SVA Software Maintenance Agreement
For company-own software products

Status: January 2013

§1 User Authority Certificate
1.1 User authority for a program is included in SVA’s User Authority Certificate. The measure for extent of this user authority is for example the number of copies, SVC cluster, terabytes or single systems (such as storage systems).
1.2. Together with the customer’s relevant paid invoices or purchase confirmation receipts, this user authority certificate acts as proof of usage permission for the customer.

§2 Validity and Duration
2.1. SVA software maintenance starts effective purchase date of the software licenses and runs until the last day of the respective month in the subsequent year, unless otherwise stipulated in an agreement amendment.
2.2. The reporting date for maintenance extension is the anniversary date, unless otherwise stipulated in an agreement amendment.
2.3. If the agreement is not terminated with a period of notice of one month to the duration end, the maintenance agreement automatically extends itself for one further year. In such a case, SVA would then issue an invoice covering maintenance extension of the last-licensed products on the day the maintenance agreement ends.

The statutory rights to extraordinary termination remain unaffected.

§3 Services
During the validity of the SVA software maintenance agreement for a BVQ program license
3.1. SVA provides the customer, pertaining to availability, the most current versions, releases or updates and authorizes him to use them. Newly developed program modules are not part of the services covered and require an additional license. Downloads are available at https://servicedesk.sva.de.
3.2. The customer obtains support at
a) for general and briefly answerable questions regarding installation and application as well as
b) code related questions.

The support for a specific version or a specific release of a program is only available until SVA or a third party withdraws this respective version or the respective release of the program. Should support be withdrawn, the customer must undertake an upgrade of a supported version or a supported release of the program in order to continue receiving support services.

A 24-hour SVA central hotline is available by phone or email:
Call-Dispatcher (3.9 cent/min.): 0180 11 88 11 88
Service Request E-mail: ServiceDesk@sva.de
Web Portal: http://customercenter.sva.de
SVA Remote Support processes all incidents. A first contact by the SVA Remote Support regarding an incident will occur during office hours (Monday to Friday 8.00 a.m. to 5.00 p.m. excepting federal public holidays) and is guaranteed to take place within 6 hours.

3.4. SVA can request remote access to the customer’s system in order to supply support during the phase of problem root cause identification. The customer remains responsible for adequate protection of his systems and all files included therein, whenever SVA accesses them with his permission.

Without a valid, purchased and paid license, however, the customer is not entitled to the same amount of support:

<table>
<thead>
<tr>
<th>Support by email</th>
<th>Call centre can be contacted</th>
<th>Access to ticket system (incl. SW Download)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Customers with temporary license</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>Customers with demonstration license</td>
<td>No</td>
<td>No</td>
</tr>
<tr>
<td>Demonstration centre</td>
<td>Yes</td>
<td>Yes</td>
</tr>
</tbody>
</table>

Customers with a demo license will be supported by a named SVA technical support employee or service partner and shall receive no access to the.

§4 Exclusion of Benefits
SVA software maintenance is not supplied
4.1. for the application of SVA programs outside of the specified operational environment.
4.2. in the case of errors caused by products for which, under this agreement, SVA cannot be held responsible, e.g. DB2.

§5 Extension, Re-instatement or Termination
5.1. The customer may extend his terminating software maintenance agreement before the date of expiry in concordance with the stipulations of this contract after having received written extension approval (e.g. order receipt, purchase order etc.).
5.2. Software maintenance purchased or extended on the annual target date, i.e. the date of the purchase of the first license may be extended for a further period of 12 or 24.
5.3. Software maintenance, purchased on any other day than the annual target date, can be extended on the next annual target date for a further period of validity of less than 12 months in return for the payment of a pro-rata fee, which extends the period of validity until the next annual target date.
5.4. If the customer prefers not to extend the software maintenance, neither for individual nor for all program licenses but wishes to reinstate the software maintenance services at a later date, it will likely be necessary that he purchases separate SVA software maintenance re-instatement.
5.5. If SVA terminates software maintenance for a specific program, an extension of this software maintenance is no longer possible. If the software maintenance has been extended already before notification of termination, it is at SVA’s discretion to offer continued maintenance until the
end of the respective validity period or guarantees a pro-rata re-
imbursement.

a) If an extension of software maintenance for this
program is no longer possible and

b) for software maintenance extension effectuated
before receipt of termination notice, which SVA has
the discretion of either rendering continued SVA
software maintenance until given validity period, or
the customer receives a pro-rata reimbursement.

§6 Secrecy

6.1. The contract parties are subject to secrecy in all matters
of information received concerning the contract partner
during the time of business cooperation. Aside from
information regarding operational and organizational
structures and procedures, especially for information
and data explicitly named confidential, or unambiguously
recognizable as trade and business secrets, or
respectively those that are marked as such.

6.2. Information excluded from this secrecy obligation is solely
such which, at the time of provision by one of the contract
parties, has already formed part of the lawful property of
the other contract party, such which are self-evident in the
legal sense and such that have been lawfully purchased
by third parties.

6.3. Excluded from this secrecy obligation is furthermore such
information which is legally subject to disclosure, or which
is disclosed to such persons legally bound to
confidentiality. The contract party invoking such exclusion
is subject to provision of proof for the existence of this
exception.

6.4. The parties ensure by means of appropriate contractual
agreement that also their respective employees affected
by the confidentiality obligation be subjected secrecy
according to the regulations stipulated in these terms and
conditions. The same applies if and when, in the scope of
rendering their commissioned services, the parties
subcontract third parties. If requested, the parties shall
provide documented proof of compliance with these
obligations and mutually inform one another, especially in
the case of legal or public authority disclosure duty, and,
so far as this is possible and permitted, of this disclosure
and to support one another in its effectuation.

§7 Federal Data Protection Act

According to §§ 27, 28 BDSG the SVA GmbH is entitled
to save personal data of the principal for purposes of
fulfilling its business requirements, to transmit it
domestically and internationally, to use, modify and delete
it. The data will be stored at SVA GmbH. The principal is
thus informed according to § 33 paragraph 1 BDSG. The
principal may object to the processing and utilization of
data pertaining to his person for advertising, market or
opinion survey purposes according to § 28 paragraph 4
sentence 1. This objection shall be sent to the responsible
authority [SVA GmbH, Borsigstraße 14, 65205
Wiesbaden-Nordenstadt, mail@sva.de].

§8 Warranty and Liability

The general terms and conditions of SVA GmbH for
company-owned software products apply (see relevant
appendix).

§9 Court of Jurisdiction - Other

9.1. This contract is subject to German Law. The regulations
of the UN-Agreement for contracts covering the
international sale of goods (CISG) are not applicable.

9.2. Place of performance and court of jurisdiction for
commercial circulation is Wiesbaden.

9.3. Agreements made by the contract parties that deviate
from the general terms and conditions require the written
form. This applies specifically also to waivers of the
original written form.

9.4. Should one of the above clauses be rendered invalid, the
validity of the remaining others stays unaffected.