TERMS OF USE FOR
"Custom Configuration" Service

This document is a translation from the Polish original. In the event of any discrepancy, the Polish language version shall prevail.

§ 1
Definitions

1. **Renderownia Świerk** - a web service of the Service Provider maintained within the framework of the Świerk Computing Centre, via which the Service is provided in accordance with the principles specified in these Terms of Use.
2. **Renderownia Świerk Web Page** - a web page available at the address: www.renderownia.pl.
3. **Contract** – a contract for provision of the Service referring to these Terms of Use which constitutes a contract for electronically supplied services within the meaning of article 2 (4) of the Act of 18 July 2002 on electronically supplied services, concluded between the Service Provider and the Customer.
4. **Service Provider** - the National Centre for Nuclear Research with its registered office in Otwock (05-400) at ul. Andrzeja Sołtana 7, entered into the register of entrepreneurs of the National Court Register under KRS No. 0000171393, National Official Register of Business Entities (REGON) No. 001024043, Taxpayer Identification Number (NIP) 532-010-01-25.
5. **Customer and Service Provider** - the parties concluding the Contract.
6. **Service** - an IT service performed by the Service Provider through the Renderownia Świerk web service; it involves support for the Customer in developing animations and advanced graphics by, for example, integration of Servers and Disk Array with the Customer's computing environment, installation of Customer-specific software and selected software tools, development of dedicated custom applications, and also other services tailored to the specifications provided by the Customer.
7. **Servers** - a pool of Renderownia Świerk computing resources agreed between the Parties to be used for performance of the Service in a given Session.
8. **Disk Array** - a pool of Renderownia Świerk disk resources to be used for performance of the Service in a given Session as agreed upon between the Parties.
9. **Session** - a period of the Service when the Customer's job can be performed by the Servers and when their Data may be stored in the Disk Array.
10. **Software** - specific software provided by the Customer and used to perform the Service.
11. **Input Data** - the input data provided by the Customer electronically in the form of a file or files for the Service to be performed.
12. **Output Data** - the data which constitutes the final result of the Service.
13. **Data** - Input Data or Output Data.

14. **Price List** - the price list made available on the Renderownia Świerk Web Page (pertaining to the use of Servers and Disk Array in the computing part of the service).

§ 2
Subject of the Contract

1. In accordance with the principles and in exchange for the remuneration specified in the Terms of Use, the Service Provider undertakes to perform the Service for the benefit of the Customer.

2. The scope of the Service shall be agreed with the Customer on a case by case basis and shall be adjusted to their needs as regards development of animations and advanced 3D graphics (rendering). In particular, the Service may include elements like: integration of Servers and Disk Array with the Customer's computing environment, installation and hosting of Customer-specific hardware at the Świerk Computing Centre, installation of the Customer's software and selected software tools, development of dedicated custom applications, and also other tailored IT services. The Service is performed within time-limited Sessions, on the type and number of Servers as agreed upon each time, with the use of the Disk Array of agreed-upon size.

3. In order to perform the service, for the duration of the Session, the Customer shall receive access rights to a dedicated part of the computer system of Renderownia Świerk which allows the Customer to use the Service freely.

4. During the Session, the Service Provider shall not limit the number of persons (users) who use the Service on behalf of the Customer.

§ 3
Obligations of the Parties

1. Concluding the Contract, the Service Provider undertakes to:
   a) Set up a dedicated part of the computer system of Renderownia Świerk consisting of at least the agreed-upon Servers and Disk Array.
   b) Set up the communication channel between the computer system of the Customer and the dedicated part of the computer system of Renderownia Świerk, and ensure security of data transmission through this channel.
   c) perform the Service with the use of the Disk Array, with application of the current state of knowledge and technical abilities, and with due diligence arising from the professional character of their business,
   d) provide the User technical support and assistance as regards the use of Renderownia Świerk systems and - as far as possible - examine the operations of the Software,

e) extend, as appropriate, the time of Session agreed with the Customer in the case of a breakdown, technical problems or other causes disrupting access to the Service attributable to the Service Provider,

f) after the Session is finished, unless the Parties have agreed otherwise, remove the Data from the computer system of Renderownia Świerk,

g) ensure Data confidentiality during performance of the Service and after its completion.

2. Concluding the Contract, the Customer undertakes to:

a) provide the rendering Software necessary for performance of the Service, and also possess, for the time of each Session, appropriate licences allowing the use of the software for commercial purposes,

b) cooperate with the Service Provider in the scope which allows the Service Provider to perform the Service correctly and in full, in particular to provide any explanations and information to the Service Provider and to maintain constant communication with the Service Provider,

c) pay for the benefit of the Service Provider a remuneration in exchange for the performed Services, on time and in accordance with the principles specified in § 4 of the Terms of Use,

d) collect the Output Data and remove the already redundant Data from the computer system and Disk Array.

§ 4
Organization of the Session and remuneration

1. The Parties shall agree on the time, technical conditions and duration of each Session in a case by case basis, in accordance with the Customer's needs and the Service Provider's technical capabilities.

2. Communication as regards organization of the Session shall be maintained electronically, in accordance with the principles specified in the Contract, with the use of the order form for the Session of "Dedicated Servers" attached as **Appendix 1** to the Terms of Use. The minimum duration of each Session is 7 calendar days.

3. At least 10 working days before the agreed commencement of the Session, the Customer and the Service Provider shall agree on technical parameters of the communication channel between the Customer's computer system and the dedicated part of the computer system of Renderownia Świerk and shall start to test it.

_____

4. At least 5 working days before the agreed commencement of the Session, the Customer shall gain access to the Servers and the Disk Array which allows the Customer to install the Software and upload the Input Data. In that time any jobs may be performed solely for the purposes of testing.

5. On the agreed first day of the Session, but provided that by that day the Remuneration referred to in section 12 has been paid, the Customer shall gain access to the full agreed number of Servers and shall have the right to run their commercial jobs.

6. If the Session is not performed due to failure to effect the payment of the remuneration in advance, as specified in section 12, the initial remuneration referred to in section 13 shall remain payable.

7. After the Session is finished, but not longer than for 5 calendar days, the Customer shall have access to the computer system of Renderownia Świerk and Disk Array in the scope allowing the download of the Output Data.

8. The Session shall commence at 12:00 a.m. on the day indicated in section 5 hereinabove and shall finish at 11:59 p.m. on the last day of the agreed time of the Session.

9. If it is necessary to extend the time of the Session, the Customer may place a new order following the procedure described in section 2. If such an order is placed not later than 2 working days before the end of the ongoing Session, the Session shall be continued in accordance with the current conditions, with the only difference being that the initial remuneration referred to in section 13 shall not be charged.

10. The remuneration conditions shall be settled separately for each Session, considering the scope of the Customer's needs, the level of technical difficulty associated with the integration of the computing environments of the Customer and the dedicated part of the computer system of Renderownia Świerk, and also the number and type of the Servers, the size of the Disk Array and the duration of the Session.

11. The Parties shall agree on the remuneration conditions for each planned Session, by way of communication referred to in section 1 and 2 hereinabove.

12. The Parties shall agree on the remuneration due to the Service Provider for performance of the Service in one Session (hereinafter referred to as the **Remuneration**) in the form of initial remuneration and principal remuneration.

_____

13. The initial remuneration shall be settled on the basis of the total cost pertaining to the works performed by the Service Provider to prepare the Session and may depend on the number of Servers.

14. The principal remuneration shall depend on the specifications and the scope of the ordered IT services, and in the part corresponding to computing services - proportional to the number of Servers, size of the Disk Array and the duration of the Session. It shall be determined on the basis of the Price List for Servers and Disk Arrays presented on the Renderownia Świerk Web Page. The Service Provider may apply discounts to the computing part of the service, in particular the discounts granted as part of the NCBJ Sponsorship Program of Polish Film Art.

15. If the Customer accepts the conditions for the planned Session, including the amount of Remuneration, the Service Provider shall issue a pro forma invoice and send it electronically to the Customer's email address specified in the Contract.

16. The amount due as Remuneration shall be payable in the amount adjusted to include the value added tax (VAT) at the currently applicable rate, by transfer to the bank account of the Service Provider maintained at mBank, account number: 22 1140 1977 0000 5821 8300 1080, in advance, before commencement of the Session. The date of payment shall be deemed by the Parties the date of crediting the funds at the Service Provider's bank account.

17. Upon receipt of the payment the Service Provider shall issue a VAT invoice and shall send it electronically to the Customer's email address indicated in the Agreement. Upon the Customer's request, the Service Provider may issue a collective invoice including several Sessions.

§ 5
Intellectual property rights

1. Concluding the Contract, the Customer warrants and represents that they are authorized to use the Input Data and they do not infringe any third party rights in this way, including the rights resulting from agreements concluded by the Customer with third parties.

2. If any claims are made against the Service Provider for infringement of third party rights, and in particular intellectual property rights of third parties, in connection with conclusion and performance of the Contract, the Customer undertakes to defend the Service Provider and hold them harmless in connection with such an infringement, and to cover all the costs incurred by the Service Provider as a result of such an infringement.

3. The Service Provider shall acquire no rights to the Data.

4. Any elements of Renderownia Świerk, including its name, logotype, content of the Renderownia Świerk Web Page, software and databases are the property of the Service Provider and are fully protected by law.

§ 6
Liability

1. If the Service Provider finds that the way the Customer uses the Servers or Disk Array is inconsistent with the scope of the Service specified in § 2 section 2, they shall set a reasonable deadline for the Customer to discontinue or remedy the questionable activities.

2. Upon effective lapse of the deadline referred to in section 1 hereinabove, the Service Provider may terminate the Contract with immediate effect.

3. If the actions or omissions of the Customer are particularly dangerous for security of Renderownia Świerk, the Service Provider may immediately and without prior notice deprive the Customer of the access rights to the computer system of Renderownia Świerk and to terminate the Contract with immediate effect.

4. The Customer shall bear full liability on the basis of risk for any damage resulting from their actions or omissions. In particular, the Service Provider shall be entitled to claim from the Customer a reimbursement for any damages paid by the Service Provider to third parties, if the damage suffered by them arise out of or in connection with actions or omissions on the part of the Customer.

5. The Customer shall bear full liability on the basis of risk for any damage caused by third parties who used the access data allowing identification of the Customer in the computer system of Renderownia Świerk.

6. The Service Provider shall not be liable for the efficiency of the Customer's internet connection and of other inter-operator connections.

7. The Service Provider shall not be liable for any disrupted operations of Renderownia Świerk resulting from any unauthorized interference on the part of Customer or third parties, or from other causes not attributable to the Service Provider.

8. The Service Provider shall not be liable for the content of the Input Data.

9. The Service Provider shall not be liable for the content of the Output Data, including their accuracy, applicability and fitness for the Customer's purposes.

10. The Service Provider shall not be liable for any damage resulting from actions or omissions on the part of the Customer in breach with the concluded Contract or the Terms of Use and generally applicable provisions of law.

The following appendix shall form an integral part of the Terms of Use:
   a) Appendix 1 – order form for the Session of "Custom Configuration".

The Terms of Use entered into force on 18 May 2016.

Appendix 1 *– Order form for the Session of "Custom Configuration"*

Order of the session: "CUSTOM CONFIGURATION"

<u>The Customer's requisition</u>

The Customer: ……………………………………………………………………………..

In accordance with the Terms of Use for the "Custom Configuration" service of Renderownia Świerk and under the Contract concluded with the National Centre for Nuclear Research, I hereby submit the requisition for:

Description of expectations and needs: ……………………………………..……………………………………
(may be presented in a separate file)

                                     ………………………………………………………………………………………………

                                     ………………………………………………………………………………………………

Number of servers: ……………………………

Type of servers: E5-2680 v2 (20 cores/2.8 GHz)   E5-2680 v3 (24 cores/2.5 GHz).
(delete as appropriate)

Additional requirements: ……………………………………………………………………………………..
(e.g. using GPU or inclusion in the NCBJ Sponsorship Program of Polish Film Art)

Duration of the Session: …………………………   Commencement date: …………………………
(in days - at least 7 calendar days)   *(preferred)*

                                     ……………………………………………………………………………………….
                                     (Date, first name and last name of the Customer's representative)

Note: please fill in and send by electronic mail to the email address specified in the Contract

---

_____

<u>The Service Provider's response</u>
(the offer is limited to the current technical capabilities and the price offer)

Commencement date of the Session: .... and its duration: .... calendar days.

Number and type of the servers: .... servers of the type: ....
Size of the reserved disk space: .... GB.

Additional circumstances: ....

Initial remuneration (§ 4 section 13 of the Terms of Use):   PLN.............................. .

The principal remuneration associated with the specifications and scope of the ordered IT services (§ 4 section 14 of the Terms of Use):   PLN.............................. .

The principal remuneration - the part corresponding to computing services:
The offered 24h rate for 1 server: PLN.............................. .
Offered monthly rate for 100 GB of disk space: PLN.............................. .
Discount granted for the computing part: ....%).

Net remuneration: PLN .... (in words: .... Polish zlotys).

....
(Date and signature)   (The Service Provider's representative)

_____

<u>The Customer's acceptance</u>

I hereby declare that I accept the offered conditions for the "Custom Configuration" Session as part of the service of Renderownia Świerk, and I also ask for a pro forma invoice with the agreed amount to be issued and sent. I also acknowledge that the Session will commence provided that the payment is made to the NCBJ bank account number specified in the Terms of Use.

....
(Date and signature)   *(First name and last name of the Customer's representative)*

Note: upon acceptance please send the scan of the document by electronic mail to the email address specified in the Contract.

_____