

SERVICE AGREEMENT number: 1234567/08 about support and maintenance of program system GEO5

is effective between Supplier:

Fine s.r.o., Zaverka 12, 169 00 Praha 6, VAT: CZ45244952

and User:

User

1. Object of the contract

- 1.1 Object of the contract is providing support and maintenance of program system *FINE (FIN, GEO)*, which is used by the User according to the Licence terms and conditions. The agreement includes all programs owned by the User.
- 1.2 The supplier undertakes to provide the following services for an annual flat rate without charging any other fees:
- a) Customer support (technical hotline and professional engineering assistance) via e-mail, telephone or personally in supplier's offices. Hotline is provided in Prague on workdays from 9:00 to 12:00 and from 13:00 to 16:00 (Central European Time Zone), or through Fine dealer's support lines, when applicable.
 - b) Updates and upgrades of current version of the program (including new or modified documentation) via internet. Download and installation of updates and/or upgrades are performed by the User. Updates and/or upgrades on a CD can be shipped to customer only on a request and it is not an object of this contract.
 - c) Update and upgrade (including new or modified documentation) of the other versions, which were introduced during validity period of this agreement. Documentation is provided only in electronic form (printed documentation is not included in price of the software and it is not an object of this contract).
- 1.3 Other services such as installation, trainings, travelling costs, hardware services and other material costs are not objects of this contract.

2. Price and payment conditions

- 2.1 Price of the provided services is 15 percent of the current price of all purchased licenses excluding volume discounts given at the time of purchase. The agreement automatically includes software maintenance for all following supplies of software within the product. Duration of the agreement stays the way it is and the price of the services is recalculated according to the current selection of software products.
- 2.2 The fee for the services supplied for the period of one year from the day of purchasing the program resp. signing the agreement is due annually according to the invoices issued by the Supplier. The Supplier sends the invoice to the User at least 14 days prior to its due date.

3. Validity period of the agreement

- 3.1 The agreement is concluded for indefinite period.
- 3.2 The agreement can be terminated:
- a) by a written notice of the User delivered to the Supplier at least one month prior to the end of the period, for which the service was paid according to par. 2.2
 - b) by not paying the service fee according to invoices sent by the Supplier
- 3.3 The agreement comes to effect by the day of paying the invoice for services by the User using traditional ways or Supplier's e-shop.

4. Warranties

- 4.1 The Supplier is responsible for User's damages only in case of claim for negligence or intentional damage. The warranty does not include any consequential damages such as lost profit, business losses, data losses etc. The liability is limited to the paid annual service fee.

5. Other terms

- 5.1 The agreement can be modified only in written form. If there are matters that are not clearly notified in the agreement, they are governed in accordance with the Commercial code.
- 5.3 The agreement is done in two copies, one of which is issued to the User and the other one belongs to the Supplier.

In Prague: 21.112008

Supplier:

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stamp and signature