MAINTENANCE AGREEMENT (FOR AN INDEFINITE PERIOD OF TIME)

CUSTOMER'S AGREEMENT No. 07/2013

The undersigned:

1. The private limited company PhoeniX B.V., established and having its business address in the BTC Gebouw, Hengelosestraat 705 in (7521 PA) Enschede, for the purpose of this document legally represented by .M.T. Korthorst, hereinafter to be referred to as: '**PhoeniX**';

and

2. International Laser Center ILC, established and having its business address at Ilkovicova 3, 84104 Bratislava, Slovak Republic for the purpose of this document legally represented by *PROF. ING. F. UHEREK* .... Hereinafter to be referred to as: '**the Customer**';

Whereas:

*   the Customer uses software supplied by PhoeniX;
*   the Customer wishes to hand over the maintenance of this software to PhoeniX;
*   PhoeniX is willing and prepared to provide this service for the software supplied;
*   PhoeniX and the Customer have expressed the desire to lay down the agreements reached in an agreement.

have agreed the following:

1. Subject of the agreement and consequences

1. In this agreement software is taken to mean: the software supplied to the Customer by PhoeniX, for which the maintenance is hereby handed over to PhoeniX.
2. PhoeniX will make every effort to perform the service with care. All services provided by PhoeniX will be performed on the basis of a best endeavours obligation.
3. The maintenance consists of:
   a. access to the PhoeniX Website with self-help functions, free updates, etc.;
   b. providing user support;
   c. dealing with disruptions;
   d. releasing new versions (upgrades) and/or releases (updates) in order to:
      - correct faults;
      - enhance/improve performance;
      - adapt the software to the new operating software (releases of version) to be taken into use by the Customer in so far as PhoeniX has granted prior permission for this;
   e. an annual training course for up to two of the Customer's employees in the use of the software at the premises of PhoeniX;
4. Maintenance is not taken to mean: work by PhoeniX connected with adding additional functionalities, content, applications and suchlike to the software requested by the Customer. PhoeniX is prepared, though not obliged to perform such work at the usual rate.
5. The maintenance by PhoeniX does not affect the Customer's personal responsibility for managing the software, including checking the settings, the use of the software and the way in which the results of the use of the software are applied. The Customer is also responsible for the instruction to and the use by users of the software.
6. The Customer will install, design, parameterize, tune the (help)software and, if necessary, modify the hardware used in this, other software and user environment and bring about the interoperability desired by the Customer.
7. PhoeniX is not obliged to carry out the data conversion.

2. Software to be maintained

The software for which the Customer is handing over the maintenance to PhoeniX is shown in Annex 1.

3. Service hours

The Customer can request support and report faults during service hours: from 09:00 to 17:30 hours CET, with the exception of Saturdays, Sundays and officially recognised public holidays in the Netherlands.

4. Completion time and termination

1. This agreement will come into effect once it has been signed by both parties.
2. This agreement will be entered into for at least 1 year. If it has not been terminated, the maintenance agreement will be tacitly renewed from year to year.
3. With due regard for a two-month period of notice, the Customer reserves the right to terminate the maintenance agreement in writing in each case after one year.
4. Each of the parties is authorised to dissolve this agreement, as long as the other party has attributably failed to fulfil essential obligations arising from the agreement and only after that party has been given proper written notice of default in writing. Payment and/or cooperation obligations on the part of the Customer are at all times deemed to be essential obligations arising from the agreement.
5. If PhoeniX at the time of the dissolution as referred to in Article 4.4 has already performed work for the Customer, this work and the associated payment obligations cannot be undone, unless the Customer proves that PhoeniX is in default for an essential part of this work. Any amounts that PhoeniX has invoiced prior to the dissolution in connection with the work it has already properly performed or supplied as part of the agreement, will continue to be payable in full (with due regard for the above) and will become immediately payable and due at the time of the dissolution.
6. Each Party is authorised to terminate this agreement with immediate effect, without any further notice of default or prior judicial intervention being required, either in part or in full, if:
   a. the other Party applies for a suspension of payments;
   b. the other Party is declared bankrupt;
   c. the other Party is liquidated or terminated as a legal entity, other than for the benefit of the reconstruction or mergers of companies;
   d. if the decision making authority over the Customer's company changes.
7. The Parties are not obliged to pay any damages or to refund any monies already received as a result of this termination.
8. The termination or dissolution of this agreement does not discharge the Parties from their ongoing obligations arising from it. The termination or the dissolution of this agreement ex-

plicitly does not discharge the Parties from the provisions laid down with respect to liability, intellectual property, the applicable law and the competent court.

5. Price and fees

The maintenance will be performed by PhoeniX at the prices quoted in Annex 1. This price is exclusive of VAT and inclusive of all additional costs.

6. Invoicing and payment

1. All prices are exclusive of value added tax (VAT) and other government levies. Invoicing and payment will take place in Euros or US Dollars.
2. Amounts relating to the maintenance of the software and other services are payable irrespective of whether the Customer is using the software or is using the maintenance option.
3. Invoices are paid by the Customer in accordance with the payment conditions stated on the invoice. The Customer is not entitled to offset or suspend a payment.
4. If the Customer fails to pay the amounts due on time, the Customer will owe the statutory trade interest on the outstanding amount, without any reminders or notice of default being required. If the Customer after having received a reminder or notice of default still fails to pay the outstanding amount, PhoeniX is entitled to hand over the claim to a third part, in which case the Customer will be obliged to pay all judicial and extrajudicial costs on top of the total amount outstanding, including possible costs relating to experts as well as costs relating to possible failed mediation.

7. User support / Service desk

1. Support consists of advice on the use and the functioning of the software by phone and/or by e-mail.
2. Support can be called in during service hours, via the Support department of PhoeniX (telephone number: +31 534836460, e-mail: support@phoenixbv.com). Support will exclusively be granted to the Customer's employees.
3. PhoeniX will deal with properly substantiated requests for support within a reasonable time and will follow the standard procedures it has in place.

4. As the employees of the service desk have to rely on the information provided and actions performed by the Customer, the PhoeniX service desk is not liable for the Customer's actions.

5. The employees of the service desk are authorised to inspect (non public) data files belonging to the Customer, in so far as it is necessary for them to do so in order to provide the support.

6. Use of the service and/or support by the Customer is deemed to be:
   - approval by the Customer for service desk employees to have access to its data files;
   - the promise by the Customer, to lend its cooperation in the execution of the work by the service desk employees.

7. The required cooperation may consist of the Customer providing the necessary information.

8. Non-disclosure

The Customer and PhoeniX will ensure that any information received from the other Party of which one knows or can reasonably be expected to know that it is confidential, remains confidential. The Party that receives confidential information, will only use this for the purpose for which it was provided. Information will in any event be deemed to be confidential if it has been referred to as such by one of the Parties.

9. Dongle

1. In this agreement a Dongle is taken to mean: a hardware key that can be connected to the computer via the USB port, which makes it possible to use the software (for which the maintenance was handed over) installed on that computer.

2. When entering into this agreement the Customer will receive one extra Dongle. The sole aim of this Dongle is to make it possible for the Customer to use the software for which the maintenance was handed over at home or en route.

3. The Customer is explicitly not allowed to use this extra Dongle at one of its company locations. In the event of established misuse of the extra Dongle, PhoeniX reserves the right to terminate the maintenance agreement with immediate effect, without being obliged to refund any fees already paid.

10. Procedure for reporting error messages

1. The Customer will report any errors found in the software in a detailed fashion. PhoeniX will deal with error messages in accordance with the provisions laid down in Article 11.

2. Error messages may relate exclusively to the most recent version/release of the software, as well as the version/release with respect to which the warranty period on purchase of the software still applies and the version/release which was installed less than 3 months prior to the message as referred to in Article 12.7 of this agreement.

3. Error messages can only be reported by the Customer's employees during service hours, via the Support department at PhoeniX (telephone number: +31 534836460, e-mail: support@phoenixbv.com).

4. The aim of this procedure relating to error messages is:
   a. to get the software working again. In order to achieve this, the first action will always be aimed at by-passing the problem. This has priority over actual rectification of the error in the software.
   b. Once a) has been attained, PhoeniX will commence rectification of the error, whereby the error (unless otherwise agreed) will be dealt with as a priority III error, as referred to in Article 11.

11. Dealing with error messages

1. PhoeniX will make every effort to rectify the error in and/or make improvements to (subsequent new versions of) the software and will do so to the best of its ability. Depending on the priority, the results will be made available to the Customer in a fashion and over a period to be determined by PhoeniX.

2. PhoeniX is entitled to introduce temporary solutions or software by-passes or problem-evading limitations to the software.

3. A priority code will be allocated to every message relating to errors in the software. PhoeniX will determine which priority code is to be allocated to any errors occurring, if necessary, in consultation with the Customer.

4. On the basis of this priority code, PhoeniX will make every effort to carry out the necessary activities, in accordance with the table below.

Priority code	Situation	Action
I	The software cannot be used; critical impact on production environment; situation needs to be rectified immediately.	As soon as possible after having been informed of the error, PhoeniX will undertake actions that will lead to a solution and will continue to do so until an acceptable solution is found, or until it appears that a more detailed investigation is required, if necessary, with the involvement of third parties.
II	The software is operational, but only with serious limitations; a bypass is available, the situation urgently needs to be rectified.	As soon as possible after having been informed of the error, PhoeniX will undertake actions that must lead to a solution.
III	The software is only operational in part.	Within an acceptable period after having been informed of the error, PhoeniX will undertake actions that must lead to a solution.
IV	Improvements are required in the software as a result of deviations from the specifications.	PhoeniX agrees to the request to improve the software and meet said request in due course.

5. In the event of priority I or II error messages, telephone or e-mail contact will take place as soon as possible leading to said actions. In all cases, (electronic) confirmation of all problems reported must take place. The Customer will place all relevant information at the disposal of PhoeniX, who will make an analysis of the error message.

6. If required, the Customer will install, configure, parameterize, tune the amended software and, if necessary, modify the hardware used and the user environment itself.

12. Exclusions

1. The maintenance of the software does not include the repair of errors, defects and shortcomings that result from or are associated with:

a. user errors or inexpert use of the software, likewise including errors in the input of data or in the data itself;

b. changes made to the software other than those made by or on behalf of PhoeniX;

c. use of the software which contravenes the terms and conditions applicable to the software or which contravenes the instructions in the user documentation;

d. changes to or errors, defects or shortcomings in hardware (including existing systems) or other software that is not part of the maintenance to be performed by PhoeniX;

e. failure on the part of the Customer to have maintenance performed on the software in time;

f. use of an older version of the software which is no longer maintained by PhoeniX;

g. repair of data which has been lost or damaged;

h. other causes which cannot be attributed to PhoeniX.

2. The costs of any work that is not covered by the maintenance subscription, and the maintenance costs and/or extra maintenance time arising as a result of provisions laid down in the previous paragraph, will be charged to the Customer on the basis of the hours worked, and on the basis of the normal fees charged by PhoeniX.

13. New versions and releases

1. The Customer is entitled to a new version (upgrade) and/or release (update) of the software.

2. PhoeniX will notify the Customer about any new versions or releases of the software that become available, at all times.

3. PhoeniX can insist that the Customer enters into a new written agreement with PhoeniX when a version incorporating new possibilities and functions becomes available which is subject to a different fee.

4. PhoeniX may replicate certain functionalities from a previous version of the software without any changes, but cannot guarantee that each new version contains the same functionality as the previous version. PhoeniX is not obliged to maintain, to amend or to add Customer-specific features and functionalities in the software.

5. The Customer will install, configure, parameterize and tune the software itself.

6. PhoeniX can insist that the Customer modifies its system, if this is deemed essential for the proper functioning of a new version/release of the software.

7. Three months after notifying the Customer of the availability of an improved version/release of the software, PhoeniX is no longer obliged to rectify any errors in the previous version/re-

lease and to render any support and/or maintenance with respect to the previous version/release, unless this version/release is still covered under the terms of a warranty.

14. Customer's obligation to cooperate

1. The Customer will provide any data and/or information deemed useful, necessary or desirable by PhoeniX and render all necessary assistance at all times. If the Customer deploys its personnel or third parties for rendering this assistance or for providing this data or information, the Customer will guarantee that these individuals possess the necessary know-how, expertise and experience to do so.

2. The Customer bears the risk for the selection, the use, the application and the management of hardware, software, websites, databases and other products and materials and for the services to be provided by PhoeniX. The Customer is responsible for ensuring the proper installation, assembly and operationalization and for the correct settings of hardware, software, websites, databases and other products and materials.

3. If, for the effectuation of this agreement, the Customer does not provide PhoeniX with data, documents, hardware, software, materials or personnel deemed useful, necessary or desirable by PhoeniX or does not provide these in time, or in accordance with the agreements, or if the Customer fails to meet its obligations in any other way, PhoeniX reserves the right to suspend effectuation of the agreement, either in part or in full, and to charge the costs arising from this to the Customer. This does not prejudice PhoeniX's right to exercise any other legal and/or agreed right.

15. Training

1. Every year, PhoeniX will offer a training course relating to the features, the use and the maintenance of the software. This training course is intended exclusively for employees of the Customer, up to a maximum of two.

2. All training services are carried out on the basis of an obligation to perform to the best of one's abilities. The Customer accepts that PhoeniX will determine the content and the details of the training course.

3. The Customer declares a willingness on its part for its employees to observe the code of conduct applicable at PhoeniX for non-employees.

4. Only those persons registered with PhoeniX by the Customer are allowed access to the PhoeniX site. PhoeniX has the right to refuse access to anyone.

5. The Customer will ensure proper proof of identity, authenticating the identity of the employee, as well as the fact that the employee is employed by or on behalf of the Customer.
6. The Customer is responsible for the choice and the suitability of the training course for the participants.
7. If, in the opinion of PhoeniX, the number of registrations give rise to do so, PhoeniX reserves the right to cancel the training course, to combine it with one or more other training courses, or to hold it at a later date or time.

16. Force majeure

1. Neither party is obliged to fulfil any of its obligations, including any such warranty obligations agreed between the parties, if it is impeded from doing so as a result of force majeure. Force majeure includes:
   a. force majeure on the part of suppliers of PhoeniX;
   b. failure on the part of suppliers to properly fulfil the obligations prescribed by the Customer to PhoeniX;
   c. defects to goods, equipment, software or materials of third parties, use of which has been prescribed by the Customer to PhoeniX;
   d. government measures;
   e. power failure;
   f. disruptions to Internet, computer network or telecommunication facilities;
   g. war;
   h. work sit-ins;
   i. strikes;
   j. general transport problems; and
   k. the non-availability of one or more employees.
2. If the period of force majeure continues for more than ninety days, each of the parties reserves the right to dissolve the agreement in writing. In this event, any work already performed on the basis of the agreement will be settled on a pro rata basis, without parties otherwise being bound to payment vis-à-vis each other.

17. Liability

1. The overall liability of PhoeniX on account of an attributable shortcoming in the fulfilment of this agreement or on any other account, is limited to payment of any direct damages up to a maximum of the price stipulated for this agreement (excl. VAT). The price stipulated for this agreement is fixed as the total of payments (excl. VAT) stipulated for one year. In no event however, will the overall liability of PhoeniX for direct damages, on any account whatsoever, exceed € 10,000.

2. The liability of PhoeniX for damages as a result of death, personal injury or on account of material damage to goods will never amount to more than the amount that PhoeniX's liability insurance company will pay out in such an event. In the unlikely event of non-payment by the liability insurance company, the overall liability of PhoeniX will amount to no more than € 10,000 for damages referred to in this article.

3. The liability of PhoeniX for indirect damages, consequential loss, lost profit, lost savings, diminished goodwill, damages as a result of business stoppages, damages as a result of claims made by the Customer's suppliers, damages relating to the use of goods, materials or software from third parties prescribed by the Customer to PhoeniX and damages relating to the engagement of suppliers prescribed by the Customer to PhoeniX, is excluded. PhoeniX's liability on account of damage, destruction or loss of data or documents is also excluded.

4. Unless fulfilment by PhoeniX remains impossible, PhoeniX's liability on account of an attributable shortcoming in the fulfilment of an agreement will only arise if the Customer serves immediate notice of default in writing to PhoeniX, stating a reasonable period in which the shortcoming can be rectified, and PhoeniX continues to fail attributably in the fulfilment of its obligations after this period. The notice of default should contain as full and as detailed a description of the shortcoming as possible, thus giving PhoeniX adequate opportunity to respond.

5. In order to be entitled to claim damages the Customer must always notify PhoeniX of any damage in writing as soon as possible after it has come about. Any claim for damages against the supplier ends by the mere lapse of twenty-four months after the claim came about.

6. The provisions laid down in this article also apply with respect to all (legal) entities/persons called in by PhoeniX in the execution of the agreement.
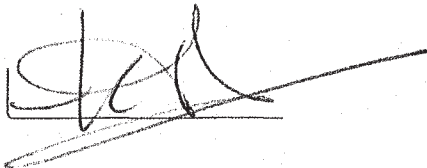
7. The restrictions and exclusions with respect to liability referred to in this article will be nullified if and insofar as the damage is a result of an act of intent or deliberate recklessness on the part of PhoeniX or its management.

18. Final stipulations

1. Applicability of the general terms and conditions of the Customer are hereby explicitly rejected.
2. PhoeniX is authorised to call in third parties for the execution of its obligations arising from this agreement.
3. This agreement is governed exclusively by the laws of the Netherlands. Applicability of the Vienna Sales Convention 1980 is excluded.
4. Any disputes arising from this agreement will be dealt with exclusively by the competent courts in the district of Almelo, the Netherlands.

Thus agreed, initialled on each page and signed in duplicate:
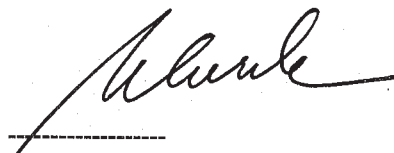
Signature:

Signature:

Medzinárodné
Laserové Centrum
Ilkovičova 3, 841 04 Bratislava
Slovenská republika ②
IČO: 317 80 296

On behalf of PhoeniX,

Name: M.T.Korthorst

Date: 5 November 2013

Place: Enschede, The Netherlands

On behalf of Internationa Laser Center ILC,

Name: PROF. ING. FRANTISEK UHEREK PhD.

Date: 03.12. 2013

Place: BRATISLAVA, SLOVAKIA

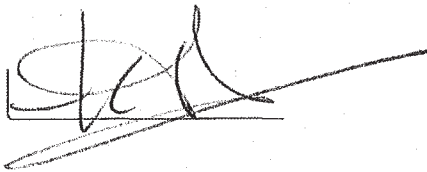# ANNEX I: SCHEDULE

LICENSES	University prices Total in euro
FlowDesigner	€ 971.00
MaskEngineer	€ 3705.00
OptoDesigner- Zone Technology	€ 994.00
OptoDesigner- BPM simulation engine	€ 1131.00
OptoDesigner- BEP simulation engine	€ 1131.00
FieldDesigner TO/EO simulation engine	€ 2956.00
FieldDesigner 3D Ring Resonator	€ 596.00
(yearly software support fee € 1723.00)	

As from the effective date of _November 2013___, this annex I replaces all existing oral and/or written schedules regarding the software for which the Customer is handing over the maintenance to PhoeniX.

Signature:

Signature:

Medzinárodné
Laserové Centrum
Ilkovičova 3, 841 04 Bratislava
Slovenská republika ②
IČO: 317 80 296

On behalf of PhoeniX BV,
Name: M.T.Korthorst
Date: 5 November 2013
Place: Enschede, The Netherlands

On behalf of INTERNATIONAL LASER CENTER
Name: PROF.ING. FRANTIŠEK UHEREK, PhD.
Date: 03.12.2013
Place: BRATISLAVA, SLOVAKIA