

# Support & Service Conditions

## 1. General Description

The subscription of the license usage rights (licenses) for the sisKMR program and all its components is provided under the name "Support&Service." Depending on the contractually maintenance level, this includes various services.

## 2. Contract Closing

A subscription contract is getting closed by written order of the customer for its sisKMR licenses, based on an official offer of GEF Ingenieur AG. In case of already existing contracts for the same software, the new contract replaces the old existing one.

## 3. Period of Time

### 3.1 Beginning

The subscription term starts with the day of order by the customer or, in case of related license purchase, latest with the day of license shipping by GEF Ingenieur AG.

### 3.2 Term

The contract term is at least one year or the mutually agreed alternative term.

### 3.3 Termination

The contract term ends automatically after the subscription period expires, without requiring termination by either party.

An extraordinary contract termination is only effective in case of contract violation by any contract party.

### 3.4 Interruption

Interrupted subscription requires compensation for the suspended period in the same amount of the costs for regular subscription in order to continue Support&Service.

## 4. Service levels of subscription

The following services are included, depending on the agreed service level:

### 4.1 Subscription Workstation „Basic“

- Entitlement of delivery and usage of any update version.
- E-Mail Support (siskmr.support@gef.de), Response time within 2 working days.

### 4.2 Subscription Workstation „Premium“

- Extended temporary usage of PC Licenses in floating license mode within the company network.
- Entitlement of delivery and usage of any update version.
- E-Mail Support (siskmr.support@gef.de), Response time within 1 working day.
- Phone hotline service for questions about program usage, Monday to Friday from 09:00 to 15:30 UTC+1.
- Special discount for trainings hosted by GEF Ingenieur AG

### 4.3 Subscription „Floating License“

- Entitlement of delivery and usage of any update version.
- E-Mail Support (siskmr.support@gef.de), Response time within 1 working day.
- Phone hotline service for questions about program usage, Monday to Friday from 09:00 to 15:30 UTC+1.
- Special discount for trainings hosted by GEF Ingenieur AG

## 5. Integral Parts of the Contract

Subscription of single licenses out of several is excluded. The agreed service level is valid for all purchased licenses.

## 6. Payment

Invoicing takes place at the beginning of a subscription term. Payment falls due within 30 days after invoicing. The annual maintenance costs are calculated according to the price list valid for the respective year.

## 7. Liability

GEF Ingenieur AG does not assume del credere liability for any damage caused by usage or faults of the software. This is not valid for the liability for damages which have originated from intention or gross negligence of the GEF Ingenieur AG or the liability for damages to health, body or life.

## **8. Applicable Law, Place of Application and Jurisdiction**

The applicable law for the contractual relationships is that of the Federal Republic of Germany. Jurisdiction for all disputes arising out of this contract is Heidelberg insofar as the client is either a commercial or legally registered entity. The application of the UN-agreement relating to the international sale of goods from 11.4.1980 (CISG) does not apply.

## **9. Severability Clause**

In the event that events or circumstances cause certain conditions of this contract to become ineffective or lose their legal effect or in the event that this contract has any deficits then nevertheless the integrity of the remaining contract conditions shall not be affected. In such cases a reasonable replacement clause/solution will be found which rectifies the deficit, such clause/solution shall reflect the original intention of the parties if they had anticipated such event of circumstance.