Software Maintenance Agreement

between   **DrAmaT Łukasz Źródlak**
ul. Hansa Poelziga 6/8
54-115 Wrocław, Poland
DUNS: 422454248
VAT EU: PL8821966044

- in the following referred to as the Provider -

and

Company
Address

Country
Contact Person

- in the following referred to as the Maintenance Customer -

(Note: Maintenance Customers can only be companies or legal persons under public law or public assets.)

§1 Object of Agreement

The Provider will provide software maintenance for the Maintenance Customer for the following software program:

DrAmaT Robot Studio

The contract can only be finalized for the current program version available at the purchase date.

The subject of the software maintenance is the most recent program version of the software program released by the Provider and supplied to the Maintenance Customer.

With the subsequent acquisition of additional modules, i.e. fee-charged program enhancements that can be purchased in addition to the basic version.

Additional licenses of the software that are purchased at a later stage are automatically included in the existing Agreement at the corresponding fee rate.

§2   Scope of Maintenance

1. The software maintenance shall update the software named in §1 to the latest released version.

2. The software maintenance covers:

   (a) The electronic delivery of updates, i.e. program changes within a program level of the software program to a higher version of the program.

   (b) The electronic update of hardware license key: the Provider generates the V2C update file for only one hardware license key as soon the Software Maintenance Agreement is finalized and the Maintenance Customer provides to the Provider C2V file for specific hardware license key. The V2C file is valid during maintenance period and allows to use all program's updates released during maintenance period with the hardware license key which has been updated.

   (c) The ability to access new component data.

   (d) Responding to general questions regarding delivery, serial numbers and activation of the software program and updates, as well as the ability to access component data.

   (e) Consulting for questions and problems in respect of the use of the software program named in §1.

   If there are changes to the legal rules and standards that are of importance to the software program referred to in §1, the Provider is not obligated to provide such updates.

3. The software maintenance does not cover:

   (a) The purchase of additional modules or plugins,

   (b) The installation of updates, upgrades and new software,

   (c) The removal of defects to the software programs named in §1,

   (d) Training in respect of the use of the software program named in §1.

   Upgrades and additional modules and plugins can be ordered at the list price as part of a separate agreement.

§3   Maintenance Fees

1. The annual maintenance fee is 200 €, plus the legally applicable value added tax.

2. The maintenance fee is due annually in advance, for the first time on conclusion of this Agreement. The maintenance fee is due upon receipt of the invoice and should be transferred to the Provider's bank account within 14 days.

3. Maintenance Customer can not extend his previous Software Maintenance Agreement in case the new Software Maintenance Agreement is ordered more than three months later than the previous SMA agreement expired. In this case to use all existing licenses with the new software the customer has to purchase them once again.

§4   Agreement Period

1. The Agreement commences on the day of receipt by the Provider of the Software Maintenance Agreement signed by the Maintenance Customer and will be valid until the end of the calendar year in which it was purchased.

§5   General

1. Only the law of the Republic of Poland is valid. The UN Sales Law (CISG) is excluded.

2. No supplementary agreements have been made. Changes to this Agreement must be made in writing. The annulment of this written form clause also requires the written form.

3. The exclusive place of jurisdiction and performance is Wrocław, Poland.

Wrocław,

_____
       Date

_____
Place, Date

_____
DrAmaT Łukasz Źródlak

_____
Maintenance Customer