

Service and Update Agreement

of Softsolution GmbH, registered in the
Companies Register of St. Pölten Regional Court
under number 198342 f, business address:
3340 Waidhofen an der Ybbs, Im Vogelsang 18
(hereinafter referred to as "*Softsolution*")

January 2017

1. Scope • General provisions • Definitions

The following terms and conditions apply to update and maintenance services for software products provided by Softsolution GmbH (Licensor) to the Licensee.

Any (in particular: general) terms of business of the Customer are herewith rejected; they shall not bind Softsolution even if Softsolution does not explicitly reject them when the contract is concluded and even if these conditions state that their applicability is an express condition for the transaction. Furthermore, the applicability of any deviating conditions (in particular General Terms and Conditions of Business) of the customer shall not be accepted either, even if the customer or other contractual party does not object to these General Terms and Conditions or other contractual provisions.

If there are any contradictions in the constituent parts of the Agreement, the documents shall apply in the following order: any special agreements to the extent they are explicitly confirmed in writing by Softsolution (the written form includes telefax and e-mail messages); License Agreement; Maintenance and Update Agreement; the General Terms and Conditions of Business (and the conditions and agreements referred to in these General Conditions); legal standards.

Unless explicitly agreed otherwise below – in particular for the intention and purpose of a phrase – the terms specified below shall have the following meaning in this Agreement:

- "*Softsolution or Licensor*" shall be Softsolution GmbH, FN 198342 f, registered in the Companies Register of St. Pölten Regional Court
- "*Customer or Licensee*" shall be any contractual and/or negotiating partner of Softsolution who uses, used or intends to use a *service of Softsolution*, irrespective of whether a contract has been concluded or not;
- "*Service*" shall mean any item, supply and/or other service provided by Softsolution, be it tangible or intangible, such as in particular
 - equipment* – e.g. scanners
 - hardware* – IT devices and their documentation
 - hardware components* – parts of hardware available separately
 - software* – computer programs and their documentation
 - system software* – software with the functionality of an operating system, data management system and/or program development system
 - software components* – parts of software available separately
 - user software* – software that is not system software
 - standard software* – software that is or is intended to be made available to more than one customer for use
 - individual software* – software specifically developed for the Customer
- "*Order*" shall mean the binding request of a customer for provision of a service and or delivery by Softsolution;
- "*Contract*" shall mean the legal transaction concluded between Softsolution and the Customer;
- "*Goods*" ("*Object of delivery/sale/contract* ") shall mean any product and/or any (other) service of any kind provided by Softsolution;
- "*Delivery*" of goods or other services shall mean the related service provision by Softsolution;
- "*Resale*" of goods or other services shall mean the sale to a customer after the goods or services have been returned and taken back from another customer on any legal grounds.

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2. Scope of performance

The Licensor takes on the (preventive) maintenance of the licensed software. Maintenance includes services to maintain the operability of the software at the Customer's/Licensee's site and to remove any defects and – to the extent this is reasonable – other faults but without guaranteeing that an interruption of operability will be avoided. A defect in the meaning of this Agreement shall mean that the software does not work as described in its specification, provides incorrect results, stops running randomly or otherwise fails to work according to specification so that the use of the software is prevented or impaired.

The Licensor shall provide services to remove bugs in the software and within reasonable bounds also other faults (i.e. imperfections of the software that impair its functioning) that occur in the use of the software during the term of this valid Agreement upon receipt of a corresponding troubleshooting request over a hotline.

Debugging includes the localisation of possible causes, error diagnosis as well as removal of the bug or – if the latter is not feasible at reasonable expense – restoration of software operability by working around the fault. Other faults are removed within the scope of maintenance if this is possible with reasonable effort. If the fault can only be removed by re-programming essential parts of the affected program anew, this is not considered to be reasonable effort.

The Licensor warrants that a hotline is available to provide support should problems arise with a product of Softsolution GmbH acquired by the Licensee.

The hotline is available as follows:

- Monday – Thursday, 8 am to 12 noon, and 1 pm to 5 pm
- Friday, 8 am to 12 noon, and 1 pm to 2 pm
- On business days unless these are Austrian national holidays

Times are in GMT + 1 (Central European daylight/standard time). The hotline can be reached

by:

- phone at +43 7442 53988 – 220
- e-mail at: support@glass-iq.com

When the Licensor has received a service request from the Licensee, telecommunication-assisted remote maintenance will be carried out if possible. If the remote maintenance efforts prove to be unsuccessful, employees of the Licensor will perform maintenance tasks and/or servicing and updating at the place of installation – in line with the respective agreement and against an extra fee.

Furthermore, the Licensor will also install software updates. Updates are software versions that remove software bugs and improve the operability of the software without new features being necessarily added to the software.

The all-inclusive scope of this service is 60 working hours maximum a year for service provision by our service department. Any service beyond this scope will be charged at a rate of € 95 net per hour plus statutory VAT of 20 %, with the billing on a 15-minute basis. There will be no reimbursement for services not utilized.

This service includes troubleshooting for standard applications for the respective customer installation. **Not included** in the service are

- instruction
- training
- support on site
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The installation of such updates by means of remote access is included free of charge for the Licensee. If the Licensee requests that updates are installed on site, a quotation will be submitted for this service which will be charged separately.

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3. Service parameters – Exceptions

The Licensor shall not be obliged to provide to the Licensee any services beyond the scope defined in item 2. This refers in particular to training, support on site, diagnosis, restoration of data and installation.

4. Term and termination

This Agreement shall be valid from the defined effective date of the Maintenance and Update Agreement (offer) for **one year**. It shall automatically renew for one more year unless it is terminated by the Licensee in writing, observing a two-month period of notice by the end of a year. Termination during the year is not possible.

5. Fee

The fee is an annual fee. It shall be due in advance for one year and depends on the number and/or type of contractual products purchased. The Licensor shall be entitled to increase the fee by a 10 % maximum at the end of a year compared to the previous year's rates. If the Licensor increases the fee by more than 10 %, the Licensee is entitled to withdraw from the Agreement within 14 days from receipt of a written notice about the price increase. If the Licensee fails to terminate the Agreement during this time, the new fee shall be considered agreed.

6. Data carrier

New software versions are supplied on USB data carriers and/or by data transfer.

7. Termination

If the Licensee or his employees or agents violate a provision of this Agreement, the Licensor shall be entitled to terminate the license agreement between the Licensor and the Licensee forthwith. In the event of termination by the Licensor, there is no entitlement to reimbursement of any amounts paid. In such a case, any fees not yet paid shall be paid to the Licensor by the agreed end of the maintenance period.

8. Disclaimer

The Licensor's liability shall be limited to the license fee paid for the software. No liability is assumed for the loss of data and its restoration. These limitations of liability shall apply mutatis mutandis for the Licensor's employees and agents.

9. Licensee's obligation to cooperate

The Licensee shall support the Licensor to the best of his ability in any maintenance and update requests. The Licensee shall take the necessary measures – to the extent this is reasonable – to determine, localise and document the faults and other defects. This applies in particular to creating technical conditions that make remote access to the Licensor products possible and that are the subject of this Maintenance and Update Agreement.

The Licensee further agrees to provide support by providing exemplary data, system logs and dumps, by saving input and output data and detailed information and other documents suitable to illustrate the faults or other defects to facilitate the fastest possible handling of service requests.

10. Miscellaneous

If any of the provisions of this Agreement are ineffective in whole or in part, the validity of the other provisions shall not be affected. The ineffective provision is to be replaced by an effective one that comes closest to the content and intent of the ineffective provision.

Changes, amendments, additions and similar to this Agreement require the written form to be effective; the same applies for a waiver of the written form requirement.

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The present Agreement is subject to Austrian law exclusively, under exclusion of the conflict of law rules of international law and the UN Convention on Contracts for the International Sale of Goods. The courts of Linz/Austria shall have exclusive jurisdiction.