

Terms of Contract - Support and Software Assurance

§ 1 Preliminary Remarks

- (1) The terms and conditions regarding “Support and Software Assurance” of Solvion information management GmbH (hereafter referred to as “SOLVION”) arise exclusively from these Terms of Contract.
- (2) General terms and conditions of the client will not become subject matter of the contract. This applies even if these are attached to requests for proposals, orders, declarations of acceptance, etc. and SOLVION has not explicitly objected to them.
- (3) A contract is concluded with the acceptance of an offer made by SOLVION, which includes a service description together with the specified deliveries/services, dates and remuneration amounts. These are an integral part of the contract, together with these Terms of Contract. The binding period for an offer is generally 30 calendar days.
- (4) If SOLVION, in coordination with the client, takes action prior to the conclusion of the contract or after the expiry of the binding period, the offer is considered accepted for the scope of the deliveries/services rendered.
- (5) In accordance with a separate agreement (the “Software Licence Agreement”), SOLVION must provide the client with the software which is the subject matter of the offer and the contract for use by the client. The software is operated by the client on its own systems together with other software components sourced from third parties.
- (6) The client now intends to entrust the maintenance of the software solution as well as other services in the area of application support to SOLVION.

§ 2 Subject matter of the contract

- (1) The subject matter of this contract is the provision of services by SOLVION in connection with the maintenance of the software, as well as application support for the persons employed by the client working with the software; this includes solely the following areas:
 - the provision of patches and bug fixes for the software;
 - the provision of updates (not upgrades) for the software;
 - the provision of a test licence prior to the deployment of a new upgrade;
 - application support, in particular the provision of information and operating instructions regarding the software as well as answers to user questions in connection with the software by e-mail via a helpdesk set up by SOLVION, with a maximum of five (5) support-tickets per contract year. The maximum processing time for a ticket is set at 30 minutes. Tickets that exceed this time will be charged on a time and material basis or through an existing service pool. Inquiries at Solvion can be deposited via the support email address support@solvion.net.

(2) Services other than the ones mentioned above are not part of the subject matter of the contract and are provided by SOLVION only in the event of a separate contract under terms to be agreed by the parties; these areas not included in the scope of services include in particular the implementation of updates, patches and bug fixes, as well as training, customised further development of the software, unless this serves the purpose of troubleshooting, amendments to the software with the purpose of adapting it to new hardware or software, data protection measures, the elimination of malware (viruses, Trojans, etc.) and measures related to unwanted e-mail (“combatting spam”).

§3 Principles of service provision

- (1) The client will grant SOLVION’s maintenance personnel access to its IT systems and shall provide the computer time on its own system required for troubleshooting.
- (2) The client is responsible for continuous, proper data backup; this obligation includes both a general backup of data in the scope that is usual within the industry and a specific backup of data previously located on computers on which SOLVION carries out maintenance work.
- (3) In order to implement this agreement, the parties will each designate a main person responsible, as well as an according substitute. The parties will ensure that these persons have the necessary technical expertise, are very familiar with the software solution and its implementation at the client’s location, and are authorised to make

decisions and to represent the respective party.

§ 4 Troubleshooting

(1) SOLVION undertakes to eliminate all errors in the software duly reported by the client in accordance with this § 4. In this context, all failures of the software which according to the terms of the Software Licence Agreement would qualify as defects are considered errors. Failures of the software caused by unauthorised modification or processing of the software by the client are not considered errors to be eliminated as per this agreement.

(2) For the purpose of troubleshooting, the client shall, for the term of this agreement, set up a remote maintenance access protected against misuse by state-of-the-art technology.

(3) If an error occurs, the client undertakes to immediately provide a concrete, comprehensible and exact error report which must contain all information required to allow SOLVION to isolate the cause of the error and to determine strategies for its elimination. This includes in particular information on the nature of the error, a description of the system status at the time the error occurred, the components affected by the error, and the frequency in which the error occurred. The error report must be submitted via e-mail support; as far as possible, further information (screenshots, error logs, etc.) must be included. SOLVION will reply to any such inquiry within two working days.

(4) The parties agree that to the extent possible, troubleshooting is to be carried out via the helpdesk, by e-mail or by means of remote maintenance. If an error cannot be eliminated in this manner, either at all or within an adequate amount of time, SOLVION undertakes to perform troubleshooting at the installation site of the computer on which the affected part of the software is installed. Should the client demand troubleshooting on site, even though it would be possible to eliminate the error by telephone, e-mail or via remote maintenance, it shall bear the service team's costs at standard rates. If SOLVION incurs costs related to remote maintenance or maintenance on site on the basis of an incorrect error report, these are included in the flat-rate remuneration as per § 8 up to an extent of two (2) staff hours per calendar quarter. Any further costs are invoiced at standard rates.

(5) Upon receipt of the error message, SOLVION will in any case provide the client with non-binding information regarding the expected time period required for the elimination of the error and agree the further troubleshooting procedure with the client's designated contact person. Unless otherwise agreed, SOLVION will reply to the error report within two working days. Apart from this, no further guarantee is provided regarding the response time or the time required to eliminate the error.

§ 5 Application support

Upon request, SOLVION will provide the client, via e-mail support, with general user information as well as other specific user comments and information regarding questions and problems related to the programme. This service is limited to five support requests per contract year (measured by the number of e-mails received). Any further support requests will be invoiced at SOLVION's standard rates.

§ 6 Trial licence

(1) When an upgrade is released (see also § 7 Section 4), SOLVION will, under this contract, provide the client with a trial licence, allowing it to independently and at its own responsibility test it within its own IT infrastructure. SOLVION disclaims any warranty and liability in this regard.

(2) The test licence granted is limited to a direct use by the client, exclusively for testing purposes. Productive use of the software (upgrade) provided under this test licence as well as any use by third parties or affiliated companies is not permitted.

(3) In any case, SOLVION retains all ownership and intellectual property rights. Even in the event that SOLVION carries out the implementation for the client, the client acknowledges that SOLVION in this context - due to a lack of knowledge of the client's system environment - assumes responsibility neither for a certain result nor for any damages arising therefrom. It is in particular within the client's scope of responsibility to evaluate whether the implementation of the software (upgrade) granted under the test licence might have adverse consequences (of whichever nature) for it.

§ 7 Updates, patches and bug fixes

(1) SOLVION will provide the client with all generally released updates, patches and bug fixes.

(2) The client is entirely free to decide at its own discretion whether the programme components or new versions falling under this provision are to be installed. If the client chooses not to install an update, patch or bug fix, it

loses its entitlement to an elimination of the errors which would have thereby been corrected. The parties agree that SOLVION is only obligated to service older programme versions for a period of one year. After this period has expired, this agreement ends by written declaration by one of the parties, provided that SOLVION declares that it does not intend to continue maintenance for the according version. The client is always only entitled to receive service for one version of the software.

(3) All programme components to be implemented under this agreement are, in all respects, subject to the client's usage authorisation as per the Software Licence Agreement, and the client is irrevocably entitled thereto upon payment of the maintenance charges.

(4) The delivery and installation of upgrades is not a subject matter of this agreement. All versions with a significantly enhanced functionality or an amended architecture and a different numbering in the main version number / major release number are considered upgrades. Versions which do not meet these requirements, i.e. in particular those with a different numbering on the sub-version number / minor release number level or the revision number / patch level only, are subject to Section 1.

§ 8 Remuneration

(1) SOLVION will receive an annual flat-rate fee for the services to be performed under this agreement (including out-of-pocket expenses and other expenses). This fee is payable in advance, in addition to the statutory value-added tax. The detailed prices are based on the offer issued by SOLVION.

(2) The right to offset is excluded.

(3) SOLVION is entitled to terminate this agreement with immediate effect if, despite a reminder, an amount of € 10,000.00 remains unsettled for a period of more than 30 days.

§ 9 Duration of the agreement

(1) This agreement is concluded for a period of one year after entering into effect, provided that no other duration is specified in the offer. It shall be extended for further periods of one year each, unless one of the parties terminates the agreement under observance of a notice period of six months to the end of the then current contract year.

(2) The parties' rights to extraordinary termination remain untouched. A good cause is deemed to be the case in particular in the event of a persistent and significant violation of provisions of this agreement by one of the contracting parties, provided that the contractually agreed condition is not established within a reasonable period of time, despite prior written request by the terminating party.

§ 10 Final provisions

Applicable law

Unless otherwise stipulated by this agreement, the terms set out in the Software Licence Agreement shall apply mutatis mutandis for all services under this agreement. This applies in particular to warranty and liability claims, as well as claims to property rights. This agreement is subject only to Austrian law; rules on conflict of laws and the UN Sales Convention are excluded.

Place of jurisdiction

The exclusive place of jurisdiction for all disputes arising from and in relation to this contract is SOLVION's registered office. If SOLVION files a lawsuit, it is also entitled to choose the court of jurisdiction at the client's registered office. Both parties' right to request temporary legal protection from the courts deemed competent on the basis of statutory provisions remains unaffected.

Requirement of written form

This agreement constitutes the entire agreement between the parties. No verbal collateral agreements whatsoever exist at the time of conclusion of this agreement. The applicability of the General Terms and Conditions of the parties is excluded.

Amendments to this agreement require written form.

Severability clause

Should one or several provisions of this agreement prove to be wholly or partially invalid or should a regulatory gap exist, this does not affect the validity of the remaining provisions of this agreement. The contracting parties are obligated to agree upon valid provisions which most closely approximate the intended content of this agreement and replace the invalid provision or fill the regulatory gap.

