

License Terms Software Subscription

As of November 1, 2019

The following conditions are applicable to the use of software from ACTICO GmbH, Ziegelei 5, 88090 Immenstaad am Bodensee, Germany, www.actico.com (hereafter “**Licensor**”) for a time-limited period. The terms that apply to the free use of software for test purposes deviate from those set out here.

1 Definitions

- 1.1. “**Offer Letter**” means a Licensor’s offering document to the Customer specifying the contractual services to be agreed between the parties. By entering into a Offer Letter for the Software thereunder, Customer agrees to be bound by the terms of this Subscription Agreement.
- 1.2. “**Subscription Charges**” means the charges payable by Customer for access to and use of the Software for the Subscription Term as set out and described in Customer’s Offer Letter, or if none, at the Licensor’s rates/list price in effect at the beginning of each 12-month period of the Subscription Term.
- 1.3. “**Subscription Term**” means the period during which the Licensor shall provide Customer the Software and are permitted to access and use the Software as set out and described in Customer’s Offer Letter or, if none, for at least thirty-six (36) months. Thereafter, the Subscription Term shall automatically renew for successive one (1) year periods, unless either party refuses such renewal by giving three (3) months written notice to the end of the respective contractual term.

2 Software

- 2.1. The object of these license terms is the time-limited concession of usage rights to the Licensor’s software (hereafter “**software**”) defined in more detail in the Offer Letter for the Subscription Term. This software consists of the executable program code and the corresponding documentation in electronic form. Unless otherwise stipulated in Section 2.2 or in a separate agreement in accordance with Section 5.4, the source code is not the object of the agreement.
- 2.2. The software contains open source software components. The Customer shall be provided with an up-to-date list of the open source software components contained in the software and the applicable open source software license terms on request prior to conclusion of the agreement or, at the latest, upon delivery of the software. The Customer has the right to use

the open source software components to the extent described in Section 3 of these license terms. Any use in excess of this (e.g. transfer of the open source software components to third parties, processing of the open source software components beyond the extent set forth in Section 3) is permissible if the Customer accepts the open source software license terms and thereby acquires further rights directly from the respective Licensor of the open source software components. In this case, the use of the open source software components is governed solely by the respective open source software license terms. The Customer accepts that new versions of the software might contain other or additional open source software components and that the open source software license terms might change and shall also comply with changes in the legal obligations to this extent. The Licensor shall notify Customers upon delivery of new versions of the software or at the time of subsequent deliveries of the open source software components contained in the software and the applicable open source software license terms. If the open source software license terms of the open source software components contained in the software include the obligation to provide the source code the Licensor will make the source code available on an appropriate medium and within an adequate timeframe for use and transfer according to the open source software license terms upon Customer’s request.

- 2.3. Insofar as software products from third-party Providers are also supplied along with the software, they should exclusively be used in conjunction with the software.
- 2.4. The Licensor is entitled to technically secure the software against unauthorized or illegal usage, e.g. by blocking programs. The Customer must not remove or circumvent such protective measures. To activate the software following installation and when changes are made to the software and hardware environment, it may be necessary to apply for a license key.

3 Usage rights

- 3.1. Upon payment in full of the Subscription Charges as defined in Section 4, the Customer shall receive the non-exclusive, non transferable right to use the software in accordance with the respective Offer Letter and the following provisions; this right shall be limited in time in accordance with the period of the rental agreement. Permissible usage comprises installation of the software, loading it onto a computer's internal memory, and use by the Customer for its intended purpose. The software must be used only for the agreed purposes in accordance with the Licensor's Offer Letter and only in compliance with the specifications in the documentation.
- 3.2. The Customer must use the software only for the purposes of transacting its own business. In particular, the following are permitted only following the prior written approval of the Licensor: (i) operating a data center for third parties; (ii) temporarily making the software available to third parties (e.g. as application service providing, software as a service, or a cloud service); or (iii) using the software to train people who are not employees of the Customer. All forms of commercial sub-licensing are prohibited.
- 3.3. Duplicating the software is permitted only insofar as necessary for proper usage under the terms of the agreement. The Customer is entitled to make the required amount of backup copies of the software in accordance with standard industry practice. Backup copies on portable data storage media should be marked as such and furnished with the copyright notice of the original data storage medium.
- 3.4. If the Customer rents software as a development license, then it must use this software exclusively for non-productive purposes (e.g. in test and development environments). In all other respects, the provisions of these license terms apply also to development licenses.
- 3.5. The Customer is not entitled to sub-license the software or usage of the software without the prior written approval of the Licensor.
- 3.6. The Customer must not remodel the software unless such work is necessary to remove compatibility problems in how the software interacts with other programs the Customer needs and the Licensor is either not willing or able to remove these problems in return for appropriate remuneration in line with standard market rates. The information obtained through the aforementioned action and the edited proprietary components may not be disclosed.
- 3.7. The Customer must not hire third parties who are competitors of the Licensor to carry out the work specified in Section 3.6, unless the Customer demonstrates that the risk of disclosure of important trade secrets belonging to the Licensor (in particular concerning the functions and design of the software) is entirely ruled out. Licensor's express prior written consent is required in order to commission third parties according Section 3.6.
- 3.8. Notwithstanding Section 3.6, decompilation of the software is permitted only when the preconditions specified in § 69 e Para. 1 of the German Copyright Act (*Urhebergesetz*) are satisfied. The information obtained in this manner must not be used or circulated contrary to the provisions of § 69 e Para. 2 of the German Copyright Act.
- 3.9. Should, in the course of subsequent performance or maintenance, the Licensor transfer to the Customer new versions of the software that replace earlier versions, these new versions shall also be subject to the usage provisions laid down in these license terms. Following installation of the new software version, the rights of the Customer to the previous version shall cease at the end of a transition phase lasting 3 months.
- 3.10. The Licensor shall retain all other rights to the software that have not been explicitly conceded, in particular the right to make amendments to the software, to market and sell the software, and/or to use the software for purposes other than those in pursuit of the Customer's business activities; the Licensor shall also retain all rights to the brand, the trade secrets, and other intellectual property of the software.

4 Obligations of the licensee / Set-off Restraint

- 4.1. In return for the temporary transfer (software subscription) and use of the software in accordance with the scope of usage defined in Section 3 above and for its maintenance and repair, the Customer shall pay the Licensor all Subscription Charges as specified in the Offer Letter or in the absence of such, that specified in the Licensor's current valid price list. The agreed Subscription Charges apply exclusively for the stipulated contract period and is due in advance without any deductions. If the contract is extended over the originally agreed contract period, the Subscription Charges will be charged at the beginning of the new contract term, which shall be payable in advance without any deductions. Unless otherwise agreed, the Licensor reserves the right to reasonably adjust the Subscription Charges with a period of notice

of three (3) months prior to expiry of the minimum contract period, if cost reductions or increases occur, which are beyond the Licensor's responsibility, especially due to changing market conditions. The Licensor shall provide proof of these changes to the Customer upon request. In case of any substantial cost increase, the Customer is entitled to give written notice of termination of this agreement within six (6) weeks on receipt of the notification of the price increase and with effect to the end of the minimum contract period.

- 4.2. In the event that the agreement does not enter into force right at the beginning of a calendar year, the Subscription Charges are calculated on a pro rata basis beginning from the month when the contract becomes effective until the 31st of December.
- 4.3. All invoices from the Licensor must be paid without any deductions to a bank account specified by the Licensor within thirty (30) days of the billing and due date of the invoice. Default interest amounting to nine (9) percentage points above the base rate per annum will be charged.
- 4.4. The Customer shall only have the right to claim a set-off if his counterclaims have been legally upheld, if they are undisputed or if the Licensor has recognized them.

5 Delivery, maintenance, deposits

- 5.1. Unless otherwise agreed, the software shall be delivered in the version that is current at the time of delivery. The Licensor makes the software available for download via internet. The Licensor provides the Customer the data required for the download, in particular the URL and required passwords, upon conclusion of agreement or at the time, the concerned programs are available. Sentences 1 and 2 of this Section 5.1 apply mutatis mutandis for deliveries undertaken in the context of subsequent performance.
- 5.2. The Licensor shall ensure throughout the period of the agreement that the software enables to perform as contractually agreed.
- 5.3. If the Customer's usage right ceases (e.g. by means of withdrawal from the contract or delivery of a replacement product), the Customer shall delete all copies of the software (in the case of a replacement, only the previous software versions) and shall confirm this deletion to the Licensor in writing on request.
- 5.4. Insofar as entitled to do so, the Licensor shall deposit the source code of the software at an external depository at the explicit request of the Customer. The costs this entails shall be

borne by the Customer. Insofar as they exist, the framework conditions agreed between the Licensor and the deposit institution shall apply to the deposit; otherwise, the conditions separately agreed by the parties and the deposit institution shall apply.

6 Term and Termination of Subscription Agreement

- 6.1. This Subscription-Agreement shall commence on the Effective Date and shall be concluded for a fixed period of thirty-six (36) calendar months (minimum contract period). It shall automatically renew for successive one (1) year periods, unless either party refuses such renewal by giving six (6) months written notice to the end of the respective calendar year.
- 6.2. Each party shall be entitled to terminate the Subscription-Agreement with immediate effect for good cause, if the terminating party can no longer be reasonably expected to continue the agreement. The Licensor can, in particular, terminate the agreement with immediate effect, if the Customer does not fulfil his/her contractual obligations, despite appeals or warnings. Other contractual or statutory rights of termination remain unaffected. In case of an extraordinary termination, the Licensor shall refund Customer any Subscription Charges covering the remainder of the Subscription Term after the date of termination.
- 6.3. Any notice to terminate the agreement is only effective if made in writing.
- 6.4. Upon termination of this agreement for any reason, the Customer shall cease to use the software, shall return or destroy all copies of the software, shall erase all copies which are stored in computer memory or other similar form or media and shall furnish written notice to the Licensor that all such copies have been returned or destroyed.

7 The Customer's cooperation and information obligations

- 7.1. In order to secure full cooperation, the Customer shall be responsible that the software meets its expectations and needs; if in doubt on any point, the Customer should seek advice or clarification from the Licensor or third parties with professional expertise before signing the agreement.
- 7.2. The Customer shall thoroughly test the software before use to ensure it is free from defects and works properly in the existing hardware and software configuration. This applies also to software that the Customer receives within the framework of warranty and maintenance. The

Customer undertakes to check the results generated with the software prior to actual use and to promptly notify the Licensor of any possible faults in the software. The Customer must supply all necessary information in this regard at the Licensor's request.

- 7.3. The Customer shall observe the instructions provided by the Licensor regarding operation of the software; moreover, the Customer shall keep abreast of current instructions and notices by visiting the ACTICO website (www.actico.com) at regular intervals and take this information into account during operation.
- 7.4. The Licensor is entitled to verify whether the software is being used in compliance with the usage rights granted to the Customer. For this purpose, the Licensor shall be permitted to demand information from the Customer, in particular concerning the period and scope of usage of the software.
- 7.5. In the event that the Software is used beyond the scope of the granted usage rights, the Customer shall be obliged to pay compensation for comparable services. The price list for comparable services valid at the time of the contractual breach shall apply. In addition, the Licensor is entitled to a flat rate damage compensation in the amount of ten (10) percentage points of the amount paid. The customer shall remain free to prove lower damages. The Customer is also obliged to immediately cease any such unauthorized use of the Software.
- 7.6. The Customer shall make appropriate provisions for the eventuality of the software not working properly either in part or in full (e.g. by means of daily data backups, fault diagnosis, regularly checking data processing results, etc.). Unless the Customer explicitly states otherwise in advance, the Licensor shall be entitled to assume that all Customer data it can come into contact with is backed up.
- 7.7. Markings on the software – in particular copyright notices, trademarks, serial numbers, etc. – must not be removed, altered, or rendered indecipherable.
- 7.8. The Customer is responsible for installing the software. At the Customer's request, the Licensor can carry out the installation in return for a fee to be separately agreed.
- 7.9. The Customer shall absorb the costs of all disadvantages and extra charges that accrue to the Licensor as a result of the Customer breaching the above cooperation and information obligations.

8 Warranty

- 8.1. The Licensor shall ensure that the software complies with its specifications if used according to the agreement and does not contain defects, which reduce or destroy the value or suitability for the purpose intended by the agreement. Minor deviations from the agreed properties and specifications shall not be deemed as defects.
- 8.2. With respect to the properties and specifications of the software, only the description of the software provided by the Licensor prior to conclusion of the agreement or agreed in the Offer Letter (e.g. in the software documentation) shall be binding. The details contained therein should be understood exclusively as specifications of services and not as guarantees. A warranty shall be allowed only when it has been explicitly designated as such in writing. The Licensor shall not owe performance of specifications that go beyond this, and in particular such a performance obligation shall not arise from public statements or advertisements issued by the Licensor or its sales partners.
- 8.3. The Customer shall report any defects immediately. The Customer shall in this case follow the instructions provided by the Licensor to the extent which is reasonable and provide all information that is needed to remedy the defect.
- 8.4. Any defects in the software arising during the warranty period shall be remedied by the Licensor within a reasonable period of time (subsequent performance).
- 8.5. It shall be at the Licensor's discretion whether the problem be resolved by means of correcting the defect or supplying a defect-free replacement item or pointing out an effective workaround to the Customer, whereby the latter option shall be exercised only insofar as the Customer deems it acceptable in light of the effects of the defect and the level of inconvenience presented by the workaround solution.
- 8.6. The Customer shall be entitled to withdraw from the contract due to the failure to grant use in accordance with the agreement within the scope of the statutory provisions if the Licensor has been given sufficient opportunity to remedy the defect and such attempt has failed or if the Licensor seriously and definitely refuses to effect supplementary performance or if supplementary performance would be unreasonable for the Customer.
- 8.7. In case of rental fee reduction due to software defects, the Customer shall not be entitled to

deduct this amount from the agreed rental fee, unless the right to reduce the rental fee is undisputed or finally adjudicated upon by the courts.

- 8.8. Claims of liability for defects shall become statute-barred after 12 months starting from the date of delivery.
- 8.9. Strict liability for defects already in existence at the time the contract was entered into is expressly excluded.

9 Liability

- 9.1. In accordance with the provisions of law, the Licensor shall be liable for damages in the following cases: damage to persons; damage governed by the German Product Liability Act (*Produkthaftungsgesetz*); damage caused by fraudulent behavior or with intent on the part of the Licensor; and damage caused by gross negligence on the part of the Licensor's legal representatives or executive staff.
- 9.2. Without prejudice to the liability defined in Section 9.1, the Licensor's liability for damages shall be limited to the level of damage foreseeable in contracts of this kind in the case of damage resulting from an ordinarily negligent breach of fundamental contractual obligations as well as in the case of damage caused due to gross negligence by the Licensor's ordinary vicarious agents. Fundamental obligations refer to obligations whose fulfillment is integral to the proper performance of the agreement and on the observance of which the Customer is entitled to depend. For liability under this Section 9.2, the parties agree – with due regard to the type and scope of services to be performed under this agreement – to a liability cap per incident of damages amounting to EUR 100,000.00 and a maximum total damages of EUR 200,000.00 per calendar year. Except where there are explicit provisions to the contrary in these license terms, the Licensor shall bear no liability beyond that defined above.
- 9.3. Contributory negligence on the part of the Customer must be taken into account.
- 9.4. The above limitations on liability apply also to the personal liability of the Licensor's employees, representatives, and/or organs. The provisions set out above apply also to the liability of the Licensor with respect to compensation for wasted expenditure and indemnity obligations.

10 Third-party rights

- 10.1. The Licensor guarantees during the term of the agreement that the software does not violate any third-party rights at the time of the transfer of risk:
 - a.) Should third parties assert a claim against the Customer that their rights have been violated, the Licensor shall exempt the Customer from all resulting claims for damages that are legally established without further recourse by a court of law and for which the Licensor is responsible, including court costs and the legal defense costs refundable under the provisions of the German Code of Civil Procedure (*Zivilprozessordnung*). The Licensor shall support the Customer in the in-court and out-of-court settlement of such disputes with third parties.
 - b.) If the Customer is ordered to desist from using the software or a part thereof by means of either (i) the non-appealable decision of a court of law or (ii) being served with a temporary injunction, then the Licensor shall at its own discretion either procure the Customer the right to continue using the software, replace or modify the software so as to remove the infringement while retaining the agreed functionalities, or, if the two abovementioned alternatives prove impossible or unreasonably onerous for the Licensor to achieve, cancel the Customer's rights to the software in writing and reimburse the value of the software while taking into account a 3-year usage life for the software (i.e. linear depreciation on the remuneration paid for the usage rights). Insofar as acceptable for the Customer, the cancellation shall be limited to the extent required to prevent the infringement.
- 10.2. The Customer's claims under this Section 10 shall be subject to the proviso that (i) the Customer promptly notifies the Licensor about the assertion of claims by third parties; (ii) the Customer furnishes the Licensor with copies of all correspondence with the claimant and courts in this regard promptly after receiving the respective items of correspondence; (iii) the Customer supplies the Licensor with the information necessary to defend against the claim; and (iv) the sole right to conduct the case through the Customer as well as the right to be the final arbiter on whether to conclude proposed in-court and out-of-court settlements remains with the Licensor.

10.3. In the event of the software violating third-party rights in the view of the Licensor or a third party, the Licensor shall be entitled at its own discretion, although with due regard for the interests of the Customer, to replace or modify the software so as to remove the alleged or suspected infringement while retaining the agreed functionalities.

11 Reference list

11.1. The Licensor is entitled to include the Customer – both its name and company logo – in its reference list and present this list to third parties and publish it for advertising purposes. However, the Customer shall be entitled at any time to require that this usage stop in the future. This shall not, however, oblige the Licensor to recall or modify advertisements that have already been published at the time the Customer makes this demand

12 Confidentiality

12.1. The Customer undertakes to treat as confidential software (excluding the open source software components) and other materials that the Licensor has marked as confidential or that should otherwise be deemed confidential (hereafter “confidential information”) and not to make them available to third parties, except where necessary for the exercise of the rights accorded to the Customer under these license terms. To safeguard the confidential information, the Customer must apply the same degree of care (although never less than a reasonable degree) as it applies to its own confidential information of similar importance.

12.2. The obligation to confidentiality defined in Section 12.1 does not apply to confidential information (a) that the Customer already lawfully possessed before the Licensor passed it on; (b) that is or becomes public knowledge without any breach of duty on the part of the Customer; (c) that the Customer has lawfully received from third parties without confidentiality restrictions; (d) that the Licensor discloses to third parties without confidentiality restrictions; (e) that the Customer generates of its own accord; (f) that must be disclosed by act of law; or (g) that the Customer discloses with the prior written approval of the Licensor.

13 Export controls

13.1. Should it transpire prior to delivery that fulfillment of the agreement on the part of the Licensor is obstructed on account of national or international export control provisions, in particular embargos or other sanctions, the

Licensor shall be entitled to withdraw from the agreement. Delays due to export inspections or licensing procedures shall be deemed to obstruct observance of the delivery deadline unless the Licensor is responsible for these delays.

13.2. The Customer undertakes to furnish all information and documentation that is required for delivery purposes for the export or shipment of the software to be delivered under the agreement and which originate from within the orderer’s ambit.

13.3. Where the Customer passes on, transfers, or otherwise cedes the software to be delivered by the Licensor under the agreement to third parties in this country or abroad, the Customer must observe the applicable provisions of customs and (re-)export control law and obtain the authorizations and licenses required for this purpose.

13.4. The software to be delivered must not be used for military purposes or in the service of nuclear technology.

14 General provisions

14.1. To the extent permitted by law, the non-exclusive place of jurisdiction for any legal disputes shall be Stuttgart, Germany.

14.2. These license terms as well as all agreements between the Licensor and the Customer in this regard shall be subject to German law. It is hereby explicitly stipulated that the United Nations Convention on Contracts for the International Sale of Goods shall not be applicable.

14.3. Should a provision be or become invalid, this shall not affect the validity or effectiveness of the other provisions. In such a case, the invalid provision should be replaced by a valid agreement that is as similar as possible to the commercial intention of the original, invalid provision.

ACTICO GmbH

Attachment A

Service Level Agreement for Software-Subscription

These maintenance terms apply to the performance of maintenance services by ACTICO GmbH, Ziegelei 5, 88090 Immenstaad am Bodensee, Germany, www.actico.com (hereafter "Provider") for Customers who have been ceded the Provider's software for commercial use on the basis of the Software Subscription Agreement.

1 Definitions

- 1.1. "**Patch**" shall refer to the elimination of Errors.
- 1.2. An "**Error**" is something that impairs the Customer's ability to use one or more functions of the Software as described in the Software documentation.
- 1.3. "**Error Rectification**" means creating a solution for an Error in the form of a Patch or an Update that removes the Error; alternatively, it means correcting or clarifying the documentation when the Error resides there.
- 1.4. An "**Update**" is a new version of the Software that contains program improvements or new and/or modified functionalities. Updates are provided in the form of major releases and minor releases.
- 1.5. "**Version**" refers to the Software released for circulation, which the Provider shall designate with the letters X, Y, and Z, whereby X stands for a major release, Y for a minor release, and Z for a Patch.

2 Software Service Levels

- 2.1. Updates according to section 1.4 (without Customer-specific software customizations) shall be developed at intervals set by the Provider and made available to the Customer as a download.
- 2.2. Subject to the provision of Patches in accordance with section 1.1, updates shall be created only for the respective most recent version of the software.

3 Support Services

- 3.1. The Provider shall provide the contact person designated by the Customer (as stipulated in section 4.1) a telephone hotline and a ticket system for receiving Error reports from the Customer within the defined service times.
- 3.2. The Provider shall make commercially reasonable efforts to eliminate Errors reported by the Customer in accordance with the following rules. Errors arising in relation to the Software shall be classified according to severity into the following Error classes and then processed in adherence to the response

times. The Provider will confirm receipt of the ticket to the Customer within the response times and forward the ticket to a qualified member of staff for processing. The response times begin when the Provider receives the respective notification and are only brought to account within the defined service times. Errors shall be allocated to Error classes by mutual agreement.

Error Class	Description
1	The Error critically impairs the Customer's ability to use the Software. The Software has broken down or stopped working.
2	The Error severely impairs the Customer's ability to use the Software. The usability of the Software is severely curtailed, e.g. as a result of malfunctions or erroneous output.
3	The Error has little impact on the usability of the Software. The Error does not result in any critical losses of functionality. Although the usability of the Software is impaired, the Software still works.

- 3.3. The Provider offers the Customer Support Services as described below:

Service time	9 am to 5 pm
Working week	Monday to Friday
Response time for Error class 1 in minutes	120
Response time for Error class 2 in minutes	240
Response time for Error class 3 in minutes	720

German national holidays are an exception to the service times specified above.

- 3.4. Insofar as it becomes apparent that a class 1 or 2 Error cannot be resolved in the short or medium term, the Provider shall provide a workaround if available.
- 3.5. Following initial publication of an update of the software, the Provider shall provide a minimum of twenty-four (24) months' support for the version in question. Should it arise during this period that efforts to eliminate an error prove commercially unreasonable for the Provider or if the twenty-four (24) months specified in Sentence 1 above have elapsed and the

respective error does not arise in a more recent update of the software, then the Provider shall not be obliged to eliminate this error in the earlier version; rather the Customer shall be obliged to use the more recent version of the software.

- 3.6. Should several Errors be present at the same time, the Provider shall be entitled to set elimination priorities while taking into account the interests of all Customers who use the respective Software.
- 3.7. The Provider shall satisfy the requirement to eliminate an Error by providing the Customer with a Patch or Patches along with the corresponding installation instructions, notifying the Customer thereof, and offering the Customer phone support to fix any installation problems that might occur or else pointing out a workaround, insofar as the latter is deemed acceptable to the Customer in light of the effects of the defect and the inconvenience presented by the proposed workaround.
- 3.8. Insofar as the Error cannot be eliminated by providing a Patch or a workaround, the Provider shall be entitled at its own discretion to carry out the support measures on the Customer's premises or via remote access. The Customer must ensure at its own cost that the technical prerequisites are in place for this purpose in accordance with the Provider's specifications. Insofar as during the course of the maintenance period the Customer wishes the Provider to keep available the necessary infrastructure for ensuring remote access capability at all times, a separate agreement must be concluded to this end.
- 3.9. The Provider shall provide Software support only on platforms that are approved in the documentation or other installation instructions. The Provider alone shall determine for which platform a version of the Software is made available.
- 3.10. General inquiries regarding the use of the Software are not part of the Support Services. The Provider offers specific training courses for this purpose.
- 3.11. Moreover, Support Services shall not cover the elimination of Errors caused by the following:
 - Data, software, or hardware originating from third-party manufacturers or the Customer,
 - Amendments to the Software not carried out by the Provider,
 - Use by the Customer of the Software in a manner that does not conform to the documentation.

Insofar as it is determined while investigating a reported Error that one of the causes specified in section 3.11 is cause of the Error or that the Error is not a Software Error, the costs thereby incurred shall be charged separately on a time and material basis according to the agreed prices for other services or alternatively according to the Provider's list prices. In case employees take action outside of the specified periods in the context of support, a pro rata hourly rate is calculated as follows. The additions are not charged cumulatively. The higher addition applies.

Works on working days (Mo.-Sa.) outside business hours.	50%
Works on Sundays and public holidays	100%

4 Other services

- 4.1. The Customer can purchase additional support services within the framework of a separate agreement. These support services come under the following headings in particular:
 - Advice and support services that are not covered by the software maintenance services detailed in section 2 or the support services detailed in section 3.
 - Provider services related to implementing updates and adapting customizations of the software to such updates.
 - Improvements to the software (change requests).
- 4.2. Support services shall be performed under the framework conditions defined in the following sections 4.3 to 4.6.
- 4.3. As a rule, the Provider shall be free to choose the place of performance. If an activity requires the Provider's presence at a specific place, the Provider shall be willing to perform the service there in return for a reimbursement of the resulting costs.
- 4.4. The Provider shall be entitled to freely determine its working hours. However, the Provider must coordinate with the Customer's contact person regarding cooperation between the parties and the adherence to deadlines.
- 4.5. For the performance of other services, the Provider shall receive a fee on a time and material basis in accordance with the prices agreed with the Customer, or alternatively remuneration on the basis of the Provider's list prices. All agreed prices shall, where applicable,

be subject to VAT at the valid rate. The services shall be charged on an hourly basis.

- 4.6. The Provider shall be entitled to send monthly bills detailing the work performed and costs incurred. The corresponding receipts and other proofs shall be enclosed with the itemization.

5 Obligations on the Part of the Customer

- 5.1. Unless explicitly agreed otherwise, the Customer shall nominate to the Provider two designated authorized employees for support requests.
- 5.2. For each support request, the Customer must provide the following details: Customer's name, Software version, operating system version, development environment version, and a detailed description of the Error along with a proposal for an Error class in accordance with section 3.2.
- 5.3. In individual cases, the Customer must deliver one or more executable program parts or other information to the Provider on request for the purpose of illustrating or reproducing the Error.
- 5.4. For the elimination of Errors that occur only in the Customer's system environment, the Customer shall provide system access via remote administration or else shall refund the resulting travel expenses in accordance with Individual agreement other Provider's applicable travel expenses guidelines.

6 Data Protection

The Provider is entitled to collect, process, and use personal data belonging to the Customer in accordance with the respective applicable statutory data protection regulations insofar as such actions are necessary for the proper implementation of this agreement. The Provider shall comply with the respective applicable statutory data protection requirements and take appropriate technical and organizational measures to protect data.

7 Amendments

The Provider reserves the right to periodically review its service level agreement terms and amend them as appropriate.