



General Conditions of software  
maintenance carried out by 'Marina  
Master Ltd.'



May 2024

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# GENERAL TERMS AND CONDITIONS OF SOFTWARE MAINTENANCE, CARRIED OUT BY 'MARINA MASTER LTD'

## **1. SCOPE OF GENERAL TERMS AND CONDITIONS**

Against payment of a maintenance fee, determined in the underlying confirmed proposal or contract, the company Marina Master IRM Info Solutions Ltd. - software's provider ("MARINA MASTER") assumes the obligation of providing the MARINA MASTER software's user ("Customer") with software maintenance according to these general terms and conditions of software maintenance ("SLA") as described below, from the date of request for maintenance, and as long as MARINA MASTER shall provide a maintenance service for its products, in a general commercial way, and in conformity with the provisions of the underlying confirmed proposal or contract on maintenance duration and termination.

## **2. GENERAL MATTERS**

MARINA MASTER shall fulfill its maintenance obligations under the section of general matters consistently and professionally and maintain its organization and readiness with qualified and competent personnel.

The service is normally performed on normal workdays, 8:30 to 15.00 local time for MARINA MASTER (CET). At the customer's request and against additional payment, the service can also be performed beyond regular normal working hours of MARINA MASTER.

For the purpose of communication with MARINA MASTER and, if necessary, performing the maintenance, the customer shall designate a contact person, that has a comprehensive knowledge of MARINA MASTER's software, and access to the documentation that MARINA MASTER provides for its products. The customer is responsible for making spare backup copies of software, including data media.

In case the customer wants to transfer MARINA MASTER 's or other software to a different platform, MARINA MASTER shall first be notified in writing of the measures that the customer intends to take. In case that this kind of transfer incurs increased maintenance costs, MARINA MASTER is entitled to require additional payment accordingly, or change provisions related to maintenance, which can also be applied in cases of changes or upgrade of hardware and system software, performed at the request of the customer and resulting in increased maintenance costs.

## **3. MAINTENANCE SERVICES**

Maintenance services are guaranteed for the current and preceding versions of software; however, for older versions, MARINA MASTER shall only offer maintenance services for as long as it has been defined in the moment of upgrade.

Maintenance services are provided for users of MARINA MASTER's software and include:

1. software upgrades as stated in point 8 including software adjustments,
2. electronic exchange of messages about errors, notifications of eliminated errors and quick support related to versions of products under contract,
3. availability of the MARINA MASTER Helpdesk service during normal working days, 8:30 to 15:00,

local time (CET). This means that the message/task received by 15.00 will be dealt with on the same day, whereas all the messages/task received after that will be dealt with on the first next working day,

4. additional online availability of MARINA MASTER personnel according to decision between MARINA MASTER and the customer,
5. regular online meetings between MARINA MASTER and the customer to review maintenance activities and suggestions for the improvement of software solutions (if required).

Maintenance service is covered by maintenance fee, which is charged to customer monthly or annually according to agreement or confirmed proposal. Maintenance fee includes license fee and maintenance service defined above (point 1 to 5). All other support activities are not part of maintenance fee and should be quoted or charged based on monthly work reports. MARINA MASTER is obliged to send monthly work report to customer each month for previous month. If there is no reply from customer within five days after report being sent, it is understood, that customer confirms it.

If confirmed proposal or agreement contains statement that monthly maintenance fee includes additional service hours (chargeable service) for no extra charge, these unused service hours in the current month are not taken into account in the following month.

#### **4. USE OF SOFTWARE**

MARINA MASTER shall provide instructions for use of software in English and/or in Slovene. Use of software is voluntary and MARINA MASTER does not accept any responsibility for a potential loss of data, decrease in operations, or any other damage, resulting from the use of a software solution.

#### **5. PROCEDURE**

##### *5.1. Communication of events*

All errors have to be communicated to MARINA MASTER using MARINA MASTER 's form available on the MARINA MASTER website ([www.marina-master.com](http://www.marina-master.com)) under the HELPDESK note. The form is protected by the username and password. The report has to include:

1. description of the error, expected behavior, and description of configuration and measures taken to reproduce the error, if possible,
2. name of product, version number, and operation system used,
3. user's name or company, contact person, address, e-mail address and phone,
4. error classification in compliance with clause 5.2 of this document. In case the task is classified wrongly, MARINA MASTER reserves the right to change the priority level and the deadline.

In case the website is not accessible, all messages have to be communicated in writing, by e-mail to [helpdesk@marina-master.com](mailto:helpdesk@marina-master.com) or [helpdesk@irm.si](mailto:helpdesk@irm.si). A phone call on +386 5909 1483 (8:30-12h, 12:30-15h CET) can only serve as notification or completion of a written message.

Other ways of receiving messages will be treated as 1 hour of maintenance work.

### *5.2. Hierarchy of errors*

Classifying errors according to their priority is based on the hierarchical system below. Only 1 level of priority can be used at a time.

1. A: an error is of top priority if its consequences are:

- (i) product not functioning,
- (ii) loss of key functionality under normal conditions,
- (iii) serious security risk;

2. B: an error is of medium priority if its consequences are:

- (i) reduced functionality resulting from the error (or errors), influencing the entire system,
- (ii) reduced system capacity or rare interruptions in system availability;

3. C: an error is of low priority if its consequences have:

- (i) negligible impact on functionality of the product,
- (ii) a question, comment, or suggestion for product improvement.

## **6. OBLIGATIONS OF THE CUSTOMER**

In case of a work order, accepted by MARINA MASTER either in writing or orally, the customer is obliged to allow MARINA MASTER personnel access to equipment and databases, used by the software, if this is consistent with customer's internal regulations, for MARINA MASTER to perform an assignment or remove a defect, all in compliance with the customer's internal regulations and instructions.

The customer is responsible for maintaining updated backup copies of data and information from databases. Under no circumstances shall MARINA MASTER be held responsible for any damages due to loss of data and information resulting from the customer's failure to provide a safety backup copy of databases.

Repaired modules are installed and tested by the customer according to MARINA MASTER's instructions.

The customer shall use the software on the hardware and system software that complies with at least minimum requirements, indicated in correspondent descriptions of a software product.

The customer shall notify MARINA MASTER at least 30 days in advance of changes, upgrades, or new system software versions, related to working with MARINA MASTER's software. System software also includes new versions of drives for an Oracle client, OS upgrades on the server and workstations, all SP's for OS, configuration changes of antivirus programs, changes of versions and/or all types of web browsers, changes of versions or upgrades of application servers.

For a shorter communication change period, the contracting parties (MARINA MASTER and customer) should agree in writing.

If customer has request which is not included in the confirmed proposal or agreement, the customer must send to MARINA MASTER written request additionally and after confirmed proposal (prepared by MARINA MASTER on the basis of received written request) MARINA MASTER will realize request according to agreed terms and timelines in confirmed proposal.

If customer doesn't pay invoices according to payment date, MARINA MASTER may demand an interest penalty as stipulated in EU Interest on Late Payments Act from the due date until payment is received.

MARINA MASTER may terminate confirmed proposal or contract if customer becomes insolvent or unable generally to pay its debts as they become due.

## **7. OBLIGATIONS OF MARINA MASTER**

MARINA MASTER commits to react to the customer's notification of software failures, indicating an error's priority level as well (A, B or C), immediately on receipt, or within a maximum of 2 hours from receiving the notification, on condition that the communication process is compliant with the provisions of the present general conditions, and undertakes to remove the error as soon as possible, as follows:

1. MARINA MASTER shall remove errors of an 'A' priority level within a maximum of 4 hours as of receiving a notification of a function failure. In cases when it is not possible to remove the error within this time, MARINA MASTER shall provide an alternative, suitable solution, within the same time, that will enable the customer to use the software safely and efficiently, whereas the error shall be removed finally within 7 days,
2. MARINA MASTER shall remove errors of a 'B' priority level within a maximum of 7 workdays from receiving a notification of a function failure. In cases when it is not possible to remove the error within this time, MARINA MASTER shall provide an alternative, suitable, efficient, and safe temporary solution that will reduce the restrictions on software use by the customer,
3. notifications of 'C' priority level errors shall be dealt with within a maximum of a month from receiving notification.

Acceptance and testing of repaired modules are confirmed by signing the acceptance minutes, or in some other mutually agreed manner, enabling the customer and MARINA MASTER to establish that:

1. MARINA MASTER has informed the customer about the changes produced by an adjustment brought to a module or a whole software product;
2. an operational conformity test has been made in a test environment prior to the installation of a repaired module;
3. the test result matches MARINA MASTER's declared output, which allows the installation of a repaired module;
4. in case a change of the module's function has been identified, it has been noted in relevant documentation.

MARINA MASTER's obligations, and specifically determined assignments, do not include:

1. errors, resulting from changes or internal adjustments of MARINA MASTER's software, made by the customer, unless they are performed in accordance with MARINA MASTER's instructions,
2. errors, resulting from using MARINA MASTER's software in a way other than described in user documentation, resulting from negligence by the customer, the customer's personnel, or a third party, or resulting from other circumstances that are beyond MARINA MASTER's control,
3. changes and upgrades to software due to changes and amendments of statutory provisions and implementing regulations, and
4. changes and upgrades to software due to changes of the customer's SW and HW system, which MARINA MASTER's software is connected to.

## **8. SOFTWARE UPGRADES**

Under the provisions of the underlying confirmed proposal or contract, MARINA MASTER shall provide software adjustments to the customer. New versions and new generations of software are not regulated by the underlying confirmed proposal or contract.

An adjustment means that a software version includes rectifications of errors, performance improvements, and minor improvements in function. An adjustment does not normally constitute new functionality.

A version is a variant with new functionality, usually produced on the grounds of requirements, before a new generation of software has been produced.

A new generation is the main software variant, providing many new functionality features of software.

## **9. CHANGE IN THE PRICE MAINTENANCE**

MARINA MASTER has the right to the annual price adjustment after 24 months. The maintenance and license fees for customers shall be adjusted to EUR consumer price index (HICP) in January each year.

Maintenance and license fees will be nominated in foreign currency based on the EUR value (posted on <https://www.nkbm.si/exchange-rates-currency-converter>) at the date of agreement signing.

## **10. SETTLEMENT OF DISPUTES, GOVERNING LAW AND JURISDICTION**

All disputes, controversies or claims arising or relating to MARINA MASTER obligations and Customer obligations and SLA shall be settled amicably if possible, and MARINA MASTER and customer will seriously undertake to reach such an amicable agreement. In any arbitral or court proceeding, disputes shall be settled under the substantive laws of Slovenia or International laws of Vienna or International laws of England. All disputes arising out of, or in connection with this SLA, including disputes relating to the coming into existence, validity, contestation and nullification thereof shall be settled by Ljubljana court or Vienna court or London court of International arbitration (the "LCIA").

In the event that the Customer cancels any confirmed proposal or contract to which these SLA terms and conditions apply, the Customer shall be liable for any and all loss incurred (whether direct or indirect) by the MARINA MASTER as a direct result of the cancellation (including, but not limited to, any loss of profits). The MARINA MASTER shall not be liable for any loss or damage whatsoever arising from such cancellation.

## **11. CONFIDENTIALITY**

For purposes of using MARINA MASTER software solution, "Confidential Information" shall mean any information and data of a confidential nature, written or oral, including but not limited to, proprietary, developmental, technical, marketing, sales, operating, performance, cost, know-how, business and process information, computer programming techniques and all record-bearing media containing or disclosing such information and techniques.

All Confidential Information exchanged between customer and MARINA MASTER pursuant shall not be copied or distributed, disclosed, or disseminated in any way or form by the receiving party to anyone except its own employees and attorney, who have a reasonable need to know said Confidential Information.

Customer and MARINA MASTER acknowledge that in the event of a breach or threat of breach of this Section, money damages will not be adequate. Therefore, in addition to any other legal or equitable remedies, the non-breaching party shall be entitled to seek injunctive or similar equitable relief against such breach or threat of breach.

## **12. INTELLECTUAL PROPERTY RIGHTS**

MARINA MASTER is the exclusive holder of all intellectual property rights (“IPR”) related to the MARINA MASTER Software Solution.

The Customer shall not file any patent registration or claim any industrial or intellectual property right incorporating all or any part of MARINA MASTER’s information or technology as included herein.

The Customer shall refrain from any reverse engineering, de-compilation and disassembly of the Solution or any other software program provided by MARINA MASTER.

## **13. MODIFICATIONS OF GENERAL CONDITIONS OF SOFTWARE MAINTENANCE**

MARINA MASTER reserves the right to modify the present general conditions of software maintenance. Modifications brought to the document shall take effect within a month from their release and a written notice given to the customer on [www.marina-master.com](http://www.marina-master.com) or by email.