

EAD Software Support Agreement 2025_01566
--

This EAD Software Support Agreement (hereinafter referred to as "Support Agreement") is entered into on the day set forth below by and between FREQUENTIS AG, a company incorporated under the laws of Austria with register code in Vienna FN 72 115b and with the registration VAT No. ATU 14715600, place of business – Innovationsstraße 1, A-1100 Vienna (hereinafter referred to as "Frequentis") and the organisation specified hereafter Oro Navigacija Lithuania, a company incorporated under the laws of Lithuania with the registration VAT No. LT100604610, place of business – Balio Karvelio st. 25, LT-02184 Vilnius, Lithuania (hereinafter referred to as "Client").

Under this Support Agreement, Frequentis will provide (or arrange to be provided) to Client and Client purchases from Frequentis Support Services relating to the EAD Software Product(s) indicated herein.

The attached EAD Software Support Agreement Terms and Conditions form an integral part of this Support Agreement and govern the provision of Support Services hereunder. References to "Sections" relate to the sections of the EAD Software Support Agreement Terms and Conditions. All regulations outside this contract (e.g. within a tender document) are replaced by the respective term and condition contained in here.

1. Client Particulars for Billing

Invoices shall be sent via email to the address listed below:

Client Full Name	Oro Navigacija Lithuania
Address	Balio Karvelio st. 25
ZIP	LT-02184
Town	Vilnius
Country	Lithuania
Contact Person	[REDACTED]
Function	EAD Client Manager
Phone	[REDACTED]
Fax	[REDACTED]
Email	[REDACTED]

2. Commencement Date

The Commencement Date from which on Support Services are provided hereunder is 1.1.2026, it ends on 30.06.2027. This contract replaces all former contracts. If the lifetime of EAD is extended by EUROCONTROL, to preserve the right to use the licenses covered here a new contract for 1.7.2027 and onwards has to be signed by 30.04.2027.

3. Contractual Additions

§ 12.3 is changed to: The Support Agreement shall thereafter automatically renew at the then-current conditions (see Section 7) for a successive period of 1 (one) calendar year ("Renewal Term"), unless terminated by either party upon written notice to the other party pursuant to Section 12.5 (b) below. The last Renewal Term shall end on June 30th, 2027.

4. EAD Software Products Covered

EAD Software Product ¹	No of License	License Codes. ²	Fee /Licens ^a	Total Service Fee ³
EAD Software				
Static Data Operation (SDO) DP, incl. Graphical Tool	0	1 removed with this contract	1.688	0
ADQ Workflow Data Provider	0		586	0
ADQ Workflow Data Originator (or NOTAM Proposal via WFM)	0		409	0
International Notam Operation (INO) DP	1		1.764	1.764
INO DP Snowtam (or NOTAM Proposal via HTTPs)	1		353	353
Published AIP Management System (PAMS) DP	1		552	552
Chart Production (excluding MicroStation) ⁵	0		9.062	0
Chart Production (MapTrans)	0		1.245	0
Aeronautical Information Publication (AIP) (excluding FrameMaker) ⁵	0	1 removed with this contract	6.531	0
Static Data Operation (SDO) DU, incl. Graphical Tool	2		1.101	2.202
International Notam Operation (INO) DU	2		1.447	2.894
Published AIP Management System (PAMS) DU	2		552	1.104
Basic SW add-on fee for Virus Checker	0		34	0
Handling Fee: Tender	1		1.480	1.480
EAD Connections				
Site-2-Site high availability connection ⁴	0		2.053	0
Total Annual Service Fee				10.349

¹ excluding COTS software products

² if applicable

³ all fees in EUR p.a.

⁴ for the initial term contrary to Section 6.3 no pro rating will be applied.

⁵ Microstation / FrameMaker require a separate agreement with the respective supplier.

Table 4-1: Yearly Maintenance Fees for EAD Software Products Covered

5. Total Annual Service Fee

The Service Fee for 2026 is **EUR 10.349 (ten thousand three hundred and forty-nine Euros)**. The values for the forthcoming years will be determined as regulated in §6.4

6. Signature

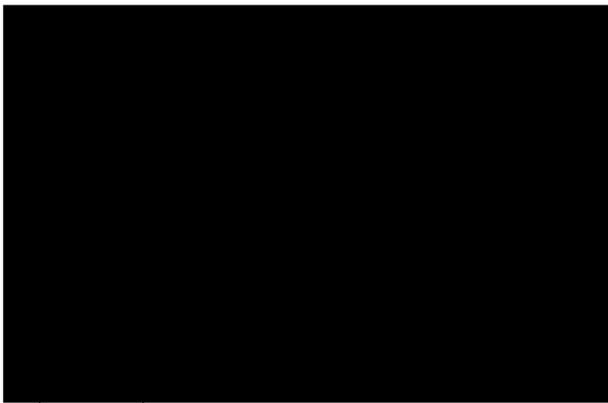
This Contract shall be drawn up in two (2) original copies in the English language, each Party receiving one.

Signed for and on behalf of

Frequentis AG

Signed for and on behalf of

Oro Navigacija Lithuania



Date:

EAD Software Support Agreement – Terms and Conditions

These EAD Software Support Agreement Terms and Conditions (hereinafter referred to as “Terms and Conditions”) set forth the general terms and conditions under which Frequentis AG (“Frequentis”) will provide or arrange to be provided Software Maintenance and Support Services as described in the Support Agreement to Client for EAD Software Product(s).

These Terms and Conditions form an integral part of the Support Agreement and govern the provision of Support Services hereunder.

1. Definitions

For the purpose of the Support Agreement, the following words and expressions shall have the meanings assigned to them hereafter unless the context otherwise requires:

“*Client*” means the company, entity, organisation or individual being having acquired License(s) to use the EAD Software Product(s) and who has purchased Maintenance and Support Services for the EAD Software Product(s) under the Support Agreement with Frequentis

“*Commencement Date*” means the start date for the provisioning of Support Services hereunder. The Commencement Date shall be delineated at the time of conclusion of the Support Agreement and shall be, unless otherwise agreed upon, the day of delivery of the EAD Software Product(s) to Client, i.e. the date of signature of the ECIT Checklist

“*EAD Price List*” means the EAD Price List in its most recent version at <https://files.ead-it.com/EADpricelist.pdf>

“*EAD Pro*” means the EAD Software (incl. Maintenance) with or without hardware provided by Frequentis to Client

“*EAD Software Product*” means the latest version (all updates and upgrades installed) of one or more computer software program(s) set out in the Support Agreement that is (are) incorporated in an EAD Hardware or a non-ECIT

“*ECIT*” means the EAD Client Interface Terminal together with the EAD Software provided by Frequentis to Client

“*ECIT Checklist*” means the document to be signed by the Client to confirm delivery and installation of ECIT(s)

“*EULA*” means End User License Agreement.

“*Frequentis*” means FREQUENTIS AG, an Austrian corporation, Innovationsstraße 1, 1100 Vienna, Austria, being the licensor under the License Agreement and the provider of Support Services under this Support Agreement

“*Installation Description*” means the document describing the installation of the EAD Software Product(s) on Client’s PC and of every Upgrade thereof.

“*License Agreement*” means the agreement under which Frequentis has (sub-) licensed the EAD Software Product(s) to Client

“*License*” shall mean the right to use the Software granted by Frequentis to Client (under the License Agreement)

“*non-ECIT*” means the any kind of PC that does not resemble an ECIT but has EAD Software installed

“*Service Fee*” means the (annual) charges for Support Services set out in the Support Agreement and (to be) paid by Client to Frequentis in consideration of the Support Services (to be) rendered under the Support Agreement

“*Support Agreement*” means the EAD Software Support Agreement between Frequentis and Client, including its Appendices, Annexes and documents incorporated herein by reference

“*Support Services*” means the maintenance and support services with respect to EAD Software Product(s) provided to Client by or on behalf of Frequentis under the Support Agreement

“*Third Party Software*” means software product(s) required for the EAD Software Product(s) the property rights of which are not owned by Frequentis but by a third party supplier. Provision of support services for such Third Party Software may be arranged subject to a separate written agreement between the Client and the respective third party supplier based on the terms and conditions of the relevant third party supplier.

“*Update*” means patches and/or bug fixes of an EAD Software Product, released by Frequentis or its supplier during the term of the Support Agreement

“*Upgrade*” means any major version release of an EAD Software Product, designated as such by Frequentis or its supplier, released during the term of the Support Agreement.

Headings, titles and numbering in this document are for ease of reference only and shall not be deemed part of the Support Agreement or be taken into consideration in the interpretation or construction hereof.

2. Coverage, Eligible Products

2.1 General. The Support Agreement including these Terms and Conditions covers the provision of Support Services for the number of licenses of each EAD Software Product(s) indicated in the Support Agreement. The Support Agreement including these Terms and Conditions does not extend to and Support Services will not be provided for any other software program running

on or incorporated in an EAD Hardware or non-ECIT, as the case may be.

2.2 Updates and Upgrades. Every Update or Upgrade delivered by Frequentis or its supplier under the Support Agreement is provided on a license exchange basis, replaces the previously delivered version and will be subject to all conditions of the Support Agreement. Client agrees that by using an Upgrade or Update Client voluntarily terminates Client's right to use any previous version of the Software.

2.3 Additional EAD Software Product(s). Client shall purchase Support Services for each license of an EAD Software Product used by Client. If Client during the term of the Support Agreement purchases additional EAD Software Products or additional licenses for an EAD Software Product, the Support Agreement shall be extended by written agreement so that it covers also these additional EAD Software Products and/or additional licenses, if any.

2.4 Duly Licensed Products Only. Frequentis will provide Support Services only for designated EAD Software Product(s) for which Client has rightfully acquired appropriate software license(s) under a License Agreement. The EAD Software Product(s) eligible for Support Services shall be delineated at the time of conclusion of the Support Agreement.

2.5 Mandatory Support Services. According to the License Agreement, purchase of Support Services by Client is mandatory for specific EAD Software products. The licenses granted for such EAD Software Products will cease, if Client does not procure or stops to procure Support Services hereunder or fails to pay the applicable Service Fees.

2.6 COTS software. Support Services will not be provided with regard to commercial-of-the-shelf software that may be installed on and have been delivered with the EAD Software Product(s). Update versions of COTS software may be provided if this is required in the context of an Upgrade of EAD Software Product(s). Provision of separate maintenance services for COTS software is subject to separate agreement between Client and Frequentis, based on the maintenance terms and conditions of the relevant COTS software supplier.

2.7 MicroStation. The Chart Production module, if ordered, requires the software application MicroStation, which is a product of Bentley Systems, Inc., in order to function correctly. MicroStation is not an EAD Software Product or a part of EAD Pro and is not supplied, licensed or maintained by Frequentis. The Client needs to have obtained a license directly from Bentley Systems and enter into a support agreement with Bentley Systems regarding MicroStation throughout the lifetime of this Agreement, on separate terms to be agreed with and direct payment to Bentley Systems.

2.8 FrameMaker. The FrameAPS/AIP module, if ordered, requires the software application FrameMaker, which is a product of Adobe Systems Incorporated, in order to function correctly. FrameMaker is not an EAD Software Product or a part of EAD Pro and is not supplied, licensed or maintained by Frequentis. The Client needs to have obtained a license from an Adobe distributor and enter into a support agreement regarding

FrameMaker throughout the lifetime of this Agreement, on separate terms to be agreed with and direct payment to the Adobe distributor.

3. Support Services

3.1 General. Frequentis will provide (or arrange to be provided) Support Services to Client, for the number of valid licenses of each EAD Software product (including Updates and Upgrades thereof) for which Support Services have been purchased by the Client, in accordance with the Support Agreement.

3.2 Support Services. Support Services include the EAD Service Desk, Update Services and Upgrade Services.

3.3 Helpdesk Services. Helpdesk Services are available on a 24 (twenty-four) hours per day, 7 (seven) days per week basis to answer questions on problems and/or to provide guidance on general usage and functionality of EAD Software Product(s) through the EAD Service Desk. The contact details of the EAD Service Desk are delineated in the Operational User Handbooks for Data Provider and Data User. The first and single point of contact for Client, in case of any service request or service problem, shall be the EAD Service Desk, unless otherwise agreed with the EAD Service Desk. The EAD Service Desk responds to technical or operational problems from Client side and processes service requests for EAD services. It also manages administrative and operational tasks concerning EAD applications, including problem recording and allocation and, if possible, problem resolution.

The following services are provided by the EAD Service Desk:

- (a) Operational service problems, e.g. assistance with the use of the EAD
- (b) Operational service requests, e.g. data download
- (c) Technical support for IT services

3.4 Update / Upgrade Services. Client is entitled to receive from Frequentis free of charge any Update or Upgrade for eligible EAD Software Product(s) that is made generally available to its clients by Frequentis and/or its supplier(s) during the term of the Support Agreement. Updates and Upgrades will be made available for download by Client when they are officially released by Frequentis and/or its suppliers, as applicable. On request Frequentis will ship Upgrades on the applicable media including new manuals or accompanying documentation to Client.

Client shall perform installation of the Upgrade using the Installation Description provided by Frequentis.

Frequentis shall not be responsible for the cost of any changes to Client's hardware or software which may be necessary to use an Upgrade of EAD Software Product(s), as the case may be.

3.5 Additional Services. Training, on-site support, installation services and the like are additional services and can be made available to Client, based on mutually agreeable terms. Any service requested by Client and provided by Frequentis or its supplier(s) not covered by the Support Agreement will be invoiced in accordance with Frequentis' or its supplier(s)'s customary charges for such services plus all related and necessary travel,

lodging and per diem expenses for Frequentis' or its supplier(s)' personnel.

3.6 Place of Fulfilment. Support Services shall be provided from the premises of Frequentis or its supplier(s), as applicable.

3.7 Subcontractors. Frequentis reserves the right and Client consents to Frequentis' use of subcontractors to assist in and/or to perform the provision of Support Services or parts thereof as Frequentis deems appropriate, without notice to Client. However, Frequentis shall be and remain the sole contractual partner towards Client and no contractual relationship shall be constituted between Client and Frequentis's subcontractor(s), if any.

4. Client's Responsibilities

4.1 Operation. Client shall operate the EAD Software Product(s) in a professional and prudent manner and in accordance with any accompanying documentation supplied by Frequentis.

4.2 Qualified Staff. Client shall be responsible for maintaining sufficient suitably trained technical staff to operate the EAD Software Product(s) on a day-to-day basis, including backing up the EAD Software Product(s) and report handling.

4.3 Data Backup. Client is responsible for the security of its proprietary and confidential information. It is highly recommended that Client arranges for and maintains appropriate back-up procedures external to the EAD or own hardware (security backup) for reconstruction of lost, or altered files, data, or programs. Frequentis shall have no responsibility in this respect.

4.4 Remote Access. If remote support is available, Client will allow Frequentis and/or its supplier(s) to keep diagnostic programs resident on the EAD Hardware and provide Frequentis and/or its supplier(s) login access for the exclusive purpose of performing diagnostics and providing Support Services hereunder.

4.5 Problem Reporting. Client shall make all reasonable efforts to support and co-operate with Frequentis in resolving a problem. Client shall provide Frequentis in accordance with the then-current Frequentis problem reporting procedure with a complete and concise description, including all pertinent details of the problem occurred and other relevant information.

4.6 Third Party Software. If required Client is responsible for the conclusion of the necessary agreement with the respective third party supplier in particular the license agreement to be required concerning Third Party Software.

5. Exclusions and Limitations

5.1 General. Support Services do not include and Frequentis shall not be responsible for services made necessary by failures related to misuse, neglect, accident or wilful or negligent acts, unauthorised maintenance or other unauthorised modification of EAD hardware or EAD Software Product(s) by a person other than an authorised representative of Frequentis.

5.2 Third Party Software. Support Services do not include services necessary to remedy defects due to

third party software installed on an EAD Hardware without explicit consent of Frequentis and/or its supplier(s). Furthermore, Frequentis cannot guarantee that the EAD Software Product(s) will function in the presence of a Third Party Software on non-ECIT equipment, Client has to verify this for every release and update. Any expenses (in particular expenses of adaptation required for the functionality of the EAD Software in the presence of a Third Party Software on non-ECIT equipment) arising from such verification have to be borne by Client.

EULAs of required Third Party Software which were accepted in the Purchase Agreement / Contract shall remain accepted if the EULA has changed over the years due to legal changes, updates or upgrades.

5.3 Hardware Requirements. Performance of EAD Software Product(s) will vary depending upon hardware and EAD Software Product(s) may not function with hardware not in conformance with Frequentis' ECIT hardware specifications. Support Services will not be provided for EAD Software Product(s) installed in a hardware or operating environment not delivered or supported by Frequentis and not in conformance with Frequentis' ECIT hardware specifications.

5.4 Exclusions. Support Services shall not include, without limitation:

- (a) customisation of EAD Software Product(s);
- (b) maintenance services for COTS software;
- (c) services for Third Party Software not eligible for Software Support;
- (d) EAD Software Product enhancement requests;
- (e) configuring hardware, software, and networking services;
- (f) hardware maintenance;
- (g) onsite services
- (h) training or consulting services.

5.5 Other Errors. If Frequentis determines that a problem reported by Client may not be due to EAD Software Product(s), Frequentis will so notify Client, who may then either (i) instruct Frequentis to proceed with problem determination at Client's possible expense (see Section 3.5) in the event that Frequentis subsequently determines that the problem was not caused by EAD Software Product(s); or (ii) advise Frequentis that Client does not wish the problem pursued at its possible expenses, in which case Frequentis may elect, at its sole discretion, not to pursue the problem without liability therefore.

6. Fees and Payment Terms

6.1 Annual Service Fees. The annual Service Fee for Support Services provided hereunder is set forth in the Support Agreement and shall be delineated at the time of conclusion of the Support Agreement.

6.2 Taxes, Customs and Duties. The Services Fees are exclusive of all taxes (or other government excise on sales or use or occupation, e.g. VAT, withholding tax and the like), customs or (national) duties now in force of enacted in the future. Any such charges shall be in addition to Service Fees specified for Support Services hereunder and will be displayed in the respective invoice.

6.3 Invoices, Payment Terms. Frequentis will invoice the Service Fees annually in advance in or after January of each calendar year. For the Initial Term, the Service Fees will be invoiced after conclusion of the Support Agreement on a pro rata basis only, if applicable due to the Commencement Date. Service Fees for additional EAD Software Products (see Section 2.3) will be invoiced separately for the remainder of the then current calendar year and will subsequently be added to the total annual Service Fee for the following calendar years. Payment shall be made in Euros within thirty (30) days from receipt of invoice to a bank account named by Frequentis. In case Client requires the invoice to contain specific information (e.g. reference number, etc.) or to follow the client-specific requirements, Client shall inform Frequentis until November 1st for the following renewal term. Invoices already issued which have to be withdrawn and issued anew due to a request of Client, are subject to one handling fee – as per EAD Price List – which will be added to the invoice.

6.4 Price Adjustment Clause. The Annual Service Fee shall be adjusted for inflation on an annual base at the beginning of each calendar year and reflect the change between price index of August of the previous year and the last reference index value used for the preceding adjustment. The calculation of an increase or decrease of the Annual Service Fee shall be based on the Austrian Consumer Price Index 2015 (Verbraucherpreisindex – VPI 2015, as announced on the webpage for [Statistik Austria](#) or a similar official source) or on the price index replacing the index. The reference value shall be the index value for August of the preceding year. The increase/decrease of the Services Fees shall, however, only apply when it is greater than 0.5% or less than -0.5% calculated cumulatively from the date of the preceding adjustment of the Service Fee for inflation.

6.5 Delay of Payment. Client agrees that Frequentis' obligations hereunder are contingent upon Client's payment of the Service Fees to Frequentis during the term of the Support Agreement. Frequentis has the right to suspend Support Services during any period in which Client is in arrears with payment of Service Fees.

6.6 Penalty. In addition to the suspension of Support Services mentioned in Section 6.5 Frequentis shall be entitled to demand a penalty in the amount of 1 % (one percent) of the annual Service Fee for every commenced calendar week of delay, but not exceeding a total of 20% (twenty percent) of the annual Service Fee.

6.7 No Refunds. Payments made for Support Services are non-refundable. No refunds or credits will be given for any unused Support Services.

6.8 Bank Charges. Any bank charges, fees and commissions arising from the Support Agreement or in connection with the performance of the Support Agreement shall be borne by Client.

7. Changes to Maintenance Terms and Conditions

Frequentis reserves the right, from time to time, to change its EAD Software Support Agreement including these Terms and Conditions and the applicable Service Fees.

Changes will have no retroactive impact but become effective on the start of Client's next Renewal Period,

unless Client decides to terminate the Support Agreement pursuant to Section 12.5 (b).

8. Licenses and Ownership

8.1 Rights of Frequentis. All titles, copyrights, patent, trademarks and other intellectual property rights in and to all work product created by Frequentis or its supplier(s) under the terms of the Support Agreement, including without limitation, Updates, Upgrades, patches, bug fixes and documentation, shall be and remain the valuable property of Frequentis, or its licensor, as applicable.

8.2 License Grant. Updates, Upgrades, modifications, fixes, workarounds and other changes to the EAD Software Products and the accompanying documentation, delivered by Frequentis to Client under the Support Agreement, shall be licensed to Client under the same license terms as set forth in the License Agreement.

9. Confidentiality

Each party shall protect the other's confidential information from unauthorised dissemination and use the same degree of care that such party uses to protect its own like information, but in no event less than a reasonable degree of care.

10. Warranty

10.1 Limited Warranty. Frequentis warrants that it will use reasonable commercial effort to provide the Support Services in a professional and workmanlike manner. Nothing in the Support Agreement shall be construed as expanding or adding the warranty undertakings of Frequentis and its supplier(s) for EAD Software Product(s) in the License Agreement.

10.2 Warranty Disclaimer. The express warranty in Section 10.1 is the only warranty given by Frequentis with respect to Support Services furnished hereunder. Other than the above warranties, all Support Services will be provided "as is" without warranty of any kind. All other duties, warranties or conditions, whether written, oral or implied, statutory or otherwise (including but not limited to any concerning fitness for purpose) are hereby excluded to the extent permitted by law.

11. Liability and Indemnification

To the extent permitted by law, Frequentis' entire liability arising from or relating to the Support Agreement, under any legal theory (whether in contract, tort, indemnity or otherwise), shall be limited to an amount equal to 100% (hundred percent) of the Service Fees paid by Client for the applicable contract year. In no event shall Frequentis have any liability for acts of ordinary negligence or for any special, punitive, consequential, incidental and/or indirect damages of any kind, including without limitation, damages for lost profits, lost data, downtime cost, or for damages resulting from third party claims, arising in any way out of the Support Agreement, whether or not Frequentis has been advised of the possibility of such damages.

12. Term, Renewal and Termination

12.1 Commencement Date. As a general rule, this Support Agreement shall be concluded on, and the Commencement Date shall be, the day of delivery by

Frequentis of the EAD Software Product(s) to the Client under the Purchase Agreement / Contract. If there is a gap between the delivery Date and the Commencement Date, section 12.4 below shall apply.

12.2 Term. The Support Agreement becomes effective as a legal instrument on the Commencement Date and is concluded for an initial period ending on December 31 of the current calendar year ("Initial Term").

12.3 Renewal. The Support Agreement shall thereafter automatically renew at the then-current conditions (see Section 7) for a successive period of 1 (one) calendar year ("Renewal Term"), unless terminated by either party upon written notice to the other party pursuant to Section 12.5 (b) below.

12.4 Renewal After Lapse. If there is a gap between the EAD Software Product(s) delivery date and the Commencement Date or if there is a lapse in the Support Service term, Frequentis will commence/reinstate the Support Services only after Client pays all Service Fees that would have been due during the gap period/lapse.

12.5 Termination. The Support Agreement shall terminate

- (a) immediately upon termination or expiration of Client's right to use the EAD Software Product(s) under the License Agreement;
- (b) upon expiration of the Initial Term or the then-current Renewal Term, provided that at least sixty (60) days advance notice of termination is given to the other party;
- (c) upon thirty (30) days advance notice if the other party has breached material obligations of this Agreement and has not cured such breach within such notice period;
- (d) immediately upon written notice, if the other party becomes the subject of a bankruptcy, liquidation or similar proceedings.

12.6 Survival. The following provisions shall survive any expiration or termination of the Support Agreement: Definitions; Fees and Payment Terms; License and Ownership; Confidentiality; Warranty; Liability and Indemnification; Enforcement of Agreement; and Miscellaneous.

13. Enforcement of Contract

13.1 Governing Law and Dispute Resolution. The Support Agreement shall be governed by and be construed and interpreted in accordance with the law of Austria excluding its conflict of law rules. The United Nations Convention for the International Sale of Goods (CISG) shall not apply. Any dispute arising from or in

connection with the Support Agreement shall be finally settled by the court of competent jurisdiction in Vienna, Austria.

13.2 Waiver. Failure by either party to enforce any provision of the Support Agreement including these Terms and Conditions will not be deemed a waiver of future enforcement of that or any other provision.

13.3 Force Majeure. Except for the obligation to make payments, neither Party shall be liable to the other for any delay or default in the performance of its obligations hereunder when such delay or default is caused by an event of Force Majeure. Such non-performance of either party will be excused to the extent performance is rendered impossible due to causes beyond such party's reasonable control. For the purpose of this Support Agreement, Force Majeure shall mean all events beyond the Parties control including, without limitation, Acts of God, natural disasters, flood, fire, industrial strikes, labour unrest, acts of war, insurrection, riot or civil disorder, or any order, decree, act, law or regulation of any government or governmental authority which may impede or prevent or otherwise negatively affect a Party's performance under this Support Agreement.

14. Miscellaneous

14.1 Assignment of Support Agreement. The rights of Frequentis and obligations of Client under the Support Agreement shall inure to the benefits of Frequentis' assignees, licensors, and licensees. The Support Agreement is not assignable or transferable in whole or in part by Client without the prior written consent of Frequentis.

14.2 Language. All correspondence under or in relation to the Support Agreement, as well as any Support Service provided hereunder shall be in English language.

14.3 Entire Agreement. The Support Agreement supersedes all prior agreements, understandings or representations, oral or written, regarding the subject matter hereof, and may not be modified or amended except in a writing signed by an authorised representative of each party.

14.4 Severability. If any provision of the Support Agreement including these Terms and Conditions is or becomes legally invalid, all other provisions shall remain effective. The invalid provision(s) shall be replaced by an analogous amendment to the Support Agreement, which reflects best the intentions of the parties at the time of conclusion of the Support Agreement.

- End of Document -