

Software Support and Services

1. Scope

1.1 The Support Services are subject of the scope of services in case of licensing of the Software under the terms and conditions of the EUSA.

1.2 The Services will be provided by dataglobal Heilbronn GmbH, Im Zukunftspark 10, D-74076 Heilbronn, (hereinafter referred to as "dataglobal") or by qualified third parties which dataglobal hereby commissions.

2. Definitions

2.1 Major Release refers to the leading numbering of a software version.

2.2 Services are those fee-based services provided by dataglobal that are not Support Services,

2.3 Support Services are services within the meaning of this Agreement which are the subject of the EUSA concluded between dataglobal and the Customer.

2.4 Minor Release refers to the versioning within a Major Release.

2.5 Update is the further development of a software version within a Major Release. It is provided for the elimination of errors, for function maintenance and for function extension.

2.6 Upgrade is the change of a Major Release to the next version. Within Upgrades, significant functional enhancements are usually made.

3. Support Services of dataglobal

3.1 dataglobal provides the Services further outlined below. The standard Support Services are compensated for with the licensing of the Software at the conditions of the EUSA.

3.2 Gold support services are to be ordered separately and are to be remunerated at the conditions resulting from the offer and order confirmation

3.3 Support Services

a. Delivery or provision of Updates (Minor Releases) and Upgrades (Major Releases) of the Software after release by dataglobal.

b. Provision of the Software documentation in digital form.

c. Support Level

(i) Standard Support

Standard Support Services are provided on working days (Monday to Friday) during office hours between 09:00 - 17:00, CET. No services will be provided on public holidays applicable at dataglobal's registered office.

(ii) Gold Support

Gold Support Services are provided 365 days a year, 7 days a week, 24 hours a day (Gold Support Hours). Requests will be accepted according to their priority (lit. e.) as follows:

Calls of the category normal: 09:00 - 17:00.

Calls of the category high: 08:00 - 20:00.

Calls of the category critical: 24 hours a day.

d. dataglobal will respond to the problems reported by the Customer within the following times:

- one working hour after problem report at priority critical and high,
- 24 working hours after problem report at priority normal.

e. The following priorities are agreed upon:

- Priority Critical: A problem exists that causes the Software to stop or malfunction, as a result of which the Customer's business operations or a significant part of its business operations come to a standstill.
- Priority High: There is a problem that leads to a standstill or malfunction of the Software, whereby at the same time the Customer's business operations or a significant part of his business operations come to a standstill.
- Priority Normal: There is a problem that leads to the standstill or impairment of the Software, the Customer's business operations are, however, slightly or partially insignificantly impaired by this. All or individual functions or functionalities of the Software are usable or at least of limited use.

f. "Response Time" means the period of time between the Customer reporting a Problem, the commencement of a Support Call and the communication of a Call ID to the Customer.

g. The Customer's problem reports will be handled exclusively in accordance with the support offer provided by dataglobal and selected by the Customer. For this purpose, dataglobal maintains a telephone hotline according to the times agreed in the contract and also enables the Customer to submit problem reports by e-mail or fax.

h. dataglobal provides the contractual Support Services exclusively by telephone consultation, remotely on the Customer's system, e-mail and/or ftp. The Customer has no claim to the provision of Support Services by dataglobal free of charge at the place of installation. If the Customer commissions the provision of Support Services at the place of installation, he shall bear the additional costs incurred.

3.3 Prerequisite for providing the Support Services:

a. The Software is to be operated on the software and hardware environment specified in the offer at the location specified therein, which corresponds at least to the system requirements specified by dataglobal.

b. In the event of changes to the Customer's existing hardware and software infrastructure, e.g. version changes of the operating system to new systems, compilers, database etc., dataglobal is not obliged to provide a new version of the Software free of charge. The Customer is therefore recommended to consult with dataglobal before changing his hardware and software infrastructure, which effects the intended changes may have on the Software and its operation.

c. To the extent necessary for the use of a new release of the Software, the Customer shall make adjustments to the hardware and software environment. This applies in particular with regard to new versions of the operating system or other third-party software required for the use of the new release.

d. The Customer must document any permissible program changes made by him, e.g. changes to the masks and interfaces. For this purpose, the Customer must at least keep a list of the objects of the Software changed by him and corresponding difference lists.

e. Insofar as the Customer edits or modifies the Software without consultation with and agreement by dataglobal or combines it with other software products in whole or in part, it may not be possible to

provide Support Services under the EUSA for edited or modified objects.

4. Additional Services

4.1 The Customer can commission dataglobal to provide the Services listed below against payment of the remuneration rates applicable at dataglobal in each case. A separate agreement is a prerequisite. dataglobal is not obliged to provide these Services.

4.2 Services subject to remuneration include:

- Education, training and certification of Customer's employees for the Software.
- Advice and assistance beyond the scope agreed upon in this Agreement.
- Consulting, assistance and problem solving regarding hardware or software from third parties, e.g. operating systems, assignment of rights, data backup.
- Advice and assistance on documented program interfaces.
- Consultation concerning the use of the Software.
- On-site support and services related to problems that are the subject of this Agreement and are not handled on-site under this Agreement. On-site support for installation, configuration and service of the hardware and software infrastructure and Software.
- Restore installations after hardware or Software problems

4.3 The aforementioned Services shall be invoiced to the Customer on the basis of the currently applicable daily rates for Services or on the basis of the daily rates agreed in advance between the parties. Travel costs and expenses shall be reimbursed by the Customer.

5. Cooperation Obligations of the Customer

5.1 The Customer shall provide a functioning hardware and software infrastructure in accordance with the system requirements specified.

5.2 The Customer is responsible for the regular, at least daily backup of its data as well as its availability within the scope of the Services.

5.3 The Customer is obliged to use the Software according to the requirements of the documentation and according to the system requirements specified.

5.4 In the event of a problem occurring, the Customer is obliged to provide dataglobal's employees with all information necessary for the provision of the contractual Services in a comprehensible form and immediately after the problem has occurred. The Customer guarantees unhindered, complete and trouble-free access to its business premises and the hardware and software infrastructure, insofar as its security interests do not conflict with this.

5.5 The Customer shall ensure that at least one expert contact person, who is sufficiently trained in the administration of the Software as well as the hardware and software infrastructure and who is named, is available at all times. The Customer shall also ensure that information and documents provided by dataglobal are available to the Customer's contact person. The Customer shall ensure an appropriate number of trained contact persons and a deputy arrangement so that dataglobal has a competent contact person available at all times.

The Customer provides dataglobal with the current and complete contact information of all contact persons and their deputies (company address, telephone number, e-mail address).

5.6 The Customer informs dataglobal immediately in writing and in detail about the changes in the hardware and software infrastructure

that take place during ongoing (not completed) support calls on the Customer side.

6. Individual Elimination of Malfunctions

6.1 If the Customer informs dataglobal of malfunctions, dataglobal will begin to provide the Services within the reaction times defined in clause 3.3. Any malfunctions that occur must be documented to dataglobal in accordance with clause 5.4.

6.2 dataglobal will remedy a malfunction duly reported by the Customer at its own discretion as follows:

- Delivery of a patch / hotfix
- Delivery of a new program version, which no longer contains the error.
- Customer's instructions on how to work around the problem or eliminate the malfunction. As far as reasonable, the Customer will implement these instructions by competent own personnel.
- The elimination of a malfunction at the Customer's site will be carried out only if none of the above measures is successful.

6.3 If the notified malfunction cannot be determined in the course of a test run or if it turns out that there is no malfunction for which dataglobal is responsible, the Customer shall bear the costs of the test in accordance with dataglobal's current price list. This applies in particular if the malfunction is due to improper use of the Software by the Customer or is caused by software from other suppliers or the hardware used.

7. Compensation

7.1 The remuneration for standard Support Services is compensated with the remuneration to be paid for the use of the Software according to the EUSA.

7.2 The remuneration for additional Services results from the respective offer and the order confirmation and are settled in accordance with the conditions defined therein.

8. Contract Duration

The contract term is based on the term of the software usage contract in accordance with the provisions of the EUSA.

9. Final Provisions

Unless otherwise agreed herein, the provisions of the EUSA shall apply.