

Apparo's General Terms and Conditions for support (GTC Support)

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1 Subject matter and conclusion of the contract

These Terms and Conditions of the Apparo Sueddeutschland GmbH (hereinafter referred to as "Apparo") for software support regulate the acquisition of Software Maintenance / Support (hereinafter referred to as "Support") by the customer and define the contents of the support.

1.1 Subject of the support

- (1) Troubleshooting the product Apparo Fast Edit, unless this is due in respect of liability for defects
- (2) Clarification of installations issues/questions via phone / email / remote access
- (3) Clarification of questions concerning the operation and general procedure that have no consulting character via phone / email / remote access
- (4) Usage/access of current versions of Apparo Fast Edit incl. updates / upgrades via Apparo Download Area including update releases

1.2 Excluding support

- (1) for the design and development of Business Cases
- (2) for the use of programs outside the specified operating environment, or
- (3) for errors that are caused by third party products
- (4) on customer side / customer office

1.3 The support expects

- (1) A contact at customer side that have already been incorporated into the product and where the product documentation is known.
- (2) A cooperative approach to solve the issue as quickly as possible.

A support contract begins with an order form signed by the customer and Apparo or a written order from the customer. The date of conclusion of the contract shall be the day on which the contract is signed by the customer and received at Apparo.

2 Contract renewal

The contract is valid for one year and will be automatically renewed if there is no cancellation 2 months before contract end.

3 Prioritization of program errors

Detected errors in a production environment: Highest prioritization	The development begins immediately after the Apparo is informed with the correction of the error. A new build is delivered directly afterwards.
Detected errors in a test environment: Medium prioritization	Troubleshooting within 10 working days, if no technical complications that lead to delays. A new build is delivered directly afterwards.
Errors detected in a development environment: Low prioritization	The fix will be included in the next fix version. Fix versions are delivered in a 3-week time interval.

The following operating times are to be agreed:

9 am - 4 pm Central European Time (CET), on weekdays

Use the following e-mail address for the Apparo support service: support@apparo.solutions

Acquisition of support over an Apparo partner

The following condition applies only if the customer enters into a contract not directly via Apparo:

Apparo has closed agreements with certain partners ("Apparo Partners") for the marketing and support for different products and services.

If an Apparo Partner sells products and services of the Apparo, the terms of the agreement concluded between the parties apply exclusively to the relationship between customer and Apparo. Apparo is not responsible for the business practices of the Apparo partner or for any promises that is made towards the customer or for products and services offered by the Apparo partner under their own agreements.

Acquisition of support directly from Apparo

- (1) If not agreed otherwise, the fees for the annual support will be billed in advance.
- (2) Invoiced amounts are payable as specified in the invoice, at the latest after 1 month. The customer agrees to pay the bill amounts on time; otherwise Apparo may charge interest at the legal rate.
- (3) The fees specified in the transaction document are - unless agreed otherwise - net prices exclusive of VAT. The sales tax will be charged with sales tax rate applicable at the time of the service provision.
- (4) The customer agrees to grant Apparo sufficient, free, and safe access to your facilities and systems.

Liability

If Apparo or a legal representative is guilty of injuring an essential contractual obligation ("cardinal obligation"), the liability is limited to the contract-typical, foreseeable damage - limited in the amount of the total investment of this contract work or the relevant (total) order volume.

Exclusion or limitation of liability shall not apply to injury to life, body or health, and for other damages resulting from intentional or grossly negligent breach of duty. It also does not apply to the liability under the German Product Liability Act or on the assumption of a guarantee or a warranty or fraudulent concealment.

Liability for indirect damage, such as additional expense, downtime or lost profits due to faulty goods or services is excluded, unless the *caused by intent or gross negligence*.

The liability for data loss is limited to the typical restoration costs that would have been incurred by the contracting authority with regular risk data backup.

Contract Changes

Apparo may change the terms of these terms of service for assistance within three (3) months by a written notice by mail or e-mail. The customer receives the change notification directly from Apparo or from an Apparo partner. Such contract changes are not retroactive. They shall take effect only with the consent of the customer from the date specified in the notification and apply only to new orders for support.

4 Cancellation and withdrawal

The customer and Apparo may terminate this agreement if the other party of its contractual obligations - even after granting a reasonable grace period - not met. Apparo is entitled to terminate the contract, in particular if the customer does not comply with the agreed license terms. In case of minor breaches of contract termination is excluded.

5 General

- (1) Supplies and services from Apparo are governed solely by the terms and conditions of Apparo. The validity of customer terms and conditions are expressly rejected.
- (2) Apparo is entitled to engage third parties to provide the agreed services, or parts thereof, but only with the prior written consent of the customer.
- (3) Changes or additions to a contract shall require the consent of both parties and the written form.
- (4) The law of the federal republic of Germany has validity with exclusion of the UN sales law and exclusion of the conflict of laws, court of jurisdiction is the seat of the contractor.
- (5) If any provision or parts are invalid, the remaining provisions and parts of the contract shall remain in force