750	0006	750	0006	618	0005

3.3   The Aimtec SCIx System supports SAP S/4HANA.

3.4   If the Customer makes programming changes at the level of modifications to individual functionalities of the Aimtec SCIx System, then the full functionality of Aimtec SCIx is not guaranteed.

4   Scope of License

4.1   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.

4.2   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.

4.3   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.

5   Price of Licenses

5.1   The Price of the Licensed Objects is set out in the Contract on a one-time or periodic fee basis.

5.2   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.

5.3   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.

6   Maintenance

6.1   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 SCIx 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 SCIx SW Product.

6.1.1   In the event that SAP SE releases a new version (release) of the SAP system, the Supplier will respond to this release accordingly as part of the Maintenance, e.g. by releasing a new version of Aimtec SCIx that is to be made available to the Customer.

6.1.2   If SAP SE releases a new version (release) of the SAP system and the Customer applies the new version (release) to its SAP information system, the Customer has the right to use the new version of Aimtec SCIx. The Price of the implementation of the new version of Aimtec SCIx will be agreed between the Customer and the Supplier.

7   Obligations of the contracting parties during the Maintenance

7.1   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.

7.2   The Customer is obliged to provide a remote connection and provide the required cooperation.

8 Maintenance Fees

8.1 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.

8.2 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 the signing of the Contract.

8.3 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.

8.4 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.

8.5 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.

8.6 If the Price of the license is determined on a periodic basis, the Maintenance Fee is included in this Price.

9 Responsibility

9.1 Aimtec bears no responsibility whatsoever for any interventions undertaken by SAP SE, and if it is necessary to modify the Licensed Object due to intervention of SAP SE, the Customer will reimburse the Supplier for the costs associated therewith.

10 Protection of Aimtec rights

10.1 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 4 above. If the Customer or a third party who was allowed to use according to par. 4.2 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.

10.2 The Supplier is entitled to withdraw from the Contract if the Customer or a third party using the Licensed Objects pursuant to para 4.2 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.

11 Informative description of some licensed objects

11.1 SCIx Core licenses - are licensed according to the number of SAP instances of the Customer.

11.2 SCIx Core - a mandatory component for running the SCIx system, or for running any of its components defined below.

11.3 SCIx Configurator - enables the setup of transactions by the Customer. This is an optional license.

11.4 SCIx OEM Extension - a mandatory component for the use of the OEM package.

11.5 SCIx ENH Extension - allows to modify specific processes in the SD module at the local plant level. This is an optional license.

11.6 SCIx User Interface - a license is required for each location based on the type of user interface selected and the type of equipment used.

11.7 SCIx RF Terminal UX - allows the use of the SAP FIORI user interface on a mobile scanner.

11.8 SCIx Touch Screen UX - allows the use of the SAP FIORI user interface on a touchscreen stationary terminal, PC, etc.

11.9 SCIx Andon graphic UX - allows the use of the SAP FIORI user interface for visual output. This interface does not allow data input.

11.10 SCIx Andon Screen WDP - allows the use of the user interface via Web Dynpro for visual output. This interface does not allow data input.

11.11 SCIx RF Terminal ITS - allows the use of the ITS user interface on a mobile scanner.

11.12 SCIx Machine interface - for each location a license is required to interface with technologies e.g. PLC, machine, vertical lift rack, semi-automatic stacker, fully automatic stacker, scale etc.

11.13 OEM Packages - depending on the OEM customer selected, a specific OEM package must be licensed.

11.14 Device/Access - A license is required for each end device i.e. terminal, scanner, tablet, machine, etc. through which data is acquired.

11.15 Modules - for each core SCIx system, a module license is required, depending on the functionality implemented. The module license is licensed according to the number of physical locations.

11.15.1 SCIx LOG - warehouse management using modules WM/MM, Stock Room Management

11.15.2 SCIx PRO - production management

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