

Terms and Conditions for the Maintenance of Software Products Quality Miners GmbH

1 Object of the contract

- 1.1 QUALITY MINERS will perform the maintenance of the QualityMiners.CAQ software designated in the maintenance contract that refers to these conditions. The maintenance pertains to a maintenance service for maintenance of the operational readiness of the programs at the CUSTOMER and the elimination of defects and other defects that occur in the programs, without, however, being able to exclude any interruption of the operational readiness.
- 1.2 QUALITY MINERS will perform maintenance services subject to these conditions only for the currently valid version of the program. As soon as the current version is replaced by a newer version of the program (approx. every 12-18 months), the version falling out of maintenance shall be provided with an expiration date and no longer supported after this expiration date (termination). The list of the currently supported versions can be obtained from QUALITY MINERS on request. The CUSTOMER should, at the latest six months after a version that he is using falls out of maintenance, update to a newer version of the program.
- 1.3 Maintenance extends in the agreed-upon scope to the documentation and data (files, database material) belonging to the programs, the parts of the programs named in the contract or named there in their place.
- 1.4 The maintenance is limited to the program on the data processing units on which the program may be used as agreed upon.

2 Scope of services

QUALITY MINERS's deliveries and services in the way of remote maintenance include:

Updates

Updates generally occur every 12-18 months, insofar as they are necessary in order to keep the program technically up to date. The current technical state shall be determined through new specifications in standards, operating system changes, new database releases, and system improvements. Covered is the provision of the updates, not their installation or an upgrade (new modules, new technologies or platforms). QUALITY MINERS shall inform the CUSTOMER on request about its current release policy, insofar as this cannot be viewed on QUALITY MINERS's Web site.

Elimination of defects

QUALITY MINERS shall provide remote maintenance on call to eliminate defects and other defects that occur while the program is in use. There is a defect in the sense of this agreement if the program does not fulfill the functions specified in its technical specifications, it delivers incorrect results, its function is interrupted uncontrollably or it does not behave appropriately, so that the use of the program is prevented or significantly compromised. Other defects are imperfections in the program that do not essentially compromise its function.

Ticket system and hotline service

QUALITY MINERS shall make a ticket system and hotline service available. For the systematic processing and adherence to the reaction times as per number 4.1, messages must be entered via the ticket system and receive a unique ticket number. The CUSTOMER can use the ticket system to add more information (e.g., screen shots, log files) and to view the processing status of his messages.

Preventative maintenance service

QUALITY MINERS shall also perform preventative maintenance service for the elimination of defects or other defects, with which QUALITY MINERS becomes familiar in another way and independent of its use by the CUSTOMER. The elimination of other defects by the preventative maintenance service requires the permission of the CUSTOMER.

3 Scope of the troubleshooting

Troubleshooting shall include the localization of the defect cause, the defect diagnosis, as well as the elimination of the defect or, insofar as this is not possible with reasonable effort, the provision of the operational readiness of the program through a bypassing of the defect. Other defects shall be eliminated by the maintenance service if this is possible with reasonable effort. The latter is especially not the case if the defect can only be eliminated through re-programming of significant parts of the affected program.

Services not included.

Not included in the maintenance services are:

- a) Maintenance service outside of the periods specified in this contract and required and caused by the CUSTOMER
- b) Maintenance service for the program if it is not used under the conditions of use specified by QUALITY MINERS
- c) Maintenance service for the program if it was changed through programming work on the part of the CUSTOMER
- d) Maintenance service for program parts that do not belong to the original version of the program covered under this contract (the original version also includes special solutions that are ordered by the CUSTOMER and delivered by QUALITY MINERS)
- e) Maintenance service for program parts whose function depends on other programs that QUALITY MINERS did not make available to the CUSTOMER unless there is also an appropriate maintenance agreement between the CUSTOMER and QUALITY MINERS for these other programs.
- f) Change service for program adaptations at customer request ("Change service" includes conceptually the adaptation of the programs and of the associated application documentation to the concerns of the CUSTOMER. This includes, e.g. the adaptation to changed or new IT units or programs and/or changed usage requirements of the CUSTOMER),
- g) The briefing/training of personnel
- h) The creation or surrender of programs or an advising activity about these or about the use of IT units
- i) On-site deployments, even if these occur in the course of the installation of new versions of the program
- j) Program expansions on customer request and upgrades

QUALITY MINERS will perform additional services at the request of the CUSTOMER calculated separately based on a special agreement/commissioning.

4 Support hours

4.1 Support hours are Monday-Friday from 8:00 AM-12:00 PM and 1:00-5:00 PM (GMT+1) with three levels of urgency.

Critical defects (priority "critical")

Critical defects are defects that cause a system crash or prevent the user from working sensibly with the application. Defects of this type will be corrected with the next patch or if necessary, with a hotfix.
Standard reaction time (during the agreed-upon hotline times): 4 hours

Severe defects (priority "high")

Severe defects are critical defects that can be remedied with a workaround or defects that make working with the system difficult. Defects of this type will be corrected with the next minor release or if necessary, with the next patch.
Standard reaction time (during the agreed-upon hotline times): 1 day

Minor defects (priority "low")

All defects that are neither critical nor severe will be assigned to this category. Due to possible side effects or unforeseeable consequences for the stability of the system in case of an elimination on short notice, it may be necessary to push the correction of such an error to a later release.
Standard reaction time (during the agreed-upon hotline times): 2 days

- 4.2 In the interest of quick processing, the support service cannot replace either training sessions or manuals. Support is not intended for questions that are the content of the training sessions or manuals. A CAQ/MES system requires a systematic introduction, which cannot be carried out via the hotline. The CUSTOMER shall determine the contact people for communication with QUALITY MINERS's hotline in the agreed upon number that QUALITY MINERS authorizes.

Ticket System: www.support.quality-miners.de

Support E-Mail: support@quality-miners.de

Hotline: -49 721 6652 112

5 Execution

- 5.1 The reporting of an error or the requesting of other services is done via the ticket system.
- 5.2 After QUALITY MINERS has received a maintenance request for the program from the CUSTOMER, QUALITY MINERS shall execute the maintenance via remote maintenance, by telephone or by transmitting information and documents via a telecommunications connection. The CUSTOMER shall provide the necessary technical equipment for this according to the *Installation requirements* in his sphere. The prerequisite for the execution of the maintenance service is the functional readiness of the IT unit on which the program is installed.
- 5.3 QUALITY MINERS shall use qualified personnel for the maintenance work; these people shall be familiar with the program and make available appropriate tools that are suited for the efficient execution of the maintenance work and technically up to date.
- 5.4 Based on separate agreements, QUALITY MINERS shall assume responsibility for the separate for-fee on-site installation of updates and ensures their readiness for operation. This also includes the briefing about the scope and type of deviations from the previous program version.
- 5.5 If for the maintenance of a program turned over to the CUSTOMER by QUALITY MINERS defects or other defects in the program can be eliminated through transition to an available new version of this program, this shall be sufficient unless the CUSTOMER has significant factual reasons not to transition to the new program version. Not affected by this is the short-term elimination or avoidance of individual defects, insofar this is necessary to maintain the use of the program until the installation of the new program version.

6 Duties of the CUSTOMER to cooperate

- 6.1 For the determination, localization, and reporting of defects or other defects, the CUSTOMER shall heed the application documentation and possible instructions of QUALITY MINERS. Within the bounds of what is reasonable, the CUSTOMER shall take measures to determine, localize, and document the defects or other defects. These measures include the preparation of a defect report, system logs and screen shots, the provision of the affected input and output data, interim and test results, and other documents suitable for illustrating the errors or other defects.
- 6.2 If needed and after approval in individual cases, the CUSTOMER permits external access to IT units on which the programs are installed. Access may only be used for the execution of maintenance and troubleshooting measures. All information and data that QUALITY MINERS attains during access are operating secrets of the CUSTOMER and are subject to the strictest confidentiality.

7 Compensation

- 7.1 The CUSTOMER will pay the agreed-upon fees for software maintenance plus the legally applicable sales tax annually in advance. Changes and additions to the contract will be calculated pro rata temporize and synchronized with the term.
- 7.2 Charging for the support services (telephone, e-mail, fax, etc.) shall be done on a time and effort basis per quarter hour started and per quarter retroactively on the basis of the respectively valid hourly rate. If a marginal limit of 1 hour per quarter is not exceeded, then there will be no charging. If there are inquiries due to program defects to programs that are the object of the order, this support is free of charge. The clear identification of program defects is recognizable in that their elimination is only possible through the delivery of program corrections.
- 7.3 If defects are caused due to the customer's non-adherence to the instructions contained in the application documentation for the programs, by other forms of operating defect or by negligent or intentional damage or changing of the programs or media on which they are recorded, charging will be according to number 7.2 according to time and effort.
- 7.4 QUALITY MINERS has the right to change the fees through written notification adhering to a period of six weeks to the end of the quarter. However, such a change is only permissible at the earliest twelve months after signing this maintenance agreement and must not exceed the fees of the previous twelve-month period by more than 10%. Insofar as there is an increase of the fees or charges by more than 5% as compared to the previous twelve-month period, the CUSTOMER can terminate the contract extraordinarily in writing with a period of three weeks to the time of the increase.

8 Rights to work results

QUALITY MINERS grants the CUSTOMER the right to use the work results of the maintenance work as part of the programs turned over for the duration of the turnover agreement under the conditions of this contract. Any additional usage by the CUSTOMER is forbidden. QUALITY MINERS retains all other usage rights, thus also the right to make the same work results available to third parties.

9 Liability

- 9.1 QUALITY MINERS is liable, regardless of the legal reason, for damages that were caused by intentional violation of an essential duty arising from this contract in a manner that endangers the achievement of the purpose of this contract. The liability is limited to contract-typical damages, the occurrence of which QUALITY MINERS had to anticipate due to circumstances known to QUALITY MINERS on signing of the agreement.
- 9.2 The liability for services of the maintenance service to two times the annual maintenance fees.
- 9.3 QUALITY MINERS is liable without prejudice for the loss of data and its restoration only if such a loss occurred despite appropriate data back-up measures on the part of the CUSTOMER.
- 9.4 QUALITY MINERS is not liable for lost profit, savings not achieved, collateral damage, and consequential damages.
- 9.5 The liability limitations above do not apply for personal injuries nor for damage caused intentionally or due to gross negligence.

10 Duration of the agreement, termination

Regardless of the time of the commissioning, the maintenance and thus the assessment of the maintenance fees begin in the month following the installation and the establishment of functionality.