

CONTRACTUAL CONDITIONS for SmartPACT Service Status 03/2023

§ 1 Scope of the contract

1.1 The subject matter of the contract is the repair/default and/or support of the systems listed in the contract. The inclusion of further devices in the event of later system extensions in the scope of services of this contract requires a renewed written order confirmation by Inter Data Systems GmbH, hereinafter referred to as IDS.

1.2 The contract specifies the system designation, the serial numbers, the number, equipment and scope of the systems or software products under service, the place of performance, the service times (SLA), the start of service and the term of the contract.

1.3 IDS reserves the right to check the functionality of individual systems before including them in a and if necessary to exclude them from the maintenance contract. Should device configurations deviate from the manufacturer's delivery standard this must be communicated when the contract is concluded. If information about the equipment to be serviced is subsequently found to be incorrect, IDS shall be entitled to refuse servicing for such equipment.

1.4 The General Terms and Conditions of IDS shall apply in addition.

§ 2 General Provisions for the Provision of Services

Unless the following provisions regarding the individual services, the contract or any separately concluded agreements between the parties provide otherwise, the following shall generally apply to the provision of services:

2.1 The place of performance for the maintenance of customer equipment shall be the location of the customer's hardware specified in the contract. If necessary, IDS shall be entitled to carry out the maintenance work in one of its workshops. In this case, IDS shall provide the customer with a replacement device without separate charge.

2.2 The customer shall be obliged to inform IDS immediately in writing of any relocation of equipment to a place other than the originally agreed place of performance. In this case, IDS shall continue the maintenance if this does not involve any increased expense, e.g. if the new installation location is within an area in which IDS is already servicing similar devices. If the relocation affects the effort required for the provision of the service, IDS shall be entitled to condition its consent to the relocation of the equipment to a different agreed place of performance on payment of a charge appropriate to the changed circumstances.

2.3 If the implementation leads to additional expenditure that is unreasonable for IDS, IDS shall refuse its consent to this in writing in good time beforehand. The obligation of IDS to the contractual devices affected by the conversion shall end in this case on the day of the conversion; the Customer shall remain obliged to pay the remuneration until the end of the contract.

2.4 IDS must be notified in writing of any planned changes or additions to devices/systems. IDS reserves the right to review the systems listed in the contract at any time. IDS shall be entitled to prematurely discontinue maintenance without notice with regard to modified or extended devices if the performance is made not insignificantly more difficult by modifications or extensions and the customer does not restore the original condition of the devices within a reasonable period of time despite a request by IDS. The customer shall remain obliged to pay the agreed remuneration and is not entitled to an extraordinary (partial) termination of the contract.

2.5 IDS reserves the right to invoice services that are not contractually owed, but which are called up and used by the customer. The hourly rates of IDS shall be deemed agreed upon.

§ 3 Scope of Services of the Service Contract Hardware

3.1 The service contract includes all work which serves to maintain the operational readiness of the contractual systems.

3.2 The service contract includes:

- Costs for service personnel, travel and expenses during the agreed service period. This does not apply to the Advanced SmartPACT contract (spare parts only).
- Spare parts as well as their transport and installation. Installation does not apply to the Advanced SmartPACT contract (spare parts only).
- A free-of-charge acceptance of fault reports during the service times specified in the contract.

3.3 In order to carry out maintenance or repair services, IDS may exchange spare parts and make technical modifications. When replacing devices or parts of devices, ownership of old parts shall pass to IDS, and installed parts shall become the property of the customer.

3.4 The following are not owed within the scope of this contract:

- The delivery and installation of consumables in the sense of the manufacturer's definition as well as costs charged according to the user plan.
- Replacement of accumulators, batteries, printing units, heads, belts and hammer banks.
- Delivery of software which is protected by third party rights.
- Elimination of malfunctions caused by negligent or intentional behaviour of the the customer or a third party.
- Faults which occur as a result of the attachment of additional equipment by third parties, the use of unsuitable equipment or as a result of other changes to the systems.
- Malfunctions caused by force majeure, theft, lightning strike, fire, water, power failures or war and terrorist events.

§ 4 Obligations of the Customer

4.1 During the entire term of the contract, the customer shall at all times give IDS or its agents the opportunity and the necessary time to carry out the performance of the service.

4.2 During the entire term of the contract, the customer shall name one or more persons responsible who are authorised to use the respective service, to report errors and to communicate with IDS and who have all the decision-making powers required for the purpose of implementing this agreement. The customer may change these persons at any time, but must inform IDS of this immediately.

4.3 The customer shall be responsible for backing up the entire data stock at least every working day. In the event of maintenance and fault clearance measures to be carried out the Customer shall also completely back up the complete data stock before the start of the work.

4.4 The Customer shall inform IDS immediately in the event of faults, observe the symptoms that have occurred and if necessary provide information using forms provided by IDS, including the associated data and memory contents. If the customer fails to provide a comprehensible description of the deficiencies in the error description IDS will do its own analysis and will inform the customer about steps and timeframe necessary for the elimination of the defect.

4.5 The customer shall inform the contractor of any changes in the operating conditions and of any other circumstances essential for the performance of the service in writing.

4.6 The customer shall allow the persons commissioned by IDS access to the site and shall instruct its employees to cooperate with IDS and/or any vicarious agents to the extent necessary for the performance of the service. The customer's technical assistance must ensure that the performance of the service commences immediately after the arrival of IDS without delay until acceptance by the customer.

4.7 The customer shall carry out the instructions received from IDS regarding the operation of the system or suggestions for troubleshooting and fault elimination.

4.8 If a repair measure cannot be carried out or can only be carried out with a delay for reasons for which the customer is responsible in particular because:

- the above-mentioned obligations of the customer were not fulfilled or not fulfilled in time or
- the defect reported by the customer did not actually occur during the on-site inspection or
- the customer has missed an agreed appointment

IDS shall reimburse the customer for the expenses incurred and to be substantiated. The customer is not entitled in this case to assert further claims on account of delayed performance on the part of IDS.

§ 5 Data protection and confidentiality

5.1 All information and documents that are given or become accessible to the contracting parties as a result of or occasionally in connection with the contractual cooperation shall be treated confidentially even beyond the end of the SmartPACT service contract, unless they are generally known.

5.2 In all other respects, Inter Data Systems GmbH strictly applies the European Data Protection Regulation and observes the data protection guidelines of the customer.

§ 6 Other provisions

6.1 Amendments to the contractual conditions for SmartPACT Service must be made in writing. Verbal subsidiary agreements are invalid.

6.2 IDS is entitled to transfer rights and obligations under this contract to a third party provided that it is ensured that this third party meets the same quality standards as IDS.

6.3 Services that are not part of the contract shall be performed exclusively according to the customer's instructions and shall be invoiced separately.

6.4 The customer expressly authorises IDS to represent the customer's interests vis-à-vis the manufacturer on behalf of the customer and at the expense of IDS. The assumption of costs by IDS shall also assume the costs if the manufacturer charges the costs for problem determinations prior to product-related defects.

6.5 Force Majeure: IDS shall not be deemed to be in breach of contract if the performance of the obligations is delayed or prevented by force majeure beyond the reasonable control of IDS, its suppliers or service provider is delayed, interrupted or prevented. The following events shall in particular be considered as events of force majeure justifying the non-performance of obligations by IDS: fire, strikes, floods, epidemics, natural disasters, quarantine restrictions, wars, traffic disruptions.

6.6 If the aforementioned provisions have not become an integral part of the contract in whole or in part or are ineffective, the remainder of the contract shall remain effective. Insofar as the provisions part of the contract or are ineffective, the content of the contract shall be governed by the statutory provisions.

6.7 All claims arising from the business relationship with the customer shall be governed exclusively by the law of the Federal Republic of Germany.

6.8 The place of jurisdiction is Hanau/Germany.

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| Service Desk IDS | 7 x 24h, 365 days a year available |
| Response time by phone | 15 – 30 Minutes |
| 10 x 5 (holidays excepted) | 10 hours a day, 5 days a week |
| NBD | Next business day |
| Fault reporting until 15:00 Uhr | Fault clearing starts NBD |
| Fault reporting after 15:00 Uhr | Fault clearing starts NBD +1 |
| 24 x 7 | 24 hours a day, 7 days a week |
| 4h | Technician start time |