



Scope & Terms and Conditions of Maintenance & Support Service Agreements (Software License, Webservice, Hardware and Third Party Products Maintenance Agreements)

Dated: 2020, July 14th

1. Subject of the Specification of Services

Subject of this document is the definition of the scope and terms & conditions of maintenance & support services for software license agreement, for the category "Standard". Any additional services shall require a separate agreement.

2. Limitations

The maintenance services of the "Standard" category described in this specification of services apply exclusively for software products provided under software license contracts and webservices, provided under service agreements. Maintenance services for all other products apply only following to section 2.3.

2.1. Maintenance & support services (category "standard") are included in software license lease and webservice service fees.

2.2 Maintenance & support services (category "standard") for one time charge software license agreements (no lease, no service) are not included in one time charge fees or payments. Related maintenance & support service fees are subject to be charged separately.

2.3 Maintenance & support services for any third-party products are carried out solely under the terms & conditions of the respective vendor. If certgate provides any maintenance or support, i.e. First Level Support, for third party products, the following terms and conditions shall only apply. Any other terms, regardless of origin or vendor, shall not apply.

3. Scope of Services

3.1 The "Standard" category of software maintenance includes the following services:

- Elimination of errors in the software products and web services provided by certgate (software & web services only)
- by telephone support
- by remote system access (RSA)
- Program updates (patches) (software & web services only)
- that are required as part of the error elimination (software & web services only)
- that are required to accommodate changes due to legal regulations

3.2 The following services are not included in the "Standard" category of software maintenance:

- Delivery of program upgrades that provide additional functions or extend the functionality
- Software license agreements only: Delivery of program upgrades, patches or other error fixes for the software from third-party suppliers (third-party software), which was possibly provided within the scope of Certgate's offer/supply contract.
- On-site support, consulting or other services, which are possibly required within the scope of the error diagnostics and elimination.

4. Stand-by Times

For the "Standard" category of maintenance, Certgate is available for services to the licensee and registered webservice customer pursuant to §3 during the following hours:

Mondays through Fridays from 09:00 AM to 5:00 PM
(Working days, German time, including daylight savings time)

5. Error Classification

Possible errors must be classified by the licensee or registered webservice customer according to the following categories (the classification may occur with consultation of the licensee):

Error class 1 (critical):

The operation or the intended use of the software /service is impossible.

Error class 2 (urgent):

The operation or the intended use of the software/ service are possible but were interrupted, and there is a high risk for repeated disruptions of operation, or the operation is severely restricted and sustainable only with considerable effort.

Error class 3 (normal):

In spite of repeated occurrences of disruptions, the operation or the intended use of the software/service are possible with minor restrictions. The restrictions lead to minimal adverse effects for the customer. Errors in the technical documentation.

6. Response Times

The following response times are offered for the "Standard" category of maintenance:

Error class 1	8 hours
Error class 2	1 working day
Error class 3	5 working days

The counting of the response time starts with the receipt of the qualified error report pursuant to §7, is interrupted outside of the stand-by times pursuant to §4, and ends with one of the following reactions/messages by Certgate stating that:

1. the error report has been received and is being processed,
2. additional information is required to process the error report, or
3. an appropriate error correction is being/has been delivered.

7. Default

If the failure to comply with a date or deadline arises from an unforeseen event that is outside the influence of certgate, the date or the deadline are delayed by an corresponding period. In the event of default of rendering of services after the unsuccessful lapse of a grace period determined by the customer in writing, the customer has the right to cancel without notice. Partial services rendered by the contractor until cancellation shall be paid by the customer in full.

8. Qualified Error Report

A qualified error report is required in order to assure the timely elimination of errors. In this context, qualified means that all information required for eliminating the error such as error description, software version, usage environment, etc. has been reported to certgate, if related to software products either by email to support@certgate.com ,or via (if available) through a customer support portal at www.certgate.com.

The licensee or registered webservice customer is obligated to make available sufficiently qualified personnel for further error diagnostics and error elimination.

9. Duration of Services

The services of the "Standard" category of maintenance will be rendered for an indefinite period of time. certgate's obligation for rendering the services expires automatically without notice of cancellation if

- the licensee or webservice customer violates any stipulation of this specification of services, of the software licensing contract, or of the usage agreement of the webservice or hardware, or
- the usage rights pursuant to the software licensing, webservice or hardware contract expire, or
- the licensee, webservice or hardware customer fails to make the payments pursuant to the lease or maintenance contract.

Offers by certgate that were accepted in writing by the licensee or webservice customer are also considered as software licensing or service contract.

10. Indemnity for False Reports

certgate points out that the licensee is liable for all damages resulting from repeated false error reports or repeated error reports due to operating errors. certgate is entitled to bill separately for (documented) costs resulting from that.

11. Interrupted Maintenance Service Contracts

This section applies to Software One Time Charge and Hardware Purchasing & Maintenance Agreements only.

Calculations of maintenance and support fees are based on continuously maintained and supported products. If the maintenance service will be discontinued at any time or purchased later than delivery or installation date, a "service interruption" for the specific product or service will occur.

Re-synchronizing maintenance for the specific product to existing and current maintenance levels and procedures will cause an increased level of expenses and efforts due to a required check of the software, a possible delivery of interims releases, additional support services and re-activation of the individual maintenance account. Therefore, maintenance fees for the term of a "service interruption", plus service surcharge of 25%, will be charged after a "service interruptions" or if maintenance agreements are closed later than delivery or installation dates.

12. Warranty and Liability

certgate is liable pursuant to the respective section of the general terms and conditions (GTC) of Certgate Deutschland GmbH.

13. Severability

In the event that any one or more of the provisions for this document are deemed void or ineffective, then the remaining provisions remain in full effect.

14. Place of Performance & Jurisdiction

Place of performance and jurisdiction for all obligations from this specification of services for merchants is Düsseldorf. This document is governed by the laws of Germany.