Maintenance and Support Agreement

- Wartungs- und Supportvereinbarung -

APIIDA AG

Marktstraße 47 – 49

DE-64401 Groß-Bieberau

- nachfolgend „APIIDA" genannt

Preamble

APIIDA sells software it has developed for mobile or stationary devices (servers, personal computers, laptops, tablet computers or smartphones) worldwide. APIIDA and you (hereinafter referred to as the Customer) agree that these products are subject to valid commercial legal protection – to the benefit of APIIDA. The object of this Agreement is to provide APIIDA and the customer with a transparent control option enabling assured performance characteristics (scope, response times etc.) to be described, specified and performed while observing agreed contract terms and conditions. "Co-operation obligations on the part of the customer" are outlined in this Agreement. In its capacity as service-provider, APIIDA is obliged to provide the services agreed in this document.

Table of Contents

Definition of terms

For this Maintenance and Support Agreement the following terms are defined:

Third party	This is a natural or legal person who does not have contractual commitments to the customer or to APIIDA, i.e. an external person who is not involved in a legal transaction between the customer and APIIDA.
Product	This term encompasses any and all products of APIIDA, in particular, but not limited to, software or software components that APIIDA has developed. The product is specified in a transaction document.
System platform	The operating environment – hardware or software - within which the software is run
Update	Improving software, adapting the content of files saved, e.g. for eliminating software malfunctions
Upgrade / Version change	This entails an extensive technical software change within the existing software version (e.g. from version 7.x to 8.x).
Contractual parties	APIIDA and the customer(s) of the respective (legal) transaction
Working day	The weekdays Monday to Friday; excluding Saturdays, Sundays and German nationwide and hessian holidays.

1. Object of the Agreement

1.1. The object of this Agreement entails an agreement on maintenance and support services for APIIDA products, whereby the following agreed services are provided:

   a. Measures for eliminating malfunctions within the meaning of sec. 2,
   b. The provision of a hotline (sec.3).

1.2. The agreed services as per para. 1 are to be provided by APIIDA once the Agreement comes into force. The customer is not entitled to assert any claims against APIIDA for precontractual performance. APIIDA is the software manufacturer and originator of the product; legal liability and warranty claims concerning malfunctions of the product will only be assumed by APIIDA insofar as there is evidence of culpability on its part.

1.3. APIIDA will provide services within the framework of diligence customary for its field of activity. No guarantee commitment is offered for eliminating defects or malfunctions within a certain period of time. There is no commitment on the part of APIIDA to ensure a certain availability of the product is not made with this agreement.

1.4. In the case of support services and in particular in case of elimination of defects or other malfunctions of the product, APIIDA shall be entitled to decide the method of such elimination.

1.5. For the purpose of providing maintenance and support services, the customer will name trained "technical contact persons" in the respective transaction document. The customer will only assert fault claims against APIIDA through the contact persons indicated there.

1.6. APIIDA will provide its services (1.1) primarily during the agreed hours of business (see 7.3). Services provided outside the agreed hours of business shall require a separate agreement by the contractual parties, whereby the customer will be obliged to pay for such tasks separately.

2. Measures to eliminate malfunctions

2.1. The goal is to maintain the functions of the product, whereby APIIDA is obliged in particular to evaluate reported malfunctions (regular notification, see 4.1) and undertake measures to solve malfunctions.

2.2. APIIDA will eliminate the defect / malfunctions reported by the customer within a reasonable period of time taking consideration of the measures available. Alternatively, the customer will be informed that malfunctions cannot be eliminated within a reasonable period of time and will be supplied with a workaround. A deadline is to be regarded as reasonable if APIIDA, taking consideration of the order situation and the availability of its employees', is able to analyse the fault and then eliminate it within the specified period.

2.3. On receiving a regular notification of malfunctions, APIIDA is obliged to respond within the agreed response time (2.4). No claims can be asserted to have malfunctions eliminated on expiry of the response time.

2.4. A malfunction is established when the product no longer functions more than insignificantly when used as designed. Any malfunctions must be reported to APIIDA (4.1), whereby malfunctions are categorised in accordance with the following table:

Priority	Category	Description	Agreed response time
1	Impeded operation	Unavailability of the product, whereby operation is interrupted or prevented and can no longer be executed Examples: • Total failure of core components • Business processes are critically impaired.	Weekdays: 2 hours

2	*Disrupted operation*	*Availability of the product is negatively impaired, whereby operational functions cannot be used in full and individual functions have failed.* *Examples:* • *Basic functions are still available.* • *Business processes are noticeably impaired.*	*Weekdays: 4 hours*
3	Impaired operation	Availability of the product is impaired, whereby operational functions are still largely usable. Examples: • Slower processing • Multiple starts required (manual)	1 working day
4	Operation not impaired	Availability of the product is declining or has declined yet application and usability are still possible. The malfunctions can be worked around or user-friendliness has merely deteriorated. Examples: • Functions only slightly restricted or not at all	2 working days

2.5. Prior to asserting a defect / malfunction, the customer is obliged to check with due care whether it is actually such.

3. Hotline and contact

3.1. APIIDA will provide the customer with support and advice by telephone. The hotline will be available to the customer during APIIDA's hours of business.

3.2. Defects and malfunctions will be described by the customer to APIIDA in as much detail as possible (within the meaning of 4.1). APIIDA can be contacted as follows:

Hotline:	+49 (0) 6162 800 4545
E-mail:	support@apiida.com
Support portal:	https://support.apiida.com

4. Obligations on the part of the customer

4.1. Regular notification by the customer shall be required for the measures to eliminate malfunction. The customer is obliged to supply APIIDA with the following information where possible:

    a. Detailed description of the incident
    b. How can the incident be reproduced?
    c. What effect does the incident have (priority level)?
    d. Any information discovered by you on initial analysis
    e. Additional information such as log files, screenshots and the like

The list is not conclusive. At the request of APIIDA, the customer is obliged to provide further details on the respective malfunction, insofar as this is necessary or useful for the elimination.

4.2. Performance of the agreed maintenance and support services is conditional to the customer refraining from operating the product at another location or under a different system platform, without at least prior agreement with APIIDA.

4.3. Delays in the provision of services arising as a result of delayed feedback by the customer will remain the responsibility of the customer, whereby (performance) deadlines may be extended accordingly.

4.4. System operation

The customer is responsible for operating and updating the system platform on which the product is run. The customer is also responsible for installing the product updates/upgrades supplied by APIIDA.

4.5. For the purpose of eliminate malfunctions, it is necessary that the customer uses the product and all of its components in a version supported by APIIDA. The services included in this Agreement can only ever be guaranteed for a product version currently supported by APIIDA.

5. Non-contractual services

The contractual parties agree that this Agreement does not cover the following services in particular:

    a. Monitoring, backup, installation of updates or version change
    b. Instruction and training of software users
    c. Elimination of defects caused by third parties
    d. Adapting the product to
        a. new statutory or sovereign requirements or
        b. customer requests

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e.   Updating the system environment – on which the product is running.

6.   Term and Remuneration

6.1. The term within which the customer is entitled to call on maintenance and support services is defined in the respective transaction document.

6.2. Prices and payment goals are indicated in the transaction document agreed between the contractual parties.

7.   Entry into force, Written form and business hours

7.1. This Agreement comes into force in line with the provisions of the transaction document.

7.2. Written form

Any modifications or supplements to this Agreement shall require written form in order to be effective within the meaning of § 127 I, II in conjunction with § 126 I BGB (German Civil Code). This shall also apply for waiving the written form requirement.

7.3. Business hours

Hours of business (Monday to Friday, 8 am to 5 pm), except on German national holidays and holidays in the state of Hesse.

8.   Miscellaneous

Incidentally, the general terms and conditions of business of the APIIDA apply; this applies in particular with regard to jurisdiction, applicable law, liability and severability clause – this is no conclusive list.