

## Software Support and Maintenance Conditions

### 1 Subject Matter of the Agreement

- 1.1 Maintenance of standard software according to the following terms.
- 1.2 The Euro shall apply uniformly as the currency for all payments specified in this Contract.
- 1.3 Annual payment for the Contractor's services shall be made according to Par. 4 for the time periods agreed to therein.

### 2 Acceptance and Contract Start

- 2.1 The Contract shall start at the time the product is delivered.

### 3 Term, Payment Due Date, Payment Method, Termination

- 3.1 The Contract for Software support and maintenance services is mandatory for purchased licenses and must be concluded for a one-year term.
- 3.2 The due date for payment shall be the first day of the month following the start of this Contract.
- 3.3 Payment Method: annually, in advance
- 3.4 Payment Terms: Payable within 8 days following receipt of the invoice, without discount, unless otherwise agreed.
- 3.5 The Contract shall be renewed automatically for a new one-year term unless terminated explicitly by either Party at least three months before the end of the current contract period. The termination must be made in writing.
- 3.6 In the case of a lease transfer of the Contract Software, this Contract shall automatically end with the end of the Lease Contract, without the need for a separate termination of this Software Support and Maintenance Contract.

### 4 Payment for Software Support and Maintenance Services

- 4.1 For Software support and maintenance services, an annual payment in the amount of 15% of the net list price effective at the time of purchase, plus the applicable value added tax, shall be charged.
- 4.2 The charge shall accrue with the start of each Software support and maintenance period, and shall be invoiced in advance for the term of 12 months.
- 4.3 In the case of a leased (or prepaid) transfer of the Contract Software, the services covered by this Contract, as ancillary services to the Lease Contract, shall automatically become part of the Lease Contract. No compensation beyond the lease price shall be required.

### 5 Product Extension / Repeat Orders

- 5.1 In the case of extensions to the product types and access rights to the communication servers and repeat orders within the respective license numbers, the payment amount shall automatically increase according to 4.1, without the need for a further explanation.
- 5.2 The Maintenance fee will be charged on a pro rata basis until the next due date, from the 1<sup>st</sup> of the following month for product extensions.
- 5.3 The latest Software Support and Maintenance Contract can be opened online and downloaded as a PDF document from the portal.

### 6 Nature and Scope of Software Support and Maintenance Services

FastViewer GmbH agrees to provide the following services to the customer with respect to the products covered by this Contract:

- Supply and delivery of updates and upgrades within the agreed product types during the term of this Contract
- The software versions shall be supplied immediately, as soon as they are available, as downloads from the personal customer portal at [www.fastviewer.com](http://www.fastviewer.com)
- Priority support and hotline service directly from the manufacturer on the following weekdays. Business hours are: Mo. - Fr. from 9:00 a.m. to 5:00 p.m. CET (except for German federal holidays)
- Provision of the worldwide FastViewer GmbH server infrastructure (This shall not apply when using the own server solution)
- Information Service (via E-mail or telephone inquiry)

**Our support is reachable as follows:**

support@fastviewer.com or by telephone: +49 9181 509 56 28

### 7 Other services not covered by this Contract

- 7.1 Any services other than those specified in the Scope of Services, such as, e.g., training, instruction, software installation, individual form customization (e.g., in the customer portal) and on-site support are not covered by this Contract unless explicitly agreed otherwise.
- 7.2 FastViewer GmbH shall perform such services as part of its sales activities for a separate fee, according to terms agreed upon with FastViewer GmbH.

### 8 General Terms and Conditions

In addition, the FastViewer GmbH General Terms and Conditions shall apply in the respective current version. These shall be subordinate to the provisions of this Contract. The General Terms and Conditions are available for download from our homepage at [www.fastviewer.com](http://www.fastviewer.com).