

Supplementary Agreement for Extended Use

Agreement no. 08-03-03-JIKR-1

between

Všeobecná úverová banka, a.s.
Mlynské nivy 1
829 90 Bratislava

and

Beta Systems Software AG
Alt-Moabit 90d
10559 Berlin

Slovakia

Germany

- hereinafter "Customer" -

- hereinafter "Beta Systems" -

Customer no. 103112

The Parties hereby amend with immediate effect the license agreement (hereinafter "the Basic Agreement") concluded on 06.03.1995 and last extended on 30.09.2004, as follows:

1 Extended Use

The Customer is entitled to use the Programs listed below (hereinafter "Programs") according to the terms and provisions of the Basic Agreement in accordance with the following specifications:

Program	Extended Use			licensing
	from	by	to	
Beta 88	491	126	617	MIPS

Installation of the Programs on the machine type: IBM z890-350

Installation of the Programs on the operating system(s) / JESx: z/OS / JES2

This supplemental agreement shall only contain amendments to the Basic Agreement which extend beyond clauses relating to "maximum use" and "operating system(s) / JESx" if this is explicitly agreed by the Parties as a deviation.

2 Extended duration of the Basic Agreement

- (I) The duration of the basic servicing and maintenance agreement shall be extended until 31.12.2008 ("original contract term") but shall apply only to the Programs listed under Item 1 above.
- (II) The servicing and maintenance agreement shall be extended by a further 12 months if it is not terminated by one of the parties in writing 3 months before the original contract term ("tacitly extended contract term") expires. The above provision shall apply accordingly for the extension of the tacitly extended contract term.

3 Payment

- (I) For the extended use of the Programs, the Customer shall make the following one-off payment to Beta Systems:

EUR 17.000,00 excl. VAT

The Customer shall pay the licence fee without discount 10 days after receipt of the invoice.

- (II) For servicing/maintenance of the Programs, the Customer shall make the following payment to Beta Systems:

EUR 5.000,00 excl. VAT for the time from 01.04.2008 – 31.12.2008

EUR 5.000,00 excl. VAT for the time from 01.01.2009 – 31.12.2009

This payment is additional to the service and maintenance charge agreed within the Basic Agreement and shall be charged from 01.04.2008.

The additional payment for the servicing and maintenance shall be made without discount for each calendar year in advance 10 days after receipt of the invoice.

- (III) Beta Systems is entitled to modify the servicing and maintenance fee after the original contract term has expired. Such modification shall only be effective for the Customer if
- a) the intended modification is notified to the Customer in writing explaining that the currently valid additional servicing and maintenance payment shall be modified as announced if the Customer does not object to modification within a period of two weeks after receipt of the written notice and
 - b) the Customer does not object towards Beta Systems to modification of the additional servicing and maintenance payment within two weeks after receipt of the notice of modification of the servicing and maintenance payment denoted under a) in writing.

4 Special Agreement

- (I) The customer is entitled to increase the under item 1 mentioned usage during the peak days at the customer side for the max. total of 30 days per maintenance period specified above, under item 3 (II).
- (II) The Customer undertakes to report in writing every 12 months the actual usage of the Programs as described in the documentation and quoting the contract number. This report shall be sent to Beta Systems Software AG, Order Desk, Alt-Moabit 90 d, 10559 Berlin, Germany. The first report is due on expiry of the original contract term.
- (III) If there will be more than 30 peak days with CPU load of more than 617 MIPS Beta Systems and the customer will renegotiate this Supplementary Agreement for Extended Use.

5 General Terms and Conditions of Beta Systems

- (I) The Parties agree that the General Terms and Conditions of Beta Systems Software AG for the Licencing of Software and its Servicing/Maintenance, version 07/2004, (the General Terms and Conditions) are part of this Supplementary Agreement. Insofar as there are contradictions between the Basic Agreement and the General Terms Conditions the latter shall take precedence.
- (II) The General Terms and Conditions were handed to the Customer before signing the Agreement.
- (III) For the purposes of this supplementary agreement, article 12. of the General Terms and Conditions is hereby replaced as follows: If a third party claims that the Products infringes any patent, copyright, trade secret, intellectual property rights or other proprietary right of a third party, Beta Systems will provide Customer with effective aid in the range that can be reasonably and equitably demanded from Beta and will defend the Customer against such claim at Beta Systems' expense and Beta Systems will pay all damages and expenses that a court finally awards, provided that Customer notifies Beta Systems in writing immediately of the third party's claim, and allows Beta Systems to control, and cooperates with Beta Systems in the defense or any related settlement negotiations. If such a claim is made or appears possible, Beta Systems shall secure for Customer the right to continue to use the Products.

D 10559 Berlin,

SK 829 90 Bratislava,

Beta Systems Software AG

VUB Banka, a.s.