

Software Maintenance Agreement

1. Preamble
 - 1.1. Update
 - 1.2. Upgrade
 - 1.3. Business Hours
2. Object of Agreement
 - 2.1. Maintenance Services - Support Scope
 - 2.1.1. Authorized Support Request
 - 2.1.2. General Question
 - 2.2. Rights to Work Products
 - 2.3. Modalities of the Usage of Updated Program Versions
3. Availability and Reaction Time
4. Customer's Cooperation Duties
5. Compensation
6. Warranty
7. Liability
8. Confidentiality
9. Period and Termination of Contract
 - 9.1. Period
 - 9.2. Termination for Significant Reason
10. Final Clauses
 - 10.1. Assignment/Transmission
 - 10.2. Applicable Law
 - 10.3. Place of Jurisdiction
11. Questions

1. Preamble

NoStress Commerce s.r.o., the Czech Republic registered company (hereafter referred to as "Koongo", "we" or "us") sells its software in combination with a maintenance agreement.

The Software Maintenance Agreement is parallel to the [License Conditions](#). Koongo and the customer (together the «parties») therefore agree to the following:

Updated: May 3, 2018

1.1. Update

An update is a delivery of an improved program version. The following cases shall be regarded as updates:

- Debugging / Modifications of the program
- Adjustments to amended legal regulations
- Adjustments to the system of the payment service provider or the shop software
- Modifications due to upgrades of the shop system (Major Release)
- Adjustment of Feeds and Taxonomies collections due to a channel specification update

1.2. Upgrade

An upgrade is an improved program version of the service provider adding further functionalities. The provider indicates these by increasing the second digits of the version number.

1.3. Business Hours

Mon - Fri 09:00 – 12:00 and 13:00 – 16:00 CET. Excluded from the business hours are public holidays at the place of business of the service provider.

2. Object of Agreement

2.1. Maintenance Services - Support Scope

Koongo's goal is to provide fast and effective support to its customers. The best way to contact Koongo is to send an email to support@koongo.com or submitting a ticket at [Support Desk](#).

The debugging, installation and integration into the system of the customer is not included and will therefore have to be paid for separately. The installation service is possible to purchase in the [Koongo store](#).

The elimination of defects and disruptions arising due to improper usage of the software, changes in the operational environment or inappropriate system preconditions are not included in the maintenance services. Not included are, furthermore, defects and disruptions caused by environmental conditions at the place of installation, disturbances in the electricity supply or intrusions by third parties. All services included in this Software Maintenance Agreement require that the customer has installed the latest version of the program.

2.1.1. Authorized Support Request

Authorized Support Request should be associated with the Live license key order number, please list the order number in the email or the ticket. The Support & Updates period associated with the selected order number must be valid.

Authorized Support Request covers:

- General questions about connector functionality and setup.
- Update of existing feed layouts and taxonomies.
- Access to the latest connector version (see [Upgrade](#)).

Authorized Support Request DOES NOT cover:

- Connector Installation or Upgrade (see [Connector Installation](#) servis).
- Export Profile Setup servis (see [Export Profile Setup](#) servis).

When submitting the issue as Authorized Support Request the Client is encouraged to provide in the next steps additional information, such as follows:

- Magento version
- Connector version
- Access to server:
 - a. Magento backend access
 - b. FTP/SSH server access
 - c. PhpMyAdmin or other database management tool

Failing in providing these essential information may result in slower response time and longer time needed to solve the raised problem.

2.1.2. General Question

You can submit General Questions at [Support Desk](#) or send an email to support@koongo.com. All requests received directly to any Koongo email address will be considered as General Question.

2.2. Rights to Work Products

The ownership and the intellectual property rights to all work products created by the service provider in context of the maintenance service are accorded entirely and exclusively to the service provider. Concerning the usage of the work products, the [License Conditions](#) is to be applied.

2.3. Modalities of the Usage of Updated Program Versions

The granting of updated versions is subject to the conditions of the [License Conditions](#) of the service provider and concerns the latest version as accepted by the customer at the time of purchase. The usage of the updated version of the program is only permitted within the rules of the [License Conditions](#).

3. Availability and Reaction Time

For the Authorized Support Request is the guaranteed response time for the first reply from the support team 1 working day.

For General Question there is no guaranteed response time. However, the support team usually answers within 1-2 working days.

4. Customer's Cooperation Duties

The customer will deliver all necessary information and data for the fulfillment of the maintenance services and enable the access to his or her systems and technical environments.

The customer is required to install the latest version of the program if he or she wishes to make use of the support services of the service provider. For all dealings with the supported products, the customer will appoint a qualified and trained employee as contact partner. Above all, the customer has to make sure that the contact partner is capable of carrying instructions and implementing solutions in a professional manner.

The customer must provide an adequate and functioning infrastructure for data transmission (e-mail, internet connection) in order allow the service provider to implement the services. The customer must, furthermore, give the service provider all details of this infrastructure.

In case of error-reports the user must describe the symptoms in a detailed manner and state the current program version and system environment in an online-form provided by the service provider.

The customer is responsible for the securing of his or her individual data on a regular basis. The service provider points out that a data backup is a necessary precondition for any intervention with the system.

5. Compensation

The compensation for the contract services occurs within the initial purchase of the software, the duration is based on the valid Support & Updates period. The customer will receive a renewal-offer after the expiration of the Support & Updates period.

6. Warranty

The service provider will deliver the services through adequately qualified personnel and with due care and diligence. Should the service be deemed defective, the customer can set an appropriate period for successful repair. The customer has no other claims on the basis of defective services. A refund of already paid out compensations is excluded in the case of withdrawal.

7. Liability

Each party is liable towards the other party for direct damage that has been caused by culpable neglect of duty; the maximal claim being the original market price. Indirect or consequential damages are, thereby, excluded. Limitations on and exclusion of liability shall apply to all contractual as well as extra-contractual, respectively, quasi-contractual entitlements. The liability of a party for damage resulting from intentional or grossly negligent conduct remains; as well as claims relating to product liability.

8. Confidentiality

The parties commit themselves to non-disclosure of all information that has been shared, i.e. will not make information available to unauthorised people and will protect from unauthorised access. In the light of these rules, unauthorised people include employees, agents or representatives of the parties that are not part of the contract.

9. Period and Termination of Contract

9.1. Period

This contract takes effect with the conclusion of contract. The customer will be informed about the expiration of the Support & Updates period in due time and will be invited to renew the Support & Updates period. **The Support & Updates period will not be renewed automatically.**

9.2. Termination for Significant Reason

In case of significant reason, each party has the right to terminate the contract at any time and without notice. Significant reason is at hand, above all, when one party commits a fundamental breach of contract and does not remedy the violation within 10 days despite written warning.

10. Final Clauses

Unless expressly agreed otherwise, the [General Conditions of Use](#) shall be applied in addition. If a part of the contract at hand turns out to be invalid or not enforceable, the validity and enforceability of the remaining contract will not be touched by this.

10.1. Assignment/Transmission

The rights and obligations from this contract may be neither entirely nor partially assigned nor in any way transferred to a third party without the written consent of the other party.

10.2. Applicable Law

This contract is subject to Czech law, with exception of the UN-treaty concerning the international selling of goods (CISG).

10.3. Place of Jurisdiction

Prague is the exclusive place of jurisdiction for all conflicts resulting from or in connection with this contract.

11. Questions

If you have any questions about this Software Maintenance Agreement, please contact us. Koongo will be happy to answer any questions or concerns you might have.

Please feel free to contact us through our website or write to us at:

NoStress Commence s.r.o

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