

## 1. Scope; other contractual terms

- 1.1 These contractual terms for the maintenance of software - hereinafter referred to as "**CMS**" - apply for all legal transactions between the respective contracting company in the conet Group - hereinafter referred to as "**conet**" - and this company's contracting partner - hereinafter referred to as "**Customer**" -, on the basis of which conet provides maintenance service for the hardware components which are the subject matter of the contract, hereinafter referred to as "**items to be maintained**".

These CMS are made up of the description of the maintenance services, Part A and the conditions for maintenance, Part B.

- 1.2 In addition to this, the general contractual terms (GCT) of conet also apply.

## PART A — DESCRIPTION OF THE MAINTENANCE SERVICES

### 2. Disruption management

#### 2.1 Scope of disruption management

conet receives notifications of disruption from the customer, allocates these to the agreed disruption categories and carries out the agreed measures to analyse and remedy the disruptions based on this allocation.

Disruption management does not cover any services which are linked to the use of the items to be maintained in conditions of use which are not approved and/or to a change in the items to be maintained made by the customer or third parties.

#### 2.2 Acceptance of customer disruption notifications

conet shall receive proper disruption notification submitted by the customer during its usual business hours and give them an identifier. At the customer's request, conet will confirm receipt of a disruption notification and communicate the identifier that has been allocated.

#### 2.3 Allocation to disruption categories

Unless otherwise agreed, conet shall allocate disruption messages received to one of the following categories after screening:

##### a) Serious disruption

The disruption is based on an error in the item to be maintained meaning that it cannot be used or can only be used with serious limitations. The customer cannot bypass this disruption in a reasonable manner and can therefore not complete tasks which cannot be delayed.

##### b) Other disruption

The disruption is based on an error in the item to be maintained which restricts its use by the customer in more than just an insignificant manner, without there being a serious disruption.

##### c) Other notifications

Disruption notifications which do not come into categories a) and b) are allocated to the "Other notifications" category. These are only handled by conet in accordance with the agreements concluded for this.

#### 2.4 Implementation of measures to remedy disruptions

In the case of notifications of serious disruptions and other disruptions, conet shall initiate measures immediately based on the circumstances as communicated by the customer in order to localise the cause of the disruption.

If it transpires that the disruption communicated is not an error of the item to be maintained after the initial analysis, conet shall communicate this to the customer immediately.

Otherwise, conet shall arrange relevant measures for the further analysis and remedying of the disruption communicated or, in the case of third party software, send the notification of disruption to the retailer or manufacturer or the item to be maintained together with the analysis results with a request for help.

conet shall provide the customer with measures it has for bypassing or correcting an error in the item to be maintained and any instructions or corrections to the item to be maintained immediately. The customer shall implement measures communicated to him to bypass or remedy disruptions immediately and contact conet again immediately if the disruption remains.

### 3. Provision of new versions

#### 3.1 Scope of services with regard to new versions

conet shall provide the customer with certain new statuses of the item to be maintained in order to keep it in its current status and/or to prevent disruptions. In order to do this, conet shall provide the customer with updates to the item to be maintained, for example with technical modifications and/or improvements and small functional expansions and/or improvements. Furthermore, in order to do this conet shall provide the customer with patches with corrections to the item to be maintained and/or other bypass measures for possible disruptions.

These new statuses, updates, patches etc. of the item to be maintained are summarised hereinafter as "**new versions**".

The passing on of upgrades with key functional expansions and/or of new products or obligations for the development of the item to be maintained is not the subject matter of the maintenance services unless expressly agreed otherwise.

#### 3.2 Rights and obligations of the customer for new versions.

conet shall provide the customer with the new versions of the item to be maintained. The customer shall examine new versions immediately and notify conet of any identifiable defects immediately, with Section 377 of the Commercial Code applying accordingly. Disruptions and defects are handled in accordance with Clause 2.

Where conet has provided the customer with a new version, it shall also maintain the previous version for an appropriate transition period which will generally not exceed one month and in this case is:

The customer is entitled to claim for defects caused by the new versions only to the extent that the defects reported can be reproduced or evidenced by the customer in another way. Clause 4.3 of the GCT applies in particular when communicating defects.

If the customer is entitled to claim for defects, he first has a right to supplementary performance within an appropriate period of time. conet shall choose whether to provide supplementary performance by remedying the defect or by delivering new software. The customer's interests will be taken into account in this decision to an appropriate extent.

### 4. Point of contact point (hotline)

#### 4.1 Scope of the hotline

conet shall set up a point of contact for the customer (hotline). This point of contact processes customer inquiries related to the technical usage requirements and conditions of the items to be maintained and individual functional aspects.

The hotline does not provide any services which are linked to the use of the items to be maintained in unapproved usage environments and/or to changes to the items to be maintained made by the customer or a third party.

#### 4.2 Acceptance and processing of inquiries

The customer shall only provide conet with the contact details of staff with sufficient professional and technical qualifications who are entrusted with the processing of inquiries by the users of the items to be maintained for the customer. Only these staff, who have been named to conet, shall direct inquiries to the hotline using the form provided by conet. The hotline can receive inquiries of this type via email, fax and/or telephone during the usual business hours of conet.

The hotline will process proper inquiries in the usual course of business and response to them to the extent that this is

possible. In order to respond, the hotline can reference the documentation and other training materials the customer has for the item to be maintained. Where the hotline is unable to respond or is unable to respond in good time, conet shall forward the inquiry for processing, in particular in the case of inquiries relating to items to be maintained that it does not manufacture itself.

## 5. Additional services

conet is not obliged to provide maintenance services and/or other services which go beyond clauses 2 to 4 but rather a separate agreement is required for this and a separate fee shall be charged. This may be additionally agreed uses on site by the customer, consultancy and/or support with a change to the item to be maintained, clarification on interfaces to foreign systems or support with installation and configuration.

## PART B — CONDITIONS FOR MAINTENANCE SERVICES

The regulations of this Part B apply equally to disruption management (Clause 2), the handing over of new versions (Clause 3) and the hotline (Clause 4).

## 6. Requirements for maintenance services

- 6.1 conet shall provide maintenance services only during the agreed term of the contract, for the respective current version of the item to be maintained and in return for the agreed fee.
- 6.2 If third party software is agreed in the contract as the item to be maintained, the restrictions listed there apply.

## 7. Term of the maintenance contract, termination

- 7.1 Unless otherwise agreed, the maintenance contract starts on delivery of the item to be maintained to the customer.
- 7.2 The maintenance contract can be terminated by either party to the contract with a notice period of three months to the end of a calendar year. A termination of this type is only possible from the end of the calendar year after the one in which the contract is concluded. Any minimum term agreed is not affected by this right of termination.  
The above does not apply if anything else is agreed.
- 7.3 The right of the parties to the contract to terminate the agreement with good cause is not affected.
- 7.4 Declarations of termination are only effective if they are in writing.

## 8. Remuneration of the maintenance services

- 8.1 Flat-rate maintenance fee  
The customer shall remunerate the maintenance services set out in clauses 2 to 4 by means of a recurrent flat-rate maintenance fee. Unless otherwise agreed, the agreed flat-rate maintenance fee is quoted as an annual fee.  
The flat-rate maintenance fee is to be paid by the customer in advance within the accounting period and shall be invoiced by conet to the customer at the start of the accounting period. Unless otherwise agreed the accounting period is the calendar year. At the start of the contract within an accounting period the remuneration shall be due pro rata and invoiced on conclusion of the contract.
- 8.2 Remuneration of additional services  
Additional services provided by conet shall be remunerated by the customer in accordance with Clause 2.1 of the GCT to the extent that services of this type are not covered by the agreed flat-rate maintenance fee.
- 8.3 Adjustment to the flat-rate maintenance fee  
conet can adjust the maintenance fee once per calendar year based on general developments.  
The customer has a right of termination if the flat-rate maintenance fee increases by more than ten percent (compared to the previous flat-rate maintenance fee). conet shall

inform the customer of an increase of this type two months before the entry into force of this increase. The customer can terminate the contract within one month of receipt of the notification of an increase effective for the entry into force of said increase.

## 9. Usage right to software releases

- 9.1 The customer's usage right to new versions and to other corrections to the item to be maintained corresponds to the usage right to the previous version of the item to be maintained.
- 9.2 The customer's usage right to new versions and to the corrections to the item to be maintained replaces the usage right to the previous version of the item to be maintained after an appropriate transition period, which is generally not more than one month. The customer may archive a reproduced version.

## 10. Obligations and responsibilities of the customer

- 10.1 The customer shall ensure that the item to be maintained is only used in an approved usage environment supported by the item to be maintained.
- 10.2 The customer shall inform CONECT immediately of any changes to the usage environment of the item to be maintained.
- 10.3 Unless otherwise agreed the customer shall keep all documents, information and data he is given by conet safe such that these can be reconstructed in the event of the damage and/or loss of data carriers.

## 11. Transfer of software

Where software is transferred to the customer within the scope of the maintenance services and unless expressly agreed otherwise, the transfer is by the same means as the handing over of the item to be maintained.

## 12. Data protection

Where conet accesses or is able to access personal data stored on the customer's systems within the scope of maintenance services, conet shall act exclusively as a contract data processor (Section 11 paragraph 5 Federal Data Protection Act). conet shall comply with the customer's instructions for handling these data. The customer shall bear any disadvantageous consequences of these instructions for the implementation of the contract. Details on handling personal data shall be agreed by the parties to the contract in writing where necessary in accordance with Section 11 paragraph 2 Federal Data Protection Act or other legal standards.