syn1588® Maintenance Agreement

§ 1 Parties

This License agreement is entered into between

(a) Oregano Systems – Design & Consulting GesmbH, with an office at Franzosengraben 8, A-1030 Vienna, AUSTRIA, referred to as the "Licensor" and

(b) YYYYYYY, with an registered office at YYYYYY referred to as the "Licensee".

§ 2 Service Description

Oregano Systems continously develops the syn1588® technology and adds new features to the syn1588® products. This affects the functions and features for the syn1588® products licensed by Licensee as listed in exhibit A.

Within the scope of this maintenance contract Licensor grants during the maintenance period the Licensee access to all feature updates and patches as well as the related documentation. Licensor will inform the Licensee on a regular basis on the availability of such updates and patches.

Within the scope of this maintenance contract Licensor grants during the maintenance period the Licensee access to Licensor's technical development and support staff via email and phone. Licensee will be assigned a syn1588® support engineer by the licensor with signing this maintenance agreement. The syn1588® support engineer shall act as the main contact for all technical issues arising out of this maintenance contract.

§ 3 Definitions

(a) "Severity Level" means that a perceived error in the Licensed Materials is reportedly having the following impact on Licensor's business:

    a. "Level 1" means the reported error is having a material impact on critical business operations at the enterprise level that cannot be worked around and which needs to be corrected as soon as reasonably possible.

    b. "Level 2" means the reported error is having a material impact on important business operations that can be worked around or deferred for only a limited period of time.

    c. "Level 3'' means the reported error is degrading business operations in a way that delays or interferes with some non-critical business operations and can be worked around for a reasonable time.

d. "Level 4" means the reported error is having a minor impact on business operations that can be worked around and a fix should be Included in the next update of Licensed Materials {e.g., cosmetic changes to screen layouts, requests for feature enhancements or updates to documentation).

§ 4 Response Time

Depending on the Severity Level of the failure detected by the Licensee the Licensor will react with the time frame specified for the respective Severity Level as follows:

Severity Level	Priority Support- Estimated First Response Time
Level 1:	Within six (6) hours CET
Level 2:	Within two (2) working days
Level 3:	Within seven (7) working days
Level 4:	Reasonable Time

For any Failure of Severity Level 1 the Licensee must ensure that the information is passed in a documented manner to the Licensor, to allow the Licensor to react in the given time frame. Aside from reporting the failure, the Licensee will contact the Licensor via telephone.

§ 5 Maintenance Period

The maintenance period is defined to be one year starting with the effective date. The maintenance contract has to be re-newed at the end of the maintenance period in order to enable the licensee further access of new features, patches and functions of the syn1588® products listed in exhibit A.

The maintenance contract has to be initially signed with the order of the syn1588® product mentioned in exhibit A. This maintenance contract requires an upright syn1588® license contract. This maintenance contract does not grant licenses nor modifies the syn1588® license agreement.

§ 6 Maintenance Fee

The annual maintenance fee of the syn1588® products licensed by Licensee as listed in exhibit A is defined with EUR 5.998,- (excl. taxes if applicable). The maintenance fee is due with signing the maintenance contract (effective date).

§ 7   Non-Assignment

Without Licensor's prior written consent, neither this maintenance contract nor any interest herein or part hereof will be transferable or assignable by Licensee, by operation of law or otherwise.

§ 8   Governing Law

This License shall be governed by the laws of Austria, without reference to conflict of laws principles. Nothing in this License will be interpreted or construed so as to limit or exclude the rights or obligations of either party (if any) which it is unlawful to limit or exclude under the relevant national laws and, where applicable, the laws of any Member State of the European Union which implement relevant European Communities Council Directives.

§ 9   General

(a) Unenforceability. If for any reason a court of competent jurisdiction finds any provision of this License, or portion thereof, to be unenforceable, that provision of the License shall be replaced to the maximum extent permissible so as to effectuate the intent of the parties, and the remainder of this License shall continue in full force and effect.

(b) Headings. Save as otherwise provided herein, references to sections, and schedules are to those contained in this License. Headings are inserted for convenience only and do not affect the construction of this License.

(c) Construction. Unless the context otherwise requires, words importing the singular include the plural and vice versa, words importing the masculine include the feminine and words importing persons include corporations.

(d) Waiver. No failure or delay on the part of either party in the exercise of any power, right or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise of any such power, right or privilege preclude any other or further exercise thereof, or of any other right, power or privilege.

(e) Entire Agreement. This License and the applicable Quotation contain the entire agreement and understanding between the parties with respect of the subject matter of such Quotation and supersede all prior agreements, understandings and representations. No addition or modification to this License is valid unless made in writing and signed by Licensor and Licensee. The printed terms and conditions of any other Quotation form issued by Licensee will not modify or be a part of this License.

(f)

This License may be executed in counterparts, and all executed counterparts shall be deemed to be the original executed License. In witness whereof, the parties have executed this Core Site License Agreement as of the Effective Date by their duly authorized representatives.

Vienna, YYYYYY

Licensor	**Licensee**
Oregano Systems Design & Consulting GesmbH	YYYYYYY

Gerhard R. Cadek

(CEO)

EXHIBIT A TO MAINTENANCE AGREEMENT

Licensee

Licensed Site

Effective Date   April 1st 2019

Termination Date   March 31st 2020

Licensor   Oregano Systems – Design & Consulting GesmbH

Licensed Materials   syn1588®PTP Stack source code license

Deliverables

Item	IP Deliverable	Pre-Release Schedule	Final Release Schedule	Remark
1	syn1588® PTP Stack (C/C++ source code) for Linux and Windows	CSD	CSD	**FR:** syn1588®PTP Stack in source "as is"

CSD Contract Sign-off Date

PR   Pre-Release ("as is" IP data deliverables)

FR   Final Release (Final IP data deliverables including additional features as requested)

Taxes Paid By Licensee

Delivery Method electronic delivery via secure file server

Licensor	**Licensee**
Oregano Systems Design & Consulting GesmbH	YYYYYY

Gerhard R. Cadek

(CEO)