



Annex

General terms and conditions for maintenance and software support (the “agreement”)

1. Scope of services

The services to be provided by EUROIMMUN under this Agreement are divided into maintenance services on devices, support services for software and other services.

1.1 General scope of services. The relevant contractual service is defined by this Agreement and the option selected by the client in the offer form under the “Issue order” section of the offer together with the service described in the offer. The services exclusively encompass the devices, software or a combination of the two specified in the offer (the “product”)

1.2 Software support services. The EUROIMMUN support services include the following (“support services”):

- The transfer of the latest program versions (minor release only) of the software indicated in the offer form. The transfer also includes the installation of the software if this is more complex than a simple, menu- controlled transfer of the program code to the memory of the customer computer or device.
- Updating the software documentation. If there is a material change to the scope of functions or operation of the software, completely new documentation shall be provided.
- After the expiration of the warranty period for the software, the elimination of defects both in the program code as well as within the documentation.
- Written (e.g. email) as well as telephone customer consulting in case of problems concerning the use of the software as well as any program errors that arise.

1.3 Excluded services. The scope of services does not include:

- Any services to customise or integrate or maintain the device in a specific client environment or based on specific client requests or requirements,
- The rectification of damage or changes resulting from the client’s intent or negligence, incorrect operation, improper use, non-compliance with the installation conditions or instructions for use or cooperation requirements, non-compliant use of the product or modifications to the configuration or other unforeseeable effects on the product,
- The rectification of damage or changes due to unauthorised interventions or effects by the client or a third party,
- The restoration of the client’s data,
- The rectification of damage or changes due to force majeure or other influences for which EUROIMMUN is not responsible (e.g. mains power fluctuations, high dust content, surge damage, power failure as well as errors introduced via IT networks, etc.);
- Maintenance services and other services on products that were not procured from EUROIMMUN,
- Support services for third-party or external software are not covered by these terms and conditions,
- Support services following a client intervention in the software’s program code,
- Support services concerning the interaction of the contractual software with other computer programs that are not subject to this Agreement.
- The services do not include updating the software to a major release.
- Any type of on-site support services for the client. In this case, Section 8.3 of this Agreement applies.

2. Term

2.1 Start. The term of this Agreement starts after the relevant product has been installed and the installation protocol has been signed.

2.2 Purchase option. If the client purchases the product, this Agreement has a term of one year and automatically extends by a year at the end of the term of the contract if it is not terminated at least three months prior to the end of the contract period.

2.3 Lease option. If EUROIMMUN transfers the product to the client as part of a lease agreement, this Agreement remains in place for the entire product lease period.



3. Hotline (telephone and ticket system)

- 3.1 EUROIMMUN provides customer support and advice on the products (device and software) or for troubleshooting over the phone or other remote communication methods.
- 3.2 The hotline is available during the times indicated on the EUROIMMUN homepage (www.euroimmun.com). The current telephone numbers and availabilities are also supplied on the homepage.

4. Remote support

4.1 Remote support services. The remote support services include:

- Remote support activities on products procured from EUROIMMUN (updates, checks, optimisation initiated by EUROIMMUN),
- Configuration changes via remote support to products procured from EUROIMMUN (create EUROIMMUN items, modify analyses),
- Provide remote support for users with products procured from EUROIMMUN (client has caused errors and requires support),
- Migration of products to other platforms (server/computer replacement) via remote support.

4.2 **Requirements for remote support.** EUROIMMUN support employees may provide remote support via VPN or a remote support software. A requirement for providing remote support is the establishment of a protected internet connection. The client bears any associated setup costs for this internet connection.

4.3 **Remote support process.** If remote support is required, after a share is enabled by a client employee, a support hotline employee receives access to the client's system via a remote support program. Support takes place over the internet, based on the share supplied, via either read or write access to the supplied software system located on the client's premises. All changes and data access by the support employee in the software system can be monitored on-screen by the client's employees at all times. Read and/or write access ends as soon as a client employee ends the share.

4.4 **Monitoring the support services.** The client is responsible for ensuring that the access by the support employee is monitored on its own screen for the duration of the remote support access.

5. Appointment

EUROIMMUN shall contact the client in good time to arrange an appointment prior to providing the service. The services shall be provided during EUROIMMUN's usual business hours (Monday to Friday 7 a.m. to 6 p.m.).

6. Location

Maintenance and repair services shall be carried out via remote support where possible or at the client's premises, at the discretion of EUROIMMUN. If additional, more extensive repairs are necessary, the relevant device is collected for repair by EUROIMMUN at the sole discretion of EUROIMMUN and in agreement with the client. EUROIMMUN may, at its sole discretion and in agreement with the client, supply a replacement device for the period until the repair has been completed.

Software support is carried out at the discretion of EUROIMMUN via remote support or at the premises of the client. On-site services, which are carried out at the request of the client, are chargeable additional services within the meaning of Section 8.3 and shall be invoiced in accordance with the "General information on the billing of services" attached to the offer.

7. Client duty of cooperation

7.1 **Data backup and software support.** The client is responsible for the proper arrangement of regular data backups. However, EUROIMMUN shall perform electronic backups of the data for the system setting and configuration to minimise the risk of the loss of these data in the event of a device or software failure. EUROIMMUN shall store these data for the duration of the relevant maintenance interval before they are erased.

7.2 **Client update obligation.** To ensure the system security of any supplied Windows systems and their compatibility with the latest technological advancements, security updates must be installed at regular intervals and the anti-virus measures used by the client must be kept up to date. The client is responsible for servicing and maintaining the system. In particular, the client must ensure that the relevant system environment and other software and hardware is up-to-date and appropriate for the respective updates.



- 7.3 Obligation to provide information and support.** The client shall notify EUROIMMUN of any irregularities in operating the products and offer every support to EUROIMMUN during maintenance, service, troubleshooting, fault clearance and repair. This particularly includes submitting written problem reports to EUROIMMUN upon request and supplying other data and records appropriate for analysing the error. The client shall appoint a qualified employee as a contact for EUROIMMUN who is authorised to independently provide the information and reach or arrange the decisions necessary to implement the contract. The client is required to personally attend the necessary test runs or must appoint a competent employee who is authorised to assess and decide on defects, enhancements and reductions of functions as well as changes to the program structure of software. If necessary, other work with the products must be suspended for the duration of the maintenance and service activities.
- 7.4 Access.** The client shall grant EUROIMMUN free access to the products when work is carried out on site. The client shall provide adequate technical facilities (power supply, telephone connection, data transfer lines) necessary to carry out the work, free of charge.
- 7.5 Compliance with instructions and guidelines.** The client shall comply with the instructions for use and installation guidelines supplied by EUROIMMUN.
- 7.6 Exclusive appointment of EUROIMMUN.** The client shall exclusively appoint EUROIMMUN, its employees and representatives to carry out maintenance and repairs on the devices.

8. Remuneration

- 8.1 Flat fees.** The client shall pay EUROIMMUN the annual fee as defined in the offer, depending on whether “Maintenance excluding repair”, “Full service” or software support has been agreed, for the activities included in the scope of service and the provision of the required infrastructure. Invoicing for maintenance services takes place after the service has been rendered in December of the relevant calendar year. Invoicing for software support services takes place in January of the relevant calendar year for the services to be rendered in this calendar year (advance payment).

If the service is provided during the year, the percentage of the service fee as defined in the offer for the remaining calendar year shall be invoiced. In this case, however, the invoicing period for the software support services begins with the provision of the software for the current calendar year. As a rule, invoicing shall take place four weeks after the software has been provided.

- 8.2 Price adjustment.** EUROIMMUN is entitled to adjust the prices for the flat fees and other services, even during the term of the contract. Price adjustments remain in effect if the contract is extended. EUROIMMUN shall always inform the client of planned price adjustments one month before the entry into force of the price adjustment. If prices increase by more than 5.00%, the client has the right to terminate the agreement within a month of the announcement of the increase, with effect from the end of the month and with a notice period of one month. If the client does not terminate the contract within a month of the announcement of the price rise, the price adjustment is considered approved. **Additional services.** Services that go beyond the scope of services defined in these General terms and conditions for maintenance and software support are paid for separately by the client. The same applies for services that are provided by EUROIMMUN because the client has not fulfilled the agreed duty of cooperation.

In particular, the following are remunerated separately:

- All services excluded from the scope of services as defined in Section 1.3,
- Modifications or upgrades to the devices,
- All costs incurred by EUROIMMUN due to the non-availability or inability to provide the service on a set date despite an appointment caused by the behaviour of the client,
- Services that become necessary in connection with a relocation of the respective device from the site to another location,
- Services that become necessary due to changes in the client's workflow, provided these were initiated by the client,
- Updates that could be carried out via remote support, but access should not take place at the client's request or is not granted by the client,
- Creation of additional senders for exports as part of the laboratory data transfer (LDT).

- 8.3 Remuneration for additional services.** Additional services are remunerated in line with the EUROIMMUN billing rates (Annex: “General information on billing services”). If the additional service is foreseeable, EUROIMMUN shall notify the client of the separate cost obligation prior to providing the additional services. Services that EUROIMMUN provides outside the business hours defined in Section 5 and on-site at the client's request shall be subject to a separate offer to the client as required.



9. Confidentiality, intellectual property

9.1 Confidentiality. All information (e.g. prices, sales volume, etc.) on business matters concerning this contract is subject to strict confidentiality. This confidentiality agreement also remains in place for a further five years after the end of the business relationship.

9.2 Intellectual property. EUROIMMUN reserves all rights to intellectual property, in particular, copyrights, patent and trademark rights as well as know-how. The client is not entitled to use the intellectual property of EUROIMMUN or its employees in any manner without an express licence agreement. Software that has been developed or procured by EUROIMMUN must not be used, reproduced or disclosed to third parties without the consent of EUROIMMUN.

10. Rights of use

10.1 General information on purchasing and leasing software. If EUROIMMUN transfers software or new software versions to the client as part of this Agreement, the rights of use granted to the client for this software is equivalent to the rights of use originally granted by EUROIMMUN for the software.

10.2 Restricted rights of use when leasing software. If an independently executable software is transferred, the transfer of rights to the client is conditional on the time of transfer of new software versions. If newer versions of the software are transferred, the rights to the previous software versions expire, but EUROIMMUN tolerates the use of previous versions until the installation of the transferred version or, if the most recently transferred software is faulty, until these faults are rectified within the scope described in subsection 1. The customer may no longer use software that has become redundant as a result of the contractual service. The customer is required to uninstall the software and return any backup copies or the original data media to EUROIMMUN.

11. Final provisions

11.1 Governing law. German law applies.

11.2 Place of jurisdiction. For all disputes in connection with or concerning the validity of an agreement to provide the services and delivery of (replacement) products,

- provided that all contract partners are domiciled in Germany, ordinary legal proceedings must be initiated with Lübeck as the exclusive place of jurisdiction,
- provided that a contract partner is domiciled outside Germany, without recourse to ordinary legal proceedings, arbitration proceedings based on the rules of arbitration of the Hamburg Chamber of Commerce must be initiated. The place of arbitration is Hamburg and the arbitration languages are German and English.

11.3 Severability clause. If one or more of the provisions contained in this contract are or become invalid, this shall not affect the validity of the remaining provisions. The invalid clauses shall be replaced by the statutory provisions, where such provisions exist. However, if this would represent an undue hardship for a contracting party, the contract as a whole shall become invalid.