

Service Contract Number: _____
will be completed by Licensor (stethos)

ELP Update and Support Service Contract

between

stethos Systemhaus GmbH
Weimarer Str. 48
71065 Sindelfingen
Germany
(Referred to as **Licensor** and **stethos** hereafter)

and

(Referred to as **Customer** hereafter)

PREAMBLE

Client has purchased from stethos the ELP software and customized developments by stethos and wishes to purchase an extension to _____ years (from the date of purchase) the warrantee on them.

1 Update and Support Services

1.1 Software Systems Covered

The Customer is eligible to obtain support for the software ELP he has licensed from stethos.

The general terms and condition for sale and use of the ELP software, which have been handed over to the customer when obtaining the licenses of the software do apply.

The support team of stethos shall supply the customer with solutions for problems in regard to the use of the software licenses as listed above as well as for apparent program errors. Furthermore the support team supplies advice to the customer concerning problems, which are not directly caused by the software ELP, but rather by software systems of a third party installed, which interfere with the software ELP, in case these problems limit the functioning of ELP.

1.2 Proceedings for Support

The Customer shall return a signed copy of this service contract to stethos. Upon reception of the signed copy, the Licensor will inform the Customer of the service contract number. All support queries and all communication in response to the query will be handled stating the service contract number. Support queries will only be treated, with a valid service contract number stated. The Customer may transmit his support query any time by e-mail, fax or web form, independently from local working hours of the support team.

The Customer commits himself to not handing over the service contract number, email address or fax number to a third party. The number of people, who are eligible to use the services granted by this Update- and Support-Contract is limited to the number of full version licenses listed in appendix A plus two more named people.

These persons are listed in Appendix B of this contract and they must be staff members of the Customer company and shall be clearly identified to the Licensor when signing the contract along with their e-mail addresses, telephone and fax numbers. Any change of the data shall be immediately reported to stethos. The Customer may name a substitute, who is eligible to obtain the support services, if a person originally named, is absent for a temporary period due to sickness or holiday. The names of the substitutes shall be transmitted to stethos in written form.

1.3 Customer Responsibility

- (1) The customer shall provide a comprehensive description of the problem he requires support for in English or German. The description includes technical information on the computer system used (system information). The customer shall do his best to support the process of finding a problem solution. Unless significant objections exist, the customer shall provide to stethos data files, which allow the support team to reproduce and comprehend the problem and thus facilitate finding of a problem solution.
- (2) For identifying, locating, describing and transmitting of problems or errors of the software the customer shall follow the hints given by the stethos support team. If check lists are provided, the customer shall use these check lists to specify the problem.
- (3) The Customer shall do his best to specify the software problem or error and to formulate his support queries. For this purpose, he shall rely on competent staff members.

1.4 Communication

The support team will send information and all communications by fax or e-mail to the standard fax number or e-mail address provided. The licensor shall be informed of any changes to the standard fax number or e-mail address. The language of communication is English. The customer can indicate his preferred way of response. In individual cases, the customer may indicate other fax numbers, which shall be used by the stethos support team for communication (e.g. temporary absence or relocation of staff member).

1.5 Service Packs

The development of the software ELP is a continuous process, thus new features and software improvements will be produced after an official product release. A number of selected new features and software improvements may be provided jointly as service pack. Service packs will be provided during the support time at free of charge as a download on an Internet Web or FTP Server hosted by stethos.

The Customer may ask stethos for the service packs to be transmitted as an e-mail attachment.

1.6 Updates

The Customer will receive all Updates for the versions of ELP he has licensed free of charge. In case of a license for ELP business this may include updates for the additional components he has acquired. The Customer will be informed of the availability of major software updates immediately after its release. Updates can be transmitted as an attachment to an e-mail or are provided by stethos as a download on the WWW.

1.7 Response Time

- (1) The Support Service can be used by fax or e-mail 24 hours per day, 7 days per week, 52 weeks per year. Appendix 3 lists the addresses. For urgent problems, it is important to announce the support issue also per telephone.
- (2) The Customer states his support query as precisely as possible indicating the service contract number. A response by a member of the support team is guaranteed within the response time.
- (3) The response time is 24 hours upon reception of the detailed problem description. A response to a support query will be given on regular work days (Monday to Friday, except national German holidays, which are January 01, May 01, October 03, December 25 and 26, and a number of other national holidays which vary in date). In case a longer response time for finding a solution to a problem is required, the Customer will receive a response within the first 24 hours confirming the reception of his support query and indicating the status of the query.

2 Terms of Contract

2.1 Warranty

The services of this update and service contract are granted to the best of Licensor's knowledge and possibilities. This does not include a warranty for the functioning of the software on all hardware systems. stethos does not guarantee the success for the problem solutions indicated in response to a support query.

2.2 Confidentiality

The Licensor commits himself not to disclose any information and data of the Customer, clearly marked as confidential.

2.3 Services Not Covered by this Contract

The following services are not covered by this contract:

- a) Support on days other than the ones defined as regular work days under 1.7 paragraph 3.
- b) Maintenance services, which become necessary due to the use of the software on an inadequate hardware system or in an inadequate operating system environment.
- c) Maintenance services, which become necessary due to the modification of program code, of the software code by the customer or a third party and this modification was not reported to stethos, and they accepted it in written form.
- d) Solving of problems, caused by an inadequate inappropriate usage of the software.
- e) Repair work
- f) Transmission of information, which has already been handed over to the customer in written along with the product
- g) Data restoration
- h) Data backup
- i) Programming services
- j) On-Site service
- k) Training
- l) Maintenance or modification of the software in regard to interaction with other software programs, which are not object of this contract, listed in Appendix 4

- m) Programming or development of individual, customer-specific scripts and consulting services related to script programming.
- n) Support and consulting services via telephone, without stethos has accepted in written form, that the reported problem is covered by this contract.

stethos can not be held responsible for third-party products or services offered by other companies.

If the Customer wishes to obtain of any of the services listed above designated as a) through n) and excluded explicitly from this contract, they have to be reimbursed separately according to the expenditures.

The Customer can ask stethos for a quotation and must order the desired additional services in written form. A special, reduced rate is applicable for Update- und Support-Service customers. Travelling expenses will be charged for separately.

2.4 Duration of Contract

This contract will first be valid for ____ year(s) if not agreed on any other duration in a written offer by stethos to the Customer. The duration of the contract will be extended automatically for another year, unless the Customer sends a written notice of termination of the contract. A 30 day period of notice applies. The termination of the contract will then end with the contractual year. stethos may terminate the contract at short notice, if the Customer does not pay the Contract fees or in case any of the conditions of this contract have been violated by the Customer.

2.5 Contract Fees

The contract fees are ____% of the current list price of the software per year of contract and per license held. An additional posting and shipping fee of 100 € (EURO) per year will be billed for customers having their principal place of business in an EC member state. Customers having their principal place of business in another country this additional posting and shipping fee is 200 € (EURO) per year.

The yearly fee is listed in Appendix 5

2.6 Terms of Payment

The contract fees will be billed on a yearly basis. The bill will be send to the customer at the beginning of the contractual year. Payment for the contractual year is due in advance net cash within 14 days unless otherwise specified on the bill. In case of delay of payment there is no right to claim update or support services.

2.7 Liability

stethos is not liable for defect hardware, computer viruses or any other damage caused, whose origins lie outside the services covered by this contract. stethos does not take any compensation for consequential loss. Responsibility for any consequential damages remains explicitly in the area of responsibility of the causer of the damage.

It is the duty of the customer to perform data backups on a regular basis and especially before installing updates, service packs or patches. By no means can stethos be held liable for defect or lost data. On request stethos informs the client for free what needed to be done to fully backup the software.

2.8 Additional Clauses

stethos undertakes to inform the customer in duly about any modifications of the terms of this contract. stethos explicitly reserves the right to terminate this contract in case of the making use of the Update and Support Service contravenes to this contract or exceeds the services agreed on in this contract. stethos may refuse to answer a support query. This may be the case if the customer runs the software on hardware which does not fulfil the technical requirements for running the software, or if the customer runs outdated software versions, which are no longer supported by stethos. stethos may also refuse service to customers who have not paid their contractual fees or are in the process of declaring insolvency.

2.9 Salvatoric Clause

Should any term of this contract be declared void or held to be unenforceable for any reason, such declaration shall have no effect on the remaining terms and conditions hereof, and should be reformed by the parties only to the extent necessary to make it enforceable to serve the commercial purpose.

2.10 Court of Jurisdiction and Applicable Law

If the Customer is a fully qualified businessman according to the Code of Commercial Law (HGB), legal entity under public law or special property under public law, the location of the exclusive court of jurisdiction is Stuttgart, Germany. stethos is entitled to sue also at the place of the Customer's headquarters.

2.11 Changes of the Agreement

Any additional changes or additions to the Agreement must be, for reasons of evidence, made in writing, as long as not laid down otherwise in this Agreement. There are no supplementary verbal agreements to this Agreement.

Customer

stethos GmbH

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Surname, Last name

.....
Surname, Last name

.....
Job description

.....
Job description

.....
Signature

.....
Signature

.....
Stamp and date

.....
Stamp and date

Appendix 1 to Service Contract Number: _____
will be completed by Licensor (stethos)

The client has _____ licenses which had been billed to:

Appendix 2

Contact persons from customer site

Name	Telephone	Mobile phone	Fax	e-mail
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Appendix 3

Contact persons and ways from stethos site:

e-mail to: support@stethos.com

Phone numbers, please call in this order to get somebody hold on your problem:
stethos telephone: +49-7031-860910
stethos fax: +49-7031-871444

Appendix 4

ELP runs on _____

Appendix 5

Total annual support fee for the licenses noted in Appendix1 for _____ years: _____

Appendix 6

Contract Version 170925