

Terms and Conditions "Software Maintenance and Support"

Version: January 1, 2022

EASY SOFTWARE GROUP

<https://easy-software.com/en/contracts/gtcm/>

The Terms and Conditions "Software Maintenance and Support" apply in addition to the "General Terms and Conditions" of EASY SOFTWARE (<https://easy-software.com/en/aq/contracts/gtc/> and <https://easy-software.com/en/esd/contracts/gtc/>) as well as additional subsidiaries. Validity of these Terms and Conditions "Software Maintenance and Support" may also be independently agreed by written legal declaration or by express reference in other terms and conditions.

§ 1 Subject of Software Maintenance

1.1 The conditions set forth below apply to **managing software maintenance**, i.e., maintenance and support, for customers or EASY partners when using standard software (hereinafter also uniformly referred to as "Software Maintenance").

Software maintenance is rendered according to the maintenance and support provisions ("Maintenance and Support Rules") of EASY, which are available at <https://easy-software.com/en/contracts/gtcm/policy/>.

1.2. The software maintenance services are, by default, available at the following business hours: working days (Monday through Friday) between 08:00 a.m. and 06:00 p.m. (CET), except for German Federal and North Rhine Westphalian public holidays, as well as Christmas Eve (December 24) and New Year's Eve (December 31).

1.3. EASY shall provide the software in object code and a ready-to-install format as apart of software maintenance. EASY shall not provide source code to the Customer.

1.4. The contractual software maintenance services particularly do not include the following services ("Additional services"):

1.4.1. Support services outside of the business hours defined in 1.2.
1.4.2. Support services that can only be provided at the software's installation site.

1.4.3. Services that are necessary when using the software in a hardware and software environment other than recommended by EASY.

1.4.4. Services due to scripting: Inasmuch as the software contains interfaces which enable scripting by the Customer and the Customer performs scripting by himself or a third party, maintenance services that become necessary due to the previous named actions are not part of this contract.

1.4.5. Services that are based on other customizations which are not authorized by EASY or changes of the software's program code made by the Customer or a third party.

1.4.6. Services regarding interoperability of the software with third-party software which is not part of this contract.

1.4.7. Services for the software which become necessary through improper use and/or by breach of Customer's auxiliary obligations (Obliegenheitsverletzung), e.g. ignoring user documentation or operator errors.

1.4.8. Services for hardware, operating systems, networks, or for software from third-party manufacturers.

1.5. Additional services, particularly services related to the software, which become necessary owing to scripting, non-authorized changes to the software, or improper use, as well as the error or disruption analysis preceding this, shall be provided by EASY only for separate remuneration. EASY is under no obligation to provide such. If EASY renders additional services without the Customer's immediate objection, a corresponding order shall be deemed

effective. If software support services and additional services can only be differentiated subsequently, i.e., after EASY has rendered the service, an order by the Customer shall be deemed effective if it can be reasonably assumed in the customer's interest that a support ticket submitted by the customer could only be resolved with the additional services rendered by EASY. In this case, EASY may invoice the Customer for the cost of services at an hourly rate according to the EASY price list. The burden of proving that the aforementioned services were in the interest of the Customer shall lie with EASY. When in doubt, EASY shall render additional services only after a separate order by the Customer.

§ 2 Additional Customer Participation Services for Software Maintenance

2.1. The Customer must ensure an appropriate backup. This affects the software and other programs which are not subject to this contract, as well as the Customer's data. Only when the Customer becomes aware of pending disruption and troubleshooting activities by EASY shall the Customer check whether a current backup is available; otherwise, the Customer will ensure in time such measure prior to the respective action by EASY.

2.2. The Customer will ensure to offer appropriate training courses available for those employees who use the software, and keep those employees up-to-date as required for using the software during the agreement term.

§ 3 Remuneration, Billing, Changes

3.1. EASY may announce changes regarding the software maintenance fee in writing by giving two (2) months' notice to the end of a quarter. In that case, the new remuneration will be valid from the first day of the following quarter unless the Customer previously terminates the maintenance contract according to Section 3.3. EASY will refer the Customer to that option when announcing the fee.

3.2. Billing for software maintenance takes place annually on January 1 of a calendar year for the period of twelve (12) months in advance. If the contract start date is after January 1, EASY shall invoice the remuneration for the calendar year in which the Agreement commences, deviating from Sentence 1, on the next first day of the month following delivery of the corresponding license file on a pro rata basis up to December 31 in advance.

3.3. If the software maintenance fee increases by more than 4.9% within twelve (12) months since it was last set, the Customer will be entitled to terminate the contract in writing within one (1) month's notice to the end of the month prior to the effective date of the increase.

§ 4 Term of Contract, and Termination

4.1. The term of the software maintenance contract begins with delivery or deployment of the software to the Customer. Deployment may be through EASY or a third party authorized by EASY, as well as through direct shipment or availability on a Web portal. Deployment includes delivery of the required license keys or files.

4.2. The software maintenance contract ends December 31 of the calendar year that follows one (1) year to the year the contract became effective (example: if the contract starts July 15, 2019, it will end December 31, 2020). The contract will be extended by one (1) year unless it is terminated by a party by giving three (3) months' notice prior to the end of the respective term. If the contract it is not terminated in due time, the software maintenance contract will be automatically extended by another year.

4.3. The right to terminate a contract for due cause remains unaffected. From EASY's viewpoint, good cause exists particularly when

4.3.1 the Customer materially violates its contractual duties, particularly when the Customer performs illegal changes to the software by itself or through third parties;

4.3.2. a party commences bankruptcy or insolvency proceedings, has a receiver appointed for a substantial part of its assets or ceases to operate in the ordinary course of business;

4.3.3. the Customer's financial situation deteriorates in such a manner that proper fulfillment of the contract can no longer be expected, even if there is no insolvency cause within the meaning of the applicable law (in Germany: Sections 17 to 19 of the German Insolvency Code (InsO)), or when

4.3.4. the Customer is in arrears paying the owed remuneration for more than two months or a total amount that equals the remuneration for two months.

4.4. Terminations must be in writing via a registered letter with advice of delivery to the official address of the party.

Appendix (EASY for SAP Solutions):

Special provision for maintaining products and services for the contractor's SAP systems, which had been rendered by EASY SOFTWARE AG through the use by EASY Process2Design (formerly, EASY PCM Process2Design®) and/or EASY Process2Go (formerly, EASY PCM Process2Go®).

Appendix of the Terms and Conditions "Software Maintenance and Support" (EASY for SAP Solutions)

Special provision for maintaining products and services for the contractor's SAP systems, which had been rendered by EASY SOFTWARE AG through the use by EASY Process2Design (formerly, EASY PCM Process2Design®) and/or EASY Process2Go (formerly, EASY PCM Process2Go®).

§ 1 Service Subject

1.1. For the buyer / customer (hereinafter referred to as Customer), EASY shall take over software maintenance (maintenance and support) for the software listed in the order confirmation with use of EASY Process2Design and/or EASY Process2Go of EASY SOFTWARE AG.

The object of these maintenance terms is to assist the customer through EASY in troubleshooting system problems in order to keep the number and duration of unplanned system outages as low as possible. In addition, these maintenance provisions regulate delivery of current software updates to the customer.

1.2. For maintenance of the products named in 1.1., the following regulations shall, in the event of objections, take precedence over the provisions of the General Terms and Conditions "Software Maintenance and Support." The respective order confirmation will refer to the overriding validity. Besides, the provisions of the General Terms and Conditions and the General Terms and Conditions "Software Maintenance and Support" shall apply without restrictions.

§ 2 Scope of System Maintenance

2.1. Terminology

Business day: Monday through Friday, 8:00 a.m. to 06:00 p.m., excluding applicable public holidays at EASY's place of business.

- Response: Incorporation and analysis of a reported problem or determining the cause of the problem.
- Response time: The time between reporting and initial response, when verified during a working day (period of time until initial professional reply).
- Release change or update: Installing the next-higher software version, when verifying against the installed software version.
- **P1** – system problem: system downtime, i.e. outage of the entire system, production is no longer possible.
- **P2** – system problem: critical system state, outage of a relevant subsystem, limited production is possible.
- **P3** – system problem: outage of uncritical system components, no relevant problem with production mode.

2.2. Problem reports and queries

Problems and queries can be transmitted to EASY only through trained and authorized employees of the Customer via the EASY support portal. EASY will train the Customer's employees for the products used by the end of the project.

The contacts to be authorized shall be named by the Customer not later than one month after concluding the maintenance contract.

2.3. Maintenance service

EASY will perform the following professional services for the software products and developments listed in the order confirmation. Software maintenance: Delivery of software updates (minor release versions, service release versions, bug-fixes; updates are free), and upgrades (major release versions; upgrades may be subject to charges) of the software licenses listed in the order confirmation.

The provisions from the respective manufacturers, which have been listed separately in an exhibit to the order confirmation, apply to

maintaining the shipped software by third parties listed separately in the order confirmation.

Problem acceptance: The Customer's authorized employees can submit their queries electronically via the support portal; EASY will then process them. The Customer shall report problems with the software that may occur only via this portal.

Response times: Within a working day, response times of one working hour are complied with for P1 system problems, eight working hours for P2 system problems, and sixteen working hours for P3 system problems or other queries.

Troubleshooting: EASY endeavors to troubleshoot problems that occur as quickly and efficiently as possible. Troubleshooting occurs, where technically feasible or justifiable, as remote maintenance to minimize processing times.

2.4. Preclusion

Maintenance of the hardware used, of the operating system environment and of the network is precluded. This may require a separate agreement.

Professional services do not include:

- Installation for the purpose of first-time restoration of operational readiness and performing installation of updates
- Developing software programs that have functions other than those specified in the product description
- Familiarizing and training the Customer
- Removing malfunctions and consulting on errors that are tracked to incorrect operation by the Customer
- Restoring data sets and system environments not specifically caused by intervention on the part of EASY.

§ 3 Customer's Rights and Duties

3.1. As long as EASY is obligated to perform maintenance services, the Customer will only have EASY or, upon the previous consent of EASY, third parties perform all maintenance and other related activities.

3.2. The Customer is obligated to execute and log the administrative tasks he has to perform himself only on instructions given by EASY.

3.3. The basis of this contract and the maintenance fees is an online remote maintenance connection that the Customer shall provide to EASY. Where technically feasible and justifiable by the Customer, the remote maintenance connection is of the site-to-site VPN type. If the Customer does not provide the corresponding remote maintenance capabilities, the additional expenses incurred through this shall be estimated with a flat-rate surcharge of 25% to the respective price for maintenance services.

3.4. The Customer shall undertake to build a working test system where all modifications to the software can be tested under conditions that come as close as possible to production mode. This particularly applies to modifications made by the Customer himself, as well as prior to loading new release, version or correction versions of the software.

3.5. The Customer is obligated to ensure cooperation necessary for rendering the maintenance service by EASY.

3.6. The Customer shall be responsible for backup of his data on appropriate media, as well as for retaining these disks. Also, he shall be responsible for routine tests for successful recovery of the backed-up system state.

3.7. The Customer is obligated to provide EASY the documents and information necessary for complying with its duties

§ 4 EASY's Rights and Duties

4.1. EASY is obligated to adhere to the Customer's access log validation.

4.2. EASY is obligated to use data transmitted by the Customer only for system maintenance purposes.

4.3. EASY is obligated to submit a report of rendered and planned professional services upon the Customer's request.

4.4. EASY reserves the right to render parts of the contractually agreed maintenance services in cooperation with authorized service partners. Permanent transfer of services shall only be performed upon consulting and consenting with the Customer.

4.5. EASY guarantees maintenance (maintenance and support services) for the current version of the licenses software, limited to three years from the date of purchasing the license if EASY does not offer any subsequent versions (new release versions). EASY shall render maintenance services for a version no longer current only if that version is not older than the two release versions prior to the current release version.

4.6. The maintenance services for software to be rendered by EASY do not include maintenance of modified software delivered by EASY in the EASY namespace but which has been modified by the Customer there.

4.7. EASY reserves the right to copy and use the software configurations made by the Customer to optimize support.

§ 5 Maintenance Fees

5.1. Payment of the maintenance fee, plus legal sales tax/VAT shall be made annually in advance to the EASY bank account. The order confirmation lists the amount of the maintenance fee.

5.2. Services for fixing bugs not caused by EASY must be invoiced separately.

5.3. All prices are excl. travel costs and expenses incurred.

5.4. EASY reserves the right to adjust prices to the amount of actual expenses and requirements for maintenance services. EASY shall inform the Customer of increasing the amount two months prior to the due date, at the earliest at the end of the agreed minimum term. Two consecutive price increases must generally be separated by at least 12 months. Along with the price adjustment, the Customer shall simultaneously receive an updated order confirmation.

§ 6 System Intervention

6.1. Interventions with or changes to programs and system environments by the Customer and/or third parties represent a fatal impairment to service performance.

6.2. In such cases, service obligation on the part of EASY shall only be the case if the original state of the leased programs has been restored.

6.3. To the extent that EASY performs tasks to restore the original state upon separate prior agreement, these will be calculated separately regardless of the service contract.

§ 7 Commencement of Maintenance

The parties shall determine in the corresponding order confirmation when the maintenance contract shall commence. Unless regulated otherwise, maintenance shall commence with provisioning of the software to the Customer.