



Terms and Conditions Software Service Agreement for End Customers (07/2025)

1. General Terms and Conditions and Subject Matter of the Services

- 1.1 Unless otherwise provided in these special terms and conditions for the software service contract, the general terms and conditions of Libelle AG (Libelle Terms and Conditions) shall apply in addition. The current version of the Libelle Terms and Conditions will be sent upon request to the customer.
- 1.2 The services refer to the software created by Libelle AG and installed at the customer's named location, which is specified in the software service certificate ("Software"). By signing the service certificate, these terms and the Libelle Terms and Conditions become part of the software service contract.

2. Hotline and Support

- 2.1 During the term of the contract, the employees designated by the customer (system administrator and their deputy) will receive assistance from Libelle by telephone, email, or online via remote login in the event of software malfunctions and user problems in accordance with the following conditions. Only the system administrator and their deputy, as well as customer employees specially trained by Libelle, are authorized to report malfunctions or user problems.
- 2.2 Hotline for User Problems
- Libelle provides advice via the hotline on questions that arise for the customer when using the software ("user problems"). Advice may be refused for user problems concerning software functions whose solution can be found with reasonable effort in the software documentation.
 - The hotline is available during the times listed in Section 2.3. The engagement of subcontractors is permitted.
 - Libelle may also provide the hotline in English.
- 2.3 Support for Software Errors / Customer's Obligation to Cooperate
- Libelle will provide the customer with the availability of technically qualified personnel in the event of any software errors/software malfunctions caused by program errors ("Support Service") as soon as a corresponding report is received by the Libelle hotline ("Fault Report").
 - The prerequisite for taking action within the scope of troubleshooting and error correction is the fulfillment of the customer's obligations to cooperate:
 - The customer will immediately notify Libelle of any software errors that occur and support Libelle in its work to the extent reasonable. It is recommended that the fault report be submitted in text form, describing the fault precisely and including all steps taken. Upon Libelle's request, written error reports must be submitted to Libelle, along with other data and protocols suitable for analyzing the software error.
 - When identifying, isolating, and reporting errors, the customer must follow Libelle's instructions. The customer will use checklists provided by Libelle if necessary.
 - It is the customer's responsibility to properly maintain and service the software's software and hardware environment. Before reporting an error, the customer will, to the best of their ability, conduct an analysis of the system environment to ensure that the error is not attributable to system components not covered by the software service agreement. The customer is obligated to perform proper data backups.
 - Within the scope of the support service, support may, in individual cases, require the customer to permit and support the installation and use of test programs or data, error-finding programs (debuggers), or similar tools on the affected system.
 - The following availability and response times are defined for the support service, within which Libelle must begin processing the problem after receiving a sufficiently specified error report, which includes the error behavior, affected software components, and steps already taken.
- Level 1: On-call: weekdays* Mon-Fri, 8:30 a.m.-5:30 p.m.
 Response time: 4 hours within on-call hours, possibly "next day" (remaining response time within the next on-call day, e.g., if the error message is received on Friday at 3:30 p.m. plus 4 hours of on-call time, response by Monday at 10:30 a.m.).

Level 2: On-call: weekdays* Mon-Fri, 8:30 a.m.-5:30 p.m.
 Response time: 4 hours (within the same business day, e.g., if the error message is received on Friday at 3:30 p.m. plus 4 hours of on-call time, response by Friday at 7:30 p.m.)

Level 3: Availability: 7 days a week, 24 hours a day (7x24),
 Response time: 4 hours.

* *Working days within the meaning of the contract are those of the federal state of Baden-Württemberg with the exception of December 24th and 31st.*

- 2.4 Software errors will be classified by Libelle at its reasonable discretion, taking into account the interests of the customer, according to the following categories and will be remedied within a reasonable time, depending on the scope and difficulty of the work:
- In the case of software errors that make the intended use of the software impossible, unreasonably restrict or hinder it, Libelle will, to the greatest extent possible, neutralise these errors by means of reasonable interim and workaround solutions (e.g. workarounds) with regard to the usability of the software and will correct them in one of the following releases or an interim release;
 - In the case of software errors that objectively reduce the economic viability of the software to a noticeable extent, Libelle will usually correct these errors through one of the following regular releases;
 - In the case of software errors that do not or only insignificantly affect the contractual use of the software, Libelle will correct them after consultation with the customer.
- 2.5 The respective support or troubleshooting by the support service may include:
- Provision of an extraordinary, new release (new version of the software, see section 3), or
 - Explanation of a so-called workaround (temporary workaround method) for dealing with a problem if it cannot be resolved immediately, so that functionality is largely maintained.
- Releases may be communicated to the customer online or made available for download. The customer shall promptly install or implement any updates, releases, or other bug fixes provided by Libelle.
- 2.6 In the event of a software error, Libelle reserves the right to make a technically justifiable and group-acceptable decision, applicable to all customers, as to whether and how changes to the software will be made, possibly through releases, etc. In this case, Libelle may, in particular, reject changes to the software if these
- require a general restructuring of the software or
 - would amount to an expansion of the scope of delivery or
 - would only be necessary for the individual customer but would not be compatible with the group.
- The latter does not apply if the customer experiences a significant operational disruption due to the software error. The right to extraordinary termination of the service contract for good cause remains unaffected.
- 2.7 A prerequisite for Libelle's support service is that a "software error" exists according to the following definition:
- Reproducible and documentable faulty execution of software functions specified in the service description, resulting in incorrect results, uncontrolled termination, or otherwise malfunctioning; Software errors are not considered to be:
- the isolated occurrence of malfunctions that neither cancel nor significantly impair the functionality of the software,
 - minor deviations from the agreed or assumed quality in the service description,
 - malfunctions not caused by the software (incorrect operation, incorrect manipulation, unauthorized interventions, interference from third-party products, errors in the data material provided by the customer or third parties, changes to the software data that are not made using Libelle's proper and licensed programs),
 - malfunctions caused by the customer through a breach of their duty to cooperate, and
 - malfunctions caused by virus attacks or other malware ("malicious software").



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- 2.8 If, in exceptional cases, work is required at the customer's installation site as part of the support service, travel costs, travel time, overnight costs, expenses, and hours worked will be billed separately. Weekend surcharges are based on the current price list.
- 2.9 With the customer's consent, work within the scope of the support service can also be performed remotely, provided the technical requirements are met at the customer's site. In particular, the customer will ensure that personal data cannot be accessed. Libelle will, regardless of this, require its service employees to comply with the relevant data protection regulations.
- 3. Software Release**
- 3.1 The customer will receive a regular, current release of the software at no additional cost as soon as it is generally approved by Libelle.
- 3.2 Releases include the dissemination of product improvements developed by Libelle and adjustments due to changes in the relevant technical environment (e.g., a more recent release of underlying database software or operating systems) as well as functional changes due to mandatory conditions (e.g., legal requirements). Therefore, significant performance changes or enhancements may also be included in a release. A performance improvement of the software is not guaranteed.
- 3.3 With the release, adjustments to the software documentation will be made available online, by email, or by mail, if necessary.
- 3.4 Six (6) months after the release is made available, only this release will be supported by Libelle; The latest version of the software replaces the subject matter of this service agreement. The customer is not obligated to install the release if its use is unreasonable, for example, because the latest software version is faulty and would thereby impair the customer's operations.
- 4. Additional services available upon request**
- The following services are not part of the service agreement and can be arranged separately in consultation with Libelle:
- User training;
 - Conversion or migration of the hardware and software environment to a new release;
 - Software customization.
- 5. System Administrator**
- 5.1 The customer shall designate a system administrator and their deputy in writing. They must be IT-trained and competent.
- 5.2 The system administrator and their deputy shall be Libelle's contact persons for all matters relating to the implementation of the contract.
- 6. Service Disruptions During the Term of the Contract**
- 6.1 If Libelle fails to provide support despite a sufficiently detailed fault report within the agreed timeframe, or if the software error is not remedied within a reasonable period of time ("Service Disruption"), the Customer is entitled to a repeat of Libelle's service efforts during the term of the contract.
- 6.2 The Customer must request a repeat effort within a reasonable period of time regarding an existing service disruption. Libelle will only be in default upon written reminder from the Customer if the service disruption still exists and Libelle is responsible for it. An explicit written reminder from the Customer is only required if
- Libelle has seriously and definitively refused to provide the service, or
 - the immediate occurrence of the default is justified for special reasons, taking into account the interests of both parties.
- 6.3 If Libelle fails to repeat a service effort, the customer is entitled to demand a reduction in the fee, whereby the flat rates according to Section 6.4 apply. The right to extraordinary termination of the service contract for good cause remains unaffected.
- 6.4 The flat rate reduction in the fee according to Section 6.3 amounts to:
- 10% of the monthly fee for each day on which the agreed response time was exceeded or the hotline was not available during the agreed availability time,
 - 5% of the monthly fee for each full calendar week in which contractual services other than those specified in paragraph a) were not provided.
- The reduction is limited to the amount of the monthly fee for each affected month. If multiple reductions occur simultaneously, only the highest reduction applies. The customer is free to provide evidence of a higher reduction, and Libelle is free to provide evidence of a lower reduction.
- 7. Claims for Defects**
- 7.1 If defects occur after the end of the contract term, the statutory provisions, the provisions of these Terms and Conditions for the Software Service Agreement, in particular Sections 8 to 10, and the provisions of the general Libelle Terms and Conditions apply.
- 7.2 The following applies in particular to services: The customer must properly fulfill its obligations to inspect and report defects for all services received from Libelle in accordance with Section 377 of the German Commercial Code (HGB). This is a prerequisite for asserting claims for defects. The customer must therefore inspect and examine the respective service immediately upon receipt of the service and, if an error or defect is discovered, notify Libelle immediately. This also applies to releases, which the customer will immediately install in its system and check for any defects.
- 8. Remuneration**
- 8.1 The monthly service fee is specified in the software service certificate. It is due in advance at the beginning of the calculation period specified in the software service certificate for the respective calendar year(s), plus the applicable statutory VAT.
- 8.2 Libelle may change service fees and/or percentage surcharges by giving three months' written notice to the end of the respective contract term.
- 8.3 Fee increases may not exceed the rates of the previous contract year by more than 10% per contract year. If an increase in service fees or a percentage surcharge exceeds 8% of the rate applicable in the previous contract year, the customer may terminate the contract in writing with three weeks' notice to the end of the announced increase period.
- 9. Term of Contract / Termination**
- 9.1 The service contract shall enter into force without special agreement on the 1st of the month specified as the first service date in the software service certificate.
- 9.2 This agreement may be terminated by written notice at least three months prior to the end of the contract period, without stating reasons, for the first time after at least 12 months from the effective date of the service contract. The term of the contract shall automatically be extended by one year at a time unless terminated by either party with three months' notice. Termination for good cause remains unaffected.
- 9.3 Either party is entitled to terminate this agreement without notice by written notice to the other party if the other party is in default of fulfilling any essential provisions of this agreement and fails to comply despite a written warning with a reasonable grace period.
- 10. Licenses**
- Releases replace parts of the original program code and thus become part of the licensed software. Earlier program versions may only be used for archiving purposes; the license continues in the latest program version.