

1. Subject of Contract

AGENTPP will provide support and maintenance services (hereafter as a whole referred to as "Support") to the customer that serve to preserve or reobtain the operability of the AGENTPP software (hereafter "Products") licensed to the customer. The Support is provided according to the following standard agreement.

Standard agreements of the customer do not apply even if the customer refers to them in the customer's standard order form or in other context related to the customer's order and/or AGENTPP does not explicitly revoke these agreements.

2. Accomplishment

Unless otherwise agreed, the contract is accomplished when the customer accepts the offer provided by AGENTPP or when the customer uses the Support.

3. Prerequisites

3.1 The customer has to have available the latest system software and application software releases recommended by AGENTPP in order to get Support.

3.2 The customer additionally needs to have effectively licensed the software for which Support is requested and the customer has to fulfil the minimum system requirements documented for the licensed software.

4. Services by AGENTPP

4.1 Content and scope of the Support services are defined by the service description addendum.

4.2 AGENTPP takes care that all Support services are properly provided by appropriately qualified personnel with appropriate accuracy.

4.3 Support services include the technical consultancy of the

customer. The contractual Support services comprise E-mail/Web-based support for so called "incidents". AGENTPP provides a an E-mail address (support@agentpp.com) and an issue tracking system (<https://support.snmp.app>) to report incidents. Incidents may contain requests for enhancements, technical support, or correction of the licensed software, which may arise through the use of the software by the customer.

4.4 AGENTPP may at any time commission a third party to provide Support without prior agreement from the customer.

4.5 Maintenance services comprise the software product delivery or extension for the customer. AGENTPP, within the context of its Support services, provides different releases of its software products and informs the customer of such releases.

Enhancement requests are verified during its normal product verification cycles. AGENTPP is though not obliged to incorporate requested enhancements or modifications.

4.6 Unless otherwise agreed, AGENTPP grants for Support services comprising the delivery of software products a non-exclusive license to use the product which equals the license initially granted to the customer.

4.7 If the customer informs AGENTPP within one month after a Support service has been provided that this service was faulty because of missing accuracy or proper implementation, then AGENTPP will repair this service or provide a reparation for the faulty service.

4.8 AGENTPP has the right to change its Support services from time to time provided that the customer does not object to these changes in written form within one month after the customer has been notified by AGENTPP about these changes. Otherwise, AGENTPP will provide the Support services unchanged.

5. Consultancy Services

AGENTPP is willing to provide consultancy and educational services to the customer that are beyond the scope of the Support services. Prices and conditions for such services are defined by other standard agreements.

6. Customer Obligations

6.1 To ensure a fast and effective processing of incidents, the customer should always provide the contract number with any incident report send by E-mail.

6.2 The customer has to deploy appropriately qualified personnel for the software products licensed from AGENTPP.

6.3 The customer nominates a staff member (hereafter "Authorized Contact Person") who is able to provide information necessary to execute this contract and who is able to make or induce decisions. All requests from the customer need to be made from this Authorized Contact Person. If there is a need to release software patches for error correction in the context of this Support contract then only the nominated person will get those patches. The customer may at any time replace the nominated person by another one provided that AGENTPP is notified in writing about this change.

6.4 The customer is obligated to protect individual-related information before the Support services begin in order to prevent unintended access to this information by AGENTPP.

6.5 The customer has to inform AGENTPP promptly about program errors and other circumstances that require Support services.

7. Exclusion

7.1 Resolving software bugs, malfunctions, and damages caused by inappropriate usage by the customer, by effects of a third party, or by Acts of

God are not subject-matter of this contract. The same applies for malfunctions and damages caused by environmental conditions at the usage site, by non-existing or defective power supply, faulty hardware, or caused by other effects that are outside AGENTPP's sphere of responsibility.

7.2 AGENTPP does not provide Support for customer's modifications of the Products, and for third-party products bundled with or integrated in AGENTPP Products.

7.3 The Support services for a Product are defined by the Product's lifecycle. After end of a Product's lifecycle, AGENTPP may finally end Support for that product after prior announcement.

8. Prices and Payment

8.1 The commission for the Support service is - unless otherwise agreed - an annual fee paid in advance. The fee results from the quote, the corresponding order confirmation or the actual price list.

8.2 AGENTPP's receivables are due promptly and payable strictly net within 30 days. All prices are subject to VAT at the rate ruling at time of supply.

8.3 AGENTPP may change the commission for the Support at the beginning of each new contract year. AGENTPP will notify the customer of such changes 60 days before the end of the contract year.

8.4 If the customer extends the licenses of the Products to support then the commission for the so extended Support service is adapted accordingly.

8.5 If the customer does not use or does not fully use the Support services of AGENTPP then the customer has no right to get a refund for the not taken up services.

9. Validity & Termination

9.1 The contract becomes effective by signature for the duration of one year.

9.2 If a contract is extended then the prices valid at the day of extension are taken into account.

9.3 This contract automatically expires after one year unless the customer orders an extension at least two weeks before the contract's expiration.

10. Liability

10.1 AGENTPP is liable for gross negligence, wilful default, and for personal injury as well as for imperative liability by law.

10.2 Unless AGENTPP is not liable by §10.1, AGENTPP's liability for damages not caused by gross negligence or wilful default are limited to the following and apply also for representatives and auxiliary persons providing Support services for AGENTPP to the customer:

10.3 The liability for damages caused by breaching essential contractual obligation is limited to damages that are typical and foreseeable for the contract matter and is limited to the amount of damage that is the typically foreseeable amount of such damages. Any liability for breaching of non-essential contractual obligations is excluded. In any case is the liability limited to the commission paid for this Support contract.

10.4 The customer is obligated to backup the customer's data at reasonable intervals - at least once a day. Breaching this obligation implies joint guilt on causing the damage.

11. Nondisclosure

The Products are confidential in nature. The customer takes all reasonable steps to ensure that no unauthorized persons shall have access to the Product and that all authorized persons hav-

ing access to the Product shall refrain from any such disclosure, duplication or reproduction except to the extent of the customer's rights given by the Products license agreement.

12. Applicable Law

This agreement shall be deemed to have been made in, and shall be construed pursuant to, the laws of Germany, without reference to conflicts of laws principles. All controversies and disputes arising out of or relating to this agreement shall be submitted to the exclusive jurisdiction of Esslingen am Neckar, Germany, as long as the customer is deemed to be a merchant (as defined by Handelsgesetzbuch, §1-7). The United Nations Convention on Contracts for the International Sale of Goods is specifically disclaimed.

13. Final Provisions

13.1 Modifications and extensions to this agreement are effective only if agreed after this contract has been concluded and if signed by AGENTPP. Statements in any other written correspondence oblige AGENTPP only if AGENTPP accepted those statements explicitly in written form. The requirement of written form for legal validity can be canceled in written form only.

13.2 In case a provision of this agreement is invalid or unfeasible or will become invalid or unfeasible then the other provisions of this agreement are not affected in their effectiveness. In such a case the invalid or unfeasible provision shall be replaced by an effective provision that most closely meets the beneficial goals of the agreement. The same applies if the agreement contains a loophole.