SOFTWARE TERMS OF SERVICE

SCOPE SOLUTIONS AG
Updated August 2023

1 SUBJECT MATTER OF THE AGREEMENT

1.1 The subject matter of the Software Service Agreement is the maintenance and servicing of software components of scope solutions AG (hereinafter referred to as "scope") as listed in the agreement (hereinafter referred to as "SW products"). Additionally, the agreement covers customer support, supervision, assistance and training during the use of the SW products (hereinafter referred to as "services").

1.2 Programming or program extensions commissioned by the customer are not the subject matter of the agreement.

1.3 These Software Terms of Service serve as an addition to both the General Terms and Conditions (hereinafter referred to as "GTC") and the Software Terms of Use. In case of any inconsistency, these Software Terms of Service supersede the GTC and the Software Terms of Use.

2 SCOPE OF SERVICES

2.1 Maintenance and servicing

2.1.1 scope undertakes to maintain and service the latest version of the SW products based on remuneration within the meaning of Section 5, provided that the technical requirements as per Section 6.2 of the Software Terms of Use are met.

2.1.2 Maintenance and servicing of the SW products include
   i. the customer's right to acquire new software releases free of charge and to utilise them in compliance with the provisions of the Software Terms of Use, and
   ii. the delivery of the correction codes or workarounds available at scope to remedy a program error reported and documented by the customer. The installation and migration of a new software release and associated training are excluded and will incur separate charges according to expenditure.

2.1.3 Following the initial delivery of a new software release, maintenance and servicing of the prior version will continue for a duration of 12 (twelve) months.

2.1.4 Maintenance and servicing include, at the discretion of scope
   i. the elimination of program errors,
   ii. the continuous improvement of the programs with regard to their organisational process, program flow, the consideration of new or changed legal regulations, as far as these were foreseeable at the time of the conclusion of the agreement and do not lead to expenditure which resembles a new development of the program part to be changed, and
   iii. the provision of up-to-date documentation.

2.1.5 Maintenance and servicing does not include the new development of program versions with regard to their software technologies or on other operating systems. However, such new developments are made available separately under favourable terms within the scope of a Software Service Agreement.

2.1.6 The customer must promptly inform scope of any program error and provide relevant information for identifying its cause. Insofar as user data is required for error detection and elimination, it shall be provided by the customer. scope agrees to

maintain the confidentiality of this data and to promptly delete it once the error has been eliminated. The customer is obligated to collaborate in troubleshooting and to supply their own hardware and software environment if it is required to establish operability of the software.

2.1.7   Revised program versions, along with the relevant documentation, will be provided to the customer as at the discretion of scope, either on an appropriate data carrier, via email or for download.

2.2   Support

2.2.1   If required, support services will be provided by scope to the customer based on remuneration within the meaning of Section 5. These services aim to facilitate the customer's access to scope's support team via telephone and/or email, effectively resolving issues.

2.2.2   Support refers to all activities unrelated to SW product error cases. Support encompasses, for example, user enquiries, technical clarifications, etc.

2.2.3   scope ensures adequate availability of its support team that is well-versed in SW product configuration.

2.2.4   Support includes
   i.   general user support
   ii.   testing the compatibility of customised programs with new software releases
   iii. delivering information about application experiences, new functions and programs, and
   iv.   ensuring access to the feedback database. The installation of SW products is not included in the support.

2.2.5   If an error is attributable to a genuine error in the standard program, troubleshooting and/or a workaround shall be carried out as per Section 2.2. If an error is attributable to an individual supplementary program (after expiry of any warranty period), troubleshooting will be carried out as part of a separate service order.

2.2.6   The customer shall provide scope with remote access, thus enabling efficient delivery of support activities. With the customer's consent, scope can install an up-to-date production database schema in the scope data centre.

2.2.7   Support services shall be provided during stand-by times in accordance with Section 4.2. For critical malfunctions significantly impacting customer operations, support will commence within 4 (four) hours of receiving the malfunction report. Ensuring a suitable response time by scope during incidents necessitates the availability of the customer's system operating personnel on site within the same period of time. Additional services will be provided after a date has been agreed between scope and the customer. To foster a productive long-term partnership, scope strives to promptly address urgent support requests from the customer.

2.3 Supervision, assistance and training

2.3.1 In the event of a separate agreement, scope undertakes to deliver IT services like consulting, programming, support and training to the customer based on remuneration within the meaning of Section 5, such as:

- Extension of the software to be serviced with customer-specific reports, special functions and special rules;
- Maintenance of programs previously created for the customer outside the standard SW products;
- Analysis and consulting with regard to work processes, quality and change management;
- Adaptation of non-parameterised program functions to changed standards or customer requirements;
- Installation and introduction of new software releases of the software to be serviced;
- Database administration DBA, performance optimisation of the infrastructure;
- Migration and transfer of databases;
- Training and follow-up training of the customer's personnel in connection with the deployment and use of the SW products;
- Adaptation of the SW products to an expansion or a change in the customer's IT platform;
- Analysis and elimination of malfunctions and errors attributable to the impact of other systems or non-compliant system requirements.

2.3.2 The IT services listed in Section 2.15 will be included in the scope of services of the Software Service Agreement if they are offered in writing by scope and officially commissioned in writing by a designated customer office.

3 CONTACT PERSONS AND COMMUNICATION

3.1 The customer appoints an application manager and a deputy, along with any additional contact persons.

3.2 Communication within the framework of the Software Service Agreement occurs between the customer and the person responsible for the application or their deputies. They are responsible for forwarding information within their organisations.

3.3 The reporting of errors, change or extension requests is carried out in accordance with the documentation guidelines set out by scope. Errors can be reported immediately, while change and extension requests are collected by the application manager and periodically forwarded to scope in a cleaned format.

3.4 The decision as to whether and when accepted change and extension requests are incorporated in the SW products rests solely with scope. Should the customer's change and extension requests not be integrated into the SW products, the customer may have them prepared as a separate special order, if required.

4 IMPLEMENTATION

4.1 Services are generally provided at scope's premises from Monday to Friday, 9 a.m. to 5 p.m. However, in exceptional cases and for additional remuneration, services can be provided at the customer's premises.

4.2 If the service is provided at the customer's premises, the customer shall provide scope's personnel with a workstation, access to the EDP system and qualified personnel.

4.3 scope is entitled to commission subcontractors with the provision of the services.

5 REMUNERATION AND TERMS OF PAYMENT

5.1 Maintenance and servicing
5.1.1 The annual flat-rate fees for maintenance and servicing as per Section 2.1 ff will be established in the Software Service Agreement between scope and the customer.
5.1.2 Payments are to be made as per the agreed invoice cycle.

5.2 Support
5.2.1 Support is provided by scope as required. The costs are invoiced monthly according to expenditure. Support time is recorded in 15-minute intervals.
5.2.2 The hourly rates for support as per Section 2.8 ff will be established in the Software Service Agreement between scope and the customer.

5.3 Supervision, assistance and training
5.3.1 IT services, such as consulting, programming, support and training, are provided by separate agreement as required. The costs are invoiced monthly according to expenditure. Services will be documented in scope's project time recording system and presented through work reports, included along with scope's invoice. Unless the customer raises objections within 30 (thirty) days, the work reports will be considered accepted.
5.3.2 The hourly rates for supervision, assistance and training, as per Section 2.15 ff, will be established in the Software Service Agreement between scope and the customer.

5.4 Common provisions
5.4.1 scope can adjust the level of remuneration to market developments. Adjustments may vary based on the type of service. The customer must receive written notification of any remuneration changes at least 3 (three) months before they take effect. Deviations, such as in fixed-price projects, are addressed separately.
5.4.2 The terms of payment as per Section 4 of the GTC apply.

6 WARRANTY

6.1 scope warrants the provision of services by skilled specialists, adhering to standard care practices and professionalism, and commits to the swift elimination of program errors.
6.2 Errors shall be reported to scope by the customer in a comprehensible format. scope shall not be liable in the event of changes to operating environments, databases, changes to file structures or other disruptions not attributable to scope.
6.3 If scope's repeated efforts to rectify the defect remain unsuccessful and no new error-corrected program version is available, the customer can terminate the Software Service Agreement with a notice period of 1 (one) month. Customer warranty claims or termination of the Software Service Agreement will not impact other agreements between scope and the customer.
6.4 If scope is in default, the customer shall set a reasonable deadline for the performance. After expiry of this deadline, the customer may partially or fully withdraw from the agreement.
6.5 The warranty period for all services is 6 (six) months.

7 LIABILITY

7.1 The liability of scope shall be governed in accordance with Section 8 of the GTC of scope.

7.2 The customer shall indemnify scope against third-party claims that surpass this liability, provided the customer is at fault.

8 AGREEMENT PERIOD AND TERMINATION

8.1 The Software Service Agreement takes effect upon achieving technical readiness for operation as per Section 3.2 of the Software Terms of Use.

8.2 The initial agreement period is 4 (four) years. Following that, the Software Service Agreement can be terminated with a 3 (three) month notice period to the end of the term.

8.3 The customer shall be entitled to extraordinary termination, especially if scope fails to implement program changes necessitated by new or revised laws, or only agrees to do so for additional remuneration.

8.4 Any termination must be made in writing (email or fax is sufficient).

8.5 After termination of the Software Service Agreement, scope will pro-actively return all received documents and work results from the customer, including both written and machine-readable ones, or will permanently delete them.

9 FINAL PROVISIONS

9.1 If any provision of these Software Terms of Service is found to be invalid or incomplete, the validity of all other provisions remains unaffected. The invalid provision will be substituted by a provision that closely approximates its economic intent and purpose in a legally effective manner. The same principle applies in cases of regulatory gaps.

9.2 Changes and supplements to the Software Service Agreement require written documentation. scope retains the right to change these Software Terms of Service. The customer will be informed of any changes at least 3 (three) months before they take effect. If the new version of the Software Terms of Service includes substantial unfavourable changes, the customer can terminate the Software Service Agreement within 1 (one) month from being notified of the changes, until the changed version takes effect.