

General Contract Terms for the Maintenance of MPDV Software incl. Software Maintenance Premium Package (Software Maintenance Contract “Premium”)

1 Scope and Execution of the Contract

1.1 Unless otherwise agreed, these General Contract Terms for the Maintenance of MPDV Software (hereinafter referred to as “Contract Terms”) in conjunction with the Software License Terms (hereinafter referred to as “License Terms”) shall apply exclusively to all contractual relationships in which MPDV Mikrolab GmbH, Römerring 1, 74821 Mosbach, Germany (hereinafter referred to as “MPDV”) maintains MPDV Software for the Contract Partner (hereinafter referred to as “Client”).

1.2 The Contract Terms as last amended shall apply in all cases. MPDV shall notify the Client of changes in text form. If the Client does not object to the change to MPDV within four (4) weeks of receipt of the notification in text form, the change shall be deemed to have been accepted. From that moment on, the amended version of the Contract Terms shall be binding. MPDV shall expressly point out this fact to the Client.

1.3 Offers, order acceptances and provisions of software maintenance shall be subject exclusively to these Contract Terms, even if MPDV does not expressly contradict other general contract terms. The use of or payment for the services shall be considered acceptance of the General Terms and Conditions of MPDV and the waiver of the Client’s General Terms and Conditions. Deviations shall be valid only when confirmed by MPDV in text form.

1.4 The Software Maintenance Contract shall be concluded by a purchase order from the Client in text form. MPDV’s offer for software maintenance shall refer to the validity of these Contract Terms.

1.5 The obligations under this Software Maintenance Contract shall be performed for MPDV by MPDV Mikrolab GmbH, Römerring 1, 74821 Mosbach, Germany by MPDV USA Inc., IL USA, by MPDV Asia PTE, Ltd., Singapur, by MPDV Malaysia Sdn. Bhd., Malaysia and, if applicable, by subcontractors on behalf of MPDV. There shall be no obligation to provide such information if the subcontractor used is an Affiliated Company of MPDV that is domiciled in Switzerland or within the European Union (EU) or the European Economic Area (EEA).

2 Scope of these Contract Terms

2.1 Maintenance of MPDV Software (standard and individual software)

2.1.1 Maintenance of the MPDV Software shall extend to the programs and program parts specified in Exhibit 1 to this Software Maintenance Contract. The services to be provided by MPDV are described in section 3.

2.1.2 Software not developed by MPDV or an Affiliated Company is not covered by this Software Maintenance Contract and shall be subject solely to the applicable license terms of the provider.

2.1.3 Maintenance is always carried out for the entire MPDV Software inventory, including all later system extensions (standard and individual software) and shall be exclusively governed by the terms described here.

2.1.4 This Contract does not cover maintenance of hardware and third-party software (in particular databases and operating systems).

2.1.5 MPDV’s obligation to provide the contractual maintenance services for the MPDV Software always relates to the latest service pack level. If the MPDV Software is not at the latest service pack level, MPDV may refuse to provide maintenance or, at its discretion, may provide maintenance services against payment of the associated additional expenditure.

2.2 Provision of new software in accordance with the MPDV License Terms

Pursuant to clause 4 of the present agreement, MPDV provides the Client with new releases and versions of the contractually agreed MPDV Standard software, which, in accordance with clause 1.1., are subject exclusively to the MPDV License Terms.

2.3 Lifecycle

MPDV’s maintenance services shall be provided only within the MPDV product lifecycle. Information on the release and version policy for the MPDV products is published in the “myMPDV client portal”.

3 MPDV Maintenance Services

3.1 The following maintenance services shall be provided by MPDV:

3.1.1 During the “standard maintenance” and “extended maintenance” phases, MPDV shall provide the following maintenance services:

- Answering questions from the Client on the MPDV Software
- Elimination of reconstructable program errors
- Correction of errors in the documentation
- Support on questions concerning operation of the programs
- Support on questions concerning the system configuration
- Provision of updates, security patches and service packs for the MPDV Software specified in Exhibit 1
- Support on questions concerning installation of updates and service packs
- Information on new features, improvements and changes in the MPDV Software

The services are provided inter alia by international Affiliated Companies of MPDV, including Affiliated Companies domiciled outside the European Union (EU), the European Economic Area (EEA) and Switzerland. Communication between the Client and MPDV must be in English on the Client’s side.

3.1.2 During the “continuous maintenance” phase, MPDV shall provide the following maintenance services:

- Answering questions from the Client on the MPDV Software
- Support on questions concerning operation of the programs
- Information on new features, improvements and changes in the MPDV Software

3.1.3 Support requests and availability of the MPDV hotline

The MPDV hotline is available to the Client during the support times.

Support requests to the MPDV hotline can be submitted by telephone or in text form, indicating the name, e-mail address and telephone number of the contact person.

Each support request shall be recorded as a support case in the MPDV-internal support database and identified by a unique call number that is communicated to the Client together with the confirmation of receipt. The call number must be given when contacting the Provider again for existing requests.

3.1.4 Support portal

In addition, the Client has the possibility of submitting support requests via the support portal in the “myMPDV client portal”. Use of the support portal shall require agreement to the “Terms of use of the MPDV client and support portal” and a prior activation for the Client. No further costs shall be incurred for this service.

3.1.5 Test system

The Client shall be granted the use of up to three (3) test systems for the duration of the term of the Software Maintenance Contract with MPDV. Use of a test system for productive use (productive system) is not permitted.

3.1.6 Priorities and reaction times

When a request for support is reported, the urgency of processing shall be agreed between the Client and MPDV. In cases of doubt, MPDV shall decide at its discretion. Each request for support to MPDV Support shall be classified into one of the following categories:

Red – highest priority – immediate reaction

Internal processing has the highest priority for MPDV Support and processing of the support request is started in the specialist department without delay within the support times. If MPDV can bring about a solution, work shall be carried out immediately until the goal is achieved.

Example: System standstill without restart so that system operation is no longer possible.

Blue – high priority – reaction within 4 hours

Internal processing is handled with high priority. If further processing is carried out in the specialist department, the support case is forwarded to that department as quickly as possible and the status is determined. MPDV Support shall inform the Client about the status of the support request and the further procedure if an immediate solution is not possible.

Example: System operation is impaired, but work with the system is still possible to a limited extent despite the fault.

Green – low priority – reaction within up to 2 days

Internal processing is handled with lower priority. If further processing is carried out in the specialist department, the support case is forwarded to that department and the status is determined. MPDV Support shall inform the Client about the status of the support request and the further procedure if a solution is not possible within a reasonable period of time.

Example: System operation is slightly restricted, but work with the system is still possible without any significant impairment.

The response time shall start with the receipt of the support request via the channels specified in sections 3.1.3 and 3.1.4 of these Support Terms within the support times. After notifying the Client accordingly, response times shall be extended in the event of obstacles and delays beyond the control of MPDV, such as power failure, failure of the (remote) online access, strike, lockout or other cases of force majeure – in particular pandemics or epidemics – for as long as these obstacles persist. This shall not affect the Client’s legal rights to withdraw from the Contract. MPDV shall not be liable for any direct or indirect damage resulting from the above-mentioned delays.

3.1.7 Place of performance

Maintenance services shall be provided at MPDV’s registered office and, if applicable, at the registered offices of the respective Affiliated Companies of MPDV. Should it be objectively necessary to take action at the Client’s business premises, MPDV shall charge the traveling costs, traveling time and expenses incurred as a result.

3.2 MPDV’s contractual maintenance services shall not include, in particular:

- Services which become necessary for the further use of the MPDV Software after a change of hardware, under a different operating system or after a change in the operating environment

- Services which become necessary due to changes in the program code of the MPDV Software by the Client
- Services necessitated by force, interventions or behavior contrary to duty by the Client
- Services that arise in connection with third party software
- Modifications to and expansions of existing and/or running systems and/or programs
- Training and introductory measures.

4 Version- and Release Change

4.1 MPDV creates new versions and releases for certain products during the course of product development. The versions and releases for these products may be created at different times.

4.2 The Client acquires the right to use the new versions and releases of the products of the MPDV Standard software listed in Exhibit 1. This right cannot be claimed for Individual software (Customizing/Enhancements). For Customizings/Enhancements, a version and/or release change must be requested by the Client and ordered separately at extra cost.

4.3 The services required for this, in particular planning, installation, commissioning, training, travel costs, travel times and expenses are not the subject matter of this Contract. If the Client requires such support, MPDV can be commissioned separately to carry out the version or release change.

4.4 Changes to the functions as a result of technical conditions of the new versions and releases, in particular changes to the user interface, for example in the form of adaptations to improve handling (usability), visualization or similar are possible.

4.5 The right to use the new versions and releases can only be claimed if any fees have been duly paid.

5 Obligations and Duties of the Client

5.1 The Client shall specify his support requests to the best of his ability and shall, in particular, follow the technical instructions provided by MPDV when describing, isolating, identifying and reporting faults. This shall also include assistance in generating and providing necessary logs/log files/hard copies. The Client shall use MPDV's checklists. In the event of faults, the Client shall inform MPDV of the detailed circumstances and effects.

5.2 The Client shall report faults as quickly as possible via the appropriate channels as specified in sections 3.1.3 and 3.1.4. The Client shall thereby always report errors in reproducible form or with all technical information recognizable to him that is necessary in order to isolate the exact error and recognize its consequences.

5.3 The Client's employees who contact MPDV must be trained in accordance with the MPDV Education and Training Matrix. This ensures that MPDV has an appropriately qualified contact person. The Client shall cooperate in the fulfillment of the order by MPDV to the extent necessary free of charge, e.g. by providing employees, work rooms, IT systems, data and telecommunication facilities.

5.4 The Client shall establish (remote) online access to the IT systems on which the MPDV Software is installed at his own expense to enable MPDV to provide the maintenance services described in section 3.

5.5 The Client should always install all service packs/updates and security patches provided by MPDV.

5.6 The Client shall be obliged to make regular back-up copies of the programs and data appropriate to the risk.

5.7 Additional services necessitated by the fact that the Client did not immediately report a fault are not covered by the maintenance services. This shall not prejudice the Client's warranty rights.

5.8 During necessary work by MPDV on the Client's premises and during test runs, the Client shall be personally present or shall assign employees to be present who are authorized to assess and decide on faults, function expansions, function reductions and changes to the program structure. If necessary, the Client shall provide test/real data and computer/machine capacities for testing. If necessary, work with the IT system shall be restricted or stopped for the duration of the maintenance work.

5.9 The Client's cooperation obligations are of central importance for the performance of this Contract. The Client shall bear any disadvantages and additional costs resulting from a breach of such obligations. The Client shall be obliged to take all reasonable measures to minimize the damage. If the Client does not fulfill his cooperation obligations accordingly, MPDV may suspend the contractual maintenance services until the Client has sufficiently fulfilled his obligations.

6 Contact Person

The Client shall provide MPDV with an authorized contact person and invoice recipient for all contract-relevant matters, as well as a valid e-mail address to which invoices may be sent. MPDV must be informed immediately and verifiably in the event of a change of contact person or a change in the contact details. MPDV Service Contract Management is the central point of contact for all contract-related matters. If the Client culpably fails to notify MPDV, any resulting disadvantages for the Client shall be borne exclusively by the Client.

7 Remuneration

7.1 Terms of payment, payments and invoicing

7.1.1 The remuneration for the software maintenance, for the right of use and for the escrow agreement is set out in Exhibit 1 to this Contract.

7.1.2 For maintenance services after expiry of the standard maintenance phase, MPDV shall be entitled to demand the surcharges shown in the then current product lifecycle matrix.

7.1.3 The remuneration shall be paid in advance without deduction for the entire

period of performance, due ten (10) calendar days after the invoice date.

7.1.4 Invoices shall be sent electronically by e-mail.

7.1.5 The performance period shall be the calendar year in each case. If the start of the Contract falls on a date other than the start of a calendar year, the first payment shall be calculated on a pro rata basis.

7.1.6 All indicated prices are net prices exclusive of the statutory turnover tax or value-added tax, sales tax or comparable taxes. Any further taxes and/or duties due shall be borne by the Client. Furthermore, MPDV and Client are essentially solely responsible for the earnings taxes based on their income.

7.1.7 Objections due to incorrectness or incompleteness of an invoice must be raised by the Client in text form not later than thirty (30) calendar days after receipt of the invoice. Failure to raise objections in due time shall be deemed to be approval of the invoice.

7.1.8 The Client shall be obliged to immediately notify MPDV in writing of any chain transactions.

7.1.9 It is refutably presumed that the invoice has been received by the Client three (3) calendar days after the date of submission.

7.1.10 The Client shall be entitled to services under this Contract only when due payment has been made in full. MPDV may assert a right to refuse performance under this contractual relationship if other payments are still outstanding. The right to refuse performance shall not apply if this would result in an unreasonable disproportion. The Parties agree that this Software Maintenance Contract is economically connected to further service contracts relating to the software to be maintained.

7.1.11 If additional MPDV software is delivered for the Client's system, the remuneration shall be adjusted accordingly and calculated from the day of delivery. MPDV shall then send the Client an updated Exhibit 1 to this Contract.

7.2 Adjustment

MPDV may change the remuneration for the maintenance with a notice period of two (2) months with effect from the beginning of a calendar year in each case by means of a written adjustment declaration to the Client at its discretion in compliance with the following principles:

7.2.1 MPDV may change the remuneration by no more than the extent to which the index specified under (7.2.2) below has changed (change framework). If this is the first remuneration adjustment, the change framework shall be determined by the index development between the index level published at the time of conclusion of the Contract and the index level last published at the time of the adjustment declaration. If a remuneration adjustment has been made at an earlier time, the change framework shall be determined by the index development between the index level last published at the time of the previous adjustment declaration and the index level last published at the time of the new adjustment declaration.

7.2.2 The index of the average gross monthly earnings in respect to Germany, quarters, economic sectors, specifically "Code 62361-0016; Reihe WZ08-62", currently published by the Federal Statistical Office within the so called GENESIS-Online Database shall be used as the basis for determining the change framework. Should this aforementioned index no longer be published, the index published by the Federal Statistical Office which most closely reflects the aforementioned index shall form the basis for the determination of the change framework.

7.2.3 If the Client does not terminate this Software Maintenance Contract with effect from the end of the calendar year within two (2) weeks of receipt of the adjustment declaration (special right of termination), the new remuneration shall be deemed to have been agreed. MPDV shall point this out in the adjustment declaration.

8 Unjustified Error Reports

If MPDV provides services for localization or remedying of errors without being obliged to do so, the expenses for the localization as well as for the services of MPDV for the remedying the error shall be borne by the Client. This shall apply in particular if there was no maintenance case as defined by this Contract, or if the error cannot be attributed to MPDV, or if the MPDV software is not used in accordance with the documentation. In particular, the additional expenses incurred by MPDV in the remedying of errors because the Client has not properly fulfilled his obligations to cooperate, has operated the MPDV Software improperly or has not carried out or used services classified by MPDV as necessary shall also be remunerated.

9 Escrow Agreement

If the Parties agree that, in addition to this Software Maintenance Contract, an agreement on the deposit of software for surrender to the Client in the event of the occurrence of certain events ("Escrow Agreement") shall be concluded and thus becomes part of the Software Maintenance Contract, the following shall apply:

9.1 Subject of the Escrow Agreement is the deposit of software by MPDV with an escrow provider designated by MPDV and the obligation of the escrow provider to surrender software to the Client upon the occurrence of certain events in accordance with the Escrow Agreement documents referred to below.

9.2 The specific software deposited is set out in the Escrow Agreement documents.

9.3 The Escrow Agreement is governed by the provisions of the Escrow Agreement documents attached to this Software Maintenance Contract. This is a tripartite agreement between MPDV, the Client and the escrow provider.

9.4 The subject of the Escrow Agreement is not the granting or transfer of rights of use or other intellectual property rights to the MPDV Software or parts thereof to the Client. In the event of surrender, the Client may use the product booked or acquired by him exclusively to the extent defined by the license granted to him and for the duration specified in the license (if a time restriction is provided for in the license). No further use is permitted. The use of MPDV Software elements and functions which have not been booked or acquired by the Client shall not be

permitted even in the event of surrender by the escrow provider; no additional rights of use are granted. The surrender within the scope of the Escrow Agreement serves exclusively to enable the continued use of the booked or acquired product in accordance with the license.

9.5 The Escrow Agreement shall not have as its subject any agreements on warranty and updates going beyond those concluded between MPDV and the Client.

9.6 The fees of the escrow provider for the escrow shall be charged to MPDV. Any costs and fees incurred by the escrow provider in the event of surrender shall be borne by the Client in accordance with the provisions of the attached Escrow Agreement documents. The costs for the surrender shall be based on the escrow provider's fee table.

9.7 The Escrow Agreement shall end, even without requiring a separate termination, upon termination of the Software Maintenance Contract. From this point in time, the Client shall in particular no longer be entitled to demand the surrender of MPDV Software from the escrow provider. The Client shall be obliged to confirm the end of the Software Maintenance Contract to the escrow provider immediately upon request.

9.8 If the Escrow Agreement with the escrow provider is terminated during the term of the Software Maintenance Contract – irrespective of the legal grounds – MPDV shall be obliged to continue the escrow with another escrow provider and, when concluding the new escrow agreement, shall observe the essential provisions and the spirit of the escrow agreement in force at the time of signing the Contract.

10 Liability, Limitation of the Liability Sum

10.1 MPDV shall not be liable for damage or increases in damage resulting from the fact that the Client has not fulfilled, has been late in fulfilling or has insufficiently fulfilled the obligations and duties arising out of this Contract. Such damage or increases in damage shall include in particular, but are not limited to, damage due to delayed, incorrect or incomplete error reporting, granting of access rights or/and provision of information required for error analysis and correction or an error report by a non-qualified person in the sense of clause 5.3 of this Contract. MPDV's liability, irrespective of the legal grounds, shall otherwise be subject exclusively to the following provisions.

10.2 MPDV shall only be liable in cases of intent and gross negligence. MPDV shall be liable for minor negligence only in case of violation of an essential contractual obligation whose fulfillment is a fundamental prerequisite for the proper implementation of the contract in the first place and whose fulfillment the Client may normally expect (cardinal obligation). MPDV shall thereby only be liable for foreseeable damage whose occurrence must typically be expected in the context of the software provision.

10.3 The liability of MPDV for the breach of cardinal obligations due to simple negligence referred to in clause 10.2 sentence 2 shall be limited as follows:

10.3.1 Economic prerequisite for the conclusion of the Contract: MPDV markets software solutions in the field of digital industrial production that can be used in a wide variety of technical environments and industries as well as in customer-specific implementation depth, as a result of which uniform risk management is not possible. At the same time, the Client has consciously opted for a pricing model based on standard rates and standard contractual terms of MPDV that makes it possible for him to use the software commercially in the first place. However, an individualized liability calculation on the part of MPDV cannot be taken into account. In order to nevertheless make such a contractual agreement possible, the liability of MPDV must be limited to an amount that ensures the equivalence relationship between services and risks. The Client shall be responsible for checking and arranging any insurance policies for damages in excess of this.

10.3.2 The liability of MPDV for the breach of cardinal obligations due to simple negligence referred to in clause 10.2 sentence 2 shall be limited as follows: The liability in the cases of clause 10.2 shall be limited within the scope of the economic equivalent interest to three times the contractually agreed annual net maintenance fee attributable to the system or respective system part affected by the breach of duty. If, in individual cases, the specific amount of the maintenance fee for the affected system or the affected system part cannot be derived from the contractual agreements, the liability limitation shall be calculated on a pro rata basis by dividing the total amount of the maintenance fee under the maintenance agreement by the number of Client's systems or system parts covered by the Software Maintenance Contract. Three times this amount shall then apply as a limitation of liability between the Parties in the cases mentioned. The limitation of liability shall apply per case of damage, whereby ongoing damage due to the same cause of damage shall also be deemed to be one case of damage.

10.4 This limitation of liability shall also apply accordingly to loss of profits and savings. Liability for other remote consequential damage caused by a fault shall be excluded.

10.5 The limitation of MPDV's liability shall not apply in the case of damage to life, limb and/or health and in the case of liability under the Product Liability Act.

10.6 MPDV shall furthermore not be liable for disruption in and/or loss of quality of the data transmission on the Internet for which MPDV is not responsible, and which impedes or prevents the use of functions of web-based services or of other Internet-based services.

10.7 The liability for loss of data shall be limited to the typical recovery costs that would have occurred if backup copies had been regularly made by the Client in accordance with the risk.

10.8 Insofar as MPDV's liability is excluded or limited, this shall also extend to the liability of the employees, other staff, representatives and vicarious agents of MPDV.

11 Confidentiality

Both Contract Parties shall treat the provisions of the Software Maintenance Contract, in particular the prices contained therein, confidentially.

12 Data Protection

The final provisions on the data protection obligations of the Contract Parties within the scope of possible contract data processing (in particular within the scope of maintenance services or the elimination of errors within the scope of the software provision) result from the contract data processing agreement to be concluded separately.

13 Contract Term, Termination

13.1 The Contract shall commence upon delivery of the software and shall be concluded for an indefinite period.

13.2 Either Party may terminate the Contract at any time with three (3) months' notice to the end of any month without stating reasons in writing as defined by section 126 (1) of the German Civil Code (BGB). This shall not prejudice the right to extraordinary termination. MPDV shall have the right to extraordinary termination in particular if the Client is more than one month in arrears with payment of the remuneration.

13.3 The Software Maintenance Contract may only be terminated for the entire software inventory listed in Exhibit 1.

14 Final Provisions

14.1 Limitation period

Limitation periods shall commence at the statutory commencement of the limitation period and shall run for one (1) year, unless claims are asserted on the basis of a guarantee or on the basis of damage to life, limb or health, or due to a grossly negligent or intentional breach of an obligation.

14.2 Warranty in the case of software deliveries within the scope of software maintenance

Should material defects or defects of title be established within the scope of software maintenance and these are the subject of warranty rights, the statutory warranty shall be limited to one year.

14.3 Non-solicitation

The Client shall undertake not to directly or indirectly headhunt or poach any employee of MPDV or its Affiliated Companies for a period of two (2) years after termination of the cooperation with MPDV. For each case of a breach of this obligation, the Client shall pay compensation to MPDV in the amount of four (4) months' salary of the headhunted employee. This amount shall be based on the average monthly salary for the calendar year immediately preceding the termination of the employment contract.

14.4 Assignment

The assignment of rights and obligations under this Contract by the Client or MPDV to a third party shall essentially require the prior written consent of the other Party.

14.5 Severability Clause

Should individual provisions of this contract be or become invalid or not fully regulated, this shall not affect the legal validity of the remaining provisions. The invalid provision shall then be replaced or the loophole in the contract filled by an appropriate provision coming as close as possible to the original intention of the contract parties.

14.6 Place of Jurisdiction and Choice of Law

Insofar as the Client is a business person, the place of jurisdiction for all disputes arising out of or in conjunction with this contract shall be 74821 Mosbach, Germany. The Parties agree that with regard to all legal relationships arising out of or in conjunction with this contractual relationship, the law of the Federal Republic of Germany shall apply to the exclusion of the conflict of laws.

Attachment

1 Definitions for MPDV Products

- 1.1 "MPDV Software" shall be understood as all (i) standard software product and individual software products (customizing/enhancement) and the associated documentation developed for or by the MPDV Group or its Affiliated Companies, and new versions thereof that have been or will be provided to the Client in the course of contract initiation and execution, including subsequent performance and maintenance, (ii) objects, work results and information (in particular versions, releases, updates, patches, corrections) of standard and individual software and (iii) complete or partial copies thereof.
- 1.2 "Inventory" shall be understood as all MPDV Software purchased by the Client from MPDV.
- 1.3 "Documentation" shall be understood as the MPDV documentation or the Affiliated Companies documentation belonging to the MPDV Software made available to the Client together with the MPDV Software.
- 1.4 "Standard software" shall be understood as the software modules developed by the MPDV or its Affiliated Companies that cover a clearly defined range of functions and that can be purchased as prefabricated products from an MPDV product catalog.
- 1.5 "Individual software" ("customizing/enhancement") shall be understood as (i) the customer-specific parameterization created by MPDV and/or (ii) the influencing of the system behavior beyond this by means of various tools and mechanisms.
- 1.6 "Modification" shall be understood as any reworking of the MPDV Software by the Client or a third party for the Client within the meaning of section 69 c No. 2 German Copyright Act (UrhG), such as changes to the delivered source code or the delivered metadata.
- 1.7 "Product" shall be understood as the smallest compilation of MPDV Software.
- 1.8 "Version" or "product version" shall be understood as a defined and released development status of the MPDV Software with all the associated releases/product releases. Examples: HYDRA 7, HYDRA 8 and HYDRA X and MES Weaver 3.x and 4.x are different versions.
- 1.9 "Release / product release" shall be understood as a defined and released development status of an MPDV product with all the associated software components. Examples: MES Weaver 3.0 and 3.1 and BDE 8.1, 8.2 and 8.3 are different releases.
- 1.10 "Version change" shall be understood as the change to a new product version. A version change can be recognized from the fact that the version number before the dot changes. Version changes include fundamental changes (for example, technology changes) that usually necessitate a complete reinstallation of the system. This is usually also associated with a change in the underlying infrastructure (operating system/database).
- 1.11 "Product upgrade" (release change) shall be understood as the change to a new product release within a product version. In the case of a product upgrade, the version number after the dot changes. Product upgrades are typically installed in the existing system and only affect a self-contained area of the overall system. A change to the underlying infrastructure is usually not necessary.
- 1.12 "External software" / "third-party software" shall be understood as (i) all software products and the related documentation as well as content to which the Client acquires rights of use under the Software Maintenance Contract but which have been developed by companies other than MPDV or its Affiliates and do not constitute MPDV Software (see definition above); (ii) all new versions (in particular versions, releases, updates, patches, corrections) of the software referred to under (i) which are made available to the Client in execution of the Software Maintenance Contract, and (iii) all complete or partial copies thereof. (iv) "External software" / "third-party software" shall also be understood as all products and related documentation as well as content not developed by MPDV or its Affiliated Companies.

2 Definitions for MPDV Support

- 2.1 "Exhibit 1" means a list of the complete inventory of MPDV Software of the respective Client, as well as individual agreements additionally concluded between the Parties.
- 2.2 "System" means the entirety of the MPDV Software (inventory) installed and interrelated on a computer system that can be considered separately from its environment and used by a Client.
- 2.3 "Productive system" means a system environment in which the licensed MPDV Software is executed and which is regularly used by the Client as part of his business processes.
- 2.4 "Test system" means a system environment that is not actively used in the sense of a productive system. Examples for the intended use of such a test system are, for example, testing, training or developments.
- 2.5 "Software maintenance" means on the one hand maintenance of the software in the form of simple further development and remedying of errors in the software, and on the other hand the agreed support in the form of ticket-based services for the systems specified in the respective maintenance or rental agreement.
- 2.6 "Maintenance" within the meaning of this Contract always means software maintenance.

- 2.7 "Last customer shipment" means the time of the last regular delivery of an MPDV product to the Client.
- 2.8 "Standard maintenance" means the first maintenance phase for a product. Standard maintenance begins with the delivery of the respective product and is guaranteed for a minimum period of three (3) years (end of standard maintenance). The three-year period begins with the last customer shipment.
- 2.9 "Extended maintenance" means the second maintenance phase for a product. The extended maintenance phase begins after the end of the standard maintenance phase and has a period of twelve (12) months.
- 2.10 "Continuous maintenance" means the third maintenance phase for a product. The continuous maintenance phase begins after the extended maintenance phase. The continuous maintenance phase has an unlimited term. MPDV may terminate the continuous maintenance phase if the provision of the required IT infrastructure is no longer possible due to technical or organizational constraints. Termination is possible, for example, if support for operating systems or databases is no longer provided by the manufacturer.
- 2.11 "Support case" means a request for support by a Client in connection with the MPDV Software that is the subject matter of the Contract. The customary market terms incident, issue, call, support call, request, problem and service request are used equivalently. Each support case is recorded in the internal MPDV Support database and identified by a unique call number.
- 2.12 "Error" means a deviation in the behavior of the MPDV software from the documentation, taking into account the hardware/software recommendations from MPDV, insofar as MPDV is responsible for this deviation. The customary market terms and expressions "error", "fault", "program error" and "software error" are used equivalently.
- 2.13 "MPDV Hotline" means the point of contact that receives Client inquiries (acceptance of support cases) via telephone, fax, e-mail and web portal and documents them in the MPDV support database. It transmits information to the Client or obtains information from the Client. The MPDV Hotline is furthermore responsible for dispatching updates.
- 2.14 "First Level Support" means the instance at MPDV responsible for obtaining further necessary information. The First Level Support carries out the initial analysis and resolves simple Client inquiries through training, know-how, documentation or support services.
- 2.15 "Second Level Support" means the instance at MPDV responsible for the detailed analysis of Client inquiries and which supports the user by providing assistance on configuration issues. The Second Level Support checks the system configuration together with the Client and carries out an application check.
- 2.16 "Third Level Support" means the instance at MPDV responsible for following up problem cases and performing software analysis of log/trace files. As part of the Third Level Support, the MPDV Software Development department rectifies reconstructable software errors and creates updates and service packs.
- 2.17 "Service pack" means the compilation of several updates / patches / corrections / error corrections to update the MPDV Software. Service packs offer the advantage that many of these updates can be installed with a single installation. In the process, multiple changes can be carried out in the background. In some cases, new features are also realized with service packs. Therefore in addition to error corrections, a service pack can also contain functional enhancements or product improvements as in an update. A service pack is usually not cumulative and therefore does not contain all updates since the main version. All previous service packs must have been installed in order to reach the current service pack level.
- 2.18 "Update" means a bug-fixed program version with the same scope, i.e. within a version or release. Updates generally correct only a single error or fault. The customary market terms and expressions "patch", "update version", "correction" and "error correction" are used equivalently.
- 2.19 "Security Patch" means a specific update that serves the purpose of increasing security, eliminating vulnerabilities or closing a security gap.

3 General definitions

- 3.1 "Working days" are the weekdays from Monday to Friday, excluding weekdays falling on 1st of January, Good Friday, 1st of May, 24th, 25th, 26th and 31st of December.
- 3.2 "Support times" are the times on working days from Monday to Thursday from 8:00 a.m. to 5:30 p.m. (CET or CEST) and Friday from 8:00 a.m. to 4:30 p.m. (CET or CEST) during which support requests are processed by MPDV Support. The support times may vary insofar as the Parties have agreed on this separately.
- 3.3 "Written form" also means the text form, in particular also by e-mail, fax, etc. Transmission in text form, in particular by e-mail, shall also be sufficient to comply with the requirement for the written form.
- 3.4 "Confidential information" means all information which MPDV or its Affiliated Companies or the Client protect against unrestricted disclosure to third parties or which, according to the circumstances of the disclosure or its content, is to be regarded as confidential. In any case, the following information shall be deemed to be confidential information of MPDV: All MPDV software, programs, tools, data or other materials that MPDV makes available to the Client pre-contractually or on the basis of the Software Maintenance Contract.
- 3.5 "Affiliated Companies" within the meaning of this Contract are companies affiliated within the meaning of sections 15 ff. German Stock Corporation Act (AktG).