Specific Terms and Conditions for the provision of Software Maintenance Services (STC Software Maintenance)

§ 1 General

1.1. For the provision of maintenance and support services by REALTECH AG (hereinafter referred to as REALTECH), this STC Software Maintenance shall apply in addition to REALTECH's General Terms and Conditions for the Delivery and Licensing of Standard Software (GTC Software).

1.2. Regulations in customer-specific contract documents (e.g. in REALTECH's offer) shall take precedence over STC Software Maintenance in the event of contradictions; STC Software Maintenance shall take precedence over the GTC Software in the event of contradictions. If several Special Conditions are applicable side by side, the more specific provisions shall take precedence over the more general ones.

1.3. The customer's General Terms and Conditions shall not apply even if REALTECH provides services without contradicting them.

§ 2 Definition of Terms

Software means the standard software that REALTECH makes available to the customer (including any OEM programs from other manufacturers that may be integrated into it) as well as customer-specific adaptations and additions to this standard software by REALTECH (e.g. user exits). The customer is entitled to the provision of the contractually agreed maintenance services related to the software.

Failure is an impairment of the suitability of the software or a maintenance service provided for the contractually agreed, or if such an agreement is missing, for the presumed or intendent normal use. This applies regardless of any fault by REALTECH and regardless of whether or not this impairment existed when the contract was concluded.

Service time refers to REALTECH's German business hours from Monday to Friday from 8:30 a.m. to 5:30 p.m., except for public holidays in Germany and the 24th and 31st of December. The customer is entitled to the provision of the contractually agreed maintenance services within this service time.

Hotfix refers to a new program version or a code component that has been especially created for the customer and that is provided to the customer to remedy or (temporarily) circumvent a specific customer-specific malfunction that has occurred.

Updates (also known as Service Packs) are provided to all customers on a regular basis and contain several bugfixes; in addition, updates may also contain minor functional adjustments and improvements to the software.

Releases denote new development stages of the existing software and contain - besides bugfixes - also new features and improvements.

Program status is the term for a combination of a release, updates and hotfix.

§ 3 Objective of Maintenance

3.1. REALTECH shall provide maintenance services only for the most current program status. For older program versions, REALTECH shall provide maintenance services only after a separate order has been placed for the additional expenses incurred.

3.2. REALTECH's obligation to provide maintenance services shall continue even if the customer uses the software on a system environment other than the registered system environment, presumed the customer bears the additional costs incurred. If changes to the customer's system environment (e.g. expiration of operating system support) make it unreasonable for REALTECH to provide the service, REALTECH shall be entitled to discontinue software maintenance; in this case, both parties may terminate the maintenance contract with three months' notice to the end of a calendar month.

3.3. The software maintenance always refers to the customer's entire inventory of the software. The customer must always fully maintain all installations of the software or cancel the software maintenance in its entirety. Supplements or enhancements lead to a corresponding expansion of software maintenance and a recalculation of the maintenance fee.

§ 4 Scope of Service

4.1. The scope of software maintenance services shall be conclusively derived from REALTECH's offer and from this STC Software Maintenance.

4.2. The following maintenance and support services are provided by REALTECH and are covered by the corresponding fixed fee, unless otherwise stated:

- Provision of published new program status of the software;
- Analysis and correction of software malfunctions;
- Deployment and operation of an electronic service desk to support the incident and service request processes.

4.3. Maintenance services are generally carried out by means of remote access. The customer shall provide this functional remote access to the relevant systems on which the software is used at the start of the maintenance contract at his own expense. REALTECH retains unrestricted remote access for the duration of the maintenance contract.

4.4. In the absence of other agreements, the following services are out of scope and could only be offered against separate compensation:

- Maintenance services for separated, non-REALTECH third-party programs or open source software;
- Installation, implementation and customisation of the software on customer's system environments;
- Troubleshooting and fixing in system or program areas of the software which the customer has modified (himself or by a third party on his behalf);

- Maintenance services related to the software, if it is used contrary to the specified system requirements and/or outside its intended use;
- Services on customer site and outside service time;
- Installation of new program versions of the software provided by REALTECH, in particular updates and releases;
- Analysis and elimination of faults not caused by the software, e.g. due to faulty IT infrastructure of the customer, faulty or incompatible software of third parties, faulty, outdated or incomplete data, faulty interfaces, system parameters changed by the customer or due to other customer interventions in the relevant system environment;
- Adaptations to the software after a hardware or operating system change (also after a release change), a database or database version change or after a change of third-party software;
- Operational measures (for example, defining and configuring parameters);
- Instruction and training of the customer's employees;
- Data retrieval and backup measures.

§ 5 Fault Analysis and Remediation

5.1. REALTECH shall analyse and eliminate the disturbance reported by the customer within a reasonable period of time.

5.2. Fault reports must be submitted by the customer's system administrator or his representative on the service desk system provided by REALTECH for this purpose.

5.3. If the problem analysis shows that a fault has occurred in the software, the customer shall receive information on how to rectify the fault and/or circumvent it. The fault is usually rectified by providing a new program status via remote data transfer. The customer shall accept the new program version provided by REALTECH for remediation.

5.4. If it turns out during troubleshooting that the fault reported by the customer does not exist or is caused by circumstances or components outside the software, REALTECH shall be entitled to demand separate remuneration from the customer, unless the customer can prove that it was impossible to identify the absence of a fault in the software.

§ 6 Delivery of New Programme Versions

6.1. REALTECH shall make newly published program versions available to the customer for the remediation of malfunctions and as part of the general development of the software. The customer receives new program versions in machine code, if necessary with additions to the product documentation.

6.2. If (mandatory) statutory regulations which are necessary for the legally compliant use of the software and which are of essential importance for the customer's operating procedure change, REALTECH shall make corresponding adaptations to the software available within a reasonable period of time (insofar as this is possible and reasonable for REALTECH with

regard to the time at which the legal changes come into effect).

6.3. REALTECH shall grant the customer the right to use a new program status provided in accordance with the conditions underlying the provision of the original software. Four weeks after the start of the productive use of a new program version (transition period), the usage right in relation to the replaced program status expires (except for the right to keep a copy for archiving purposes).

§ 7 Service Desk

During the service period of the maintenance contract, the customer's system manager and his representative receive electronic support via the REALTECH Service Desk system.

§ 8 (Optional) Enhancements

8.1. REALTECH shall provide programming services during the term of the maintenance contract, e.g. software extensions, customer-specific adaptations or the development of new interfaces, etc., in accordance with a separate agreement and against additional remuneration.

8.2. The customer shall receive the same usage rights in accordance with § 3. of the General Terms and Conditions for the Delivery and Licensing of Standard Software for software created (enhancement), provided a full payment of the agreed remuneration has been made. All rights to such further developments shall remain exclusively with REALTECH, even if they were created in cooperation with the customer. REALTECH is entitled to include these developments in the standard software for further distribution.

§ 9 Customer Obligations

9.1. As an essential contractual obligation, the customer shall provide the agreed and necessary cooperation services in a timely, orderly and complete manner free of charge.

9.2. Services in accordance with the maintenance contract can only be requested by the customer via the appointed person responsible for the system or his representative. The person responsible for the customer's system must be an employee who is sufficiently qualified and has in-depth knowledge of the software (e.g. has received appropriate training from REALTECH). The customer shall notify REALTECH immediately of any change of the person responsible for the system or his representative.

9.3. The person responsible for the system shall first collect and structure the queries of individual users on the customer side, perform an initial problem analysis and handle the queries by himself as far as possible using REALTECH's Service Desk and the FAQ knowledge database integrated in the Service Desk system before forwarding them to REALTECH. The customer shall ensure that the person responsible for the system or his representative can be contacted by REALTECH during service time to answer questions and make suggestions for remedying a malfunction.

9.4. The customer shall document changes to the system environment of the software and notify REALTECH of these changes in writing without delay.

9.5. Customer shall take all necessary measures to identify, isolate and document faults. This includes the preparation of a trouble report within the forms of the Service Desk system. Customer's system administrator (or his representative) will describe the problem of the affected software, symptoms and occurred effects as well as other useful information, e.g. the hardware and system environment or any used third-party software. The customer shall provide all necessary documents, information and data that REALTECH requires for troubleshooting. If necessary customer provides access to the IT infrastructure and the software on site. Customer shall support REALTECH during analysis and remediation of faults adequately e.g. following REALTECH's instructions on how to eliminate or circumvent the problem.

9.6. The customer shall meet reasonable emergency precautions within his duty to prevent damage. In the event of a total failure of its IT systems, customer shall always ensure to have an appropriate concept in place to continue emergency operation. REALTECH employees can always rely on adequate data protection against loss. Customer shall carry out a complete backup of all system and application data before updating to a new program version.

9.7. If the customer is in delay with the provision of its obligations, REALTECH's obligations to perform shall be suspended for the duration of the delay as well, insofar as services cannot be provided without the necessary cooperation of the customer or can only be provided with disproportionate additional expenses for REALTECH. Additional expenses incurred by REALTECH as a result of the delay shall be remunerated separately by the customer. Further claims by REALTECH remain unaffected.

§ 10 Remuneration

10.1. The amount of the annual maintenance fee shall be determined by REALTECH's offer. The maintenance fee will be invoiced to the customer in full in advance at the beginning of each contractual year.

10.2. As separate remuneration is due for additional services or services that are not included in the annual maintenance fee, invoicing shall be based on the applicable hourly rates on REALTECH's price list valid at the time the service is provided. Additional services shall be invoiced to the customer monthly at the beginning of the month following the month in which the service was provided. REALTECH shall invoice flat rates for travel and other expenses for on-site assignments at the customer's premises in accordance with its current price list. Travel times are regarded as working hours.

10.3. All prices are net prices exclusive of the applicable value added tax. Invoices for fees and expenses, shall be payable within 14 days from the invoice date without any discounts.

10.4. The annual maintenance fee shall increase automatically as the license value increases, i.e. as soon as the customer acquires additional software and/or licenses from REALTECH.

10.5. On the basis of its price list, REALTECH may adjust the support fees with effect from the start of a new maintenance period. In the event of an increase of more than 10% of the current support fees, the customer is entitled to terminate the support contract at the end of the month following the month in which the invoice was issued. The notice of termination must be received by REALTECH no later than one week before the end of the month following the month in which the invoice was issued. Notice of termination can be given at a later point in time due to this increase in charges. If the customer makes use of his right of termination, he shall only owe the unchanged fee for the period between the effective date of the fee increase (start of the maintenance period) and the end of the support contract set by the termination as before the effective date of the increase.

10.6. If the customer is in default of payment and fails to settle the outstanding and due receivables within a grace period of 14 calendar days, even upon REALTECH's request and in conjunction with the threat of suspension of services otherwise occurring, REALTECH shall be entitled to suspend all services under this contract until all amounts due have been received in full. This shall not affect REALTECH's further claims based on default in payment.

§ 11 Warranty and Liability

11.1. Deficiencies in maintenance services shall be remedied during the term of the maintenance contract according to § 5 of this STC Software Maintenance. In the event of deficiencies in services provided within the scope of maintenance, in particular for new programs provided, the provisions of § 8 of the General Terms and Conditions for the Delivery and Licensing of Standard Software shall apply with the proviso that the extraordinary termination of the maintenance contract shall take the place of rescission. Deficiencies which only lead to an insignificant reduction in the usability of the maintenance services do not entitle the customer to such termination.

11.2. The provisions of § 9 of the GTC for the provision and licensing of standard software shall apply mutatis mutandis to liability.

§ 12 Contract Term and Termination

12.1. Unless otherwise agreed, the contract shall come into force upon transfer of the software to the customer. It is concluded for an indefinite period and can be terminated by either party with three months' notice to the end of the respective contractual year. The customer may only terminate the software maintenance in its entirety; partial termination is not permitted.

12.2. Both parties reserve the right to extraordinary termination of the maintenance contract for good cause. An important reason would be, if

- the customer is in default of payment of the maintenance fee (in whole or in part) for a period of more than two months;
- insolvency proceedings are opened against the customer's assets or the opening is refused for lack of assets;
- a party seriously violates its contractual obligations and does not refrain from such conduct even after a written warning with threat of termination, in case of imminent danger also without such a warning.

12.3. Notice of termination must be given in writing by letter or fax; transmission by e-mail is not sufficient.