

General Terms and Conditions for Software Maintenance (Services)

The parties have concluded an agreement on the provision of software. The terms and conditions below apply to the provision of software maintenance services by ifm electronic gmbh (hereinafter referred to as “service provider”) in respect of the software supplied to the customer. Deviating terms and conditions of the customer are expressly not recognised.

1. Definitions

Service provider:	ifm electronic gmbh or an affiliate company of ifm electronic gmbh.
Main contract:	Special agreement between the customer and service provider on the provision of software.
Customer:	Natural or legal person who commissions the service provider to provide the contractual services.
Software:	The computer program specified in the main contract.
Update:	New program version of a software used to eliminate errors found in the previous program version.
Upgrade:	New program version of a software containing new or improved functionalities of the software.

2. Subject matter of the contract

The service provider provides software maintenance services in respect of the software supplied to the customer. The provision of the services described here is dependent on the conclusion of the main contract.

3. Remuneration

There is no special remuneration owed for the services rendered by the service provider unless otherwise mutually agreed.

4. General obligations (to perform), cooperation of the customer

The customer shall provide the service provider with all the information required to properly assess and process the respective service query without being prompted to do so.

Furthermore, the customer is obliged to install the updates made available to it by the service provider and to use only the most current version of software or the version prior to the most current version. This shall not apply if this is unreasonable, for example because the most current or the predecessor software version is/are defective, and this would impair the customer's operations.

5. Scope of service, service times

The service is provided by the service provider by email or over the phone in German or in English.

Service time:

The current service times available on the country-specific homepage of the service provider apply, e.g. <https://www.ifm.com/de/de/de/kontakt/kontakt> for Germany.

The service provider is obligated to respond to a service query within the response times defined below. Response time refers to the time taken to respond once a service ticket has been opened by the service provider describing a specific and reproducible incident (“ticket creation”). Response times are measured during the respective service period.

The following response times apply whereby the priority of the incident is defined by the customer:

Priority	Definition	Reaction time
High	The incident has a serious impact on business operations or activities, or business operations cannot be carried out. The incident requires immediate action because significant losses may result or overall business operations may be affected.	4h
Medium	Due to the failure, a business transaction does not function as intended. The incident has a minor impact on business operations.	8h
Low	The incident has a minor impact or no impact on business operations.	24h

Incident: An incident within the meaning of these terms and conditions is said to have occurred if the software, when used according to the contractual purpose, the scope of services agreed and the system requirements outlined by the provider, does not provide the functionalities described in the product/service description during the term of this contract.

The manner in which the services are provided is at the reasonable discretion of the service provider. The service may also take the form of guidelines or instructions for the customer. The customer is required to adhere to such instructions.

6. New program parts

The service provider shall continue to work on developing the software licensed to the customer and shall incorporate future developments in updates or upgrades.

The service provider can at any time replace the software licensed to the customer with updates or upgrades at its own reasonable discretion.

The service provider shall grant the customer usage rights to such updates and upgrades in accordance with the underlying main contract.

7. Liability

The service provider shall be liable in accordance with statutory regulations for any loss or damage to the customer caused with intent or by gross negligence, or which ensues from the absence of a warranted property, arises from a culpable breach of cardinal duties, results in

harm inflicted on life, limb or physical health, or where liability is assumed under the product liability law.

Cardinal duties include those contractual obligations which have to be fulfilled in order for the agreement to be executed in the first place; which the contractual partner may rely on being performed as a matter of course; and which if breached by the other party may jeopardise the very purpose of the contract.

If a cardinal duty is breached, liability – provided the damage is merely caused by slight negligence – shall be limited to those losses which are typical and foreseeable and must therefore be anticipated in connection with the provision of software under the contractual agreement.

If the damage suffered by the customer is due to loss of data, the service provider shall not be liable for this.

In all other respects, liability – irrespective of the particular legal basis – shall be excluded.

8. Term of contract and termination

This agreement is linked to the term of the main contract and automatically ends once the main contract expires or is terminated in some other way. If the main contract is extended, then this agreement shall be extended automatically, too.

The following applies to ifm moneo software products:

With the purchase of the software, the customer acquires a right to (free) service until the end of the calendar year in which it purchased the corresponding moneo modules and the following year. At the end of the following year, the entitlement to services expires. The customer can either conclude a new service contract or book individual services as required. This presupposes compliance by the customer with the obligations to perform and cooperate described in Clause 4.

9. Final provisions

If individual clauses contained in this contract are or become legally ineffective – in part or in full – the validity of the remaining provisions of this contract shall not be affected.

This contract shall be governed by the law of the country in which ifm is headquartered. The application of the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (UN Sales Convention) shall be excluded.

The exclusive place of jurisdiction for disputes arising from or in connection with the agreement shall be at the registered office of ifm.