

Special Terms for Maintenance and Support (STMS) of DOCUFY GmbH

1 Scope

These Special Terms for Maintenance and Support (STMS) take priority over the General Terms and Conditions for all services provided by DOCUFY with respect to the troubleshooting, fault processing, further development and support for user queries concerning software already supplied to the customer by DOCUFY. These STMS do not apply for services to be provided within the framework of the statutory warranty.

2 Principles

2.1 Purpose of Maintenance and Support

The maintenance and support services are provided for the handling of problems and faults that have a not insignificant influence on the use of the software and for the further development, expansion and revision of the software. The maintenance is furthermore intended to continuously improve the organisational structure of the software and the running of the program as well as the supplementing of or concentration on certain functions.

2.2 Software Covered by the Contract

Maintenance services are provided only where expressly agreed for a concrete program.

2.3 Service Provision

DOCUFY shall provide the agreed maintenance and support services on the basis of a service contract for the latest version of the software in the form of the provision of the latest version and support as well as special advisory services. The contract on the provision of maintenance and support services is legally independent from the contract governing the use of the software.

The customer shall notify DOCUFY of wishes for modification and suggestions concerning the functions of the software. The Client has no entitlement to certain modifications, further development or the elimination of faults. DOCUFY will investigate, however, to what extent a modification requested by the contract partner appears to be economically expedient in the light of the general use, the needs of the contract partner and the work necessary for the implementation of this modification.

2.4 Preconditions for the Service

An entitlement to maintenance or support services exists only for the latest version of the DOCUFY software and only insofar as all the latest updates and bugfixes have been installed. Earlier versions will be supported for a period of one year from the release of the latest version. The maintenance of older versions requires a special agreement.

Third-party software installed on the customer's system must be kept up to date and free from faults that could impair the interoperability with the DOCUFY programs. The customer must inform DOCUFY before making modifications to its IT system that could impair the performance of the DOCUFY programs.

A precondition is a valid licence agreement for the software to be maintained.

2.5 Relation to Warranty

The customer's statutory rights in the event of poor performance remain unaffected. These are not limited or extended by this STMS, but may exist in addition.

3 Concrete Scope of Services

The scope of the maintenance and support services is as defined in the individual agreement between DOCUFY and the customer, e.g. an offer approved by the customer or a service description on maintenance and support. These terms do not constitute grounds for an entitlement to the supply of a version or support; they are preconditions and defined below.

4 Supply of Latest Version

Where agreed, DOCUFY shall at regular intervals supply the customer with new versions that may contain bugfixes and program changes, including the modification of functions. DOCUFY is not obliged to supply a given number of versions per year, but shall supply all generally released versions to the customer. At the discretion of DOCUFY, the versions shall be supplied to the customer without documentation, either by data media or telecommunication, or shall be made available for downloading via the Internet. The customer must check independently and at regular intervals whether it has implemented the latest version. Shipment shall be at the risk of the customer. The customer shall be granted the rights to the versions in accordance with the software licence.

4.1 Installation and Procurement of the Versions

It is the customer's responsibility to obtain and install the latest versions of the software. If support services of DOCUFY in regards to the installation have been agreed upon, the customer shall designate sufficiently qualified employees at his own responsibility, who will carry out the download or the installation of versions. DOCUFY will carry out this work only under a separate order.

4.2 Amendment to the Functions or Requirements

Should a version no longer offer functions of the software or should require new or other software or hardware, DOCUFY shall notify the customer. The customer shall oppose the modification in writing within two weeks of notification if it is not in agreement with the modification. The contract partners shall then attempt to agree upon an economically acceptable solution that gives consideration to the customer's interest in safeguarding the serviceability of the software for the duration of the licence.

If no such agreement can be reached, DOCUFY may either maintain the original functions or insist on the limitation of the functions. Notice of the decision shall be given in writing within two weeks. If DOCUFY insists on the limitation of the functions, the customer shall be entitled within a period of two weeks of the corresponding notification from DOCUFY to give notice in writing of termination of the maintenance contract with effect from the end of the month. This shall not affect the software licence contract. Payments under the maintenance contract shall be payable pro rata for each calendar month or part thereof.

5 Support

5.1 Technical Support

If a support agreement has been concluded, this shall consist of consultancy services and technical support at the level of the customer's administrator/IT manager in conjunction with the installation, implementation, expansion, adaptation or modification of the software. It does not cover direct support for users of the software in the use of the programs (first level support).

DOCUFY shall only be obliged to attempt to settle the customer's query on the basis of the current technical standard. An entitlement to modification or the remedying of a particular fault shall exist only if a corresponding agreement has been concluded.

5.2 Communication Routes

Support enquiries can be addressed by the customer to DOCUFY by telephone or e-mail by an employee previously designated by the customer who is qualified to operate the IT installation and to make an adequate report of the fault. Enquiries should generally be made by e-mail. Enquiries by telephone result in increased work. The customer shall therefore use this communication route only when absolutely essential. Otherwise DOCUFY shall be entitled to charge for the increased expenses to the general remuneration rates.

5.3 Malfunctions and Problems

When discovering, localising and reporting problems and malfunctions, the customer must first refer to and follow any documentation belonging to the software and the general or specific information given by DOCUFY. The customer must take all reasonable measures to identify, localise and document the problems and malfunctions. Malfunction messages should describe in as much detail as possible the situation before the occurrence of the malfunction, the situation that led to the malfunction and all symptoms of the malfunction. The customer should indicate whether it assigns a particular priority to the malfunction.

5.4 Hotline

The DOCUFY hotline is staffed by DOCUFY on weekdays between 9.00 a.m. and 5.00 p.m. The customer shall inform DOCUFY if, in its view, the hotline cannot be contacted to the extent specified. The customer shall, however, first try to contact the hotline at other times within the support time window.

5.5 Measures

Within the framework of the support, DOCUFY will try to remedy reported problems relating to the software. In so doing, the cause of the malfunction will be investigated, faults in the software diagnosed and subsequently remedied. A fault can also be remedied by means of a workaround. DOCUFY does not guarantee the remedying of all faults in the software.

6 Adaptations

The customer shall be entitled to modification of the software only to the extent that this right is expressly granted in the contract and that

this is technically feasible with the software. If the customer therefore wishes for modifications that it cannot or may not carry out itself and an effective maintenance agreement exists between the contract partners that provides for this, then DOCUFY will carry out the modifications for the customer to the extent possible as an individually specified special advisory service subject to separate payment. DOCUFY shall also be entitled to implement customer requests outside the framework of separate agreements at its own discretion.

7 Modifications to the Customer's Infrastructure

DOCUFY will try to make technically newer versions generally compatible. The customer is nevertheless obliged to make necessary and reasonable modifications to its hardware and software. If the customer is not willing to update its hardware or software to the latest state of the art and this results in not insignificant additional work or costs for DOCUFY, then DOCUFY shall be entitled to terminate all obligations to provide the services affected with a period of notice of 3 months.

8 Data Security

The customer is obliged to make backup copies of its software and data at adequate intervals and to take other IT security measures (e.g. virus protection, etc.) at its own responsibility.

9 Remuneration and Duration of Contract

The customer shall be entitled to claim maintenance and support services only after payment of the agreed remuneration that is due in advance on an annual basis.

For special advisory services requested individually by the customer not covered by the general maintenance and support service, the remuneration shall be based - unless otherwise agreed - on the general DOCUFY hourly remuneration rates. This remuneration shall be due with the provision of the service and receipt of the invoice.

The maintenance contract has an initial term of two years. The contract commences, unless otherwise agreed, with the delivery of the software to the customer and will automatically be renewed for one year respectively unless written or fax notice is given three months prior to expiration.

End of STMS, status 07/2015