

## Special Part

### Conditions for Software Maintenance

#### 1. Scope

- 1.1 The Customer ordered software maintenance services related to the software of Beta Systems. Third party software is only included if this has been explicitly agreed upon.
- 1.2 The maintenance of the software is generally limited to the current, licensed release or the prior release. Maintenance is only provided if the software is installed on a platform which is approved by Beta Systems and which is still generally maintained by the manufacturer of the platform at the time the defect is reported to Beta Systems. Individual maintenance agreements between the manufacturer of the Software and the Customer concerning the provision of maintenance after the general maintenance ended, remain out of consideration. Beta Systems is not obligated to provide maintenance, if the Customer or a third party has made changes to the software, unless these changes have been approved by Beta Systems beforehand.

#### 2. Definitions

Definitions of non-standard industry terminology are attached to the Basic and / or Main Agreement as an addendum.

#### 3. Scope of Maintenance

- 3.1 Irrespective of the rights of the Customer stipulated in the General Terms and Conditions, General Part, Beta Systems shall, for the payment agreed under the Main and/or Basic Agreement, rectify all defects which nullify the usability of the programs for the purpose agreed upon in the Basic and / or Main Agreement or reduce it not only insubstantially. Beta Systems, at its choice, will rectify the defect, replace the program or provide a workaround with the same functionality.
- 3.2 Maintenance services include:
  - competent contact persons for all Beta Systems products,
  - hotline from Monday - Friday 8:00 to 18:00 o'clock CET (not on public holidays in Germany),
  - Troubleshooting and
  - Prompt delivery of current, licensed releases, with the number and date of publication being at the sole discretion of Beta Systems.
- 3.3 Maintenance services not mentioned in 3.1 and 3.2 are not included, e.g.
  - 24-hour hotline (including contact persons at any time day or night),
  - Assisting the customer in installing the software,
  - Maintenance of customer-specific customization,
  - Training,
  - Customizing the software to new customer requirements,
  - new modules, which Beta Systems distributes after delivery of the contractual software
  - Delivery of successor products
  - Data migration from old to new versions and into other formats or
  - On-site support or remote access service

These services require a separate agreement (for an additional fee) between the parties. Otherwise the Customer is not entitled to the provision of these services by Beta Systems.
- 3.4 In the case a notified defect cannot be verified, for example, if it can be attributed to an operating error, or if Beta Systems provided services not covered by the maintenance agreement, Beta Systems may invoice the Customer on the basis of the currently applicable payment rates.
- 3.5 For releases which are delivered under the maintenance agreement the Customer is granted the same rights of use as he has obtained for the standard software.

#### 4. Duties of the Customer

- 4.1 The Customer shall ensure that he provides all obligations necessary for the maintenance services in good time and for free.
- 4.2 The Customer is obliged to cooperate to the best of his ability in the error analysis. He will describe the error as accurately as possible and in a comprehensible format. The reporting of errors must be made promptly and in writing. The contact details to report errors can be found under [www.betasystems.com/support](http://www.betasystems.com/support).
- 4.3 If, for the remedy of defects, a program has to be implemented, Beta Systems shall provide it to the Customer on a suitable data carrier or online. During any necessary test runs, competent staff members of the Customer, who are authorised to make decisions and to assess defects, functional extensions, functional reductions and modifications to the program structure, have to be present personally. If necessary, other work with the Customer's computer system shall be terminated or suspended during the maintenance works.
- 4.4 The Customer grants Beta Systems free access to the site of the hardware on which the software is running, provides the necessary equipment as far as reasonable and provides the relevant information (e.g. relating to conditions or modifications to the hardware), if this is deemed necessary by Beta Systems.
- 4.5 If the possibility of a remote diagnosis or cure of defects has been agreed to, the Customer will in turn provide all contributions required for a suitable remote computer access.
- 4.6 If necessary, Beta Systems will designate additional customer's obligations and demand these from the Customer.
- 4.7 Customer's collaborative obligations are essential contractual obligations under this agreement. If the Customer fails to perform these obligations or fails to perform them in due time or adequately, Beta Systems is released from its obligation to provide the specifically requested maintenance service.

#### 5. Payment Terms

- 5.1 The Customer will pay the software maintenance fee per calendar year in advance. With respect to contracts concluded during the current calendar year, the service fee shall be payable pro rata for the remainder of the year in advance.
- 5.2 Beta Systems may refuse to perform services, if and as long as the customer is in default with the payment of the maintenance fees.
- 5.3 In case the contract is automatically renewed after the initial period, Beta Systems is entitled to increase the rent by up to 5 % following the initial period unless otherwise agreed.
- 5.4 If the Customer allows Support to lapse, Beta Systems will reinstate the Support only after the Customer pays all Support fees that would have been due during the period of the lapse. If necessary, Beta Systems may require Customer to perform certain hardware or software upgrades against an additional charge.
- 5.5 The customer shall be entitled to set off claims only if his counterclaims have been finally determined by a court or have not been disputed by Beta Systems.

#### 6. Warranty

- 6.1 Beta Systems will start rectifying the defects or creating a workaround within a reasonable time frame upon receipt of a written plausible defect report by the Customer.
- 6.2 If Beta Systems does not rectify the defect within a reasonable time frame, and does not succeed in rectifying the defect within a further reasonable period set by the Customer, the Customer may, at his discretion, reduce the maintenance fee or withdraw from the maintenance agreement. These rights apply accordingly if Beta Systems refuses to correct the defects according to sentence 1 or if the rectification of the defect set forth in sentence 1 is not reasonable for the Customer.

- 6.3 The defect claims are valid for 12 months after the Customer's acceptance of the respective services.

**7 Duration**

The Maintenance Agreement is effective upon signature of the Basic and / or Main Agreement, unless another date has been determined in the Basic and / or Main Agreement. In this case, the specific date is considered as the effective date. Unless the parties have agreed otherwise, the maintenance agreement has an initial minimum term of 24 months, during which it cannot be terminated without a cause. After the initial period the Maintenance Agreement will be automatically extended for another year, unless it is terminated by either party in accordance with the following periods of notice. The customer may terminate the agreement by giving 3 months' notice to the end of a calendar year. Beta Systems may terminate the agreement by giving 9 months' notice to the end of a calendar year. Notice must be in writing.

**8 Other Conditions**

In addition, the regulations of the General Part of the Terms and Conditions of Beta Systems Group (Version 07/2011) and the Special Part for the Software License for Permanent Use (Version 07/2011) shall apply.