

# Support contract

of

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(hereinafter referred to as "**CONZE**")

for the software

"**vistrax** - the digital visitor book"

developed by CONZE

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## 1 Subject of the Contract

(1) The subject of this contract are support services for the "vistrax" software already licensed by CONZE to the customer.

Notwithstanding its obligation to subsequent performance and in addition to its obligation to provide updates under the license agreement (see Section 3(8) of the vistrax T&Cs), CONZE provides the following:

- a) the rectification of errors (Section 2), and
- b) the provision of a hotline (Section 3).

(2) CONZE provides the aforementioned services from the conclusion of the contract, but not before the customer has activated the software by means of license activation.

## 2 Rectification of Errors

(1) The aim of the rectification of errors is to establish or maintain the agreed functionality of the software. Accordingly, there is an error if the software does not have the aforementioned functionality in the system environment contractually provided for it and when used as intended.

(2) CONZE will rectify any errors in the software reported by the customer within a reasonable period of time in accordance with the following provisions. A period of time will be reasonable, if CONZE will be able to analyze and rectify the reported errors, considering the impact of the error on the intended use of the software on the one hand and CONZE's order situation and the availability of suitable employees on the other.

(3) CONZE chooses the type of error elimination and will regularly provide software that changes and / or supplements the software originally provided, including the documentation of the changed and / or supplemented functions in a form to be selected by CONZE, which can also be done through online help.

(4) CONZE provides the rectification services with a level of care that is customary in the industry. CONZE does not guarantee that the errors will be rectified at all or within a certain period of time. There is also no obligation to ensure a certain availability of the software.

(5) Errors must be reported by the customer, stating the priority he has identified, via the ticket system set up by CONZE (<http://helpdesk.vistrax.com/>) or by email to support@vistrax.com. If the error reaches a higher priority level, the customer must inform CONZE immediately. In addition to estimating the priority, the error message should contain the following information (if not specified by the system):

- Name of customer;
- Software version;
- Operating system and hardware configuration of the executing computer;
- Module in which the error occurred;
- Steps in the course of which the error occurred or which caused the error;
- Description of the error using screenshots, protocols or similar notes;
- Day and time of error detection;
- Reproducibility information (yes/no).

(6) The error symptoms are classified as follows:

priority	classification	description	Response time (R)
1	urgent; the operation is interrupted	<ul style="list-style-type: none"> <li>• the application is not executable,</li> <li>• the registration or deregistration of visitors is technically not possible,</li> <li>• the program crashes</li> <li>• printing and selection and / or the transfer of data cannot be started</li> <li>• Data are not saved or read at all or not correctly and completely</li> </ul>	within one working day
2	high; the operational process is impaired	<ul style="list-style-type: none"> <li>• The functionality of the application is impaired or malfunctions occur, in particular:</li> <li>• Messages are incomprehensible or are not in the right context for the function called</li> <li>• Functionalities do not show the expected results</li> <li>• The response time behavior prevents normal use of the software</li> </ul>	at the latest on the next working day
3	low; the operational process is not significantly affected	<ul style="list-style-type: none"> <li>• Working with the software is possible, if not consistently within the agreed parameters</li> <li>• Malfunctions can be avoided</li> </ul>	at the latest on the day after next

(7) Upon request, CONZE will give the customer a non-binding assessment of the time that is likely to be required to rectify the error.

(8) The response time starts when the customer report concerning the the error is received by CONZE. The information in the email or ticket system shall be decisive to determine the time of

receipt. The response time runs from 10:00 a.m. to 4:00 p.m. during CONZE's operating hours and is met if CONZE initiates rectification measures within the response time.

(9) CONZE is entitled, but not obliged, to rectify errors outside of its business hours; however, this only if the customer assures his participation to a sufficient extent and bears the additional fees incurred for these services.

(10) CONZE can rectify any errors that occur, taking into account the prioritization, at its own discretion by taking the following measures:

- a) provision of software on data media or online, which the customer must install himself. This regularly includes the provision of software components ("updates"), but possibly also the provision of the complete software, which requires a new installation;
- b) error rectification measures via remote access to the customer's systems, through which the software itself can be changed or changed in the settings;
- c) suggestion to the customer to avoid the errors or to rectify the errors;
- d) in the event that the aforementioned measures are not possible or are not promising, by rectification measures on site.

(11) In the case of errors of priority level 3, the rectification can be postponed to the next planned update, in which CONZE, according to their update planning, publishes other expansions and / or changes of the software. If this date is more than six months in the future, CONZE will inform the customer respectively.

(12) A violation of the obligations of CONZE from this no. 2 due to non-compliance with the response time is determined independently of the customer's assessment according to the objectively given priority.

## 3 Hotline

(1) CONZE will advise and support the customer via e-mail ([support@vistrax.com](mailto:support@vistrax.com)) or its ticket system (<http://helpdesk.vistrax.com>) with regard to the use of the software and errors in the software.

(2) The hotline is generally available to the customer on working days (Monday - Friday, with the exception of public holidays at the headquarters of CONZE - the holiday regulations of the state of North Rhine-Westphalia apply - and with the exception of December 24th and December 31st each year) between 10:00 a.m. and 4:00 p.m.. CONZE reserves the right to close the hotline for up to five working days of a calendar year for operational reasons; respective dates will be announced to the customer in an appropriate manner at least four weeks in advance. During the hotline's operating hours, CONZE will also answer incoming error reports and inquiries from the customer by email. In individual cases, the parties can also agree on the provision of error rectification services outside of these times against a separate fee.

## 4 Non-Inclusive Services

(1) Unless otherwise agreed in individual cases or in accordance with the license agreement, the customer is not entitled to the following services under the present support contract:

- a) adapting the software to versions that are used by other users or distributed by CONZE;

- b) adapting the software to a changed hardware or software environment, including adapting it to changed operating systems;
- c) adapting the software to legal or other sovereign requirements;
- d) the rectification of errors from the customer's risk area, in particular errors that were caused by improper use or modification of the software, by contamination of software components with computer viruses, use of unsuitable data carriers, abnormal operating conditions that are not contractually agreed, faulty hardware, failure of power supply or data-carrying lines, errors due to insufficient information security measures, unsuitable environmental conditions at the location of the software operation, and force majeure;
- e) the rectification of errors that have arisen from adjustments to the software or parts thereof (in particular reports, key figures, validations) by the customer or at his instigation by third parties;
- f) the installation of the software supplied under this contract;
- g) consultancy services that goes beyond the error rectification;
- h) instruction and training of software users.

(2) The above list is not exhaustive. It cannot be concluded that these services are the subject of CONZE's contractual obligations from the mere lack of them being mentioned above. CONZE's liability obligations to the customer for its performance under this contract remain unaffected.

(3) CONZE is ready to render services that are not included in this contract on the basis of a separate agreement.

## 5 Duties to Cooperate of the Customer

(1) It is a prerequisite for the provision of support services that the customer uses the current version of the software, i.e. receives updates according to the provisions of the license agreement. The customer shall only be exempt from such obligation if it would be unreasonable for him, e.g. because the latest software version is faulty, and its productive use would adversely affect customer's business operations. The customer must immediately inform CONZE in writing of the unreasonableness in his opinion, stating the reasons. If the customer is not obliged to use the current version of the software, CONZE shall not be obliged to render services under para. 2. At the same time, the customer's obligation to pay the support fee is suspended on a pro rata basis. If CONZE creates a condition according to which it is reasonable for the customer to use the latest software version, and CONZE makes up for the suspended services, the customer must also pay the outstanding remuneration.

(2) As a further prerequisite for the provision of support services, the customer may not operate the software at a place different from the contractually agreed place, and not in a different system environment, unless agreed otherwise with CONZE.

(3) The customer will support CONZE in all respects in fulfilling the support services under this contract. In particular, the customer, in order to ensure an efficient way of error rectification and troubleshooting, shall nominate as contacts for CONZE and report to CONZE with their contact information two responsible employees (so-called key-users) and corresponding deputy with extensive knowledge (administrator knowledge) regarding the software.

(4) The key users shall bundle and coordinate reports and inquiries from the customer. Before passing them on, they will first check the reports and inquiries based on their own expertise, whether they can help the affected users. If they cannot solve the problems that arise, they shall forward the reports and inquiries to CONZE via the hotline or the ticket system. They are also

entitled to place orders with CONZE for the provision of services not included in this contract. Other employees of the customer are not authorized to forward reports or inquiries to CONZE.

(5) The key-users shall support CONZE during rectification operations, for example by the transmission of test cases and / or test data, providing error logs, screenshots etc.

(6) Insofar as CONZE is obliged to provide services for the implementation of which it must have access to the customer's IT system by means of remote data transmission, the customer must enable the corresponding access to the software via a communication network (e.g. the Internet). If it is not possible to rectify an error by remote data transmission because this access was not guaranteed, and, consequently, an on-site visit becomes necessary, CONZE will invoice this according to the agreed price list plus travel expenses and other expenses. Access via remote data transmission takes place via a connection protected against unauthorized access by third parties.

(7) If the customer reports a defect, this shall not be invoiced as a support case (see para. 6, "Compensation").

(8) Where, however, it turns out that a defect reported by the customer actually does not exist or is not attributable to the software (fake defect), then this report shall constitute a support case (see para. 6, "Compensation"), unless the customer could not recognize the existence of such a fake defect even with the necessary level of care.

## 6 Compensation

(1) The agreed remuneration covers an agreed number of support cases.

(2) If the agreed number of covered support cases should be used up, the customer has the opportunity to cancel the contract in order to conclude a new contract with a larger number of support cases (see para. 8, "Term, Termination"). Alternatively, individual support cases can be ordered according to the agreed price list.

(3) The remuneration is payable annually in advance.

(4) The calendar year is the agreed billing period. Invoicing takes place for the first time at the beginning of the contract and then at the beginning of a calendar year.

(5) Unused support cases expire at the end of the billing period.

(6) If the contract is concluded during a calendar year, instead of the annual fee, the remuneration will be calculated on a pro rata basis to full months and support cases. The number of covered support cases is rounded up in favor of the customer.

(7) If no different terms of payment have been agreed, the payment term shall be 14 days.

(8) CONZE will adjust the fees to be paid on the basis of this contract at its reasonable discretion to the development of the costs which are decisive for the price calculation. A price increase can be considered and a price reduction must be carried out if, for example, the costs for the procurement of hardware and software as well as energy, the use of communication networks or the wage costs increase or decrease, or other changes in the economic or legal framework lead to a changed cost situation. Increases in one type of cost, e.g. wage costs, may only be used for a price increase to the extent that there is no compensation for any declining costs in other areas, such as the costs for hardware and software. In the event of cost reductions, such

as hardware costs, CONZE's prices are to be reduced, provided that these cost reductions are not fully or partially offset by increases in other areas. When exercising its reasonable discretion, CONZE will choose the respective points in time of a price change so that cost reductions are not taken into account according to more unfavorable criteria for the customer than cost increases, i.e. cost reductions are at least as effective as cost increases. CONZE will inform the customer in text form about changes in charges at least six weeks before the changes take effect.

## 7 Rights of Use

(1) If, under this contract, CONZE provides the customer with software on a permanent basis, CONZE grants the customer the same rights of use thereto as have been granted to the original software in accordance with the EULA.

(2) Concerning independently executable software, the customer receives the rights referred to in paragraph 1 with the resolutive condition that such software should be replaced. Upon provision of any subsequent executable version of the software, the rights of use to the respectively previous version shall lapse. Until installation of such software, CONZE tolerates the use of the previous version to the extent described in paragraph 1.

(3) The customer may no longer use software that has become redundant due to services under this contract and is obliged to permanently uninstall it, and to confirm this deinstallation in writing upon request by CONZE.

## 8 Term, Termination

(1) The contract is concluded for an indefinite period and can be terminated in writing by both parties with a notice period of six months at the end of each calendar year.

(2) The right of both parties to terminate the contract for an important ground remains unaffected.

(3) Cancellation of this contract shall be possible if, at the same time, a contract is concluded with a larger number of support cases.

## 9 Final Provisions

(1) CONZE is entitled to transfer its rights and / or obligations to third parties without the customer's special consent; this does not affect any approval requirement derived from data protection laws. An assignment of rights and / or obligations by the customer requires CONZE's prior written consent; § 354a HGB remains unaffected.

(2) CONZE may use information about the customer gathered during the contractual term for internal project reports, for example for information about technologies or areas of application. Case studies or success stories may only be used on the CONZE website and in its public presentations with the prior written consent of the customer.

(3) The contractual relationship between the parties is subject exclusively to the law of the Federal Republic of Germany to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods.

(4) If the customer is a merchant, a corporation under public law or a special fund under public law, the place of jurisdiction for all disputes arising from this contract is the business seat of CONZE. CONZE reserves the right to bring an action before the court that has local jurisdiction at the customer's location.

(5) Should any provision of this contract be or become ineffective, this does not affect the effectiveness of the remainder of the contract.