

Special Terms and Conditions for Support

of the COSMO CONSULT group of companies

1. Scope of Application

The Special Terms and Conditions for Support shall apply to all contracts or orders for support services and shall apply in this respect in addition to the General Terms and Conditions of COSMO CONSULT ("GTC").

2. Subject of Performance

- 2.1. COSMO CONSULT shall provide the CUSTOMER with the contractual services ("Support Services") relating to the standard software specified therein during the term of the contract and in accordance with the more detailed provisions of the respective order form. The order form also specifies the ordered service level (Digital, Basic or Premium). Service times and response times are also be governed on the order form.
- 2.2. The services are provided on the basis of a service contract. Services under a contract for works are not the subject of the Special Terms and Conditions Support. COSMO CONSULT does not owe any specific result or success beyond the provision of the Support Services.
- 2.3. Individualizations are only the subject of support services if this has been expressly agreed in the order form.
- 2.4. The licensing of standard software and the provision of new versions of standard software are not subject to the Special Terms and

Conditions Support, but are subject to the separate Special Terms and Conditions for Subscription or the Special Terms and Conditions for License Purchase.

- 2.5. Hardware is not subject of these Special Conditions Support.
- 2.6. COSMO CONSULT shall only provide additional services on the basis of individual contracts to be concluded in return for additional remuneration. Unless otherwise agreed, this additional remuneration shall be calculated on a time and material basis in accordance with COSMO CONSULT's current price list.

3. Scope of Services

- 3.1. The content and scope of the Support Services are determined by these Special Conditions for Support and the respective order form.
- 3.2. COSMO CONSULT provides Support Services carefully and professionally, taking into account the generally accepted state of art.
- 3.3. COSMO CONSULT takes over the tracking of reported malfunctions of the software products to the respective responsible product development.
- 3.4. COSMO CONSULT provides a technologically up-to-date infrastructure depending on the selected service level according to the order form, with the help of which the CUSTOMER can establish contact with COSMO CONSULT by telephone or via the Internet and

request Support Services. The prerequisite for the use of this infrastructure is the compatible provision of corresponding technology on the customer side according to the respective specifications of COSMO CONSULT.

- 3.5. Services provided by COSMO CONSULT as a result of operating errors on the part of the CUSTOMER, general service requests and change requests shall be additionally remunerated as additional services.

4. Additional Services

- 4.1. Additional services can be ordered separately in accordance with the order form.

5. Obligation of the CUSTOMER to cooperate at its own Expenses

- 5.1. The CUSTOMER is obliged to report faults in the software products to COSMO CONSULT without delay and to provide COSMO CONSULT with the necessary and relevant information for the elimination of the fault without delay and comprehensively. If the fault report is not made in time, warranty rights are excluded.
- 5.2. The CUSTOMER shall, as far as possible, document the reported malfunction and make this documentation available to COSMO CONSULT.
- 5.3. The CUSTOMER shall ensure that COSMO CONSULT is provided with and has at its disposal, free of charge, the infrastructure required

for the fulfilment of its obligations, such as the necessary technical facilities, power, telephone and data lines.

- 5.4. The parties shall each appoint one person and one deputy who shall be responsible for the execution of the contract. Both parties shall ensure that these persons have the necessary technical experience, an in-depth understanding of the software solution and its implementation at the CUSTOMER, are authorised to make decisions and can represent the respective party.

6. Remuneration

- 6.1. The remuneration and its billing shall be governed by the respective order form.
- 6.2. The CUSTOMER shall pay for additional services in accordance with COSMO CONSULT's current price list, unless otherwise agreed. COSMO CONSULT shall invoice the expenses incurred in each case after the additional services have been rendered - as a rule on a monthly basis.
- 6.3. COSMO CONSULT is entitled to increase or reduce the agreed remuneration, in particular in the event of changes to the relevant prices and wage levels. COSMO CONSULT shall notify the CUSTOMER of the change in the aforementioned prices two months in advance. In the event of an increase of more than ten percent, the CUSTOMER shall be entitled to terminate the Support Services under the

respective order form with a notice period of one month to the respective expiry of the contract term.

7. Contract Period, Termination

- 7.1. The Support Services begin with the signing of the respective order form and runs indefinitely unless the order form is terminated by one of the parties with a notice period of 6 months to the end of a calendar year.
- 7.2. The right of both parties to extraordinary termination for good cause remains unaffected.
- 7.3. In the event of termination, COSMO CONSULT shall be entitled to remuneration for the services rendered and expenses incurred up to the effective date of termination.