



**ADVANCED CUSTOMER SUPPORT SERVICES
ORACLE SERVICES AGREEMENT**

OSA Reference Number: SK-13439081-TOSA-05-Dec-2016

Customer Name: Žilinská univerzita v Žiline

**Oracle Slovensko spol. s r.o.,
Galvaniho Business Center IV.,
Galvaniho 17/A , 821 04 Bratislava,
Slovak Republic, incorporated in
Commercial Register within
Municipal Court of Bratislava I,
section 11027/B, file Sro; ID No:
35690721, VAT No.: SK2020309357**

Customer Address: Univerzitná 8215/1, ŽILINA 010 26,
SLOVAKIA

**Galvaniho Business Center IV., Galvaniho 17/A , 821 04
Bratislava, Slovak Republic**

A. Agreement Definitions

“You” and “your” refers to *Žilinská univerzita v Žiline*, the individual or entity that has executed this Oracle Services Agreement (“agreement”) and ordered services from Oracle Slovensko spol. s r.o., Galvaniho Business Center IV., Galvaniho 17/A , 821 04 Bratislava, Slovak Republic, incorporated in Commercial Register within Municipal Court of Bratislava I, section 11027/B, file Sro; ID No: 35690721, VAT No.: SK2020309357 (“Oracle”). Oracle will provide the services ordered below to you under this agreement. The term “services” refers to the Advanced Customer Support Services (“ACS”) which you have ordered.

B. Services Ordered

You have ordered the services listed below in the table and detailed in the attached exhibit(s) which are incorporated herein by reference. All fees on this agreement are in euro.

Services	Reference	Fees*
Fixed Scope Services	Exhibit 1	€
A. Oracle Premier Support Qualification		
Estimated Expenses	Exhibit 1	€
Fees	835.19	€

*Labor and Expenses are in accordance with the referenced exhibit

C. Rights Granted

Upon payment for services you have the non-exclusive, non-assignable, royalty free, perpetual, limited right to use for your internal business operations, anything developed by Oracle and delivered to you under this agreement; however, certain deliverables may be subject to additional license terms provided in the exhibit. You may allow your agents and contractors (including, without limitation, outsourcers) to use the deliverables for this purpose and you are responsible for their compliance with this agreement in such use. For anything developed by Oracle and delivered to you under this agreement that is specifically designed to allow your customers and suppliers to interact with you in the furtherance of your internal business operations, such use is allowed under this agreement.

D. Ownership and Restrictions

Oracle retains all ownership and intellectual property rights to anything developed or delivered under this agreement. The services provided under this agreement may be related to your license to use programs owned or distributed by Oracle which you acquire under a separate order. The agreement referenced in that order shall govern your use of such programs.

E. Warranties, Disclaimers and Exclusive Remedies

Oracle warrants that services will be provided in a professional manner consistent with industry standards. You must notify Oracle of any warranty deficiencies within 90 days from performance of the deficient services.

FOR ANY BREACH OF THE WARRANTY, YOUR EXCLUSIVE REMEDY, AND ORACLE'S ENTIRE LIABILITY, SHALL BE THE RE-PERFORMANCE OF THE DEFICIENT SERVICES, OR IF ORACLE CANNOT SUBSTANTIALLY CORRECT A BREACH IN A COMMERCIALY REASONABLE MANNER, YOU MAY END THE RELEVANT SERVICES AND RECOVER THE FEES YOU PAID TO ORACLE FOR THE DEFICIENT SERVICES.

TO THE EXTENT NOT PROHIBITED BY LAW, THIS WARRANTY IS EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS, INCLUDING WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

F. Indemnification

If a third party makes a claim against either you or Oracle ("Recipient", which may refer to you or Oracle depending upon which party received the Material) that any information, design, specification, instruction, software, data, or material ("Material") furnished by either you or Oracle ("Provider", which may refer to you or Oracle depending upon which party provided the Material) and used by the Recipient infringes its intellectual property rights, the Provider, at its sole cost and expense, will defend the Recipient against the claim and indemnify the Recipient from the damages, liabilities, costs and expenses awarded by the court to the third party claiming infringement or the settlement agreed to by the Provider, if the Recipient does the following:

- notifies the Provider promptly in writing, not later than 30 days after the Recipient receives notice of the claim (or sooner if required by law);
- gives the Provider sole control of the defense and any settlement negotiations; and
- gives the Provider the information, authority, and assistance the Provider needs to defend against or settle the claim.

If the Provider believes or it is determined that any of the Material may have violated a third party's intellectual property rights, the Provider may choose to either modify the Material to be non-infringing (while substantially preserving its utility or functionality) or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, the Provider may end the license for, and require return of, the applicable Material and refund any fees the Recipient may have paid to the other party for it. If you are the Provider and such return materially affects Oracle's ability to meet its obligations under this agreement, then Oracle may, at its option and upon 30 days prior written notice, terminate this agreement. The Provider will not indemnify the Recipient if the Recipient alters the Material or uses it outside the scope of use identified in this agreement or if the Recipient uses a version of the Material which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Material which was provided to the Recipient. The Provider will not indemnify the Recipient to the extent that an infringement claim is based upon any information, design, specification, instruction, software, data, or material not furnished by the Provider. Oracle will not indemnify you to the extent that an infringement claim is based upon the combination of Material with any products or services not provided by Oracle. Oracle will not indemnify you for any infringement claim that is based on: (1) a patent that you were made aware of prior to the effective date of this agreement (pursuant to a claim, demand, or notice); or (2) your actions prior to the effective date of this agreement. **This section provides the parties' exclusive remedy for any infringement claims or damages.**

G. End of Agreement

If either of us breaches a material term of this agreement and fails to correct the breach within 30 days of written specification of the breach, then the breaching party is in default and the non-breaching party may terminate this agreement. If Oracle ends this agreement as specified in the preceding sentence or under the Indemnification section, you must pay within 30 days all amounts which have accrued prior to such end as well as all sums remaining unpaid for services received under this agreement plus related taxes and expenses. Except for nonpayment of fees, the non-breaching party may agree in its sole discretion to extend the 30 day period for so long as the breaching party continues reasonable efforts to cure the breach. You agree that if you have used an Oracle Financing Division contract to pay for the fees due under this agreement and you are in default under that contract, you may not use the services that are subject to such contract. Provisions that survive termination or expiration are those relating to limitation of liability, infringement indemnity, payment, and others which by their nature are intended to survive.

H. Fees, Taxes, Expenses

All fees payable to Oracle are due within thirty (30) days from the invoice date. Invoices for each service will be provided separately. Fees for any time and materials engagements listed above are estimated fees, as detailed in the referenced time and material services exhibit(s). You agree to pay any sales, value-added, or other similar taxes imposed by applicable law that Oracle must pay based on the services you ordered, except for taxes based on Oracle's income. Also, you will reimburse Oracle for reasonable expenses related to providing the services. Fees for services listed above are exclusive of taxes and expenses.

I. Nondisclosure

By virtue of this agreement, the parties may have access to information that is confidential to one another ("confidential information"). We each agree to disclose only information that is required for performance of obligations under this agreement. Confidential information shall be limited to the terms and pricing under this agreement, and all information clearly identified as confidential at the time of disclosure.

A party's confidential information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party; (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on the disclosure; or (d) is independently developed by the other party.

We each agree to hold each other's confidential information in confidence for a period of three years from the date of disclosure. Also, we each agree to disclose confidential information only to those employees or agents who are required to protect it against unauthorized disclosure. Nothing shall prevent either party from disclosing the terms or pricing under this agreement in any legal proceeding arising from or in connection with this agreement or disclosing the confidential information to a federal or state governmental entity as required by law.

J. Entire Agreement

You agree that this agreement and the information which is incorporated into this agreement by written reference (including reference to information contained in a URL or referenced policy), together with the applicable exhibit(s), are the complete agreement for services ordered by you and that this agreement supersedes all prior or contemporaneous agreements or representations, written or oral, regarding such services. If any term of this agreement is found to be invalid or unenforceable, the remaining provisions will remain effective and such term shall be replaced with a term consistent with the purpose and intent of this agreement. It is expressly agreed that the terms of this agreement shall supersede the terms in any purchase order or other non-Oracle document and no terms included in any such purchase order or other non-Oracle document shall apply to the services. This agreement may not be modified and the rights and restrictions may not be altered or waived except in a writing signed by authorized representatives of you and Oracle. Any notice required under this agreement shall be provided to the other party in writing.

K. Limitation of Liability

NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, DATA, OR DATA USE. ORACLE'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR YOUR ORDER, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL BE LIMITED TO THE AMOUNT OF FEES YOU PAID ORACLE UNDER THIS AGREEMENT, AND IF SUCH DAMAGES RESULT FROM YOUR USE OF SERVICES, SUCH LIABILITY SHALL BE LIMITED TO THE FEES YOU PAID ORACLE FOR THE DEFICIENT SERVICES GIVING RISE TO THE LIABILITY.

L. Export

Export laws and regulations of the United States and any other relevant local export laws and regulations apply to the programs and hardware (including any integrated software and operating system(s)). You agree that such export laws govern your use of the programs (including technical data), hardware (including any integrated software and operating system(s)) and any services deliverables provided under this agreement, and you agree to comply with all such export laws and regulations (including "deemed export" and "deemed re-export" regulations). You agree that no data, information, program, hardware (including any integrated software and operating system(s)) and/or materials resulting from services (or direct product thereof) will be exported, directly or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons

proliferation, or development of missile technology. You shall include the following notice on packing lists, commercial invoices, shipping documents and other documents involved in the transfer, export or re-export of the programs and hardware (including any integrated software and operating system(s)): 'These commodities, technology, software, or hardware (including any integrated software and operating system(s)) were exported in accordance with U.S. Export Administration Regulations and applicable export laws. Diversion contrary to applicable export laws is prohibited.'

M. Other

1. Oracle is an independent contractor and we agree that no partnership, joint venture, or agency relationship exists between us. We each will be responsible for paying our own employees, including employment related taxes and insurance.
2. If while performing services Oracle requires access to other vendors' products that are part of your system, you will be responsible for acquiring all such products and the appropriate license rights necessary for Oracle to access such products on your behalf.
3. This agreement is governed by the substantive and procedural laws of Slovak Republic and you and Oracle agree to submit to the exclusive jurisdiction of, and venue in, the courts in Slovak Republic in any dispute arising out of or relating to this agreement
4. If you have a dispute with Oracle or if you wish to provide a notice under the Indemnification section of this agreement, or if you become subject to insolvency or other similar legal proceedings, you will promptly send written notice to: Oracle Slovensko spol. s r.o., Galvaniho Business Center IV., Galvaniho 17/A, 821 04 Bratislava, Slovak Republic, Attention: General Counsel, Legal Department.
5. You may not assign this agreement or give or transfer any services deliverables or an interest in them to another individual or entity. If you grant a security interest in any services deliverables, the secured party has no right to use or transfer those deliverables and if you decide to finance your acquisition of the services, you will follow Oracle's policies regarding financing which are at <http://www.oracle.com/us/products/financing/legal-policies-068609.html>.
6. Except for actions for nonpayment or breach of Oracle's proprietary rights, no action, regardless of form, arising out of or relating to this agreement may be brought by either party more than two years after the cause of action has accrued.

N. Force Majeure

Neither of us shall be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God; pandemic; electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions (including the denial or cancellation of any export or other license); or other event outside the reasonable control of the obligated party. We both will use reasonable efforts to mitigate the effect of a force majeure event. If such event continues for more than 90 days, either of us may cancel unperformed services upon written notice. This section does not excuse either party's obligation to take reasonable steps to follow its normal disaster recovery procedures or your obligation to pay for services provided.

O. Segmentation

The purchase of (i) hardware and/or related hardware support, (ii) programs and/or related technical support, or (iii) other services are all separate offers and separate from any other order for (i) hardware and/or related hardware support, (ii) programs and/or related technical support, or (iii) other services you may receive or have received from Oracle. You understand that you may purchase (i) hardware and/or related hardware support, (ii) programs and/or related technical support, or (iii) other services independently of any other product or service. Your obligation to pay for (i) hardware and/or related hardware support, (ii) programs and/or related technical support, or (iii) other services is not contingent on delivery of hardware or performance of any other service.

P. Contact Information

ACS Services Sales Representative:

Your Billing/Accounts Payable Contact:

Name:	Steluta Dumitrescu
Address:	
Phone:	40213678242
Fax:	
Email:	steluta.dumitrescu@oracle.com

Name:	Dusan Katuscak
Address:	Tuhovská 33,, BRATISLAVA 831 06, SLOVAKIA
Phone:	421907759613
Fax:	
Email:	dusan.katuscak@fhv.uniza.sk

Q. Order of Precedence

In the event of any inconsistencies between this agreement (excluding exhibits) and any attached exhibits, the exhibits shall take precedence.

R. Change Control Process

Any request for any change in services must be in writing; this includes requests for changes in project plans, scope, specifications, schedule, designs, requirements, service deliverables, software environment, hardware environment or any other aspect of your order. Oracle shall not be obligated to perform tasks related to changes in time, scope, cost, or contractual obligations until you and Oracle agree in writing to the proposed change in an amendment to this agreement and/or applicable exhibit(s).

S. Your General Obligations

You acknowledge that your timely provision of and access to office accommodations, facilities, equipment, assistance, cooperation, complete and accurate information and data from your officers, agents, and employees, and suitably configured computer products (collectively, "cooperation") are essential to the performance of any services as set forth in under this agreement. Oracle will not be responsible for any deficiency in performing services if such deficiency results from your failure to provide full cooperation.

You acknowledge that Oracle's ability to perform the services depends upon your fulfillment of the following obligations:

1. Maintain the properly configured software and hardware/operating system platform to support the services.
2. Obtain licenses under separate contract for any necessary Oracle software and hardware programs before the commencement of services.
3. Maintain annual technical support for the Oracle software and hardware under separate contract throughout the term of the services.
4. Provide Oracle with full access to the relevant documentation and the functional, technical and business resources with adequate skills and knowledge to support the performance of services.
5. Identify a designated contact to Oracle, with the appropriate level of authority, to set priorities, coordinate activities and resolve conflicts between your teams regarding the services hereunder.
6. Provide, for all Oracle resources performing services at your site, a safe and healthful workspace (e.g. a workspace that is free from recognized hazards that are causing, or likely to cause, death or serious physical harm, a workspace that has proper ventilation, sound levels acceptable for resources performing services in the workspace, and ergonomically correct work stations, etc.).
7. Provide any notices, and obtain any consents, required for Oracle to perform services.
8. Limit Oracle's access to any production environments or shared development environments to the extent necessary for Oracle to perform services.
9. Return all Oracle property (e.g., Oracle Advanced Support Gateway, hardware, VPNs, etc.) used for the delivery of services upon Oracle's request and in no event later than fourteen (14) days after the cessation of services.
10. Provide and/or support all third-party software in connection with the provision of the services defined in the applicable exhibit(s) attached hereto.
11. Provide complete and accurate information to Oracle regarding hardware system(s) for, or on, which services are to be performed, including, without limitation the serial number for the hardware system(s).
12. Perform back-up or archival reproductions of all software and data contained on all hardware system(s), and within any of your systems or equipment that may be affected by the services, prior to the commencement of the services.
13. Prior to the commencement of services, inform Oracle of any storage, server, system, application, equipment or environment modifications that may affect Oracle's performance of the services.
14. Perform additional scope specific obligations as may be defined in the applicable exhibit(s) attached hereto.

15. Work with Oracle to facilitate an efficient delivery of services.

T. Data Privacy

In performing the services, Oracle will treat the data that resides on Oracle, customer or third-party systems to which Oracle is provided access to perform services in accordance with the Oracle Services Privacy Policy, which is available at <http://www.oracle.com/us/legal/privacy/services-privacy-policy-078833.html>. The Oracle Services Privacy Policy is subject to change at Oracle's discretion; however, Oracle will not materially reduce the level of protection specified in the Oracle Services Privacy Policy during the period for which fees for services have been paid.

U. Delivery of Services

Unless otherwise set forth in an applicable exhibit, Oracle will determine, in its sole discretion, whether services are provided by remote delivery resources or delivery resources on-site at your location. If services are provided by delivery resources on-site at your location, such services will be provided by local delivery resources (i.e., delivery resources local to your location) if available, as of the effective date of this agreement. If local delivery resources are not available then on-site services will be provided by non-local delivery resources. In addition to the fees set forth in this agreement, you agree to reimburse Oracle, within thirty (30) days of the date of an invoice(s) for same, the travel expenses related to providing on-site services at your location. For services provided by delivery resources on-site at your location, your location will be the location specified in the applicable exhibit.

If services are provided by remote delivery resources, Oracle may provide services by phone, via a customer-specific web portal (if ordered), and/or via electronic communication. For services provided by remote delivery resources, you agree that Oracle may access your systems throughout the performance of services using an Oracle defined standard virtual private network ("VPN"), multi-protocol label switching ("MPLS") connection, or Oracle Web Conference ("OWC"). If necessary to perform services under this agreement, Oracle will provide you with a single pre-configured VPN or MPLS device. You are responsible for the installation of the VPN or the MPLS device on your internet network, in accordance with Oracle's specifications, to create a network connection between Oracle and the customer site(s) as specified in the applicable exhibit(s).

You are responsible for ensuring that your network and systems comply with specifications that Oracle provides and that all components of your Oracle software environment are accessible through the VPN, MPLS, or OWC.

Oracle is not responsible for network connections or for issues, problems or conditions arising from or related to network connections, such as bandwidth issues, excessive latency, network outages, and/or any other conditions that are caused by an internet service provider, or the network connection.

Services are delivered during local business days and hours, excluding local public holidays, in the time zone of the location specified in the applicable exhibit. Services are not available during non-business hours unless otherwise specified in the exhibit.

This quote is valid through **30-Jan-2017**, and shall become binding upon execution by you and acceptance by Oracle.

Žilinská univerzita v Žiline

**Oracle Slovensko spol. s r.o., Galvaniho Business Center
IV., Galvaniho 17/A , 821 04 Bratislava, Slovak Republic,
incorporated in Commercial Register within Municipal
Court of Bratislava I, section 11027/B, file Sro; ID No:
35690721, VAT No.: SK2020309357**

Authorized Signature: _____

Authorized Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Signature Date: _____

Signature Date: _____

Effective Date: **05-Dec-2016**

**ADVANCED CUSTOMER SUPPORT SERVICES
FIXED SCOPE EXHIBIT**

ORACLE CONTRACT INFORMATION

Customer Name: Žilinská univerzita v Žiline
Agreement Number: SK-13439081-TOSA-05-Dec-2016
Exhibit Number: 1

This exhibit incorporates by reference the terms of the agreement specified above.

A. Description of Services

3. Services Description.

A. Oracle Premier Support Qualification. Oracle will perform the following services to assess the eligibility for Oracle Premier Support of the hardware system(s) (“OPSQ”), as defined in Attachment A:

1. Prior to performing the review and inspection specified below, provide you with, and review with you, your answers to the Oracle qualification services questionnaire;
2. Review the hardware system(s) utilizing Oracle diagnostic tool(s) to assess the configuration and revision levels;
3. To determine eligibility for use, Oracle will inspect the hardware system(s) for:
 - a. Visible physical damage;
 - b. Missing or altered hardware components; and
 - c. Determine/identify if hardware components are purchased from and/or manufactured by Oracle or an Oracle authorized reseller.
4. Run an Oracle diagnostic tool(s) to determine if the Solaris Operating System software is operational;
5. Provide an assessment report which identifies issues and required repairs to the hardware systems(s) (“Parts Remediation Report”) that must be resolved prior to being eligible to receive Oracle Premier Support services for the hardware system(s) identified in the Parts Remediation Report. If, based on the assessment report, Oracle determines that there are no issues and no required repairs to the hardware system(s), Oracle will issue a qualification certificate as set forth as below.
6. The following terms shall apply to any such qualification certificate issued by Oracle, in its sole discretion:
 - a. Any qualification certificate issued is valid for a period of one hundred twenty (120) days from the date of issuance (“certification validity period”). You may not order Oracle Premier Support services using the qualification certificate after the expiration of the certification validity period. Within the certification validity period, you are eligible to order Oracle Premier Support services, from Oracle Support Services, under a separate agreement. If you wish to order Oracle Premier Support services after the expiration of the certification validity period, you may order OPSQ under a separate agreement.
 - b. Any qualification certificate issued will be automatically voided in the event of damage to the hardware system(s) (including, but not limited to: failure to maintain environmental conditions within the range specified by the manufacturer, accident, neglect, unauthorized use, unauthorized or improper maintenance, or misuse).
 - c. Any qualification certificate establishes solely that your hardware system(s), set forth in Attachment A, is eligible for Oracle Premier Support services, and such certification is not an implied or express warranty of any kind for the hardware system(s) set forth in Attachment A.
7. Oracle reserves the right to identify, at any time, any hardware system(s) and/or component(s) not manufactured by or for Oracle and sold by Oracle (either directly or by an Oracle-authorized partner) (“third-party product”). In the event a third-party product is identified by Oracle, such third-party product is subject to the Third-Party Product section of the Oracle Hardware and Systems Support Policies. The current version of the Oracle Hardware and Systems Support Policies may be accessed at <http://www.oracle.com/us/support/policies/index.html>.

B. Your Service Specific Obligations and Project Assumptions.

You acknowledge that your timely provision of and access to office accommodations, facilities, equipment, assistance, cooperation, complete and accurate information and data from your officers, agents, and employees, and suitably configured computer products (collectively, “cooperation”) are essential to the performance of any services as set forth in this exhibit. Oracle will not be responsible for any deficiency in performing services if such deficiency results from your failure to provide full cooperation. For services provided by remote delivery resources as described in section U of the agreement, you agree that Oracle may access your systems at your Univerzitná 8215/1, ŽILINA 010 26, SLOVAKIA site. For services provided by resources on-site as described in section U of the agreement, Oracle will perform such services at your Univerzitná 8215/1, ŽILINA 010 26, SLOVAKIA location.

You acknowledge that Oracle’s ability to perform the services depends upon your fulfillment of the following obligations and the following project assumptions:

1. Your Service Specific Obligations.

1.1. Your Oracle Premier Support Qualification Specific Obligations.

- a. Respond to Oracle’s standard qualification services questionnaire prior to the commencement of OPSQ; and
- b. Upon commencement of OPSQ, you will provide documentation of a valid license for the Solaris Operating System software.

2. Service Specific Project Assumptions.

- a. You acknowledge and agree that your payment of fees for OPSQ is not conditioned upon issuance of a qualification certificate;
- b. The scope and fees for services under this exhibit do not include any tests for firmware or software other than those expressly stated in the description set forth herein. Any other software will remain on the hardware system(s) unless you and Oracle agree in writing that such software will be removed;
- c. Services associated with the procurement of parts, parts remediation, resolution of issues identified in the Parts Remediation Report and/or parts installation are outside the scope of the services;
- d. OPSQ does not include the removal of any software on the hardware systems identified in Attachment A; and
- e. You may purchase required parts, parts installation and/or any associated services for parts remediation and under separate contract through your Oracle Premier Support services representative.
- f. It is expressly agreed that the terms of this exhibit and the ordering document supersede any terms included in the qualification certificate and that any terms included in the qualification certificate shall not apply to the services.

You acknowledge that if Oracle’s cost of providing services is increased because of your failure to meet the obligations listed in the agreement or this exhibit, failure to provide cooperation, or because of any other circumstance outside of Oracle’s control, then you agree to pay Oracle for such increased costs. Such increased costs may include time during which Oracle resources are under-utilized because of delays.

C. Term.

The term of services shall be six (6) months from the effective date of the agreement (“Term”).

Notwithstanding any provision or interpretation of this exhibit to the contrary, Oracle’s obligation to provide you with services under this exhibit terminates on **05-Jun-2017** (“End Date”). As of the End Date, any portion of the services that Oracle has not provided prior to the End Date shall be automatically forfeited by you on the End Date, and you shall not be entitled to any refund, or any credit toward additional or other services, for any unused portion of the services. In order for Oracle to provide services to you after the End Date, Oracle and you shall mutually agree, in writing, under a separate agreement and exhibit, to the terms and fees for such services.

D. Fees and Expenses.

Upon your execution, and Oracle’s acceptance of the agreement, you agree to pay Oracle a fee of **835.19EUR** for the services described in this exhibit, as well as expenses and any applicable taxes related to the provision of such services. The total fee will be invoiced in advance of the services being provided. The total fee does not include expenses or any applicable taxes. Expenses will be invoiced monthly as they are incurred. Expenses are estimated to be, in the

aggregate, an additional **100.00EUR**. All amounts payable to Oracle are due within thirty (30) days of the invoice date. All fees due under this exhibit are non-cancelable and the sums paid nonrefundable.

E. Project Management.

You shall designate a project manager who shall be solely responsible for (i) project management associated with this exhibit and (ii) direction of services provided to you by Oracle under this exhibit. Oracle shall provide services under this exhibit only under the direction of such project manager, who shall make all decisions in connection with anything relating to project management and direction under this exhibit.

Attachment A – Hardware System(s) List

Model Number/Description	Quantity	Serial Number	Location
Pillar Axiom 600	1	A003924BNZ	Univerzitná 8215/1, ŽILINA 010 26, SLOVAKIA