

Supplementary Terms of Use Software Services (SaaS) for USU Service Management modules and components from USU GmbH

1 Scope of services

1.1 Within the framework of these contractual conditions and the priority SaaS program coupon, USU GmbH shall provide the customer with preconfigured (customizing) software solutions on hardware of USU GmbH or its contractors, the connection of the systems to a carrier, the administration of software, databases, firewalls and more associated of its contractors, the connection of the systems to a carrier, the administration of software, databases, firewalls and associated infrastructure, the import of bug fixes and new versions, the transfer and import of external data in accordance with the customer's requirements and the provision of suitable data backup mechanisms at and on the systems of USU GmbH or its contractors.

The functional scope of the software is described in the software documentation. USU GmbH is entitled to further develop the products on an ongoing basis; deviations of the delivered products from the ordered products are permissible insofar as they are reasonable for the customer.

1.2 The services mentioned under 1.1 refer exclusively to the software components developed, distributed and/or required for the maintenance of proper operation by USU GmbH or its affiliated companies.

1.3 Activities such as maintenance and replacement of hardware components or system configurations that must be carried out at the customer's premises are generally not included in the SaaS fee and will be charged according to the currently valid price list of USU GmbH plus travel expenses.

2 Troubleshooting and cooperation services

2.1 The obligation to correct errors refers to the latest released release of the standard software products. It ends for an old release eighteen months after the release of a new release, unless the licensee cannot reasonably be expected to accept it. In this case, the Licensor shall continue the maintenance on a time and material basis against payment.

The Licensor shall remedy errors within a reasonable period of time and shall commence with the examination of the reported error and the initiation of the necessary remedial measures in the event of operational or obstructive errors at the latest within a reaction time of four hours. The reaction time runs within the support times.

Deviating from the error classes of the Bitkom, the following error classes apply:

- Class 1: Cessation of business activities
- Class 2: Business activity is made more difficult
- Class 3: Business activity is affected, ongoing business is not restricted.
- Class 4: Business activity is not affected by identifiable problems.

2.2 Tickets of error class 1 must additionally be reported by telephone in accordance.

Upon request, the Licensee shall provide the Licensor with a current database dump (data shall be provided anonymously by the Licensee, if necessary).

The Licensee shall provide USU Support and Development with remote access to his system for troubleshooting purposes.

Changes to the system environment (hardware and software) must be documented by Licensee and made

available to Licensor. Required database, network and server log files (log files) are made available to USU support.

The Licensee is involved in fault isolation and supports the Licensor through function and integration tests.

For errors of error class 1, where 24x7 applies, contact persons of the Licensee must also be available 24x7 if necessary.

3 Rights of use

3.1 By using the SaaS services of USU GmbH, the customer acquires the non-exclusive and non-transferable personal right to use the software or software modules listed in the SaaS program certificate, which is limited in time to the duration of the contract. The right of use expires upon termination of the contractual relationship due to expiration of time or termination.

3.2 The right of use expires upon termination of the contractual relationship. The rights and obligations to the data resulting from the use are exclusively with the customer. At the end of the contract, these data will be transmitted to the customer on a suitable medium in the form of a database backup.

3.3 USU Analytics is licensed to analyze the following data sources:

- USU Analytics Datamart database
- USU Service Management Database

Data sources from third-party systems must be licensed separately, may only be linked to USU Analytics Datamart via import, and must be technically related to the USU Service Management Suite.

4 Warranty

4.1 During the term of the contract, USU GmbH warrants to the customer that the software products made available for use through SaaS services are fundamentally usable within the meaning of the program description and the operating instructions.

4.2 For the reasons stated under 4.1 above, USU GmbH shall not assume any liability for the faultlessness of the software. In particular, USU GmbH does not guarantee that the software satisfies the requirements and purposes of the purchaser or cooperates with other programs selected by him. The responsibility for the correct selection and the consequences of the use of the software as well as the intended or achieved results lies with the customer. The same applies to the written form accompanying the software material.

4.3 If the software is not usable within the meaning of 4.1, the customer shall have the right, during the term of the contract, to terminate the contract after two reasonable unsuccessful deadlines for rectification to USU GmbH for good cause. USU GmbH shall have the same right if it is not possible to produce usable software within the meaning of 4.1 with reasonable effort. In the event of termination for good cause, the customer may claim damages in accordance. Further claims are excluded, unless they are legally mandatory.

5 Data security

5.1 USU GmbH guarantees its customers that the operation of the hardware will take place in suitable premises at USU GmbH or its affiliated companies or contractual partners. The customer shall inform USU GmbH of any special requirements it may have with regard to these premises. If the customer fails to do so, any claims for

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compensation shall lapse in the event of damage in this respect.

5.2 All data arising from the relationship between USU GmbH and its customers and from contacts with third parties authorized by the customer shall be treated strictly confidentially. USU GmbH must be notified in writing of any requests by the customer for the treatment of confidential information and personal data that go beyond the statutory requirements and the standard of USU GmbH. If the customer fails to do so, any claims for compensation shall lapse in the event of damage in this respect.

5.3 The data resulting from the customer's use of the software is backed up incrementally on a daily basis and absolutely weekly. Data backups are stored outside the premises used for hosting and delivered to the customer by arrangement.

5.4 The customer is aware that the Internet is a public and international forum with unavoidable security risks. This makes it particularly vulnerable to attacks by third parties. USU GmbH therefore excludes all liability claims based on data corruption and data misuse by third parties.

5.5 Communication with the customer as well as with third parties authorized by the customer takes place via a secure, state-of-the-art connection.

7.4 For maintenance work outside the service hours, we charge a lump sum and the cost of the hours worked. Deployments on weekends are carried out by two employees. Software changes are coordinated with the person responsible for the application.

7.5 Faults are classified when they occur as specified in the service conditions.

USU GmbH reacts to malfunctions within the response times defined in the service conditions.

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6 Provision of the agreed services

6.1 USU GmbH shall (a) make the agreed services available in accordance with the order, the service conditions and these General Terms and Conditions, (b) provide support in accordance with the services defined in the service conditions, bear an economically reasonable expense in order to (c) keep the online services available at the service levels defined in the service conditions. This excludes the non-availability of the system in the event of announced maintenance and servicing work and circumstances beyond the control of USU GmbH.

6.2 Should USU GmbH fall below the contractually agreed total availability, the customer may demand an appropriate reduction in the annual user charge.

6.3 This availability refers exclusively to the operation of USU's own or rented hardware and software, the databases and firewalls entrusted to it, and the communication link to the next suitable carrier. It assumes a theoretical availability of the Internet of 100%.

6.4 USU GmbH excludes all liability claims arising from unavailability and lack of performance of the Internet.

7 Information processes

7.1 The customer names dedicated contact persons for communication between the customer and the USU Support Center.

7.2 Maintenance work will be announced by e-mail, stating the expected duration within the period specified in the contract conditions. If the end of the maintenance work has been reached, a final notification will be sent.

7.3 Maintenance windows lie within the service times. In principle, all maintenance is announced by the Contractor with a notice period of two weeks (mail/information on start and end of maintenance). In individual cases, maintenance windows outside the service hours can be ordered at extra cost. If the maintenance work does not exceed the service times up to 19:00 hours on the same day, no additional costs arise.