



SOFTWARE MAINTENANCE AND SUPPORT AGREEMENT

Between

AIT Applied Information Technologies AG
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D-70736 Fellbach
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Email: support@visloc.com
Germany

- hereinafter called AIT –

and (End Customer)

Company _____
Name, First Name _____
Street _____
Zip Code / City _____
Telephone _____
Fax _____
Email _____

Start date of the agreement _____

Object of agreement _____ **Version** _____

The object of agreement runs under the operating system _____

Reference key _____

A software maintenance and support agreement between the parties stated above is concluded according to the following terms and conditions. In the following agreement "AIT" is referred to as "Licensor" and the end customer is referred to as "Licensee".

The aim of software maintenance and support agreements is to ensure the program status, continuous support and provision of updated program statuses due to, e.g., legal changes but not technical changes, modifications as a result of necessary operating system changes which are liable to costs as well as specific adaptations and additional wishes of the licensee. These are handled separately and charged according to the work required. Support of the customer's hardware is not object of this agreement.

AIT will support the software to the best of its knowledge and to the satisfaction of the users. Nevertheless, liability is excluded.

1. Object of the Agreement / Maintenance and Support Fee

1) AIT accepts support services for the software "Visual Localize". Support responsibility only refers to the software in its latest version as far as, in individual cases, an update by the customer is considered unreasonable.

2) Service responsibility starts with the date specified in the Software Maintenance and Support Agreement. Agreed upon services – especially the telephone hotline support – can only be requested by the customer's employee stated as contact person in the Software Maintenance and Support Agreement or by a representative named in writing by the customer.

The Software Maintenance and Support Agreement is strictly concluded for a licensed software product. For this, the invoice number of the software to be supported has to be specified.

For the software maintenance and support the customer is expected to pay an annual lump sum of 18 % of the licensed software net list price based on the net list price at the date of purchase.

The calculated annual sum is a net sum in euro plus the statutory value added tax. The annual sum has to be paid for one year in advance after conclusion of the agreement.

The agreement shall be automatically extended for a further 12 months, unless terminated by customer serving at least 3 months notice in writing to AIT prior to the end of the then running agreement. The licensor is entitled to reset the licensee's maintenance and support fee for the following agreement term 3 months, at the latest, prior to the end of the then running agreement term.

2. Services

During the agreement term, AIT will provide the following services to the customer:

1. Quick advise via telephone / hotline service:
AIT is (for 15 minutes) at the licensee's disposal for questions regarding operation and function of the programs specified as maintenance and support object above. The information given is without obligation.
2. Further program enhancements and updates:
AIT will offer updated versions of the software to the licensee. Updates due to release changes are included in the software maintenance and support fee.
Additional modules which are listed as new system components / system modules in the AIT price list are not included in the support and maintenance fee. AIT will offer these additional modules to the customer for a separate fee.
3. Services via telephone / email will be carried out as soon as possible during the official working hours of AIT. The working hours (holidays excluded) are: Monday through Thursday from 8.30 a.m. to 12 p.m. and from 1 p.m. to 5 p.m., Friday from 8.30 a.m. to 12 p.m. and from 1 p.m. to 4 p.m..

3. Type of Services

The licensee is entitled to the services specified in paragraph 2 of this agreement. Transfer to third parties is prohibited. The licensee can use the services either by using the telephone or fax number or writing to the address stated above. For this, the licensee has to convey the product data (incl. reference key) specified in the agreement; otherwise the licensee is not entitled to services.

4. Period of the Software Maintenance and Support Agreement / Termination

The Software Maintenance and Support Agreement is valid for an indefinite period. It commences on the date specified above and is at first valid for the remainder of the calendar year in which it has been concluded. If the agreement has been concluded after June 30 of the running calendar year, it will be valid for the coming full calendar year. The Software Maintenance and Support Agreement shall be automatically extended for 12 months, unless terminated by either agreement party serving at least three months notice in writing prior to the end of the then running agreement term. Termination has to be in writing; otherwise it will not be valid.

The right to terminate the agreement without notice due to good reasons remains untouched. AIT is especially entitled to terminate the agreement without notice if the licensee defaults in the payments of any monies for a longer period or has changed the software and therefore complicated its maintenance.

5. Scope of Maintenance and Support Limitations

1. Excluded from the scope of the Maintenance and Support Agreement is the elimination of faults or damages due to improper use or other external influences for which AIT is not responsible. Services carried out by the licensor in order to eliminate such faults are charged separately according to the current valid price.
2. AIT is released from the responsibilities of this agreement if the licensee or a third party interferes with the software or data administered by the software.
3. Excluded from the scope of the maintenance and support specified in the agreement are especially the installation of updates, on-site support, training and the elimination of faults or changes which are necessary due to the change of existing operating systems or hardware environment or arbitrary alteration of the software or its improper use.

6. Other Regulations

The software maintenance and support services can only be guaranteed for the latest version. Support for the previous version is only offered for a maximum of 1 year after the release of the new version.

7. Customer Responsibilities

1. The customer ensures that the software is used properly and by trained personnel. If problems arise in connection with the use of the software, the customer will at first contact AIT and carry out the proposed measures for fault elimination.
2. AIT is only responsible for the elimination of faults if,
 - a. the fault is to be found in the latest version supplied by AIT as far as, in individual cases, the installation of this version by the customer is considered unreasonable.
 - b. if the fault message has been provided in writing together with copies of the printouts.
 - c. if the fault has been described in detail and, if necessary, with basic data (copies),
 - d. if the fault is repeatable, or has at least been documented by the licensee.
3. If reasonable, the licensee has to cooperate and help AIT to identify and eliminate faults and has to facilitate test possibilities.

8. Rights

If the licensee has been licensed with objects of agreement within the context of this agreement (e.g. updates, documentation, etc.), AIT is the exclusive owner of the rights of these objects of agreement. Due to the provision the customer obtains a right of use to the extent that he/she has been granted a right of use for the maintained and supported original software.

9. Liability Disclaimer

AIT does not assume or accept any warranty claims, except in cases of willful acts or gross negligence requiring liability by law. Liability for any consequential damages is excluded.

Liability for damages is in any case limited to the agreed upon maintenance and support fee per agreement year.

10. Validity of the Terms and Conditions

- 1) These general terms and conditions for software maintenance and support apply in all agreements in which AIT provides hotline and maintenance and support services for software. In addition to this, the general terms and conditions of AIT apply.
- 2) The customer's general terms and conditions do not apply even if AIT does not explicitly object to them and carries out the agreement.



11. Final Clause

- a) Any invalidity, in whole or in part, of any provision of this agreement will not affect the validity of any of its other provisions. In this case, among the parties an effective provision shall be made for an ineffective provision, which comes closest to the commercial purpose pursued by the invalid provision.
- b) Place of fulfillment and jurisdiction are, insofar as legally admissible, Waiblingen, Germany.
- c) Additional agreements have to be in writing.
- d) German law is applicable.

Place, Date

Place, Date

Licensee

AIT AG

Address Licensee

AIT AG
Auberlenstr. 13
D-70736 Fellbach / Stuttgart
CEO Rudolf Günther

Contact Person Licensee

Deputy Contact Person Licensee
