COMtrexx Maintenance - IMS Agreement

Agreement on the provision of installation-related Maintenance Services for COMtrexx system installations

Between

Auerswald GmbH
Hordorfer Straße 36
38162 Cremlingen

hereinafter referred to as "Auerswald"

and

hereinafter referred to as the "Customer"

Sample contract – for viewing purposes only

1. Intermediary Auerswald Partner

This Agreement was brokered by the authorised Auerswald Partner named below. The Auerswald Partner is **not a party** to this Agreement. It acts exclusively as an intermediary pursuant to Art. 2 of the "COMtrexx Maintenance - Individual Distribution Agreement" existing between Auerswald and the Partner.

hereinafter referred to as the "Intermediary"

2. Components of the contract

The following form part of this Agreement:

- this Agreement together with the Annexes listed below
- COMtrexx Maintenance - System Data/Quotation Form
- SEPA direct debit mandate (optional)

3. Subject matter of the contract

3.1 For the COMtrexx system installation designated in the System Data or in the Quotation Form (the "Contract Product"), Auerswald provides the Customer with installation-related Maintenance Services ("Maintenance Services") as software-bound services. The Maintenance Services relate exclusively to the Contract Product designated therein and to the number of active user licences stated therein. Use of the Maintenance Services for other systems or installations is not the subject of this Agreement.

3.2 The services covered by the contract comprise, in accordance with the current version of the "COMtrexx Maintenance - Specification", in particular:

- Provision of updates (firmware and security updates)
- Provision of generally available functional enhancements and optimisations
- Software bug fixes
- Access to online services (COMfortel SoftPhone as well as further administration and monitoring functions)

Auerswald provides these services; their integration into the Customer's system installation and any adjustments required in the Customer's IT infrastructure are the responsibility of the Customer or of a qualified service provider commissioned by the Customer. Auerswald is under no obligation to install updates, patches or other software updates on the Contract Product or in the Customer's IT infrastructure.

3.3 Each COMtrexx system installation is subject to the Maintenance only uniformly and as a whole. It is not permitted to take out or continue the Maintenance for only some of the user licences active in the system.

3.4 If additional user licences for the Contract Product are activated or purchased during an active Maintenance period, all user licences active in the system shall be included in the Maintenance and added to the ongoing monthly billing from the following month.

3.5 The type and scope of the individual service components and the conditions for using them are set out in detail in the "COMtrexx Maintenance - Specification" and the "COMtrexx Maintenance - GTC".

3.6 This Agreement is concluded exclusively with entrepreneurs within the meaning of Section 14 of the German Civil Code (BGB). The Customer confirms that they obtain

the Maintenance Services exclusively in the course of their commercial or independent professional activity.

4. Term, renewal, termination

4.1 The specific minimum contract term chosen for the Contract Product is set out in the details in the System Data or in the Quotation Form.

4.2 If the follow-up Maintenance is not cancelled in the COMtrexx Service Center at least three (3) months before the end of the respective term, it is automatically extended by a further twelve (12) months at the prices then applicable. The right to terminate for good cause remains unaffected.

4.3 The provision of the Maintenance is billed monthly on the first day of the following month for the respective month; there is no pro rata daily billing.

4.4 Further provisions on the term, renewal, price changes and termination are set out in the "COMtrexx Maintenance - GTC".

Annexes

- COMtrexx Maintenance - Data Processing Agreement (DPA) with Annexes, see Contract documents
- COMtrexx Maintenance - Specification, see Contract documents
- COMtrexx Maintenance - GTC, see Contract documents

Signatures

Auerswald GmbH

(Signature, title)

(Signature, title)

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