



AMENDMENT OF END END-USER LICENSE AGREEMENT FOR CORPORATE LICENSING

Corporate License – CL

The present Amendment of End End-User License Agreement may be in force only in case of an existing valid End End-User License Agreement (EULA) concluded between End-User and Licensor, as amendment of such. Termination of EULA, for whatsoever reason, shall automatically terminate the force of the present amendment without any further declaration or action of the parties.

Terms used in present EULA amendment shall – unless defined otherwise in the EULA amendment – have the same meaning as terms defined in EULA.

Unless regulated otherwise by the present EULA amendment, the provisions of EULA shall apply to the legal relation of Licensor and End-End-User. Where the provisions of the present EULA amendment and those of EULA collide, the provision of the present EULA amendment shall prevail.

In case the special, unique contract concluded between Licensor and End-End-User contains provisions which are different from the present EULA amendment, the provisions of the special, unique contract concluded between Licensor and End-End-User shall be applied.

1. TERM OF CONTRACT ON CASE OF CORPORATE LICENSE

In case of corporate licensing the contract and the contractual End-User rights of End-User shall be in force for a 3 year term. Prior to the end of the definite term, the contract may be terminated only in cases and by as written in the EULA.

2. END-USER RIGHTS IN CASE OF TERMINATION OF DEFINITE TERM CONTRACT

Following the termination of the contract (after the expiration of the definite term) the End-End-User may choose from the following options:

a) Obtaining perpetual right of use of the Software without further payment obligations and further updating.

Following the termination of the Contract, by choosing this option, End-End-User shall be entitled to use, the type, product level and amount of Software Licenses as defined in the Contract for an indefinite term with no further payment obligations. End-End-User will be entitled to get license to use, instead of the version and/or hotfix of the Software at the time of the termination of the Contract, any other product version and/or hotfix the End-User used during the term of the Contract, for an indefinite term.

In case of choosing this option, End-End-User will not be entitled to have the Software updated, followed or fixed free of charge by Licensor or to avail itself to any service rendered by Licensor free of charge, concerning the Software. End-User shall be entitled to take any services rendered, concerning the Software, by Licensor only by paying the current list of service prices of Licensor.

b) Obtaining perpetual right of use of the Software with updating

In case of choosing this option, End-End-User obtains perpetual right of use as by section 2. a) with conditions differing from as written in section 2. a) only insofar as that Licensor shall provide to the Software, that may be used for an indefinite term, for a term of 1 (one) year following the 3 year term, updating and fixing services to End-User with a discount listed currently on the webpage of Licensor, of the prices currently listed therein, in return of a preferential fee declared on the webpage of Licensor. In return of this fee, End-User shall be entitled to use the services, listed below and rendered by Licensor, in as many experts' hours as is covered by the annual fee paid by End-User, considering the actual list of hourly experts' fees of Licensor calculated with the discount written in the present section.



The services End-User may choose are the following:

ba) use of individual developments for the Software-version of End-User,

bb) on-site consultation services

In case of choosing this service End-User will not be entitled to the free replacement of the software-version used by End-User by another version number of the software (upgrade)

c) Contracting for a new Software-version

In case of choosing this option, End-User may conclude a new Corporate License contract, by the present EULA-amendment.

If End-User used the product concerned by the Corporate License previously also by a Corporate License and the previous contract was terminated by at concluding the contract concerning the new version or in case of earlier termination at least 1 year passed and End-User used and paid for the updating services written in section 2 b) of the present EULA amendment, at concluding the new Corporate License End-User shall be entitled to 50 % discount of the first annual license fee of the license of the product of the same type, product level and amount used by Corporate License. If any of the above conditions is not met, the fee of the new Corporate License shall be calculated by the list of fees of Licensor.

3. CHOICES OF END-USER

End-User has to report to Licensor its choice from options 2.a) – 2.c) prior to the 45th day preceding the last day of the three-year term of the Corporate License or of the one-year term of upgrading period detailed in section 2.b). In lack of report of choice, it shall be considered as if End-User choose option 2.a) and Licensor shall proceed accordingly. End-User is entitled to change its choice of options 2.a) – 2.c) even after the termination of the Corporate License Agreement with that in case choice 2.a) is changed to choice 2.b). End-User shall pay the fee of upgrading for the period between the termination of its Contract and the changing of its choice simultaneously with the changing of its choice, in one sum. If such payment is not made the changing of choice shall not be effectuated.

4. PAYMENT OF FEES IN CASE OF CORPORATE LICENSING

In case the End-User purchases the right of use of the Software with additional Corporate License contract during the 3 year term of the Contract or the 4 year term in case of purchase with upgrading service, the due annual fees shall be paid to Licensor until the anniversary of the concluding of the contract. In case the payment is delayed by more than 15 days Licensor shall be entitled to terminate the Contract with immediate effect and to claim a penalty for breach of contract amounting to 50 % of the license fee due for the remaining term of the contract and to claim damages. End-User explicitly acknowledges this.

End-User – in case of concluding a Corporate License – is also entitled to pay the full fee due for the 3 year term of the Contract or the 4 year term in case of purchase with upgrading service in one sum at concluding the contract. If End-User chooses this payment option, it shall be entitled to the discount communicated on the website of licensor concerning the standard corporate list price of Software, that is, it shall pay the fee for the 3 year term or 3 +1 year term in case of purchase with upgrading service reduced with such discount.

5. MISCELLANEOUS

To the scope and amendments of the present EULA amendment the provisions of EULA shall apply.

