

ICARO Support Contract: Provisions as of 09-2021

Preliminary note

1. The contract partners have been working together in a trusting manner for years. CUSTOMER uses the ICARO product BAPI Handler and/or other ICARO solutions (contract software) for example for interfaces to its SAP systems.

1. Contract components

1. ICARO hereby offers to provide support for the Contract Software in accordance with the terms of this Agreement.
2. The offer for the respective support contract becomes part of the contract.

2. Support services

1. ICARO provides support for requests of the CUSTOMER or its PARTNER (see §3) and concerns professional and technical problems that cannot be solved within the framework of the CUSTOMER- or PARTNER-side first-level support of regular operations.

2. Specifically, second- and third-level support includes the following services:

- a) ICARO supports the CUSTOMER or PARTNER in case of technical questions concerning the handling of business processes by means of the Contract Software ("Second-Level-Support") and in case of technical disturbances of the contractual use of the Contract Software as well as in case of technical application problems or errors ("Third-Level-Support") in the sense of para. 1.

ICARO shall advise CUSTOMER and SUPPLIER in this respect and shall provide assistance by telephone or e-mail.
or by e-mail.

For this purpose, ICARO will, if required, also access the CUSTOMER's systems by remote access, provided that the CUSTOMER grants ICARO this possibility by setting up appropriate communication tools.

- b) ICARO provides the CUSTOMER with a support team for the provision of the support services and maintains a technical infrastructure in addition to qualified personnel.
3. Not included are other, standard services such as new installation of programs, on-site support, training or programming services. Such services are

usually provided on the basis of a separate order in accordance with the current ICARO price list.

3. Support team availability

1. The support team can be reached - except on public holidays applicable in Bavaria - Mondays to Fridays from 09:00 h to 17:30 h (hereinafter referred to as "regular working hours") by e-mail at "support@icaro.com", or on the Internet site www.icaro.com or by telephone at [+ 49 6028 / 991 6001]. ICARO shall inform SUPPLIER without delay of any change in the telephone numbers, the Internet address or the e-mail address.

4. Support request requirements

1. Support requests must describe the malfunction or problem as precisely as possible and state the measures already taken by the CUSTOMER or PARTNER. At ICARO's request, support requests must be made by e-mail or via the homepage.

5. Remuneration

1. The monthly flat fee is determined on the basis of the ICARO offer. This covers the provision of support (§ 2 para. 2 lit. b) and a monthly number of tickets to support services (§ 2 para. 2 lit. a and b). The support tickets are transferable within a CONTRACT YEAR freely selectable by the CUSTOMER.
2. If ICARO provides more support services in one month than the agreed and, if applicable, transferred tickets from the previous month, the CUSTOMER will be informed immediately and must agree to the additional effort in writing. If the included tickets of a contract year are provided, the additional tickets (à 15 minutes) will be charged by ICARO in the following month according to ICARO's offer.
3. Statutory value added tax is always added.
4. The lump-sum remuneration pursuant to Paragraph 1 shall be paid in advance upon conclusion of the contract for the period until the end of the next contract year (minimum contract period) and subsequently on the first working day of

each contract year for the contract year in question.

5. The contract year is determined by the CUSTOMER. It starts on 01.XX. and ends 12 months later on 31.XX.
6. Unused tickets expire at the end of the contract year.

6. Impaired performance

1. If ICARO does not provide services according to this contract or does not provide them as contractually owed, the CUSTOMER may set ICARO a reasonable deadline in writing for the proper provision of the service. If ICARO does not provide the service within this reasonable period of time or if the provision of the service fails, the CUSTOMER can reduce the proportionate remuneration according to this contract to a reasonable extent and - insofar as a threat of termination was connected with the period of time set in writing and it concerns a significant breach of duty - terminate the contract prematurely in writing.
2. The CUSTOMER may claim damages only under the statutory conditions and only to the extent that liability is justified in accordance with §7.

7. Liability

1. ICARO is liable for damages, for whatever legal reason including tort, only in accordance with the following provisions.
2. In the event of intent and gross negligence, ICARO shall be liable without limitation in accordance with the statutory provisions.
3. In other cases of negligent action, ICARO shall only be liable if an obligation is violated, the fulfillment of which makes the proper execution of the contract possible in the first place and on the observance of which the CUSTOMER may regularly rely (so-called cardinal obligation), limited to the damage typical for the contract and foreseeable.
4. ICARO is not liable for data losses if and to the extent that the data losses could have been avoided by reasonable data backup precautions of the CLIENT or PARTNER.
5. ICARO's liability for personal injury, assumed guarantees or under the Product

Liability Act shall remain unaffected by the above limitations and exclusions of liability.

8. Privacy

1. In the event that ICARO obtains access to personal data within the scope of the support, any processing of such data shall be carried out on behalf of the CUSTOMER within the meaning of the relevant data protection provisions on commissioned data processing.

9. Subcontracting relationships

1. ICARO may use carefully selected and suitable external service providers as subcontractors.
2. ICARO will, to the extent required by data protection law, oblige subcontractors to maintain data protection and confidentiality.
3. ICARO will inform the CUSTOMER about the involvement of subcontractors and changes in subcontracting relationships.
4. ICARO shall be liable for any fault of subcontractors engaged as for its own fault in accordance with the exclusions and limitations of liability agreed in §7.

10. Secrecy

1. The contracting parties shall treat all information of the respective contracting party which has become known to them in connection with this contract and which is designated as confidential or which by its nature requires secrecy, including any personal data transmitted or made accessible by the CLIENT or PARTNER, as strictly confidential and shall not disclose such information to third parties, unless this contract contains a provision to the contrary.

2. The only information exempt from this obligation is that which is
 - a) were already publicly known prior to receipt by the disclosing party or become publicly known thereafter without breach of this Agreement,
 - b) were already known to the recipient without restrictions prior to receipt by the disclosing party,
 - c) were lawfully received by the recipient from a third party without breach of confidentiality obligations,
 - d) have been disclosed by the disclosing party to a third party without the imposition of confidentiality obligations,
 - e) have been independently developed or experienced by the recipient,
 - f) required to be disclosed by the recipient by law or by governmental or judicial order, if and to the extent that, prior to disclosure, the recipient notifies the disclosing party, to the extent possible, and has given the disclosing party an opportunity to oppose such disclosure by governmental or judicial action within a reasonable time.

The contractual partners shall inform employees and, if applicable, subcontractors who have access to information within the meaning of paragraph 1 of the content of this confidentiality obligation and oblige them to maintain confidentiality.

3. The obligation to maintain secrecy shall continue to apply after termination of the contract.

11. Term and termination

1. Start of the service provision is 01.XX.XXXX.

2. The contract runs for an indefinite period.
3. Each contracting party may terminate the contract by giving 4 weeks' notice to the end of each calendar quarter, but for the first time at the end of the minimum contract period pursuant to §5.
4. The right to extraordinary termination in accordance with the statutory provisions shall remain unaffected.
5. Terminations are only effective if they have been declared in writing.

12. Severability clause

Should any provision of this contract be or become invalid or should the contract be incomplete, the validity of the rest of the contract shall not be affected thereby. The invalid provision shall be deemed to be replaced by a provision that comes as close as possible in economic terms to the meaning and purpose of the invalid provision in a legally effective manner. The same shall apply to any loopholes in the contract.

13. Written form, applicable law, place of jurisdiction

1. Amendments or supplements to this contract must be made in writing to be effective. This shall also apply to any agreement to deviate from this written form requirement. The sending of documents by fax or by e-mail shall satisfy the written form requirement; this shall apply to all cases in which the written form is required in this contract, with the exception of the declaration of ordinary or extraordinary notices of termination.
2. The contract is subject to German law to the exclusion of the UN Convention on Contracts for the International Sale of Goods.
3. The exclusive place of jurisdiction is Aschaffenburg. ICARO may also sue at other legally permissible places of jurisdiction.