

Hosted Solution Software Agreement

"Agreement"

between

1st **Scionics Computer Innovation GmbH**, represented by the directors John Duperon and Jeff Oegema, Löscherstrasse 16, 01309 Dresden, Germany

"Scionics"

and

2nd **Neuroimunologický ústav SAV, v.v.i.**, represented by the director, doc. MVDr. Norbert Žilka, DrSc., Dúbravská cesta 9, 845 10, Bratislava, Slovak Republic

"Client"

1. Hosted Solution

- 1.1 Scionics provides Client with access to PyRAT animal tracking software (the "Licensed Software" or "PyRAT") as a hosted solution for the management of a defined quota of live animals at the following site: **Neuroimunologický ústav SAV, v.v.i.** in Bratislava. The Licensed Software will be installed on a Scionics server which Scionics and Client have access to. Client will receive detailed access instructions for the Licensed Software via e-mail after execution of this Agreement.
- 1.2 The initial number of live animals is limited to 1 200. This quota shall be reviewed quarterly and necessary adjustments to this number will be agreed upon in writing.
- 1.3 In addition to space for the PyRAT database, 5GB of space is reserved for Client for the purpose of uploading files to PyRAT. Examples of uploaded files include PDF's for authorizations, health status, etc. Client will be billed 2,00 EUR (plus potentially required VAT) per month for each extra GB used.
- 1.4 The Client will be billed initially for a 6 month period and biannually thereafter. Client will pay a one-time fee of 450,00 EUR as well as a service fee per live animal per year as described in attachment 3. Invoices (plus potentially required VAT) are to be paid within 30 days of billing via wire transfer. Scionics may suspend or terminate access to PyRAT if fees are past due for further 30 days.
- 1.5 The price stated in Item 1.4 is guaranteed for 9 months. Scionics shall give notice of any price adjustments to Client 4 months prior per written notice.

1.6 This Agreement can be terminated by either party with written notice of 3 months effective at month's end.

1.7 In the event of cancellation, the data stored by PyRAT for Client can be exported for Client if desired. Any such request must be made in writing and with written notice of 3 months effective at month's end.

2. Service/Support

2.1 The price of the package includes 30 days of free e-mail support after access to the software has been granted. Scionics will reply to any technical questions concerning the software via e-mail within a reasonable period of time.

2.2 The description of the additional service included in the hosted solution is attached to this Agreement (Attachment 1).

3. Licensed Software use

3.1 Scionics offers access to the software exclusively in the form of a hosted solution installed on one of Scionics' Contractor's servers and to be used only to manage animals housed in the specified site(s) of their institution (see 1.1) and only by their own employees, students, contractors, collaborators, and customers of the Client. Client is not entitled to allow access to a third party or to use it on behalf of a third party, not including affiliated companies or sites.

3.2 Client is entitled to use the Licensed Software for an unlimited number of users as specified in 3.1.

3.3 Client is not entitled to assign or transfer the Licensed Software in whole or in part to his own employees or to a third party in any form, not including its affiliated companies.

3.4 Scionics is obliged to provide support as stated in Attachment 1 of this Agreement.

3.5 The Licensed Software is copyrighted and trademarked. Scionics does not assign any rights of use or exploitation rights to Client which exceed the use of the Licensed Software package on the basis of this Agreement.

3.6 Client is not entitled to assign claims against Scionics from this Agreement or from agreements connected with this Agreement to a third party.

3.7 Client agrees to not use the Licensed Software for unlawful activities, such as using the emailing

functionality to send spam. Should Scionics find that Client has used the Licensed Software in this way, access to the software will be terminated and service suspended.

4. Data Security

- 4.1 Licensed Software and data are backed up nightly, 7 days per week. Backups are transferred over an encrypted channel to a secured backup machine at a separate location. Backups are kept up to 7 days.
- 4.2 Only authorized Scionics employees have access to application and backup servers. Access to all machines is only via encrypted means. The application servers are provided by a third party hosting service which has access to the machines for the purpose of providing basic server administration tasks, such as replacing failed components.
- 4.3 The operating systems of the application servers are checked for updates daily. Scionics strives to keep current concerning the latest security measures, and adjustments to server configurations and procedures to that end may also result in downtime. In most cases, changes to the service that result in downtime will occur outside of German business hours (8 am to 6 pm, Monday through Friday). In those cases where that is not true, Client will be informed in writing of the potential downtime window.
- 4.4 Clients other than Client may also have application installations and associated data on the application server. The software installation and data of each client are kept in separate locations on the machine. All clients access the software via HTTPS, an encrypted protocol. If Client desires a separate server that is guaranteed to not have other client's software installations, this is possible but requires an additional offer.
- 4.5 All application passwords are stored in an encrypted way (salted encrypted hashes).
- 4.6 Data uploaded by Client as well as data stored by the License Software via the Client's usage is considered the property of Client and confidential. Scionics will not use this data for purposes other than carrying out its obligation hereunder. In addition, Scionics employees are not allowed access to this data, nor will it be shared with a third party unless Client explicitly asks for either to occur.
- 4.7 Scionics reserves the right to store, review, and process debugging and performance logs. These logs are not designed to store usernames or passwords and are not explicitly associated with any particular user. These logs are used solely to improve the service provided.

5. Final Clause

- 5.1 The general terms and conditions attached to this Agreement as Attachment 2 are part of this Agreement (order of validity: Attachment 1, Attachment 2, Attachment 3).
- 5.2 Scionics is entitled to transfer the rights and obligations of this Agreement or of agreements connected with this Agreement to affiliated companies or to a third party.
- 5.3 By signing this Agreement, Client confirms the receipt of Attachments 1-3.
- 5.4 This Agreement is exclusively bound to German law. The United Nations Convention on Contracts for the international Sale of Goods (CISG) does not apply.
- 5.5 The exclusive legal venue Germany. In all cases, in which an agreement on jurisdiction is impossible, the civil process order applies.
- 5.6 In the event that any provision of this Agreement is found to be or becomes null, void or illegal or should the Agreement contain an omission, the enforceability of the remaining provision should not be affected thereby. Instead of the provision which is null, void, or illegal, a valid provision is deemed as agreed upon, which comes closest to what the parties intended; the same applies with respect to an omission.
- 5.7 Each person signing below and each Party on whose behalf such person executes this Agreement warrants that she/he/it has the authority to execute this Agreement.

Attachment 1: Special conditions for "hosted" Service

Attachment 2: Scionics' general terms and conditions

Attachment 3: PyRAT offer

Date. 15.01.2024

.....
Scionics Computer Innovation GmbH

22-01-2024

Date.

.....
Neuroimunologický ústav SAV, v.v.i.



Attachement 1: Special conditions for PyRAT Hosted Service

1. General Services

All Service Levels include:

1. Cost-free updates of the licensed software including the corresponding documentation.
2. Cost-free upgrades of the licensed software (usually semiannual) including the corresponding documentation as a result of steady development and maintenance with regard to client feed-back.
3. Remedy of defects of the licensed software.

Defects can be categorised in the following manner:

- Critical: The entire Solution is down and inaccessible or unusable (repeated crashes, unable to log in, etc)
- Major: Operation of the Solution is severely degraded, or major components of the Solution are not operational and work cannot reasonably continue.
- Minor: Certain non-essential features of the Solution are impaired while most major components of the Service remain functional.
- Cosmetic: Errors that are, non-disabling or cosmetic and clearly have little or no impact on the normal operation of the Solution

Target response times for those categories are as follows:

- Critical: 2 hours
- Major: 2 hours
- Minor: 1 day
- Cosmetic: 1 day

Solution times are the following:

- Critical: 1-2 days
- Major: 3-5 days
- Minor: 7-14 days

2. Client Inquiries (phone and/or email)

Scionics gives advice and support to Client regarding any questions and problems that might arise from the common usage of the licensed software (e.g. data imports, technical advice, usage questions, etc.). The number of free enquiries per year (phone and/or e-mail) depends on the quota size (see **5. Costs**).

If Client has used up the maximal number of cost-free inquiries every additional inquiry will be charged 120,00 € (plus VAT).

3. On-Site Support

Scionics offers on-site support, if desired by Client (e.g. for consulting). Scionics charges 960,00 € (plus VAT) per day. All travel and accommodation expenses are to be paid by Client.

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Fax: +49 (0) 351 202 707 04
E-Mail: contact@scionics.com

Geschäftsführer: John Duperon, Jeff Osgerna
Handelsregister: Dresden HRB 20337
Stz der Gesellschaft: Dresden
USt-IdNr.: DE213263791

Bank: Commerzbank
BLZ: 072 800 51 – Konto: 403 797 500
IBAN: DE23 0728 0051 0463 7975 00
BIC: COMDE33HAN



4. Service Hours

The following service hours for client inquiries and on-site support apply: Monday to Friday, 8 am to 6 pm. Exempted are all public holidays in Saxony.

5. Costs

- Costs depend on the quota size:

Quota	Costs in Euro per animal per year	Number of inquiries per year
Up to 1.000	1,40	5
From 1.001 to 5.000	1,30	10
From 5.001 to 10.000	1,20	20
From 10.001 to 20.000	1,10	30
From 20.001	Contact us for an offer	

- Quota can be modified according to the needs of Client. The minimum quota size is 1000 animals.
- Billing is done biannually.
- The period of notice for this service is 3 months to the end of the month.

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General Terms and Conditions of Scionics Computer Innovation GmbH

1. Cooperation in Licensing and Maintenance

1.1 Scionics performs the installation exclusively via electronic communication/the internet. On-site installation and services require separate agreements.

2. Conditional Sale, Retention of Title, Offset of Claims

2.1 Products that are licensed to Client remain under the ownership of Scionics regardless of payments. Solely the use-rights are obtained by the Client.

2.2 Client and Scionics are entitled to offset only claims that are uncontested or are legally established.

2.3 The Licensed Software is copyrighted and trademarked. Scionics does not assign any rights of use or exploitation rights to Client which exceed the use of the received software package. Any further use, utilization, alteration, adaptation or duplication, as well as any kind of error correction or debugging attempt is prohibited and may be liable to prosecution. Only within the scope of compulsory legal regulations or upon explicit written permission is Client allowed to decompile, test, analyze or copy the entire program.

3. Warranty

3.1 Scionics licenses Licensed Software on an "as is" basis without any warranties or guarantees. This also applies to services.

3.2 Material defects are to be reported in writing immediately or at the latest 14 days after receiving the product (the installation) or the service. Defects not evident during the first 14 days after installation need to be reported in writing at the latest 14 days after the defect is noticed. Otherwise the product or services are deemed to be approved despite the presence of the defect. Scionics cannot refer to this provision if the defect has been fraudulently concealed.

3.3 The Licensed Software is for standard use, not for any Client's particular purpose. The Client accepts that no software is error-free and appropriate for every conceivable application. Scionics makes no guarantee that the Licensed Software functions satisfy the demands of the Client.

3.4 In case of a material defect in software, Scionics will correct, improve or replace the software at Scionics' discretion. Except with respect to intentional acts and omissions and gross negligence, each party's agree-

gate liability to the other party under this Agreement is limited to the amounts paid by Client to Scionics for the Licensed Software and services relating thereto.

4. Miscellaneous

4.1 Any changes or additions to the Contract or GTC must be in writing.

4.2 In the event that any provision of the offer, Contract or GTC is found to be or becomes null, void or illegal or should the Contract contain an omission, the enforceability of the remaining provision should not be affected thereby. Instead of the provision which is null, void or illegal, a valid provision is deemed as agreed upon which comes closest to what the parties intended; the same applies with respect to an omission.

4.3 Scionics and Client are not, nor are obliged to, participate in an alternative dispute resolution according to § 36 VSBG (the German law on alternative dispute resolution for consumers).



Attachment 3: PyRAT offer

Dr. Peter Neradil
Neuroimmunologický ústav SAV
Dúbravská cesta 9
845 10 Bratislava
Slovak Republic

Offer: PyRAT Hosted Service 1200

Date: November 24, 2023
Offer-ID: HS2311241P

Dear Dr. Neradil,

We very much appreciate your interest in our software solution.

Please find our offer for the PyRAT animal facility software as hosted service for your institute (limited to 1200 live animals).

The specific conditions of the hosted service are listed in Appendix 1.

This offer is valid until **December 31, 2023**. Scionics' general terms and conditions apply.

DESCRIPTION	QUANTITY	PRICE
PyRAT installation This includes:	1	One time 500,00 €
<ul style="list-style-type: none">• Web-based installation of PyRAT and potentially necessary additional software on a Scionics' server.• Additional PyRAT installation for testing and user training.		
Discount 10%	1	- 50,00 €
Total PyRAT installation (one-time)		450,00 €
PyRAT Hosted Service 1200 This includes:	1	yearly 1.660,00 €
<ul style="list-style-type: none">• Usage rights for an unlimited number of users, but with a limit of a total of 1200 live animals.• 1 month free support (e-mail).• Service as described in Appendix 1.		
Discount 10%	1	- 166,00 €
Total PyRAT hosted service (yearly)		1.494,00 €
Total amount		*1.944,00 €

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For an online training, we would charge 120,00 € (plus VAT) per hour.

* If your organization is VAT-liable, Scionics will not charge German VAT. In this case, your organization is responsible for declaration and payment of any VAT due under Article 196 of the EU VAT Systems Directive. Please provide Scionics with your VAT number and your assurance that PyRAT is being utilized by the VAT-liable portion of your organization.

If your organization is not VAT-liable, Scionics will charge 19% German VAT in addition to the total charge stated above.

Sincerely,
Dr. Geraldine Lapeyrade

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