

## CONTRACT OF SERVICE AND MAINTENANCE

between **C.A.T.S. Software GmbH** and the licensee

,.....

**name, country and city**

**according to the standard business conditions of the C.A.T.S. Software GmbH**

### 1. SCOPE

For service and maintenance provided by C.A.T.S. Software GmbH, hereinafter referred to as C.A.T.S., shall apply solely the present General Terms and Conditions for Service and Maintenance.

The services provided hereunder are laid down in the respective Services Description and License Specification.

Technical assistance is provided during normal C.A.T.S. office hours, Mondays to Fridays from 8:00 – 12:00 a.m. and from 13:00 – 16:00 o'clock, except 24<sup>th</sup> and 31<sup>st</sup> December, and special closing days to be stipulated and announced in advance.

### 2. LEGAL PREREQUISITES FOR THE PROVISION OF SUPPORT SERVICES

C.A.T.S. may refuse to provide support services for products for which the licensee does not hold a valid license.

The licensee has to make sure that the necessary system requirements concerning hardware, software and operating system are fulfilled.

### 3. PLACE OF SERVICES PROVISION

All services are provided for either by C.A.T.S. headquarters in Darmstadt, by one of its branch offices or by a local sales agent or designated partner.

Services commissioned and rendered at the licensee's premises are charged according to the actual services price list.

#### **4. CO-OPERATION OF LICENSEE**

The licensee agrees to grant C.A.T.S. the necessary help and assistance, free of charge, needed to guarantee that the services to be provided hereunder can be duly fulfilled.

The licensee will therefore agree to:

- a. Designate a contact person from the date on which the contract is signed. This person is authorized to perform installations and configurations which are essential for the company-specific appliance of C.A.T.S. Software.
- b. That only trained user are entitled to support by telephone. Standard training is not rendered by support staff via telephone, but will be offered separately if requested.
- c. Notify C.A.T.S. about any error messages or failure descriptions without delay, if relevant in connection with service and maintenance of C.A.T.S. products.

#### **5. SERVICE AND MAINTENANCE**

The provision of service and maintenance is subject to appropriate system configuration installed with the licensee. The recommended configuration for C.A.T.S. Software is specified in the relevant brochures and on the internet.

#### **6. EXCLUSIONS**

Should any of the following conditions apply, corrective action resulting from these conditions is not included in the Service Contract:

- a. Unauthorized alteration of the configuration or its constituent parts carried out by the licensee or other third parties, or disregard of the operating conditions specified by the manufacturer,
- b. Interface incompatibilities with second tier products,
- c. If the products to be serviced are put into use or operated by the licensee not according to manufacturer's instructions,
- d. Defaults caused due to power failures or force majeure.

#### **7. PROVISION OF SERVICES**

The services hereunder are provided for by C.A.T.S. or a third party designated by C.A.T.S. The services are rendered according to the best of C.A.T.S.' or their representatives' knowledge. The scope, type and place of services to be provided is stipulated in the Services Description and the License Specification.

## **8. NON-PROVISION OF SERVICES OR OMISSION**

Should C.A.T.S. not meet the stipulated scope of services or should C.A.T.S. not fulfill its obligation to deliver the services after stipulation of a reasonable time frame for corrective action, the customer is entitled to dissolve the contract immediately.

C.A.T.S. holds the right to withhold its services for as long as the licensee does not meet his contractual obligations or his obligation to pay for the services.

## **9. DURATION**

The contract takes effect from the date indicated in the License Specification and is valid for at least four quarters.

Both parties are entitled to end the present agreement at three months' notice before the end of the relevant date from which the contract was signed. Otherwise the contract is renewed automatically for one year. Termination of the contract must be made in written form.

## **10. LIABILITY**

C.A.T.S. is liable for any defects or failures vis-à-vis the customer if originated by C.A.T.S. or its legal representatives due to gross negligence or deliberate action, irrespective of the legal reason.

C.A.T.S. will be held responsible for breach of trade or business secrets through gross negligence only in cases in which C.A.T.S. has been previously informed about the secret nature of the information confided to them.

## **11. PRICES, PRICE ALIGNMENTS AND PAYMENTS**

The prices in the License Specification attached to the Service Contract are monthly prices. The amounts must be paid quarterly in advance, at the first day of each quarter, however not later than 10 days following that date. The license specification lists the licensed programmes; additions or changes will be listed accordingly.

C.A.T.S. reserves the right to align the service prices at reasonable prior notice. In such a case the licensee holds the right to terminate the contract by the end of the actual quarter. In case of notice the licensee will pay the hitherto valid prices until the end of Contract. The increase in price is deemed approved if C.A.T.S. does not receive notice within 14 days after informing the licensee.

Since the monthly prices listed in the License Specification are net prices..

If costs are incurred for services not stated in the Services Description or License Specification, such costs will be invoiced according to the actual pricelist after the order has been placed in written form.

**12. SPECIFICATION OF SERVICES**

The software maintenance has the purpose of keeping up to date the software of C.A.T.S. Software GmbH, and to solve and avoid the problems of the user, under the premise the software has been installed according to directions. To this purpose C.A.T.S. renders services as follows:

- a. The software to be maintained will be updated about once a year by delivery of updates (new versions) and corrections. New versions with substantial changes will be delivered with corresponding descriptions automatically and online. Corrections which serve problem-solving are provided according to demand and are exempt from charges.
- b. On-the-spot support is not covered by this contract. Should the licensee be in need of such services, he has to commission them with C.A.T.S. separately.
- c. Should problems occur with the software, C.A.T.S. will support the customer via telephone or online in order to identify, verify and eliminate these problems.
- d. Should problems occur with the software, the customer can contact the technical support with the error report. C.A.T.S. will confirm receipt of the latter and, within a response time of four hours, will commence with problem solving.

**13. MISCELLANEOUS**

All agreements must be made in written form. The licensee holds an exclusive and unassignable right of use of all documents handed over to him within the framework of this contract. Assignments of claim to third parties are not admissible. The assertion of rights of detention or the clearing of debts against claims is not admissible either, unless such rights have been legally established and acknowledged in written form by C.A.T.S.

Should any of the provisions in the contract become void, both parties agree to replace such provisions against a stipulation that is of equal or similar economic value than the previous one. Otherwise the General Terms and Conditions apply.

For any issues arising from the present contract and its execution only German jurisdiction is applicable. Court of jurisdiction is Darmstadt, if the customer is a qualified merchant, a legal person under public law or a special fund under public law. C.A.T.S. has also the right to take legal action at the customer's headquarters.

**14. Signing of Contract**

Both contracting parties agree to the above listed conditions of contract.

Darmstadt, .....  
date

....., .....  
place, date

.....  
Signature C.A.T.S. Software GmbH

.....  
Signature contract partner