

Terms and Conditions for the Provision, Maintenance and Support of Software

AUVESY GmbH
Fichtenstraße 38b
76829 Landau in der Pfalz

I. Delivery of Application Software (Standard)**1. Delivery of Standard Software**

1.1 The software products (hereinafter referred to as "*Programs*") shall operate as specified in the product description and more detailed in their user documentation. The programs shall embody all German legal and all other provisions the programs must comply with.

1.2 AUVESY shall transmit the programs to the customer in machine-readable format (object code) on data storage media or AUVESY may provide them for download from the Internet. Unless otherwise agreed, AUVESY may also deliver the programs by e-mail. AUVESY. AUVESY shall provide the user documentation either as a printed copy or in electronic format.

1.3 In the event AUVESY's programs have interfaces for interoperability with other programs, AUVESY shall provide information for the use of the interfaces, if so requested by the customer, subject to reimbursement of AUVESY's expenses. The customer may pass such information on to other contractors to the extent necessary.

2 Right of Use of the Customer

2.1 The scope and limits of the customer's right to use the programs are specified in the contract.

2.2 The license fee is determined by the extent of the right of use, in particular by the size of the configuration and/or the maximum number of simultaneously active users. If the customer wants to extend the agreed maximum, it shall pay an additional charge. Such extension of the use shall be agreed on in advance.

2.3 In the event the contract is silent, the customer shall only have a single right of use. The customer may install the programs on different IT systems, but must ensure that it only uses the programs on one IT system at the same time.

2.4 The customer agrees to use the programs only on configurations that AUVESY has declared to be compatible with the programs. The customer shall inform AUVESY of any modification of the used configurations without delay.

2.5 The customer may transfer the granted right of use per program to another user if the customer confirms to discontinue the use of the programs and if the new user accepts in writing towards AUVESY to take over all obligations to the protection of the programs and to comply with the restrictions of the right of use as they were agreed on between the customer and AUVESY.

2.6 The customer shall not modify or enhance the programs and the related documentation.

Status 2022 January, valid for EU and Switzerland

§ 3 Performances

3.1 It shall be the responsibility of the customer to install the programs on the customer's IT systems. At the request of the customer, AUVESY shall install the programs in return for compensation based on expense and execute a brief training session. The customer shall confirm the successful installation in writing in such a case.

3.2 If it is agreed that AUVESY shall install the programs, the customer shall ensure that qualified operating staff are available by the time of installation at the latest. The customer shall, in particular, ensure that the customer's operating staff will possess all necessary system administrator rights as well as all necessary network rights.

3.3 It is the responsibility of the customer to bring the programs into operation. To this end, the customer shall inspect the programs under their conditions of use before the customer uses the programs productively. AUVESY is prepared to assist the customer in this respect upon request in return for compensation based on expense.

3.4 The customer shall examine all performances of AUVESY for defects without delay in the proper course of business. In particular, the customer shall also examine programs designed only for occasional use.

3.5 AUVESY shall name a customer consultant, the customer a representative. Both shall promptly make all decisions on their authority or provide all authorizations required without delay. The customer consultant shall record all decisions in writing. The representative shall provide all required information. AUVESY shall contact the representative as necessary to ensure the proper performance of the mutual obligations

§ 4 Software Protection

4.1 The customer acknowledges that the programs, including the user documentation and additional documents, even in future versions, are copyright-protected and constitute business and trade secrets proprietary to AUVESY. The customer shall ensure with no limit in time that the programs are protected from misuse.

4.2 If AUVESY provides programs in source code, the customer shall only make them accessible to any third party with AUVESY's prior written consent. AUVESY shall not unreasonably withhold such consent, but AUVESY does not need to give it to enable the customer to obtain maintenance services for the programs from a third party.

4.3 The customer may only make copies of the programs as necessary for data storage, or, in case AUVESY provides source code, for purposes of the remedy of defects.

4.4 The customer shall not create programs derived from the programs.

4.5 The customer shall use the user documentation for internal purposes only and only copy it to the extent permitted with regard to the customer's right of use. The customer shall not translate, modify or enhance the user documentation or create any works based on the user documentation.

II. Customer-Specific Programming, in particular Scripting

5. Scope

5.1 If customer-specific programming in the form of modifications and/or extensions and script generation is agreed upon in the contract, AUVESY grants the customer the same right of use for the modifications and extensions and/or scripts as for the provided standard programs to which they belong.

5.2 The customer may only use scripts received from AUVESY within the scope and scope of the right of use expressly described in the quotation, especially only in connection with the versiondog system licensed

Status 2022 January, valid for EU and Switzerland

Terms and Conditions for the Delivery, Maintenance and Support of Software

in the quotation/contract, and only on the one (1) server license system specified in the quotation/contract, unless otherwise agreed. In particular, without limitation, the following actions are only allowed with the prior written consent of AUVESY:

- Use of a script at a location other than the one specified in the quotation/contract;
- Use of a script related to the software versiondog on more than one (1) server;
- Use of a script without reference to the software versiondog, whether with or without modifications.

5.3 The use of individual programs that can be used independently of the standard programs is allowed for the customer's own purposes and for purposes of the customer's group of companies without limitations.

5.4 AUVESY shall deliver modified standard programs in object code only. AUVESY shall deliver enhancements of the standard programs, scripts and other additional individual programs in source code, only if this is agreed in the contract. The documentation related to the source code shall only be delivered, if this is agreed in the contract. However, the delivery of source code always requires the prior conclusion of a separate written agreement for special protection of the source code, which AUVESY will make available on request of the customer.

5.5 A user documentation for modifications and/or extensions or scripts will only be delivered if this has been explicitly agreed upon. In this case the following shall apply: If there are any effects on the user documentation of the standard programs resulting from modifications/extensions or scripts, they will not be integrated into the user documentation but will be presented separately.

6. Modifications of Scripts

6.1 AUVESY reserves all rights to the scripts, in whole or in part, including all possible resulting solutions. The customer is expressly forbidden to decompile, disassemble, analyze and/or reverse engineer the scripts in other cases than those expressly permitted by law.

6.2 The customer may only modify scripts in compliance with the following conditions:

- The script is available in an editable format and not as a compilation;
- There is no reverse engineering by the customer, or a third party authorized by the customer (which includes distributors of AUVESY);
- The script contains an explicit reference to the changes made, e.g. in form of a configuration file.

6.3 The customer is obliged to disclose modifications of scripts to AUVESY on request of AUVESY, as far as the modification creates a reference to the versiondog script interface. In doing so, the customer may also disclose configuration files and edit confidential data.

7. Disclosure of Scripts

7.1 The customer may only pass on scripts to third parties or otherwise make them accessible to third parties under the following conditions if:

- AUVESY has explicitly agreed to this in writing;
- The transfer is carried out by a distributor authorized by AUVESY for this purpose;
- The transfer is carried out internally at the location licensed for the scripts by the customer for the purpose of data backup;
- The transfer is carried out with the attachment of the present contract conditions and the third party has committed itself to comply with them.

7.2 Any further passing on of scripts is only allowed with the prior written consent of AUVESY.

7.3 AUVESY explicitly points out that distributors of AUVESY are not authorized to allow the passing on of scripts of any kind.

7.4 Modifications of scripts, no matter of which kind, have to be marked by the customer at each distribution.

Status 2022 January, valid for EU and Switzerland

8. Performance

8.1 If it is necessary to detail the customer's requirements listed in the contract or requested pursuant to clause 9.1, AUVESY shall develop a detailed specification with the customer's assistance and shall submit it to the customer for approval. The customer shall respond in writing within 14 days. Unless otherwise agreed, this performance shall be remunerated by the customer on the basis of time and material in accordance with AUVESY's valid price list.

8.2 The approved detailed specification is the decisive basis for the realization of the programming. In the course of the realization of the programming, the detailed specification may be further detailed with the customer's assistance.

8.3 In addition, clause 3 shall apply.

9. Change Requests

9.1 If the customer requests any modification of the agreed requirements (including any addition to it) and if the requested modifications are reasonable and acceptable, AUVESY shall agree. If the realization of such a request results in any burden on AUVESY's side, AUVESY is entitled to an appropriate adaptation of the terms of the contract, in particular additional compensation and/or the extension of time for the completion of the programming.

9.2 Agreements concerning modifications and resulting adaptations of the agreed requirements require written form. If the customer requests a modification orally, AUVESY may request the customer to provide it in writing or AUVESY may confirm the modification in writing. In the second case the wording of AUVESY shall be binding unless the customer objects in writing without delay.

9.3 AUVESY shall submit requests for adaptations of the contract without delay. The customer shall notify AUVESY without delay if the customer refuses the requested adaptation.

III. Maintenance, Updates and Support – if offered –

10. Scope, Object and Extent

10.1 If maintenance is agreed upon in the contract, AUVESY provides the maintenance and support of the standard programs mentioned in the contract as well as – if agreed upon – also the corresponding standard "add-ons", against payment of the annual remuneration mentioned in the contract.

10.2 Customer-specific modifications and/or extensions of the stand programs as well as individual programming are only subject to maintenance and support, if this is expressly agreed in the contract. The foregoing also applies to additions to the standard programs made by AUVESY per the customer's order and an associated provision by AUVESY (for example script individual solutions).

10.3 Standard programs developed and/or created by AUVESY itself (including firmware) are further developed and maintained by AUVESY. The respective development status of the AUVESY software is indicated by the version designation.

10.4 Subject of the software maintenance and service of AUVESY is the respective current version of the standard software developed and/or manufactured by AUVESY itself, which AUVESY has released in the context of the further development according to clause 14. New performance features will be incorporated into a new version with a higher version number (hereinafter referred to as "**Upgrade**"). Bug fixes and improvements of existing described features will lead to a new release status within the respective version (hereinafter referred to as "**Update**"). The duty to further develop and to provide telephone support shall relate to the current and the preceding version of the programs. Support for the preceding versions shall be rendered until the discontinuation of a version, it will end six (6) months after the release of the latest

Status 2022 January, valid for EU and Switzerland

Terms and Conditions for the Delivery, Maintenance and Support of Software

version. However, such duty shall continue to exist if the acceptance of a new version would be unreasonable to the customer, provided AUVESY is capable of rendering such performances. In the above case, AUVESY is entitled to claim for added costs and expenses, including costs and expenses accruing for maintenance of the required support and maintenance environment.

10.5 With regard to the further development and maintenance of software of other manufacturers (hereinafter referred to as "**Third Party Software**") delivered in the installation package, the regulations of the respective manufacturer shall apply. If third party software is part of the written maintenance contract, AUVESY will provide the customer with new versions, which AUVESY receives from the manufacturer. In addition, clauses 14.2 and 14.3 will apply.

10.6 AUVESY is entitled to change the Update and Support Agreement. The changes are only agreed upon when AUVESY has notified the customer in writing about the changes of the update and support agreement and the customer has agreed to the changed conditions of the update and support agreement. The changed update and support agreement terms and conditions are considered as accepted if the customer has not objected to the changed update and support agreement within a period of four (4) weeks after receipt of the changed update and support agreement and AUVESY has pointed out the meaning of his silence to the customer at the beginning of the period.

10.7 The Update and Support Agreement shall run for an indefinite period. Each contractual partner may terminate the update and support agreement with a notice period of 6 weeks to the end of the contractual year. The right to terminate for good cause remains unaffected.

10.8 AUVESY may terminate the update and support agreement after prior warning with a 30-day period of notice if:

- The standard programs subject to the contract are administered by persons not trained by AUVESY, unless otherwise agreed;
- The services to be rendered by AUVESY as a consequence of the update and support agreement are not only insignificantly complicated by changes initiated by the customer, improper operation or constellations with third-party software;
- software is used, duplicated, made accessible or passed on to third parties by the customer contrary to the license terms or otherwise unauthorized.

11. Prerequisites for the Provision of Services

11.1 Defects within the scope of the Update and Support Agreement are defined as deviations from the features the programs or scripts (collectively hereinafter referred to as the "**Programs**") shall have in accordance with clause 1.1 or which they must have for customary use.

11.2 AUVESY is only obliged to provide maintenance services, if the following requirements to be ensured by the customer are fulfilled:

- The programs are maintained at the customer's site by qualified personnel trained by AUVESY;
- Hardware and software correspond to the respective requirements for the programs communicated by AUVESY;
- The (hard- and software) environmental conditions correspond to the specifications of the product description;
- The programs were installed properly and are used according to the contract;
- No changes or additions were made to the programs which were not released by AUVESY;
- A valid license and/or script agreement exists for the programs;
- The system and environment requirements described on the homepage (versiondog.info) are fulfilled;
- A software version is used, which is still maintained by AUVESY or the respective manufacturer;

Status 2022 January, valid for EU and Switzerland

- For update and support services regarding the interaction of scripts under maintenance with other products of third party manufacturers, which are not part of the update and support agreement, it is required that the customer ensures the necessary cooperation on his part and on the part of the third party manufacturer, which is free of charge for AUVESY.

12. Services of AUVESY

12.1 The services to be provided by AUVESY are based on the update and support option agreed upon in the contract.

12.2 The standard versiondog update and support option includes the following services:

- Access to the current online help of versiondog on versiondog.info;
- Provision of software updates according to availability. A software update is not a major version of the AUVESY software, but a version upgrade of a version;
- Provision of version upgrades according to availability. Usually two software upgrades are carried out per calendar year. The customer is entitled to receive a published upgrade, but not to a certain number of published upgrades;
- Access to beta versions of the AUVESY software. The customer gets access to beta versions of the AUVESY software, which are provided "as is". The warranty and liability of AUVESY for the use of beta versions is excluded as far as legally permissible. The customer may only use beta versions for test purposes, not in production systems;
- The customer gets access to the support portal myversiondog;
- The customer gets access to the online support ticket system of AUVESY and can transparently track his created support requests in form of tickets;
- Availability of the support portal for the customer during the agreed availability times;
- AUVESY reacts to support requests via the support portal or via the telephone hotline within a reaction time of 4 hours. A qualified answer for a telephone inquiry is given within 48 hours. All reaction times refer to working days at AUVESY, reaction times pause on non-working days (Saturday/Sunday as well as holidays in Rhineland-Palatinate);
- If a support contingent for the AUVESY support portal is agreed in the contract, this contingent amounts to 10 tickets per year. One ticket contains a request or problem of the customer. If a large number of requirements or problems are represented within a ticket, they have to be distributed to new tickets. Tickets that represent problems, which turn out to be defects in the AUVESY software will not be credited to the support contingent after the warranty period agreed in the contract;
- The customer may claim the support service of AUVESY with three (3) employees of his choice. A precondition for the use of support services by employees of the customer is the qualification of the employees of the customer on administrator level for the AUVESY software after the respective AUVESY training. If there is no training program for the offered software, the above regulation does not apply;
- The customer will be treated preferentially in relation to waiting periods for ordered services (consulting etc.) compared to customers without an existing update and support agreement;
- The customer shall be given priority with regard to bug fixes and functional requirements requested by him. This does not result in an obligation of AUVESY to implement the requirements of the customer.

Terms and Conditions for the Delivery, Maintenance and Support of Software

12.3 The Premium versiondog update and support option includes the following services:

- Access to the current online help of versiondog on versiondog.info;
- Provision of software updates according to availability. A software update does not correspond to a main version of the AUVESY software, but a version upgrade of a version;
- Provision of version upgrades according to availability. Usually two software upgrades are carried out per calendar year. The customer is entitled to receive a published upgrade, but not to a certain number of published upgrades;
- Access to beta versions of the AUVESY software. The customer gets access to beta versions of the AUVESY software, which are provided "as is". The warranty and liability of AUVESY for the use of beta versions is excluded as far as legally permissible. The customer may only use beta versions for test purposes, not in production systems;
- The customer gets access to the support portal myversiondog;
- The customer gets access to the online support ticket system of AUVESY and can transparently track his created support requests in form of tickets;
- Availability of the support portal for the customer during the agreed availability times;
- The customer receives the telephone support services mentioned in the contract during the business hours of AUVESY from Monday to Friday from 09:00 to 12:00 and 13:00 to 17:00. All time data refer to Central European Time (CET/MEZ). Excluded from this regulation are the public holidays of the state of Rhineland-Palatinate, on which the customer has no support available;
- AUVESY reacts to support requests via the support portal or via the telephone hotline within a reaction time of 4 hours. A qualified answer for a telephone inquiry is given within 24 hours. All reaction times refer to working days at AUVESY, reaction times pause on non-working days (Saturday/Sunday as well as holidays in Rhineland-Palatinate).
- If a support contingent for the AUVESY support portal is agreed in the contract, it is unlimited. A ticket contains a request or problem of the customer. If a multitude of requirements or problems is represented within a ticket, they have to be distributed to new tickets. Tickets that represent problems that turn out to be defects in the AUVESY software will not be credited to the support contingent after the warranty period agreed in the contract has expired;
- If a support hours quota for telephone support or remote support is agreed in the contract, this quota is 24 hours per year, unless otherwise agreed. AUVESY shall inform the customer about the used quota before AUVESY provides further services. Telephone support exists if a support service is provided by means of acoustic communication independent of the technical implementation (e.g. voice over IP). A remote service exists, if a support service is provided by means of visual communication independent of the technical implementation (e.g. team viewer), even if only screens are shared between the customer and AUVESY in real time. An acoustic communication does not necessarily have to take place, the communication during a remote support service can also be non-verbal (e.g. by text messages);
- The customer can use the support service of AUVESY with an unlimited number of employees of his choice. A precondition for the use of support services by employees of the customer is the qualification of the employees of the customer on administrator level for the AUVESY software after the respective AUVESY training. If there is no training program for the offered software, the above regulation does not apply;
- The customer will be treated preferentially in relation to waiting periods for ordered services (consulting etc.) compared to customers without an existing update and support agreement;
- The customer will be given priority with regard to bug fixes and functional requirements requested by him. AUVESY is not obliged to implement the customer's requirements.

Status 2022 January, valid for EU and Switzerland

Terms and Conditions for the Delivery, Maintenance and Support of Software

12.4 The update and support option for customer specific programming, in particular scripts, includes the following services:

- Access to the current online help of versiondog on versiondog.info;
- Provision of script updates after agreement;
- The customer gets access to the support portal myversiondog;
- The customer gets access to the online support ticket system of AUVESY and can track his created support requests in form of tickets transparently;
- Availability of the support portal for the customer during the agreed times of availability;
- The customer receives the telephone support services mentioned in the contract during the business hours of AUVESY from Monday to Friday from 09:00 to 12:00 and 13:00 to 17:00. All time data refer to Central European Time (CET/MEZ). Excluded from this regulation are the public holidays of the state of Rhineland-Palatinate, on which the customer has no support available;
- AUVESY reacts to support requests via the support portal or via the telephone hotline within a reaction time of 4 hours. A qualified answer for a telephone inquiry is given within 48 hours. All reaction times refer to working days at AUVESY, reaction times pause on non-working days (Saturday/Sunday and holidays in Rhineland-Palatinate).
- If a support contingent for the AUVESY support portal is agreed in the contract, it contains 4 tickets per year with reference to the delivered script. One ticket contains a request or problem of the customer. If a multitude of requirements or problems is represented within a ticket, they have to be distributed to new tickets. Tickets that represent problems that turn out to be defects in the AUVESY software will not be credited to the support contingent after the warranty period agreed in the contract has expired;
- If a support hour quota for telephone support or remote support is agreed in the contract, this quota is 2 hours per year, unless otherwise agreed. AUVESY shall inform the customer about the used quota before AUVESY provides further services. Telephone support exists if a support service is provided by means of acoustic communication independent of the technical implementation (e.g. voice over IP). A remote service exists, if a support service is provided by means of visual communication independent of the technical implementation (e.g. team viewer), even if only screens are shared between the customer and AUVESY in real time. An acoustic communication does not necessarily have to take place, the communication during a remote support service can also be non-verbal (e.g. by text messages);
- The customer may claim the support service of AUVESY with two (2) employees of his choice. Precondition for the use of support services by employees of the customer is the qualification of the employees of the customer on administrator level for the AUVESY software after the respective AUVESY training. If there is no training program for the offered software, the above regulation does not apply;
- The customer will be treated preferentially in relation to waiting periods for ordered services (consulting etc.) compared to customers without an existing update and support agreement;
- The customer will be given priority with regard to bug fixes and functional requirements requested by him. AUVESY is not obliged to implement the customer's requirements.

12.5 AUVESY is only obligated to provide maintenance services in the scope agreed upon in clause 7.4 for scripts, if the following described requirements to be ensured by the customer are fulfilled:

- The script in the existing update and support agreement will be maintained at the customer's site by qualified personnel trained by AUVESY;
- Hardware and software correspond to the respective requirements for the operation of the script as communicated by AUVESY;

Status 2022 January, valid for EU and Switzerland

- The (hard- and software) environmental conditions correspond to the agreed basic conditions;
 - The script was installed properly and is used accordingly;
 - No changes or additions were made to the script;
 - For update and support services regarding the interaction of the script covered by the update and support agreement with other products of third party manufacturers, which are not part of the update and support agreement, it is a precondition that the customer ensures the necessary cooperation on his part and on the part of the third party manufacturer free of charge for AUVESY.
- 12.6 All further services of AUVESY will be charged according to the valid price list of AUVESY.
- 12.7 AUVESY is entitled to use qualified external employees and subcontractors for the provision of services. AUVESY will inform the customer about the employment of external employees and subcontractors before the beginning of the services. If the customer does not agree with the employment of external employees and subcontractors, a delay of the provision of services by AUVESY may occur, claims for compensation of the customer due to delay of services are excluded in this case.

13. Classification of Support Cases according to Priority

13.1 All support cases (internal and external nature) are evaluated at AUVESY by a trained and experienced support employee during the recording of the support case (e-mail/support ticket/telephone) according to the priority and classified accordingly in a support ticket. The classification is done in the classes "LOW", "NORMAL" and "HIGH". The classification is based on the following criteria for the respective classes:

- The classification of a support case into the category "LOW" is done for support cases which contain textual errors (e.g. spelling or grammar) or which concern the usability, such as graphic errors, incorrect color gradients or the arrangement of control buttons and fields;
- The classification of a support case into the category "NORMAL" is done in case of malfunctions, feature requests, license errors, comparator errors or system crashes, which do not affect the versiondog server and only allow a limited further operation of the AUVESY software;
- The classification of a support case into the category "HIGH" occurs in case of a server shutdown at a versiondog server or a direct influence of the AUVESY software on the customer's productive system.

13.2 The processing of the support cases is done according to the classified priority. Support cases with the classification HIGH are processed before support cases with the classification NORMAL. The support case classification LOW has the lowest priority in the order of processing.

14. Further Development of the Standard AUVESY Programs under Maintenance

14.1 AUVESY shall deliver further developed standard versions including the related user documentation to the customer as set forth in clause 1.2, after the release of such versions by AUVESY. The above shall not apply to enhancements AUVESY offers separately as new programs in AUVESY's price list.

The customer shall test new versions before the customer uses them for productive purposes.

14.2 In the event the manufacturer of the system software necessary for use of the programs for which AUVESY performs maintenance and support releases a new version of the system software under a maintenance agreement with AUVESY, AUVESY shall examine after the availability thereof whether such version works properly together with AUVESY's programs under maintenance with the customer. If that is the case, AUVESY shall release such version (cf. clause 2.4). Otherwise, AUVESY shall adapt AUVESY's programs to the further developed version of the system software within a reasonable period. The reasonable period shall begin upon the release for distribution and availability thereof for AUVESY.

14.3 The customer shall ensure that its IT equipment, in particular its system software, always meets the technical level which the customer's programs may require pursuant to clause 14.2. AUVESY shall, in a timely manner, inform the customer of which technical level is required as from which date.

Terms and Conditions for the Delivery, Maintenance and Support of Software

14.4 Before introducing a successor version of the system software or other system software, the customer shall check whether AUVESY has released the programs to be maintained, which the customer uses, for this system software.

14.5 Clause 14.2 and Clause 14.3 apply accordingly to other third party programs which have been obtained from AUVESY and with which the programs of AUVESY shall interact. Clause 14.2 and Clause 14.3 shall also apply to third-party programs that are freeware or in public domain (e.g. Linux).

14.6 AUVESY is obliged to further develop its programs, if alterations of legal provisions or other provisions with which the delivered version of the programs already complies, require such adaptation.

14.7 If an adaptation requires major redevelopment of the programs, the comprehensive charge shall not cover the delivery of the new version. In this event, AUVESY may request an appropriate additional compensation taking into account the number of clients that need and order such redevelopment.

14.8 AUVESY shall keep further developed versions of the programs compatible with the preceding version with regard to AUVESY own performances. However, if circumstances not attributable to AUVESY cause the incompatibility of the programs, e.g. if pre-supplier programs cause the incompatibility, AUVESY shall only be obliged to transmit the migration aids provided by the pre-supplier.

15. Services not included

15.1 The following services are not included in the scope of services; AUVESY is not obliged to provide the corresponding services:

- Elimination of malfunctions and damages which are due to an improper use of the software or other influences which are not caused by AUVESY and which are not causal to the functioning of the software itself, especially malfunctions and damages which are due to force majeure, unauthorized influence of third parties or external systems (which are not listed in any contract between AUVESY and the customer according to clause 11.2), operating errors, non-observance of warnings and the generally accepted guidelines for the operation of IT devices;
- Installation of new software versions as well as necessary adjustments of the system environment of the customer;
- Services outside the support and response times defined in this Update and Support Agreement;
- Elimination of malfunctions and program damage caused by programming work performed by the customer;
- Elimination of malfunctions and damages caused by non-compliance with the requirements specified in clause 11.2 or by breach of the Customer's obligations to cooperate (in particular pursuant to clause 16.2);
- Elimination of malfunctions and damages that could have been avoided by following the instructions and instructions contained in the product description or user documentation (according to versiondog.info) of the programs or scripts used;
- Services concerning standard programs of AUVESY, which have been changed by the customer or by third parties without prior written consent of AUVESY;
- Elimination of disturbances and damages which are not related to a standard program or a script of AUVESY;
- Consulting services and/or other services in connection with the services listed in clause 12.1.

15.2 All services which are not included in the scope of services are provided by AUVESY against separate payment, as far as the customer has ordered a corresponding consulting offer from AUVESY.

16. Duties of Cooperation of the Customer

Status 2022 January, valid for EU and Switzerland

Terms and Conditions for the Delivery, Maintenance and Support of Software

- 16.1 The Customer shall provide AUVESY with the information and supplementary means (e.g. auxiliary systems for the provision of support services, e.g. team viewer, license or server number of the AUVESY software) required for the provision of the contractual services in due time and free of charge and shall grant all necessary access to hardware and software in the Customer environment. The customer grants AUVESY employees the access to the software systems affected by the update and support agreement necessary for the fulfillment of the contract during the agreed times. If AUVESY is not granted the access at all or not at the agreed times or not to the necessary extent, AUVESY can deduct the vain expenses caused by this from the customer's support contingent, unless the customer is not responsible for not granting or not properly granting the access.
- 16.2 The customer designates responsible system administrators, who are responsible to AUVESY for issuing and receiving binding information and who can make all decisions in connection with the maintenance services.
- 16.3 For safety reasons an employee of the Customer shall be present during the provision of services by AUVESY during the provision of services and shall ensure the compliance with the own operational safety regulations. Safety regulations of the customer, if available, are to be passed on to AUVESY in writing by the customer when placing the order, at the latest however before execution of the work.
- 16.4 Before AUVESY renders the agreed services, the customer has to perform those tasks, which are not part of the scope of the maintenance contract (e.g. implementation of network requirements) and were communicated in advance by AUVESY as a condition for the rendering of the service, in due time.
- 16.5 The customer provides documents, auxiliary systems (e.g. team viewer), and information, which are required by AUVESY for the provision of the agreed services, free of charge in advance.
- 16.6 For services which are performed by remote access the customer provides a suitable connection for AUVESY free of charge.
- 16.7 The customer is obliged to regularly back up data and programs of AUVESY's software products according to the specifications of AUVESY (versiondog.info) and thus to ensure that these can be restored with reasonable effort. The data backup has to be carried out according to the specifications of AUVESY or in absence of such specifications according to the generally accepted principles of secure data processing. Before the beginning of services at software of AUVESY, which are carried out by AUVESY at the system of the customer, an up-to-date data backup must be carried out by the customer in any case and kept available during the service provision.

17. Remuneration

- 17.1 The annual remuneration is regulated in the contract. It is calculated on the basis of the AUVESY software licensed by the customer. The remuneration for the following years is based on the prices of the software products of AUVESY licensed by the customer according to the valid price list of AUVESY at the time of invoice of the annual update and support fee.
- 17.2 In case of an increase of the remuneration due to changes of the scope of the update and support agreement agreed upon in writing, e.g. due to the purchase of additional license products or due to the subsequent purchase of licenses by the customer, the amount of the increase shall be calculated pro rata temporis for the remaining term of the current billing interval. The fee for a calendar day is set at 1/30 of the monthly fee, 1/180 of the semi-annual fee or 1/360 of the annual fee, depending on the agreed billing interval. Invoicing for the additional payments to be made by the service recipient for the provision of update and support shall be made upon purchase of the license or alternatively in the month following implementation of the agreed change.
- 17.3 AUVESY is entitled to demand with a notice period of four (4) weeks the remuneration that AUVESY demands for the conclusion of new update and support contracts according to the price range of AUVESY.

Status 2022 January, valid for EU and Switzerland

IV. General Terms and Conditions

18. Charges and Payments

- 18.1 The license fee shall be due after delivery is made.
- 18.2 All support performances (particularly pre-installation support, preparations for use, installation and demonstration of operational readiness, conversion of old data, instruction, training or consulting) shall be compensated based on expense, unless otherwise agreed. In case of remuneration per expense, hourly rates, travel expenses and incidental expenses shall be paid in accordance with AUVESY's current standard rates (price list), which AUVESY may alter after giving three months' notice. Travel time shall be counted as 50 % of working time. AUVESY may invoice monthly.
- 18.3 Payments shall be made in full within 30 days after invoicing.
- 18.4 Duties, taxes and levies including V.A.T. – if applicable – shall be paid by the customer on all prices.
- 18.5 If payments are delayed, the customer shall not be allowed to use the programs.

19. Disruptions in the Performance, Delay

- 19.1 In the event of a cause for which AUVESY is not responsible, including strikes or lockouts, impairs compliance with a deadline, AUVESY may request reasonable extension of the deadline. In the event the expense is increased due to a cause falling within the scope of responsibility of the customer, AUVESY may request reimbursement for its added expenses as well.
- 19.2 If AUVESY's delay exceeds 30 days, Client is entitled for every subsequent week to a penalty of 0.5 % of the value of that part of the works that cannot be used in accordance with the purpose of the contract, but the penalty shall be limited to 5 % of the total contract value.

20. Remote Support

- 20.1 On request by AUVESY, the customer shall enable AUVESY to perform remote support (remote diagnosis, remote corrections, transfer of new versions) to the extent technically possible. In concert with AUVESY, the customer shall at its own expense provide a telecommunication connection as needed to meet the requirements from time to time, so that the IT systems can be connected.
- 20.2 For security and privacy purposes, access to the customer's IT system by AUVESY shall be controlled by a security procedure established by the customer. The customer shall release the connection for usage. AUVESY shall inform the customer of the works performed by AUVESY.
- 20.3 If the customer does not enable AUVESY to perform remote support, the customer shall reimburse AUVESY additional costs, in any event travel time and additional costs for the correction of defects.
- 20.4 If the customer transfers data to AUVESY for their restoration or for the search of defects, AUVESY shall establish all technical and organizational measures in AUVESY's organization equivalent to those the customer has to establish for security and privacy pursuant to the laws and statutes on data protection applicable to the customer. At the customer's request, details shall be agreed on separately.

21. Remedy of Defects, Warranties

- 21.1 AUVESY warrants that the programs, if used properly, conform to their documentation and will execute commands substantially as described therein.
- 21.2 If the customer finds, in the course of correct use of the programs, what the customer believes to be a defect in a program, the customer shall provide AUVESY with reasonably specific information as to the nature of the defect and the conditions under which it occurs, in writing, if so requested by AUVESY.

Terms and Conditions for the Delivery, Maintenance and Support of Software

21.3 The customer shall be granted remedy for such defects that are reproducible or can be shown directly or by machine generated output.

21.4 The customer shall provide all necessary support to AUVESY, in particular transmit work products to AUVESY and/or provide testing time on the customer's IT system and install corrections delivered by AUVESY.

21.5 AUVESY shall, within a reasonable period of time and at no cost to the customer, remove the defect, at AUVESY's choice, either by replacing the defective product or by correcting the defect. If a defect substantially restricts the use of AUVESY's deliveries, AUVESY shall provide a workaround solution prior to the final remedy of the defect so that the defect is not substantial any longer. AUVESY is only obliged to remedy other defects within the delivery of a new version. This applies in particular to such defects which the customer can tolerate until the delivery of the next version. AUVESY will also provide bypass solutions for such defects, as far as this is reasonable for AUVESY.

21.6 With respect to programs, which are defined as third party programs in the contract, AUVESY can only use its best endeavors to obtain and transfer corrective measures and, if appropriate, provide workarounds.

21.7 All claims against AUVESY shall expire, if the customer modifies or intervenes with the products, unless the customer proves when reporting a defect that the defect did not result from the modification or intervention.

21.8 AUVESY is entitled to reimbursement of its expenses if the customer reports what the customer believes to be a defect without being able to prove it to be one. The customer's claim for support pursuant to clause 12.2, 12.3 or 12.4 shall not be affected.

22. AUVESY's Liability

22.1 In the event AUVESY is in default with the delivery or subsequent performance, the customer may set a reasonable grace period for the performance. If the reasonable grace period is not met or if AUVESY definitely fails to correct a defect within said period, the customer may exercise its statutory rights, i.e. rescind the contract; ask for partial repayment for those parts which can no longer be used or claim damages subject to the limitations pursuant to clause 22.3. If the customer is entitled to rescind the contract and/or claim for damages, AUVESY is entitled to set a period within which the customer must declare whether or not the customer still requests primary or subsequent performance. If the customer does not request primary or subsequent performance timely, the customer may not claim it any longer.

22.2 The limitation period for claims based on defects shall be 12 months. The enhancement of the right of use (cf. clause 2.2) shall not produce a new limitation period.

22.3 AUVESY – including any person engaged in performing any obligation under the contract – shall be liable for damages under any claim based on normal negligence only if AUVESY breaches a basic obligation of the contract which jeopardizes the contract goal (cardinal obligation). In this event, AUVESY's liability shall be restricted to the typical and foreseeable damage.

22.4 AUVESY is not liable for data loss during the provision of services in connection with the update and support agreement resulting from the customer's failure to backup data (see clause 16.7). AUVESY is liable in case of data loss caused by AUVESY during the provision of an update and support service at most for the effort that is necessary for the reconstruction in case of proper data backup by the customer according to clause 16.7.

22.5 Claims for bodily injuries and claims based on the German Product Liability Act shall remain unaffected.

23 Confidentiality

23.1 AUVESY shall keep confidential the customer's trade and business secrets, as well as all other information designated in writing as confidential.

23.2 AUVESY is not obliged to keep confidential any of AUVESY's ideas, concepts, know-how or techniques related to IT performances, and AUVESY shall have no obligation with respect to information that is already in its possession, is independently developed or becomes publicly known through no wrongful act of AUVESY.

23.3 AUVESY shall oblige its employees to adhere to the confidentiality obligations.

23.4 AUVESY may enter the customer's name into AUVESY's list of customers, together with a short description of AUVESY's performances. All other references that the customer is AUVESY's customer are subject to the customer's prior approval.

24. Written Form, Place of Jurisdiction

24.1 The contract shall constitute the entire agreement between the parties and shall not be altered, amended or cancelled, except in writing and with the consent and signature of all parties concerned.

24.2 German law shall apply, excluding the law of conflict and the UN Convention on Contracts for the International Sale of Goods. The place of jurisdiction in relation to merchants is the registered office of AUVESY.

Version: 2020-10-01

Status 2022 January, valid for EU and Switzerland

Overview of available update and support levels from AUVESEY GmbH

Software versiondog

	No update and support option	Standard versiondog support	Premium versiondog support
Access to online help versiondog.info	✓	✓	✓
Access to software updates	✗	✓	✓
Access to version upgrades	✗	✓	✓
Access to beta version	✗	✓	✓
Access to myversiondog	✗	✓	✓
Access to online support ticket system	✗	✓	✓
Access to support portal	✗	⌚ 24/7	⌚ 24/7
Access to phone support	✗	✗	⌚ 7/5
Response time to ⁴ support questions	✗	⌚ 48 hours	⌚ 24 hours
Support quota (Supportportal) ¹	✗	10 tickets /year	Unlimited tickets/ year
Support hours quota for remote or telephone support ¹	✗	✗	24 hours / year

Status 2022 January, valid for EU and Switzerland

Terms and Conditions for the Delivery, Maintenance and Support of Software

	No update and support option	Standard versiondog support	Premium versiondog support
Employees with entitlement to support services		Up to 3 trained ³ versiondog administrators	Trained ³ versiondog administrators and users
Waiting time for services (consulting etc.)	Subject to availability	Priority	Priority
Priority for bug fixes and feature requests ²			
Update and support rate ⁵	-	20%	24%

¹ The right to claim support does not include the provision of services (individual consulting, training or similar).

² No right to implement pre-agreed requirements can be asserted here. These will however be treated with priority.

³ A certified training of administrators/users is a prerequisite for the entitlement to the support quota.

⁴ Maximum response times within office hours.

⁵ The support rate is specified in the offer/contract.

Status 2022 January, valid for EU and Switzerland