

XENYA GENERAL BUSINESS TERMS AND CONDITIONS

(1) This document, *Xenya General Business Terms and Conditions* (hereinafter referred to as *XGBTC*), forms the basis of all contracts made with Xenya's business partners. *XGBTC* defines particular services, their comprehension, and relations in particular deals, in detail. *XGBTC* is a public document, given to every business partner of Xenya, before entering into a contract, and forms part of all contracts. The specific contract can alter certain terms of *XGBTC*; in the case of a conflict between terms of *XGBTC* and a particular contract, the term stated in the specific contract prevails. *XGBTC* is also a part of the delivery agreement for testing equipment, other temporary equipment, delivery, delivery of software, and for delivery of equipment based on proforma invoice and/or purchase orders.

Contents

1. General.....	1	2.15. Telephone Assistance	7
2. Service Types and Descriptions.....	2	2.16. On-site support.....	7
2.1. Equipment Delivery	2	3. Warranty	8
2.2. Software Delivery	2	4. Damage Responsibility.....	8
2.3. Hardware Installation	2	5. Contact Persons.....	8
2.4. Deinstallation/Reinstallation, and other Movements of the hardware	3	6. Error Reporting.....	8
2.5. Upgrade of the operating system and software	3	7. Deadline for Error Repair According to Maintenance Contracts	9
2.6. Maintenance of the Computer Equipment (Hardware and Software).....	3	8. Normal Working Time.....	9
2.7. Maintenance of Software and System Support	4	9. User's Interventions in the Computer and Software Equipment.....	10
2.8. Maintenance of Own Software.....	5	10. Maintaining Confidentiality and Software Protection	10
2.9. License Transfer for Own Software.....	6	11. Applied Law.....	10
2.10. License Transfer for Other Software	6	12. General Conditions regarding Payments and Revalorization	10
2.11. Tuning of the System.....	6	13. Price List	11
2.12. Preventive Maintenance	7	14. Changes of General Conditions.....	11
2.13. Rental or Leasing of the Equipment.....	7	Index.....	12
2.14. Equipment Testing, Demo Installation.....	7		

1. GENERAL

(2) *Certain terminology used in this XGBTC has specific meaning. This is defined further in this chapter. For easier reference, all paragraphs are numbered. At the end of this document an Index of terms can be found, with paragraph numbers, identifying where a particular term occurs.*

(3) *This document is generally divided into the following:*

- The description of different types of services (Chapter 2); and
- The description of the general relations of the contract (other chapters).

Each contract defines the services, which are its subject. Any terms stated in the description of the services, which are not connected to the specific contract are not relevant for such contract and do not bind Xenya or other contractual parties. The terms of the *XGBTC*, which are not part of Chapter 2 are also applied for all other types of business and services, not defined in Chapter 2 (e.g. consultations, development, communication services, etc.)

(4) "*Xenya*" in this document stands for company Xenya d.o.o., Celovška cesta 172, Ljubljana, Slovenia, its subsidiaries or agents, employees, hired experts, subcontractors, and proxies thereof.

(5) The expression "*computer equipment*" stands for all hardware, communication or terminal equipment, and personal computers with all embedded software (firmware). Expression "*software*" is a common expression used for all programs from the level of operating system up to and including application software.

(6) The expression "*as a rule*" describes the terms and conditions that apply, unless redefined or changed in a specific contract. Contracts can also change terms not marked with "*as a rule*", but these are rare exceptions. "*As a rule*" defines the topics that can be changed before entering into the contract. After the contract is made, these terms are valid if not changed within the contract itself. Standard conditions present the conditions and ways of implementation of the deal, as defined in this *XGBTC* (mostly with the terms "*as a rule*"). Any exceptions from the standard conditions are defined in the specific contract.

2. SERVICE TYPES AND DESCRIPTIONS

2.1. Equipment Delivery

(7) The delivery of computer, communication, and other type of equipment, refers to the delivery of the equipment to the User's premises. Xenya or any shipping agent may deliver these goods. It is the Users responsibility to check the quantity and quality of the delivered equipment, which represents the receipt of the equipment. The user confirms the delivery by signing a delivery note. As a rule, the serial numbers of the supplied equipment are stated on such a delivery note, unless the delivered parts do not have serial numbers. After the signing of the delivery note, Xenya only acknowledges complaints regarding the equipment that could not be found out at the receipt of the equipment. If the installation of the equipment is carried out by Xenya, then any discovered malfunctions of the delivered equipment will be repaired during the installation time.

(8) The delivery is, as a rule, conducted in the original packing. Before the delivery, Xenya performs testing of all the equipment which is to be delivered and is part of the regular sales program. Where the User also buys software, and Xenya carries out the whole installation, then the software equipment is, as a rule, installed onto the systems at the premises of Xenya before the delivery.

(9) Xenya can perform partial shipments, but will, to the best of its ability; do so in logical functional modules.

(10) The delivery of the equipment is, as a rule, conducted within normal working times. Xenya announces the delivery via telephone at least one day in advance. The transport costs are, as a rule, included in the of the equipment.

(11) In some cases Xenya can deliver hardware initially for temporary use. Such delivery is confirmed with an appropriate written temporary acceptance document, which is later changed into a written confirmation of the delivery (e.g. testing, which results in the purchase of the equipment). In such cases, the valid date of delivery will be the date on the first document, unless otherwise agreed.

(12) In some cases, Xenya supplies temporary substitute equipment before delivery of the actual equipment. If the substitute equipment is functionally adequate, then the date of substitute equipment delivery is the date of the actual delivery. In such cases, Xenya will take, free of charge, all necessary steps for replacing the substitute equipment with the final one.

2.2. Software Delivery

(13) The delivery of the software can be made by delivery of the medium on which the software stored or by the installation of the software directly onto the User's system. In cases when the User's system is not

appropriately equipped for installation of the software (e.g. does not have CD ROM unit), the delivery will be accomplished via the help of Xenya's mobile unit, which will be connected to the User's system.

(14) At delivery of the software, all documentation is also delivered. In some cases the documentation is a separate product, and as such is supplied only when agreed to in the contract. In other cases, only the basic documentation is enclosed with the software, the majority of the User documentation is on CD-ROM. If the User does not have appropriate equipment for the usage of documentation via CD-ROM, then Xenya will install the documentation onto the system.

(15) At delivery, Xenya prepares a written document, with which the User confirms the receipt of the software.

(16) If the producer delivers software together with the license documentation (e.g. license certificates for operating systems, keys etc.) then Xenya can enable usage of the software equipment, after delivery, with the help of the temporary license. Final license documentation is then delivered, at the latest, within two months after the date of software delivery.

2.3. Hardware Installation

(17) Installation of the hardware, sold by Xenya is, as a rule, included in the price of equipment. For equipment bought from other suppliers, the installation is available as separate service.

(18) Installation of hardware includes:

- Supervision of the unpacking of equipment and the releasing of any transport safety devices;
- Setting-up the modules in functional use;
- Connection of equipment, except for connection and installation of computer and terminal network unless especially agreed on beforehand;
- Starting the usage by testing in accordance with the producer's standards;
- Implementation of the active state of the equipment, here the producer's standard tests are used as a reference standard.

(19) The equipment's connection with the network is included in the installation, if the installation of the computer network is already prepared and documented well enough that the connection is possible.

(20) If the equipment is not delivered by Xenya, then a detailed inspection must be conducted. At this inspection Xenya warns of and detected problems and anticipated possible difficulties arising from incompatibility of the equipment.

(21) Installation does not include repairs required due to transport damages, or damages caused by non-expert attempts of installation. Installation also does not include possible redesigns, necessary because of incompatibility of the equipment, which was not specified by Xenya. For such operations, a special offer

should be prepared, which is charged on a price per call(s) basis.

(22) Installation of the system and application software equipment is described in the Chapter 2.5.

2.4. Deinstallation/Reinstallation, and other Movements of the hardware

(23) Deinstallation and reinstallation are required in the case of removal of the equipment and in other cases when necessary. Deinstallation and reinstallation includes checking if the equipment is functioning as required, its preparation for packing, control of the packing, and all services needed for new installation. The price(s) of this service is not included in the regular maintenance or warranty agreements, so for each such service a special offer is made.

(24) In usual offers for deinstallation / reinstallation, the following services and/or goods are not included, if not explicitly offered and priced:

- Material needed for packing and transport;
- Packing and unpacking;
- Transport or transport organization;
- Transport insurance costs;
- Responsibility for damage incurred during transport;
- Responsibility for the data contained on the system;
- Repairs or replacements needed due to transport damages;
- Repairs or replacements needed because of client's carelessness during the period of deinstallation, transport, or reinstallation.

(25) If verification of the system functioning was conducted before deinstallation, and this cannot be repeated after the reinstallation, there is (deemed to be) a hidden damage. Its repair is included in the costs of deinstallation / reinstallation, unless it is possible to recover it from other sources (e.g. insurance) or it has occurred because of transport damage and transport in not included in the offer.

(26) If the deinstallation was not conducted by Xenya, then the reinstallation is charged in accordance with the valid price list for installation; in such cases a detailed checking of the equipment is necessary before the preparation of an offer.

2.5. Upgrade of the operating system and software

(27) Installation of the operating system and accompanying software is included in the price, if system was sold by Xenya. Xenya installs software on new systems in accordance with the specifications of the producer. The offer for the software installation is, as a rule, based on the simultaneous installation of all the equipment. Any further installations required in the future will be charged separately. The initial software

installation also includes installation of approved patches, delivered by the software producer.

(28) Installation does not include the transfer of any licenses, or rights for usage, for the installed software (license transfer is different from the actual installation). The User must have valid licenses, or rights for usage, for the installed software.

(29) Providing a distribution medium, and software documentation, is not a part of the installation, but can be agreed upon separately. Xenya can prepare, according to its judgment, a complete distribution image of the software (e.g. copy of the system disk with all software already installed) or can install each single product onto the User's system from distributions.

(30) System software is installed onto the system, as a rule, in accordance with the producer's standards for the software installations, and in accordance with Xenya's standards. As a rule, the last version of the system software is installed together with any advised patches. If a User needs a non-standard installation or other version because of its specific needs (e.g. application needs), the installer should be notified before the installation. Xenya adapts standard installation based on its judgment and accessible information to the currently valid security standards (producer's reports and CERT reports). If such installation differs significantly from the documented standard installation, then Xenya explains the differences and reasons.

(31) Installation does not include the installation of the User's applications to the computer system (apart from applications, sold by Xenya).

(32) Installation of the software on the existing system does not include procedures, necessary for the preservation of the client's data on the system. As a rule, Xenya saves vital system data like User data, connection settings for the network, network printers, etc. The procedures necessary for establishing the application environment, which was not adapted in accordance with the producer's standards (so environment changes was done in the non-standard way) are charged separately. In such cases, Xenya warns the User of the potential troubles on a best-try basis, but does not carry any responsibility for actual problems. Xenya will take care for standard adaptation of the environment and application functioning for all the applications, which were distributed in the past or together with the installation.

2.6. Maintenance of the Computer Equipment (Hardware and Software)

(33) Regular maintenance of computer equipment is a contractual obligation of Xenya to maintain the normal functioning of the hardware. Equipment, maintained by Xenya, must be listed in the maintenance contract – together with their serial numbers. All changes in the configuration of the maintained equipment must be subject to the annexes to the maintenance contract.

The purchase contract usually defines that, after the expiration of the warranty, the regular maintenance of the equipment follows. Extensions to the purchase contract can include that all subsequent installations of computer equipment are also a part of the regular maintenance after the expiration of the warranty. Computer equipment maintenance, as a rule, includes:

- Preventive maintenance;
- Diagnosing and locating troubles;
- Replacement of damaged modules;
- Maintenance of the spare parts stock;
- Installation of the changes on the equipment, as specified by the producer (FCO);
- Counseling regarding the maintenance of the computer equipment and its expansions.

(34) The maintenance price includes all necessary standard work and materials, together with the costs of keeping spare parts on stock.

(35) If the computer equipment was not delivered by Xenya, or if there has passed more than one month between the end of the warranty and beginning of the maintenance, then the computer equipment must be checked to determine whether the equipment is suitable for maintenance. Prior to start of maintenance, all changes to the equipment hardware and software revisions must be performed.

(36) Maintenance of the computer equipment includes all preventive maintenance except the maintenance that is scheduled more frequently than once a month, in accordance with the producers' instructions. It also includes telephone and e-mail help to the User as specified in the Chapter 2.15.

(37) Within the maintenance, Xenya repairs the errors by exchanging modules or repairing the modules according to its judgment. Installed changed modules can be new or refurbished, and are part of normal maintenance. Maintenance also includes a warranty for changed or refurbished modules; cancellation of the maintenance contract also means cancellation of the warranty for changed or restored modules, regardless of the time passed between change or repair and cancellation.

(38) In order to repair errors Xenya can temporarily change a module, a set of modules or even the whole system, with a spare module, set of modules or system, which enables the same or similar functionality to the User. In such cases, the User is responsible for the arrangements of all license keys, or other security mechanisms in the software, depending on the damaged module or system, if such licensing devices were not supplied by Xenya

(39) In the case of unusual configurations, the maintenance contract can define one of the following possibilities for certain components:

- The component(s) is not covered with a spare part. In such case, the replacement is made by the purchase of the spare part within a reasonable time. For such components, the terms of the longest repair time are not valid. Costs of replacement(s) and/or repair are included in the

maintenance costs and are thus covered by Xenya;

- The component is not covered with a spare part. Xenya can ensure all work needed for troubleshooting, but does not cover the costs of major repairs or replacement(s) of the component(s);
- The component(s) is not part of the maintenance contract. Xenya is not responsible for the component(s). In case of doubt, the component(s) is taken out of the system and after the functioning of the system is checked again without this component(s). Xenya repairs or replaces such component(s), according to the tariffs for tasks, based on a per-call basis and/or prices for new or restored component.

(40) Computer equipment maintenance does not include:

- Changes of consumables (e.g. magnet media, tapes, toners etc.) and parts, which are subjected to aging and wearing out (e.g. transport, drums and heads of printers, heads on magnet data unit, including DAT, DLT, Exabyte) and especially those whose wearing out depends on way of usage (keyboards and mice);
- Work and material needed for:
 - Repair of troubles, which are the result of an accident, carelessness, and/or intentional damage;
 - Non-expert, or wrong, usage;
 - Malfunctions of power installation or discharging, aberrations from the defined parameters of the environment;
 - Acts of god and other non-predictable events.

(41) Works of this kind (paragraph 40) are charged separately. Xenya may repair troubles without extra costs according to its judgments, but such cases this should not be seen as a rule for other similar cases.

(42) Maintenance does not include the education of User's employees for equipment usage.

2.7 Maintenance of Software and System Support

(43) Regular software maintenance is done for the software delivered or provided by Xenya, for the software for which Xenya does not hold copyrights and for the software installed by third parties. Regular maintenance of the software for which Xenya does not have any copyrights means ensuring software functioning under the conditions defined by the copyright holder (supplier or producer of the software). Xenya does not take any responsibility for the regular functioning of the equipment. However, upon request by the User, it binds itself to inform the supplier regarding all the errors in the functioning of the software according to the standard software manufacturer's procedures. Xenya will also provide workaround procedures on a best effort basis.

(44) System software maintenance includes:

- Telephone assistance with the User's system engineers as defined in Chapter 2.15;
- Help with the system in order to repair system software errors as defined in Chapter 2.16;
- Help with occasional tuning of the system;
- Help with installation of new versions of system software products;
- Cooperation with others who maintain software (even if not Xenya) in case of more complex troubles with computer system;
- Counseling when purchasing and/or installing new computer equipment or system software.

(45) Maintenance of the system software equipment does not include installation of new versions of system software products, except for those products that have this service especially defined in the contract. Maintenance of the system software includes neither maintenance of the applicable software nor adaptation of the applicable software to new versions of system software.

(46) Where a third party conducts the maintenance, Xenya binds itself to cooperate with them, in an appropriate way in the case of more complex problems with the system, or in the case where there are doubts as to whether the problem lies in the software or the computer equipment. Where constructive cooperation is not possible, the User bears any costs for additional tasks, which would not be necessary if Xenya was maintaining the computer equipment.

(47) Maintenance does not include tasks necessary to activate the functioning of the software system after any non-expert interventions. It also does not include routine everyday tasks on the User system, e.g. issuing passwords, making security or other backups, managing disk space etc.

(48) Xenya occasionally, according to its judgment and in cooperation with the software supplier, stops maintaining old versions of the software. Where possible, Xenya notifies Users about these intentions at least three months in advance, unless the supplier dictates a shorter period.

(49) System software maintenance is included in the warranty maintenance agreement in cases when Xenya supplies the whole computer system.

(50) If the contract (or warranty) defines the right for installation of each new version, the User can request those installations. In such cases Xenya will install the new version within one month after the first possible delivery. Without explicit request it is up to Xenya's judgment, and agreement with User (depending on the availability of application software on the new version of the software), how often these general installations should take place.

2.8. Maintenance of Own Software

(51) Own software refers to the software developed by Xenya, or software for which Xenya has the copyrights,

regardless if it was sold directly by Xenya or not. Maintenance of own software includes:

- Repairing errors in normal software functioning;
- Ensuring the functioning of the software at the installation of new system software versions;
- Installation of new versions of software that Xenya prepares for installation at the Users request;
- Telephone support to the User's contact person(s) as specified in Chapter 0;
- Help on the system in the case of repairing malfunctions as specified in Chapter;
- Support and consulting on software usage;

(52) Errors in the software represent deviations from the documented functioning of the software. An error is also the way of functioning of the software, which is not in accordance with the description of the software product, forming part of the license contract for the software, or the current version of such document.

(53) Xenya ensures the proper software functioning, of each new system version, within at least one month of its first regular installation in Europe.

(54) Xenya upgrades its own software constantly with new functions. At least once a year Xenya develops a new version applicable to all supported Users. Xenya decides, according to its judgment, which new functions will be built in the software. These decisions are, in part, based on the expressed requirements of the Users, but Xenya is not bound to implement any particular new functionality. At the installation of each new version, Xenya converts the data necessary for the continuous usage of the software.

(55) Xenya, according to its judgment, takes into consideration the wishes, suggestions, and requests of the Users, for new functions and the planning of their implementations. User's cooperation in specifying new functionalities is welcomed, but not obligatory.

(56) Xenya occasionally, according to its judgment, removes old functional modules, which become redundant due to other (newer) software functions. Users are informed about such changes at least three months in advance. Xenya occasionally stops maintaining the software of old versions of the system software equipment, but it informs Users about this at least three months in advance. Xenya retains the right to decide, at any time, that new functions will not be offered on the old versions of the system software.

(57) Xenya presents all the latest enhancements to the software to the User before installation of the new version. Xenya informs Users from time to time on planned enhancements to the software.

(58) If a User does not want, or cannot install, three consequent new versions, Xenya can cancel the maintenance contract in writing, or suggest different maintenance conditions. In such cases Xenya is free from any contractual obligations, or obligations regarding the functionalities of the software according to the license contract.

(59) The system software in this chapter includes the operating system, database systems, tools used for application software, and other software needed for the function of the application software, which is not under direct supervision of Xenya.

2.9. License Transfer for Own Software

(60) Own software is the software, developed by Xenya, and any software for which Xenya has, even partially, the copyrights, regardless if the software was not licensed directly by Xenya. License transfer for own software to the end User means the transfer of the usage rights of the software on the User's computer system or on other systems for User's needs defined in the contract. Licenses are, as a rule, non-transferable, non-exclusive, and permanent rights to use the software system. Users cannot issue a sublicense(s).

(61) Functionality of the software, for which the license is being transferred, are, as a rule, defined in the contract or its annexes. Usually Xenya enables test use of the software before the actual transfer of the license.

(62) For own software, Xenya guarantees that it is a result of its own development or that the copyrights of the original copyright owners are settled and that, by transferring the license, it does not break intellectual rights of any kind.

(63) The User obliges itself to treat the licensed software as a trade secret and handle with it according to the terms of copyright law. For any possible breaches of copyrights, the User undertakes full material and legal responsibility.

2.10. License Transfer for Other Software

(64) License transfer for other software, for which Xenya does not have any copyrights, is, as a rule, done in two phases. Xenya will mediate for the license transfer between the copyright holder and the User, which is a party to the license transfer contract. However, the (sub)license contract that the User must sign defines the direct relation between the copyright holder and User. The (sub) license contract is sometimes explicit (a signature is required), or in other cases this is implied e.g. opening of the packing for the software.

(65) In some cases Xenya is authorized to transfer the license rights directly to the User, without concluding the sublicense contract. In such a case, the copyright holder is simply notified of the issued sublicense.

(66) License transfer for other software to the end User means transfer of the usage right of the software for the User's needs on their computer system or for other systems according to User's needs, as defined in the contract. Transfer of the license means non-transferable, non-exclusive, and permanent, right to use of the software system. Users cannot issue a

sublicense(s), unless such clause is explicitly provided in the sublicense contract.

(67) When transferring the license(s) for other software, Xenya does not guarantee its functioning. Warranties are given by the original copyright holder. Functioning of such software is, as a rule, described in its public documents.

(68) By signing the sublicense contract, the license relation is transferred between the copyright holder and the User, in such case, Xenya does not give any warranties that the license rights holder is authorized to issue sublicenses.

(69) User obliges itself to treat the licensed software as a trade secret and handle it according to the terms of copyright law. For any possible breaches of copyrights, the User undertakes full material and legal responsibility. In cases when Xenya is authorized, it will take control over copyright breaching of software. The User is obliged to enable such control.

(70) The User cannot use software without license rights on the computer equipment, delivered by Xenya. User is obliged to erase all software without license rights from their computer equipment (even if the software was installed on the system by accident or the User had a temporary license). Xenya cannot be responsible for unauthorized usage of software in the User's computer system.

(71) In cases when Xenya installs software requested, and provided, by the User, Xenya is not responsible for the license rights arrangements of such software and is not obliged to check for any such arrangements (unless Xenya is specifically authorized by the holder of copyrights for this software).

2.11. Tuning of the System

(72) Tuning of the system is included in the procedures for system software maintenance and system support (on system, where this makes sense). However it is available also as a special (one-time) service. Tuning of the system is done based on measurements of the system functionality over a period defined by the User (as a rule, this is one week). Based on measured system performance, Xenya prepares a report regarding the usage of system resources and a proposal for changes in the system settings that will lead to its improvement. In agreement with the User, Xenya performs the proposed changes and repeats the measurements.

(73) Some proposals for improving the functioning of the computer system can be stated for the changes of the application software. Xenya does not make such changes, unless on its own equipment. Xenya also does not carry out the relocation of data from one memory medium to the other, unless this is explicitly defined in the contract.

2.12. Preventive Maintenance

(74) Preventive maintenance includes tasks, which must be carried out on the hardware, or software, periodically. This includes all tasks that are planned, in accordance with the producer's manual, not more often than once per month. It also includes checking of any errors, recorded in the system, regarding the functioning of certain modules. Apart from that, it includes regular checking of the file systems and databases for consistency and error logs and similar actions, serving to ensure a higher reliability of the system. It is included in all regular maintenance contracts. Planning of the preventive maintenance is conducted in agreement with the User. The User must enable preventive maintenance during the warranty period and at future times, during the maintenance contract validity. Any cost for damages, incurred due to the inability to perform preventive maintenance, is to be paid in whole by the User.

2.13. Rental or Leasing of the Equipment

(75) When Xenya provides the equipment for rental or leasing, it remains its owner and the User is given the right to use it. Any damage or demolition to the equipment from the time of installation forward, is the responsibility of the User, unless the equipment is installed on the premises of Xenya, or is under its control. The User binds itself to handle the equipment with all necessary care. The User is obliged to pay for any damage incurred to the equipment due to unusual use, not respecting the equipment usage manual, or carelessness. At delivery, the User signs a document confirming the receipt of the equipment.

(76) In cases of rental, or leasing, with the purchasing option, Xenya remains the owner of the equipment until full and final payment for the equipment.

(77) Xenya remains the owner of the license rights for the software provided for rent. The User has the right to use it for its own needs. Xenya does not bear any responsibility for violations of copyrights caused by using unlicensed software on the rented equipment.

(78) Rented equipment must be maintained regularly until the transfer of the ownership. This maintenance must only be conducted by Xenya. For any additional equipment added, or connected, to the rented equipment, Xenya must give its written consent, or it must be agreed in the rental contract in advance.

(79) Xenya has the permanent right to access the rented equipment in the presence of the User.

2.14. Equipment Testing, Demo Installation

(80) Xenya can enable the on-site testing of the equipment and/or software according to its judgment. Delivery of such equipment is confirmed in writing, with specified time limits. The status of such equipment is

the same as the status of rented equipment. Testing of the equipment is free of charge for one month after the date of installation, unless a different period is defined in writing. When the testing period is over, Xenya may charge rent for the equipment for each further month (or part thereof). The price of this rent is equal to 6% of the equipment value according to the valid price list at the time. In the case where the equipment is later purchased, the amount of rent for the previous six months is deducted from the purchase price.

2.15. Telephone Assistance

(81) Telephone assistance is provided to the User's employees (contact persons) for usage of the computer system or application software equipment. It also includes help to the User's employees communicated via electronic mail. Its extent is limited in the contract on a monthly or quarterly basis. Telephone support is counted in blocks of 20 minutes, regardless of whether the full 20-minute time is completed. Work conducted via electronic mail is calculated as half the time required for the answer. Xenya charges any time exceeding the contracted support time for the telephone support in accordance with the current valid price list. The exceeded monthly or quarterly support quotas cannot be carried-on to other accounting periods. Calls required for repairing errors in equipment or software do not count as part of telephone support.

(82) The telephone support is staffed by engineers designated by Xenya under its internal organizational rules. Xenya will consider staffing the support team in such a way that each User has a stable support person, but Users cannot choose the support engineer of their choice. Usage of personal phone numbers and personal e-mail addresses is strongly discouraged. Support services are available during the normal working times for Xenya employees. If there are special agreements included in the contract, then help is also available outside normal working times. In such cases, the User is provided a list of telephone numbers that they can use outside working times. Telephone assistance is included in all regular maintenance contracts.

2.16. On-site support

(83) On-site support at User's site is made when the presence of a support engineer is necessary for the User's computer system or for the User's employees and it is more efficient than providing help via telephone or other means. On-site support needed for repairing errors in equipment or software does not count as part of the on-site quota. Any on-site visit is, as a rule, agreed or requested via the telephone. The extent of on-site support is limited to the monthly or quarterly quota as defined in each contract. The actual on-site time is counted as rounded to two hour blocks. Traveling time is not counted. The agreement specifies the travel and living expenses. As a rule, all travel expenses within Slovenia are covered by Xenya and all

other travel expenses are covered by the User. Longer visits can be arranged, and will be charged according to the current valid price list. Monthly or quarterly quotas cannot be transferred to other accounting periods.

(84) If an on-site visit was agreed upon and tasks could not be performed, in whole or in part, due to reasons on the side of User, the visit is accounted for as conducted even if the tasks could not be completed. For any visit the User must ensure the presence of a competent person (contact person). To a reasonable extent, the User must ensure that the visitor from Xenya can park and unload any equipment.

(85) On site support is staffed by engineers designated by Xenya under its internal organizational rules. Xenya will consider staffing the support team in such a way that each User has a stable support person, but Users cannot choose the support engineer of their choice. On-site support is available during the normal working hours of Xenya, if there are special agreements in the contract, or agreements for each visit separately, then a visit outside the normal working time is also available. In such cases, the User is provided with a list of telephone numbers that they can use outside the normal working time.

3. WARRANTY

(86) The contract, as a rule, defines a one-year warranty maintenance period for the equipment sold by Xenya. This is included in the price of equipment. Warranty maintenance includes the same tasks as regular maintenance of a computer or software system. A warranty period longer or shorter than one year is exceptional, and explicitly defined within contracts. If warranty conditions do not define otherwise, then the warranty maintenance is conducted according to the standards of computer or software maintenance (e.g. longest response time, longest repair time, extent of support, etc.).

(87) As a rule, a warranty period starts inclusively from the day of the equipment installation. If equipment cannot be installed within 15 days after the completed equipment delivery, due to the User, then the warranty period starts inclusively from the delivery date. If a User installs the equipment by themselves, then the warranty time starts inclusively from the date of delivery.

(88) For software for which Xenya has the copyrights, the warranty period is, as a rule, three months, or as defined in the contract. During this period Xenya installs all new versions of the software and repairs malfunctions under the conditions valid for application software maintenance. The warranty period starts inclusively from the date of installation of the software for the User.

(89) For system software, installed by Xenya, the same warranty conditions are valid as offered by the supplier of the software. Installation of new versions, in this

case, is not included in the warranty unless explicitly agreed to in the contract.

4. DAMAGE RESPONSIBILITY

(90) Xenya does not bear any responsibility for possible loss of the data incurred, directly or indirectly, due to inadequate data protection and backup procedures. This is valid also in cases when the data loss occurred due to malfunction of equipment or software delivered, maintained, or guaranteed, by Xenya.

(91) Xenya does not bear any responsibility for consequential, accidental, direct or indirect damage, incurred due to defective or incorrect functioning of the computer or software equipment. The highest compensation for any kind of damage, in the case of maintenance contracts, is the amount equal to a half-year payment for the maintenance of computer or software equipment relative to the damage incurred. Xenya is not responsible for any damage caused by delay in development or deliveries. All indemnity for possible delay is covered by penalty clauses defined in the contract.

(92) When the usage of the computer or software would not be possible because of delayed deadlines, through fault of Xenya, the User can request a decrease of the maintenance price, proportionally, for the delayed period.

5. CONTACT PERSONS

(93) The User nominates an authorized contact person in writing, who is responsible for all contacts with Xenya, for coordination of the activities, and the planning of tasks, according to the agreement. Xenya contacts the User through this person, apart from direct help to the actual Users. The User can change the nomination of the contact person in writing at any time.

(94) At the commencement of the contract, Xenya gives the User a list of persons performing the tasks according to the contract. Xenya can change the list at any time in writing. Xenya will ensure, within its capabilities, a constant contact person for each field defined in the contract.

(95) A contact person's data, as a rule, includes; name, surname, telephone and fax number, and e-mail address.

(96) If the contact persons, defined in this chapter, were not appointed at the time of signing of the contract, then these nominations can be done at any time on the request of one of the contract parties.

6. ERROR REPORTING

(97) Error reporting is a written request sent by mail, fax or electronic mail, by the User's contact person. It includes all data regarding the circumstances of where and when this error occurred and all data enabling the error's reproduction. For efficient planning, the User must describe the effect of the error on their work; if this

is cannot be accomplished then the error is deemed of minor importance.

(98) Errors can be initially registered via telephone on a special telephone number, so that all error reports are registered. The response times, or the longest repair times, are then measured from the moment of registration of the report.

(99) Error reporting conducted in a non-standard way (e.g. telephonically to some of the Xenya's employees and not on the special telephone line) is not deemed registered, and thus the terms of the longest response times, or longest repair times, are not valid. Xenya will note such reporting in the register according to its responsibilities, but the times can be measured only for registered error reporting.

(100) If the User is, by maintenance or purchase contract, obliged to deliver computer equipment, e.g. for service or repair, to Xenya on its own costs, then the response time is not relevant. Error registration time in such cases is the time of the equipment's receipt by Xenya.

7. DEADLINE FOR ERROR REPAIR ACCORDING TO MAINTENANCE CONTRACTS

(101) The response time, is the time passed from error registration until the moment when a qualified Xenya engineer starts solving the User's problem; usual help means a visit to the User and the start of diagnostic procedures. If the problem is clear enough (as deemed by Xenya personal), the diagnostics can be done via the telephone.

(102) The longest response time, is the longest time for which Xenya responds in the case of computer or software problems, as defined in the contract. In the maintenance contract the specification of longest response time can be divided into classes, e.g. for when system usage is not possible and other classes.

(103) Repair time, is the time needed for the repair of the error, reported by the User. If necessary, Xenya can solve the error with some temporary solution, or with a procedure for a temporary workaround. If the problem is solved temporarily, then Xenya will find a permanent solution later within the repair procedure. If the User can normally continue with their work, then this temporary time is not counted within the repair time.

(104) The longest repair time, is the longest time in which Xenya responds in the case of computer or software problem, as defined in the contract. In the maintenance contract the specification of longest repair time can be divided into classes, e.g. when system use is impossible, when it is severally obstructed, and other classes.

(105) Xenya binds itself to respond to the User's error reporting, within the standard maintenance contract of computer or software, as soon as possible, but at the latest within two working days. In case of emergencies (e.g. Where the error significantly hinders User's work) Xenya binds itself to solve disturbances in the

functioning of computer and/or software or propose temporary solution with existing means as soon as possible, but at latest within five working days from the error report. If the error is of minor significance, the repair time is ten working days. These deadlines can be shortened. Shorter deadlines are regarded as over standard contracts, and the prices are thus higher in accordance with the price list of Xenya. These terms must be especially agreed upon in the maintenance contract or warranty terms.

(106) For some specific systems, the maintenance or purchase contract defines that the repair of the equipment must be done on the premises of Xenya. In these cases the User delivers computer equipment to Xenya at their own cost. The response time for such cases is not relevant and the error registration time is the time of receipt of the equipment by Xenya.

(107) Software repair time does not include the period when the usage of the computer system is not possible because of reasons outside Xenya's access. It also does not include the period when the User's computer system is not reliably accessible over computer communication links, if these are the basis of the contract implementation.

(108) The User can enable the access to its computer system to Xenya via computer communication links with an effective, continuous, and reliable, transfer speed of at least 50000 bauds (Internet). In this case Xenya obliges itself to shorten the response time in the maintenance contract to one working day and consequently lower the price of software equipment maintenance.

8. NORMAL WORKING TIME

(109) Xenya is open for Users on working days (Monday to Friday) from 8.00 to 15.00. Xenya is closed on Saturdays, Sundays and public holiday. It is also closed on days, when one working day falls between a public holiday and the start of end of a weekend.

(110) If the error report arrives outside the normal working times, then it is deemed to have arrived at the beginning of the next available working day.

(111) All procedures, completed by Xenya are, as a rule, performed within normal working times. However, for each task, a separate agreement of time is possible. The User and Xenya individually schedule more extensive maintenance tasks, which request exclusive use of data or the computer system. In such cases the first possible time suggested by Xenya is the one that counts for fulfilling the response and repair time deadlines, even if, due to User's limitations or other reason(s), the execution within this deadline is not possible. Xenya binds itself that it will complete the support tasks within its capabilities, in such a way, that will not disturb the regular User's work more than necessary.

9. USER'S INTERVENTIONS IN THE COMPUTER AND SOFTWARE EQUIPMENT

(112) Xenya does not bear any responsibility for the functioning of computer or software equipment during the warranty or regular maintenance period, if the User, or any other third person, makes any changes to the computer or software equipment without Xenya being notified.

(113) Changes to the computer equipment include connections and disconnection's of its particular components, not done in accordance with the Xenya's instructions (e.g. switching over SCSI units, serial lines, keyboards, monitors and also connections and disconnection's of the equipment from the power supply if this is not well installed). Any costs for the computer system's reinstallation after such interventions are, in whole, payable by the User. It may be defined in the contract, or in its annexes, which person(s) may intervene in the computer system apart from Xenya.

(114) An intervention in the computer or software equipment in the case of rent, warranty or maintenance of system, or application software, also includes the interventions of any equipment, which were not specifically defined in the contract, and about which Xenya was not notified.

(115) Each of above mentioned, non-approved, interventions during warranty period can result in instant cessation of the warranty without additional notice.

10. MAINTAINING CONFIDENTIALITY AND SOFTWARE PROTECTION

(116) Xenya obliges itself to maintain confidentiality regarding all data that it would come across when working on the User's computer system or with the User's software. This is valid also for User's software, which will also be kept in confidence in the sense of protecting copyrights. Xenya will not copy User's data and software unless absolutely necessary. All such copies will be destroyed after the accomplishment of the work. All data that contracted parties give each other in order to implement the contract, or the data, to which they have access on computer systems, is treated as confidential, and any such confidential information must be kept by both parties.

(117) The User will use the software, on its computer system in accordance with the terms of copyright and other relevant law. This is especially valid for all software for which Xenya has the copyrights, and where the usage right was transferred to the User with a license contract. The user will prevent access to the computer system, and all data storage media with software, for which Xenya has the copyrights, to everybody, unless specifically agreed with Xenya otherwise in writing. Software for which Xenya has the copyright can be copied only for usage on the User's computer system and for data protection.

(118) The User and Xenya oblige themselves to immediately inform the other party in cases of breaching confidentiality and/or unauthorized use of software. In such situations, the User and Xenya will cooperate as much as possible to eliminate any consequences.

(119) All terms regarding copyrights, their protection, and maintaining confidentiality are valid permanently, even in case when contracts are no longer valid.

11. APPLIED LAW

(120) The jurisdiction for applying contract, and other relevant laws, applied in all dealing with Xenya, is the one valid within the Republic of Slovenia. According to the subject, the contracts are divided into the following;

- Sales contracts, for the sale of computer equipment;
- Contracts for license rights transfer of author's work, if the subject is sale of rights for the usage of the software;
- Work contract, if the subject is maintenance of computer or software equipment.

(121) Agreed contracts are valid for the legal entities stated in the contract and are not valid automatically for their related entities, its employees or legal successors. This is especially valid for license relations, which are, as a rule, non-transferable.

(122) At status changes, the contract relation is, as a rule, transferred to the legal successor of the company, but explicitly with written notification and response by all other contracted parties, which should not reject the transfer without reasonable founded grounds. The same procedure is valid for the sale of equipment, or the transfer of the warranty rights, or maintenance. Xenya will not give unreasonable limitations on the sale of license rights, if the transfer is under its control, but it will levy a charge, for at least manipulative costs, connected with such a transfer.

(123) Xenya executes some tasks, agreed to in the contract, through subcontractors. The subcontractor is, as a rule, stated in the contract. If the subcontractor is not stated, but is necessary for the performance of the contract, then Xenya can leave realization of the contract obligations to the subcontractor. Xenya will accept the User's demands to change the subcontractor or to realize tasks directly in a reasonable time, but this would not be the case in realization of urgent, or time critical, tasks, that would otherwise not be accomplished. Xenya takes full responsibility for the performance of its subcontractors.

12. GENERAL CONDITIONS REGARDING PAYMENTS AND REVALORIZATION

(124) The contract defines the frequency of payments in the case of regular periodic obligations. The User's obligation for timely payment is conditional for the execution of the tasks. A delay in payment, longer than

one-month, gives Xenya the right to cancel the contract or temporarily stop work.

(125) Prices in the contract(s) and in price list(s) are, as a rule, based on prices denominated in Euro (EUR).

(126) The User becomes the owner of the computer, software, or communication equipment, which is the subject of the contract, when all its obligations are settled. If the User delays a payment for more than 2 months, Xenya can deinstall the delivered equipment and, for its indemnity, charge either rent for the period when the equipment was installed or an amount which is at least equal to, or more than, 30% of equipment value.

(127) In cases of installment payments, Xenya has the right to give temporary license keys, for the software, for the period until total payment is made. At the time of full payment, Xenya obliges itself to install and deliver the permanent license keys. In the case of non-payment, Xenya does not bear any responsibility for any damage caused by the expiration of temporary keys.

13. PRICE LIST

(128) Xenya publishes prices in price lists for standard products and services. These prices are approximate prices for making an offer. Prices are, as a rule, base on Euro, even if the base currency is not actually mentioned, on the day of forming the price list. Regular customers may have, as a rule, a discount on these

prices. The discount's percentage, or amount, depends on the volume and type of business. Xenya can also grant commercial discounts according to its judgment, this however cannot be taken as a basis for price forming.

(129) Changes to prices are valid from the day of publishing new price lists. When a contract price is linked to a price list (e.g. annual maintenance fee is 20% of the software's price), the new price is used in all subsequent invoices.

14. CHANGES OF GENERAL CONDITIONS

(130) Xenya changes the XGBTC from time to time. Xenya can send the changed XGBTC, for confirmation, to all partners with valid contracts. If a partner does not agree with changed conditions, it can request a change of contract within one month after the receipt of the changes, which would exclude some or all of the changed clauses. If Xenya and the partner cannot agree upon a changed contract, the contract is rescinded on the date of the written document with which the partner expresses its initial non-agreement with changes to the XGBTC.

(131) Xenya changes XGBTC in accordance with its internal regulations regarding documentation control. However, procedures for XGBTC changing, notifications on such changes, and updating of controlled versions, are subject to Xenya's Quality Manual.

INDEX

A

access to the software, 10
application, 1, 3, 5, 6, 7, 8, 10
application software. *See*
application
authorized, 6, 8

C

changes, 10, 11
general conditions, 11
prices, 4, 9, 11
computer equipment
delivery, 2
confidentiality, 10
contact person, 5, 8, 9
contract, 1, 11, 12
copying software, 10
copyright, 5, 6, 10

D

damage, 3, 4, 7, 8, 11
deinstallation, 1, 3
delivery, 1, 2, 5, 7, 8
demo Installation, 1, 7
discount, 11
distribution, 3
distribution medium. *See*
distribution
documentation, 2, 3, 11

E

employees, 1, 4, 7, 9, 10
error reporting, 9
exchanging modules, 4

G

General Business Terms, 1, 11

H

help, 2, 4, 7, 8, 9
hired experts, 1
holiday, 9

I

installation
of the hardware, 1, 2, 3
software, 3, 4, 5
standard, 3

K

key. *See* software

L

latest time for repair, 9
law, 6, 10
license, 2, 3, 4, 6, 11
temporary, 2, 6, 9, 11
longest response time, 8, 9

M

maintenance tasks, 9
own software, 5
computer equipment, 3
system software, 4

N

new version, 5, 6

O

ownership, 11

P

packing, 2, 3, 6
partial shipments, 2
particular services, 1
patches, 3
payment, 7, 8, 11
penalty, 8
price, 11
price list, 11, 12

R

reinstallation, 3, 10
removal, 3
rented equipment, 7

repair time, 4, 8, 9
response time, 9
revalorization, 11

S

saturdays, 9
security, 3, 4, 5
software
application. *See* application
delivery, 2
for which Xenya does not have
copyright, 4, 5, 6
installation, 2, 3, 4, 5, 6, 7, 8
keys, 2, 4, 11
maintenance, 3, 4, 5, 6, 7, 8, 9,
10, 11
new versions, 5, 6, 8
non-Xenya, 8
old versions, 5
own, 5, 6, 7, 9
treating the licensed, 6
subcontractor, 10
substitute equipment, 2
Sundays, 9
support quotas, 7

T

temporary change, 4
temporary acceptance, 2
testing, 1, 2, 7
Testing of the equipment is free of
charge, 7
testing period, 7
trade secret, 6
tuning, 5

W

warranty
cessation, 10
end of, 4, 5, 7, 8, 9, 10
for changed modules, 4
for software, 6
warranty maintenance, 5, 8
working time, 8

X

Xenya, 1