Contractual services of FROESCHL

1. System documentation
The documentation of the IT system is generated with the use of computerized aids. The documentation may only be used and copied for internal use.

Manuals:	User manual, administrator manual
System documents:	Installation guidelines and description of the configuration files, description of the script language, description of the configurable export
Help system:	An online help is integrated in the IT system. An online help for all system modules is available to support the handling of the program modules.

The integration of the existing system information by FROESCHL for the documentation of the delivered IT systems is allowed. The documentation is available in German and English.

Changed programs
The changes are documented. All delivered manuals and system documents are adjusted accordingly to the changes.

Disclosure
FROESCHL commits to deposit the latest version of the source code for the delivered system software at the notary of the company FROESCHL. This has to be done to guarantee the access for the customer **in case of termination or stopping of further developments** of the product or in case of bankruptcy.

2. Hotline service
The hotline service includes the short telephone support to answer questions about the use of the product or to localize occurring faults. FROESCHL offers support for the temporary circumvention of revealed faults until they are fixed.

The services of the maintenance agreement also include remote diagnostics and debugging by using remote data transmission via an appropriate service modem and transmission programs.

FROESCHL guarantees a recall by an employee within 5 hours, **in case of a fault scenario within 3 hours during** the normal working hours (Monday to Thursday 8:30 to 16:30; Friday 8:30 to 15:00).

The hotline service includes remote diagnostics with debugging using remote data transmission via appropriate communication equipment (hardware and software) provided by the **Customer**

3. Debugging

If a fault occurs, which reduces the use of the system products considerably, FROESCHL will start debugging immediately after the error message. The response time is 3 hours during the normal working hours.

If the debugging lasts longer, which reduces the use of the IT system considerably, **FROESCHL has to write a detailed report weekly and make it available for** the customer immediately. A considerable fault is particularly a fault with data loss and as a consequence thereof an impairment of the system.

The obligation for debugging corresponds to the latest version of the system software which is installed at and used by the customer and released by FROESCHL. The obligation for debugging the older version expires immediately when **the customer** uses the new version.

All remaining faults will be collected and then corrected. Therefore, FROESCHL forwards a corrected version of the respective software products to the customer from time to time. FROESCHL informs **the customer** in advance in writing about the changes.

The corrected and further developed versions are delivered according to the preferences of the customer on appropriate data carriers or via remote data transmission.

However, there will be a charge on services, if FROESCHL took action of a request of the customer, and it may be evidenced to the customer that there was no real program fault existing.

The customer / system user will be charged with the arising expenses of FROESCHL which were caused by faults in the system environment.

4. Consulting for communication problems with devices
FROESCHL offers to support customer in case of communication problems and check device parameters and also consult the user about correct settings for modems which are involved in the system.

5. Maintenance, state of the art
FROESCHL commits to continuously optimize the operability, the system performance and the system administration in case of new experiences regarding the use and new technologies for hardware and software, continuously.
If it is planned to change or replace the resources (hardware, net environment, etc., FROESCHL will support the **customer**. The use of new system components requires a mutual consent.

If the manufacturer changes something in the meters in the field of firmware (within already existing functions) then FROESCHL will realize the necessary adjustments for free.

Obligation to adjust the system in case legal requirements are modified.
FROESCHL commits to execute adjustments when new legal conditions become valid. The costs are regulated between FROESCHL and the customer by mutual agreement.

If required, FROESCHL will update the check lists Annex 2 (Check list for system maintenance) and Annex 3 (Check list for system security) and inform the customer about the additional requirements for the system maintenance. The list of all released resources in the <u>online help</u> under "Released Resources" is updated by FROESCHL for each new version.

6. Program updates

Updates include the debugging as well as the optimization of the program for ordered programs and program parts according Annex 1, for which a valid maintenance agreement is existing. Purchased test systems for parallel mode are a part of the total functionality and will be included in the updates.

Updates for FROESCHL standard programs are free within the scope of the maintenance agreement. In advance, FROESCHL will inform the customer in writing about all changes in the affected program parts.

Improved of optimized programs or program parts are delivered according to the preferences of the **Customer** on appropriate data carriers or via remote data transmission.

The **Customer** will be informed in writing 6 month in advance if the maintenance activities for program versions that are older than 2 release versions compared to the current version are stopped.

7. System extensions

FROESCHL commits to further develop the IT system according to the market requirements and to inform the customer in writing about the essential changes or about new system components, and, if necessary, to offer the corresponding trainings for the innovations.

8. Changes by Microsoft at its operating systems

FROESCHL commits to support the latest operating systems by Microsoft. Adjustments at the IT systems delivered by FROESCHL which become necessary are self-financing and covered by the maintenance costs during the duration of the maintenance agreement.

The released patches **of the MS operating systems can be** imported by the customer.