

Support Agreement

(the "Agreement")

This Agreement is effective as of the _____.

Between

_____ (the "Receiving Party");

and

OGR Research, s.r.o., a private limited liability company incorporated and existing under the laws of The Czech Republic, having its seat at Prague, The Czech Republic, and its registered place of business at Sibeliova 41, Prague 6, Czech Republic, registered with the Chamber of Commerce under number 274 21 805 ("OGR");

hereafter, the "Parties".

1. Interpretation

1.1 In this Agreement, unless the context indicates otherwise, references to the singular include a reference to the plural and vice versa and references to the masculine include a reference to the feminine or neuter and vice versa.

1.2 In this Agreement, unless otherwise indicated, references to Clauses are references to Clauses of this Agreement.

1.3 Headings are for ease of reference only.

2 Software

2.1. Definition of Iris toolbox as ("Software")

2.2 Description of the Iris functionalities used by the Receiving Party. The intended functionalities of the Software are specified

in Annex 1, which can be amended by an agreement of both Parties.

2.3 The Receiving Party declares that Annex 1 specifies the versions and parameters of all the relevant related software or hardware with which the Software has to interfere with or other conditions important for its functionalities. Such information may include, but is not limited to, the versions of the operating system under which the Software is running, versions of Matlab Runtime Environment, Java, Oracle Database, other libraries etc.

3 Support Services

3.1 On a request of the Receiving Party, OGR will provide the Receiving Party support the following services:

3.1.1 SW Bug Fixing. OGR will fix the problems recognized as the Software behaviour which was not prescribed by or is inconsistent with the technical specification of the Software functionalities in Section 2 above, such as, but not limited to, obvious errors, instability, performance issues or undesired graphical errors or typos discovered in the duration of the Agreement. Each issue will be announced to OGR by the Receiving Party. The cause of the issue will be analysed by OGR to determine whether it is indeed a SW Bug Fixing or another request. OGR will notify the Receiving Party promptly within 48 hours excluding weekends and national holidays for both parties.

3.1.2 SW Upgrades – the Software will be upgraded by OGR for the Receiving Party upon the request of the Receiving Party or upon a notification given by OGR to the Receiving Party. OGR shall be responsible for notifying the Receiving Party of any associated Software upgrade required including the recommended version mentioning the needs and changes between the current and the upgraded version. The Receiving Party will then specify versions and parameters of the related software or hardware with which the Software has to interfere with or other conditions important for the upgrade. Such information may include, e.g., the versions of the operating system under which the Software is running, versions of Matlab Runtime Environment, Java, Oracle Database, other libraries etc.

3.2 OGR will execute all requests without unnecessary delays, unless it is agreed with the Receiving Party otherwise.

3.3 The proposed solution for each request and a due date for execution will be agreed between the Parties after each request. By default, the time for SW Bug Fixing shall not exceed 10 working days according to the Czech calendar, if no other agreement is made.

3.4 By default, the Support services are considered remote, i.e., they will not require the presence of OGR personnel at the Receiving Party premises.

3.5 If requested by the Receiving Party, OGR shall sign a non-disclosure agreement in order to access the Receiving Party's systems.

3.6 OGR shall have good information security practices, including having virus protection on workstations, ensuring that their equipment is patched, and that they have appropriate IPS/IDS and firewalls enabled.

3.7 OGR shall implement controls securing integrity and confidentiality of data flowing between them and the Receiving Party.

3.8 Specific remote access rules and processes can be agreed between the Parties in an annex to this Agreement.

3.9 On-site presence of the OGR personnel on the Receiving Party premises will take place only if both Parties agree, acting reasonably, that it is necessary for a successful delivery of the above Services.

3.10 Each service delivery will be accompanied by the necessary technical documentation and, when relevant, manuals,

and the source codes including, for instance, Java and Javascript codes for the server and client of the Web application, or Matlab codes for the desktop application. The documentation will also cover the report on the action performed as well as a diagnostic of the issue that required the action.

4 Price and Fees

4.1 The Receiving Party will pay an annual retainer fee for the support services in Section 3 above of EUR xx. The retainer fee guarantees the reaction times specified in Section 6.

4.2 The Receiving Party will pay no additional fees for the work carried out in good faith on solving SW Bug Fixing requests. If in the process of executing what had initially appeared to be a SW Bug Fixing request OGR determines that it is not a SW Bug Fixing request, it will notify the Receiving Party promptly within 48 hours excluding weekends and national holidays according to the Czech Calendar and wait for instructions of the Receiving Party.

4.3 If both Parties agree, acting reasonably, it is necessary that OGR personnel be present on-site at the Receiving Party premises for a successful delivery of any of the Support Services, the Receiving Party will reimburse OGR for the travel costs, including the economy air ticket, and the EBRD-equivalent per diems providing for a hotel accommodation, meals, local travel, and incidentals, as stipulated in

https://ec.europa.eu/international-partnerships/system/files/per-diem-rates-20200201_en.pdf

and its updates.

4.2 The fees are exclusive of the VAT, and net of any other charges and taxes that the jurisdiction of the Receiving Party may apply or withhold in relation to the provision of the Support Services in Section 3 above.

4.3 OGR deserves the right to discontinue all the services in case the Receiving Party is in delay with a full invoice reimbursement by more than 30 working days past the invoice due date.

5 Communication

5.1 All Support will be provided in English as the communication language for email or skype conversations.

5.3 Verbal consultations will use Mr. Sergey Plotnikov of OGR

sergey.plotnikov@ogresearch.com
skype: nul0myc

as the single point of contact for all queries. A copy of the email will also be sent to

it@ogresearch.com.

In the case of Mr. Plotnikov's replacement, OGR will inform the Receiving Party of the new point of contact.

6 Reaction times and procedures

6.1 If the Receiving Party submits a request, OGR will react within 48 hours excluding

weekends and national holidays of both parties. The Receiving Party's requests classified as critical should be reacted upon on the same working day.

6.2 In its reaction to requests in 6.1 OGR, will indicate an approximate time duration needed for solving the request. SW Bug Fixing requests will be resolved with the highest priority without undue delays within ten working days. The processing time will start upon the Receiving Party approval of these indications (and fees, when relevant). If in the process of executing a request OGR finds out that more time is needed or that what had initially appeared to be a SW Bug Fixing request turns out to be a different request not covered by this Agreement, it will notify the Receiving Party promptly, specifying the reasons for the likely delay or the reasons for refusing the request as the SW Bug Fixing request (when relevant).

7 Support Duration

7.1 The Support Services will start when OGR and the Receiving Party have signed this agreement.

7.2 The Agreement terminates after 2 years of the moment it enters into force, unless the Parties agree to prolong the terms of this Agreement or continue under different terms by a duly signed Annex to this Agreement.

7.3 The Agreement may be terminated by either party within a three-month notice period. The notice must be in a written form, duly signed, and sent to the other party's address.

7.4 OGR may terminate the Agreement, if the Receiving Party is in delay with the full payment of an invoice by more than 30 days past the invoice due date.

7.5 Forthwith, by Receiving Party, if there are more than 3 consecutive failures in support or in no reaction within the given time-frame or processing time.

8 Confidentiality

7.1 Except with the prior written consent of the Receiving Party, OGR shall not disclose nor cause or permit its experts and employees, agents and sub-contractors to disclose to unauthorized persons any information relating to the services under this contract.

9 Governing Law

9.1 This Agreement is subject to and shall be construed and enforced in accordance with the laws of the Czech Republic and the parties hereby submit to the non-exclusive jurisdiction of the Cairo courts in relation thereto.

[Intentionally left blank; Signature Page Follows]

In witness whereof, the parties hereto have signed this Agreement as of the date hereinabove set forth:

The Receiving Party

Signature:

Name:

Title:

Address:

OGR

Signature:

Name: David Vavra

Title: Statutory Representative

Address: Havlíčkova 15, Praha 11000, Czech Republic

Annex 1 Software Functionalities that are subject to the Support Services in this Agreement