

# SKIDATA Expert Services

## SKIDATA.Care Pack

### Service Conditions General

The following Service Conditions govern Principal's use of SKIDATA Expert Services as described in the SKIDATA.Care Pack Offer ("the Offer") and service description. These Service Conditions shall apply in addition to SKIDATA's General Conditions. In case of any conflict between these Service Conditions and the General Conditions, these Service Conditions shall prevail. By signing the Offer Principal agrees to these terms as a whole.

#### 1. Subject Matter of the Contract

**1.1.** The Principal uses products (hardware and/or software) made by SKIDATA ("SKIDATA-products") which the Principal acquires and/or acquired in accordance with separate provisions. SKIDATA renders services for such products in the scope determined by the Principal and in accordance with these Service Conditions and other provisions contained in this Contract.

**1.2.** Principal is able to choose between various services which are divided in modules ("Modules") by checking the appropriate box in the Offer. This decision of Principal is legally valid and binding. SKIDATA pledge to perform the services as described in the Offer and its appendices. This also applies to orders via the SKIDATA Service Portal.

**1.3.** SKIDATA shall render the services covered by these Service Conditions only for the SKIDATA products stated in this Contract and not for any third-party products, unless otherwise expressly agreed upon. If the Principal purchases other products from SKIDATA, such other products shall only be included in the services to the extent such inclusion is expressly agreed upon and included in the contract.

**1.4.** In case of any conflicts between individual parts of this Contract such as offer, annexes etc. concerning the selection of the individual service modules (e.g. "Maintenance.Care"), their extent, and the required specifications of these Service Conditions, then an offer, individually prepared by SKIDATA and which particularly contains the prices to be paid for the services, shall have priority over any other agreements and specifications.

**1.5.** Before concluding a service contract for Principal's system, which contains components not covered by warranty, SKIDATA reserves the right to conduct a fee for the repair of the system.

#### 2. Place of Performance of Services

**2.1.** SKIDATA shall render its services as required and in accordance with these Service Conditions on site or remote. However, this shall in no event affect the Place of Performance stipulated in the General Conditions.

**2.2.** Services on site shall be rendered at the address stated in this Contract (place of operation). In case of any changes of the place of operation without SKIDATA's express consent, SKIDATA shall be released from the performance obligation, however, the Principal's obligation to pay shall continue to exist.

**2.3.** In case of any change of the place of operation, SKIDATA reserves the right to adjust the service fee to a reasonable extent, taking into account, among other things, the new travel distances. Alternatively, SKIDATA shall be entitled to terminate this Service Contract with immediate effect.

#### 3. Prices

**3.1.** The Principal shall pay SKIDATA a non-recurring or a recurring service fee as agreed-upon for the services to be rendered in accordance with these Service Conditions. The price is quoted in the Offer and invoiced in advance in the first quarter of the contractual year. If Principal accepts direct debit by checking the appropriate box in the offer, the price is invoiced in advance in the first quarter of the contractual year by direct debit. In case of doubt an annual service fee payable for one year in advance shall be assumed. The amount and the composition of the

service fee result from the contractual agreements, especially from the individual Offer prepared by SKIDATA.

**3.2.** SKIDATA shall be entitled to reasonably adjust the service fee once a year. The service fee is subject to a value guarantee in accordance with the harmonised EU consumer price index or any other comparable index taking its place and the month in which the applicable Agreement was concluded shall be the starting basis. If an alternative index is cited in the offer, this index shall prevail.

**3.3.** Any rights of set-off shall be excluded, and the service fee will not be reimbursed in part or in full in case of termination.

**3.4.** If the Principal acquires additional products from SKIDATA to be included in the services, these products shall be included in the service fee on a pro rata basis, and SKIDATA will invoice the difference immediately after the purchase of the products from SKIDATA.

**3.5.** If the Principal wishes to obtain additional services exceeding the scope of the agreed services or services which are to be invoiced separately in accordance with these Service Conditions, these additional services shall not be covered by the service fee, and SKIDATA will invoice these additional services on a time and material basis in accordance with the applicable prices.

#### 4. Principal's Obligation to Cooperate

**4.1.** The Principal undertakes

**a)** to use its best efforts to support SKIDATA and fulfil the technical requirements necessary to enable SKIDATA to render the requested services; in particular by giving SKIDATA any necessary and requested information and enabling SKIDATA to access any networks, data bases, programmes, devices and services by third parties to the extent they could be useful for the correction of errors;

**b)** to make available - to the extent necessary - employees who can be of assistance for the services or whom SKIDATA expressly requests. Such employees are to support SKIDATA accordingly;

**c)** to establish contact with third parties to the extent necessary for the rendering of the services or to the extent as expressly requested by SKIDATA and to affect the necessary communication or support SKIDATA in making the necessary communication;

**d)** to duly and regularly effect the data backups to the extent possible and designated; this obligation refers to a general data backup in the extent usual in the industry as well as to a specific backup of data located on computers or servers before services are rendered, for example before updates are performed;

**e)** subject to these Service Conditions, to effect maintenance, service, and cleaning of the equipment including the exchange of spare parts, wear and tear parts, and mechanical components; such works are to be effected in accordance with the specifications given by SKIDATA as well as in accordance with training information, manuals, maintenance instructions or similar information, if any, on a regular basis as a precaution measure;

**f)** to establish and maintain at its own expense the system requirements necessary for the services and/or the required working environment. To the extent the Principal refuses to accept services rendered by SKIDATA for software or hardware, the Principal loses any warranty claims in relation to the respective SKIDATA products;

**g)** to provide keys for equipment, use of power grid, toilets and in general a safe working environment to SKIDATA.

**4.2.** These obligations to cooperate shall apply in addition to the Principal's obligations to cooperate to be fulfilled in connection with the individual services, if any.

#### 5. Term of Contract

**5.1.** Unless otherwise agreed upon the present Contract shall be concluded for a period of 2 (two) years upon coming into force. It shall be renewed by additional periods of one year each unless either party terminates the Contract in writing observing a notice period of 6 (six) months as of the end of the contractual year.

**5.2.** In case of any material breach of Contract by either party, the respective other party must request the defaulting party in writing to remedy the breach within a period of 30 (thirty) days,

whereby the breach of Contract must be specifically described, and if the defaulting party fails to remedy such material breach, the other party shall be entitled to terminate the present Contract with immediate effect in writing (including fax or email).

**5.3.** If SKIDATA terminates the Contract due to a breach of contract by the Principal or due to a change of the place of operation, SKIDATA shall not be obliged to repay to the Principal any payments already made or to grant the Principal a discount concerning any payments due.

**5.4.** Upon termination of this Contract, the Principal shall not be entitled to obtain services of any kind.

## 6. Change of Control of the Principal

**6.1.** In case of any material change of the distribution of ownership and/or of control of the Principal, SKIDATA shall be entitled to terminate this contract upon 3 (three) months' notice, such termination to be declared within 3 months from the day it receives knowledge of such change. In any case, such material change shall be fulfilled if at least 50 percent of the ownership, of the shares or of the rights to vote are transferred to one or more new or existent owners, shareholders or beneficiaries. In any case, the whole or partial transmission of this contract to a third party requires SKIDATA's consent.

**6.2.** In case SKIDATA declares termination of the contract according to paragraph 6.1, paragraphs 5.3 and 5.4 shall apply correspondingly. Otherwise the contract and its obligations demise upon mutual agreement to the new owner but only when an inventory control is performed by SKIDATA. The new owner shall bear the costs of the inventory control.

## 7. SPECIAL CONDITIONS: OWNERSHIP

If Principal or its employees or SKIDATA or its employees exchange spare parts or other parts in accordance with these Service Conditions, the removed parts shall become SKIDATA's property upon removal. The newly built-in parts shall become the property of the owner of the equipment into which they are built in as of the time of payment.

## 8. SPECIAL CONDITIONS: LIABILITY

**8.1.** Subject to attributable personal injury and any damage in accordance with the Product Liability Act or the Product Protection Act for whatever legal reason, SKIDATA shall only be liable for any damage caused by SKIDATA's gross negligence or wilful intent up to the amount of one annual service fee, however, not more than EUR 100,000.00 (in words: one hundred thousand euros).

**8.2.** SKIDATA shall not be liable for any failure of or delay in the performance of this Agreement for the period that such failure or delay is due to causes beyond its reasonable control, including but not limited to acts of God, war, strikes or labour disputes, embargoes, government orders or any other force majeure event.

**8.3.** Except where such limitations would be prohibited, in no event shall SKIDATA Parties be liable for any indirect, special, punitive, exemplary, incidental and/or consequential damages of any kind (including, but not limited to, lost profits) whether based in contract, tort, strict liability or otherwise which arises out of or is any way connected with this Agreement.

## 9. Individual Services

**9.1.** Individual services are services not covered by the services detailed in these Service Conditions and which are individually agreed upon between SKIDATA and the Principal in this Contract or otherwise in writing.

**9.2.** SKIDATA's General Conditions shall be applicable in any case, the Service Conditions contained herein must be applied analogously.

## 10. Data Protection

**10.1.** SKIDATA shall be entitled to collect, process, forward and use the Principal's personal data to the extent necessary for the establishment and fulfilment of the Contract as well as for invoicing and Principal service purposes. SKIDATA shall also be entitled to transfer such data to affiliated companies or third parties commissioned to process data for SKIDATA to the extent such transfer is necessary to enable SKIDATA to perform.

**10.2.** When using SKIDATA's deliveries and services, the Principal shall be obliged to adhere to any and all applicable legal provisions for data protection. The Principal shall be solely responsible for any notices to be given to public authorities (e.g. data protection committee).

**10.3.** These obligations shall remain valid for a period of 5 (five) years after termination of the contractual relationship between SKIDATA and the Principal, unless mandatory legal provisions require a longer or an indefinite period of time.

**10.4.** These provisions shall not affect any Non-Disclosure Agreement between SKIDATA and the Principal.

**10.5.** The customer is informed and agrees that technical system data (e.g. topology, hardware and software version numbers, device counters, software status, time of installation, serial numbers) are recorded and transmitted to SKIDATA AG by the system to be able to develop preventive maintenance concepts to increase quality and efficiency of customer support.

## **11. Hotline (Module "Hotline.Care")**

**11.1.** The module "Hotline.Care" defines the availability of the local hotline service.

**11.2.** The hotline service established by SKIDATA is only available at the telephone number and email address as stated in this Contract. SKIDATA reserves the right, at its discretion, to operate the hotline service itself or have it operated by a third party. Should the Principal contact SKIDATA via other contact means than the ones stated (telephone number and email address), then SKIDATA shall not be obliged to fulfil the obligations stated in this agreement, especially to render any services within the scope of Hotline and Troubleshooting, and no reaction times or Troubleshooting times shall commence upon such contact. SKIDATA only pledges availability as defined in the service descriptions and according to the agreed module "Hotline.Care".

**11.3.** The hotline must not be used for training purposes.

**11.4.** Only employees of the Principal trained on the use of SKIDATA Systems shall be allowed to use the hotline.

**11.5.** Upon SKIDATA's request, the Principal and/or its employees must state detailed contact data in order to ensure that SKIDATA can reach the Principal respectively its employees if this is necessary for troubleshooting. However, the Principal shall not be entitled to demand a return call from SKIDATA.

**11.6.** Provided support services as part of the hotline service will be charged according the "Expert Service price list", unless these costs for troubleshooting are included in the annual flat rate as defined in the module "Troubleshooting.Care".

## **12. Prioritisation (Module "Prioritisation.Care")**

**12.1.** The module "Prioritisation.Care" defines any prioritisation times for reactive services (troubleshooting).

### **12.2. Prioritisation Times and Error Classes**

**12.2.1.** SKIDATA only pledges to observe periods as defined in the service descriptions and according to the agreed module "Prioritisation.Care".

**12.2.2.** For the purposes of these provisions,

**a)** Reaction time (response time) shall be the time between the detection of an error by the Principal or SKIDATA (also remote services) and the time when SKIDATA starts troubleshooting. The Principal should recommend an error classification, Principal acknowledge and agree that the actual classification is made by SKIDATA.

The time of detection of an error shall be deemed to be the time at which the Principal reports such error via the hotline in reasonable detail and in a comprehensible manner as is necessary for Troubleshooting. The reaction time only runs during the committed service times, as defined in the Module "Hotline.Care".

**b)** Solution time (troubleshooting time) shall be the time between the start of the troubleshooting and the completion of the Troubleshooting work by SKIDATA. SKIDATA shall confirm the completion of the Troubleshooting work. The end of troubleshooting is achieved, when a solution is found, the problem is fixed or the workaround is defined. SKIDATA preserves the right to determine that. The solution time only runs during the committed service times, as defined in the Module "Hotline.Care".

**c)** On-site time shall be the time between the detection of an error by the Principal or SKIDATA (also remote services) and the arrival of the service technician on-site. The time of detection of an error shall be deemed to be the time at which the Principal reports such error via the hotline in reasonable detail and in a comprehensible manner as is necessary for Troubleshooting. The on-site time only runs during the committed service times, as defined in the Module "Hotline.Care".

**12.2.3.** The duration of each prioritisation time shall be defined according to the error classes defined below to which SKIDATA allocates reported problems in accordance with the Principal's description and according to the times stipulated in this Contract in this respect.

**a)** Critical errors: the contractually agreed use is impossible or unreasonably restricted and the error materially affects the Principal's business processes.

**b)** Major error: the contractually agreed use is very restricted and the error materially affects the Principal's business processes, however, the Principal is still able to continue to work in a restricted manner.

**c)** Moderate errors: the contractually agreed use is slightly restricted and the error slightly affects the Principal's business processes, however, the Principal is still able to continue to work in a slightly restricted manner.

**12.2.4.** In the course of reaction and/or Troubleshooting, the error occurred can be allocated by SKIDATA to another, less critical error class if the relevant features are applicable in this case, the longer reaction time and/or Troubleshooting time shall apply respectively.

### **12.3. Special Obligations to Cooperate**

The Principal shall grant SKIDATA the right (and support SKIDATA in this respect) to access the Principal's equipment online via a remote maintenance tool in order to correct errors and provide support.

## **13. Troubleshooting (Module "Troubleshooting.Care")**

**13.1.** The module "Troubleshooting.Care" defines the coverage of troubleshooting costs both through remote maintenance and through on-site support, as well as the associated travel costs at a lump sum.

**13.2.** In case troubleshooting work is not included in the service fee, the working hours and working costs shall be invoiced on a time and material basis in accordance with SKIDATA's price lists valid at the time.

**13.3.** SKIDATA only pledges the service troubleshooting as defined in the service descriptions and according to the agreed module "Troubleshooting.Care".

**13.4.** SKIDATA reserves the right to perform troubleshooting via remote maintenance, if this is possible.

**13.5.** The accounting and treatment of required spare and wear parts for troubleshooting is to be made according to the module "SpareParts.Care".

## **14. Maintenance (Module "Maintenance.Care")**

**14.1.** The module "Maintenance.Care" defines the scope of services and the interval of preventative performed maintenance.

### **14.2. General**

**14.2.1.** SKIDATA pledges to perform maintenance as described in the document "Service Description" in the quoted interval according to the agreed module "Maintenance.Care".

**14.2.2.** Principal acknowledges and agrees that Maintenance work shall only be carried out during SKIDATA's normal business hours ("Normal Business Hours"). Principal further acknowledges and agrees that Normal Business Hours do not include any holidays that are recognized by the Federal government and/or SKIDATA, and that SKIDATA's maintenance services will not be available at those times or any other days or times that are outside of the Normal Business Hours.

**14.2.3.** Principal acknowledges and agrees that basic in-house maintenance (also called Level 1 maintenance) can only be performed by Principal when Principal participate routinely SKIDATA trainings.

**14.2.4.** Spare and wear parts are not included in the maintenance fee, therefore accounting and treatment of required spare and wear parts for troubleshooting must be made according to the module "SpareParts.Care".

**14.2.5.** These maintenance conditions and the fees to be paid therefore do not include services rendered for troubleshooting purposes.

### **14.3. Hardware**

**14.3.1.** Hardware maintenance is a preventive maintenance and includes the inspection, cleaning, and adjustment of hardware components as well as the execution of test runs necessary for proper operation.

**14.3.2.** SKIDATA shall render the services included in Hardware Maintenance exclusively for the equipment specified in this Contract and at the location stated in the Contract.

**14.3.3.** Hardware maintenance shall be effected as agreed in this Contract once or several times per year within the stated periods of time. The Principal and SKIDATA shall agree on the specific date for each hardware maintenance a reasonable period of time in advance, taking into consideration each party's legitimate interests.

**14.3.4.** The Principal shall bear the travel expenses for the employees of SKIDATA on an actual cost basis unless a lump sum fee for travel expenses was agreed upon.

**14.3.5.** If the hardware inspection shows that parts of the hardware must be exchanged, especially wear and tear parts (such as rollers, pressure rollers, and drive belts), spare parts or other parts, such exchange shall be effected immediately by SKIDATA's employees to the extent such requirements could be foreseen and SKIDATA's employees brought such parts with them. Subject to and in consideration of any agreement concerning spare parts management (Module "SpareParts.Care"), SKIDATA shall invoice the exchanged parts in accordance with the price list valid at the time.

**14.3.6.** In particular the following activities are not included in the scope of the preventive hardware maintenance:

- a) remedy of errors and malfunctions caused by force majeure;
- b) remedy of errors and malfunctions caused by any intervention by the Principal, its employees or any third party;
- c) delivery and replacement of consumable products;
- d) remedy of errors and malfunctions caused by the Principal's failure to fulfil its obligations, in particular its obligation to cooperate.

### **14.4. Software**

#### **14.4.1. Updates**

**14.4.1.1.** Within the scope of Software Maintenance, the Principal shall receive from SKIDATA current updates for the SKIDATA software included in the scope of services to the extent such updates are generated by SKIDATA. For the purposes of these provisions, updates means service packs within the same release (service packs) and shall include minor changes to existing software with the purpose of removing software bugs and making small improvements. Any and all updates provided to the Principal shall be subject to the same software and licence conditions applicable to the original software in the respective current version.

**14.4.1.2.** The installation as well as any other services within the scope of Software Maintenance, if any, shall be rendered by employees of SKIDATA on site. The Principal shall bear the travel expenses for the employees of SKIDATA on an actual cost basis unless a lump sum fee for travel expenses was agreed upon. The Principal and SKIDATA shall agree on the specific date for the provision of services within the scope of Software Maintenance a reasonable period of time in advance, taking into consideration each party's legitimate interests.

**14.4.1.3.** Updates will be prepared by SKIDATA on the basis of legal or technical requirements and in its sole discretion. The Principal shall not be entitled to demand that SKIDATA prepares and publishes any updates. SKIDATA reserves the right to freely choose the contents and release time of updates.

**14.4.1.4.** SKIDATA reserves the right to determine in which environment the updates are to be used and to change the system requirements for updates including hardware and software requirements. As a general rule, changes to the system requirements and/or to the environment of the updates are necessary as an adjustment to advancing technological developments in order to keep the SKIDATA software up-to-date. The Principal shall be liable for the implementation of any system requirements which are necessary for the installation and use of updates. Should the Principal fail to fulfil these requirements, SKIDATA does not assume any warranty for the functionality of the software. The Principal take the responsibility to hold his system network virus free and secure.

**14.4.1.5.** As of the time of discontinuation of a certain SKIDATA-product, updates for such software shall no longer be prepared and published.

**14.4.1.6.** Software Maintenance can be carried out for the current and two preceding releases.

#### **14.4.2. Software Configuration**

Adjustments and changes on the basis of a list of changes to be submitted by the Principal in writing are made on the basis of an existing configuration of the programs covered by Software Maintenance at least once a year within the time periods stipulated in this Contract. This list of changes, stating in detail the desired changes and adjustments, must be submitted to SKIDATA a reasonable period of time before the date SKIDATA is to render its services. The extent of such changes and adjustments is in any case limited by the maximum number of working hours stated in the Offer. Changes and adjustments shall only cover existing configurations; the compilation of new configurations shall not be included.

### **15. Event support (Module "EventSupport.Care")**

**15.1.** The module "EventSupport.Care" defines the support service provided by SKIDATA at the defined time period before, during and after an event. The number of events where the support will be provided is predefined. The service will be executed remotely or on-site.

**15.2.** SKIDATA pledges the service "Event support" as defined in the service descriptions and according to the agreed module "EventSupport.Care".

**15.3.** The event shall be announced to SKIDATA at least 4 (four) weeks in advance. Later announced events can be rejected by SKIDATA.

### **16. Connect (Module "Connect.Care")**

**16.1.** The module "Connect.Care" optionally defines the maintenance of a secure connection between SKIDATA and the Principal. The monitoring of the SKIDATA system and the definition of intervention in case of failure is offered as "monitoring".

**16.2.** The module "Connect.Care" is being provided to Principal only by way of a network (e.g. the Internet). The Principal acknowledge and agrees that a remote access possibility is needed for a remote connection and that it is the Principals obligation to ensure this connection in a secure way. SKIDATA shall in no event be liable to Principal if "Connect.Care" does not work due to such connection failures.

**16.3.** SKIDATA monitors the equipment of Principal only in accordance with this agreement. Principal acknowledge that monitoring is essential to detect errors and to plan a timely maintenance.

**16.4.** Upon Principals approval and on demand is SKIDATA able to access Principal`s login data or to control Principal`s equipment.

**16.5.** Provided services (troubleshooting, maintenance) as part of the monitoring services are charged according to service price list. Alternatively, any costs incurred for these services can be compensated by an annual flat rate by selecting a corresponding option of the module "Troubleshooting.Care".

### **17. Spare Parts (Module "SpareParts.Care")**

**17.1.** The module "SpareParts.Care" defines the optional accounting of the costs for advance replacement, rental equipment, spare parts, wear parts and repair of components in a lump sum.

#### **17.2. Definitions**

**17.2.1.** Spare part: A spare part is defined as a part that replaces a defective part of a SKIDATA product.

**17.2.2.** Wear part: A wear part is defined as a spare part that replaces a defective part of a product which is defect because of abrasion. Abrasion is the ongoing loss of material of a solid body caused by mechanical causes (grind, roll, hit, scratch, chemical or thermal stress).

**17.2.3.** Refurbished part: A refurbished part is defined as a spare part that has been returned by repair to the original functional state. Refurbished parts are available within an exchange process (defective part against refurbished part).

**17.3.** SKIDATA undertakes to supply and exchange the spare parts for the components contained in the annexed equipment list (site details) and installed at the location stated in this Contract and to effect repair works for electric and mechanical components at SKIDATA's site.

**17.4.** SKIDATA spare and wear parts must be installed by SKIDATA service engineers. Any other handling must be agreed by SKIDATA.

**17.5.** For the purpose of these Service Conditions, spare parts are the components contained in SKIDATA's spare parts catalogue. The Principal shall be entitled to receive the latest version of this spare parts catalogue upon request or in the manner stipulated in this Contract. Consumable products such as ink ribbons or tickets as well as casing parts destroyed by mechanical damage, PCs and related components, palettes, bases and star-type reel stands shall not be covered by these Service Conditions.

**17.6.** Unless otherwise agreed upon SKIDATA reserves the right to demand a retention for certain spare parts. The Principal shall be informed of the parts for which such retention is demanded and its amount in the spare parts catalogue valid at the time or in another manner as specified in this Contract.

**17.7.** The spare parts provided by SKIDATA under these Service Conditions must be operative to such extent as is required to fulfil the tasks of the part to be replaced. Such spare parts can either be new or overhauled. However, the Principal shall not be entitled to demand the delivery of brand-new parts.

**17.8.** SKIDATA shall supply spare parts to the Principal for as long as the required spare parts / components are available on the market. SKIDATA will adjust the service fee accordingly.

**17.9.** The service fee to be paid includes - taking into consideration the parts excluded by these Service Conditions - the costs for all spare parts unless a pro rata deductible is stipulated in this Contract.

**17.10.** The supply of spare parts in accordance with these Service Conditions shall be excluded if:

- a) the defective and/or not fully functional parts were damaged due to negligent or wilful acts by the Principal or its employees or due to such acts committed by a third party;
- b) the defect or the impaired functionality of parts is due to improper maintenance, repair, and cleaning of the equipment or to an improper exchange of spare parts by the Principal or its employees;
- c) parts have to be exchanged due to new legal or technical standards or recommendations;
- d) the Principal violates other obligations to cooperate in accordance with these Service Conditions and the General Conditions.

**17.11.** If a specific spare part is exchanged or ordered and such exchange or order is not covered by or violates these Service Conditions, SKIDATA shall invoice the Principal for any costs incurred.

#### **17.12. Exchange Modalities**

**17.12.1.** SKIDATA will render the services if a malfunction occurs during proper use of the equipment. SKIDATA informs the Principal that each SKIDATA-product is registered at SKIDATA by serial number. The warranty sticker helps to identify the warranty time. If warranty sticker is removed from the SKIDATA-product or the components, SKIDATA cannot acknowledge the warranty.

**17.12.2.** In order to receive the relevant spare parts after occurrence of a malfunction, the Principal must send the defective components in adequate packaging and at its own risk and expense to SKIDATA, to the return address stipulated for this purpose in this Contract. A description of the malfunction must be included. SKIDATA will use its best efforts to repair the components and send them back to the Principal within the agreed time days upon receipt. In case a repair of the components is not possible, SKIDATA will send another spare part to the Principal within a reasonable period of time.

**17.12.3.** Unless otherwise agreed upon the spare parts will be installed by the Principal or its employees at the Principal's risk and expense.

#### **17.13. Replacement in Advance**

**17.13.1.** These provisions shall apply in addition to the previous provisions concerning the exchange modalities. In case of any conflict between these provisions and the previous provisions, these provisions shall prevail.

**17.13.2.** If replacement in Advance is agreed upon with the option Replacement in Advance, the spare parts will be shipped upon a written order via fax, email or letter before the receipt of the de-installed part.



**17.13.3.** The ordered spare parts will be shipped within 3 (three) workdays after receipt of the order if they are in stock, otherwise they will be shipped within a reasonable period of time. SKIDATA's usual business hours shall be decisive for the point in time the order shall be deemed as received.

**17.13.4.** Within a period of 10 (ten) days upon receipt of the spare parts, the spare parts delivered to the Principal must be exchanged, and the de-installed spare parts (or, if the exchange is not effected, the unused spare parts) must be sent back to SKIDATA at the Principal's risk and expense with an accompanying description of the malfunction. If the Principal fails to send back the parts or if the Principal does not send back the parts in time, SKIDATA will invoice the Principal for the spare parts in accordance with the current price list. In such case, SKIDATA's conditions for the purchase of hardware shall apply.

#### **17.14. Shipment and Packaging**

**17.14.1.** Spare parts will be shipped and parts will be sent back vial mail at the expense of the person effecting the shipment. If SKIDATA employees effect the installation of the spare parts SKIDATA shall be free to deliver the spare parts in connection with such installation.

**17.14.2.** Upon the Principal's written request and in urgent cases, spare parts can also be shipped via rail express or courier service. Any additional costs incurring thereby shall be borne by the Principal.

**17.14.3.** The shipment of spare parts by SKIDATA and the return shipment of exchanged or unused parts by the Principal shall be effected in original packaging or at least in adequate packaging. In particular, the packaging must be tear-proof and shockproof, and anti-static bags and/or hard foam pieces must be used. Shipping notes and a detailed description of the malfunctions incurred must be included.

#### **17.15. Spare Parts flat**

**17.15.1.** The service Spare Parts flats includes the reparation or the replacement of defective parts. This does not apply when the defect is caused by vandalism, malicious and violent influence or accident.

**17.15.2.** This service requires a maintenance Agreement between Principal and SKIDATA or SKIDATA Partner, if any, and the usage of SKIDATA original tickets and cleaning materials.

### **18. Anti-Virus and Security Check (Module "Protect.Care")**

**18.1.** The module "Protect.Care" defines the support and usage of the Anti-Virus Software provided by McAfee ("Anti-Virus Software").

#### **18.2. End User License Agreement**

The McAfee End User License Agreement (the "EULA") for the Anti-Virus Software is binding on the Principal. The Principal is therefore obliged to observe the EULA, which is changed from time to time by McAfee. The current EULA can be downloaded at [www.mcafee.com/eula](http://www.mcafee.com/eula).

#### **18.3. Warranty**

**18.3.1.** SKIDATA only warrants the Anti-Virus Software to the same extent that McAfee warrants. SKIDATA shall not be liable for errors or malfunctions of the Anti-Virus Software resulting from misuse, incorrect installation, mishandling, negligence or accident. SKIDATA does not warrant to the Principal that the Anti-Virus Software protects against all existing security threats (e.g. due to intentional third party damage). Furthermore, SKIDATA does not guarantee that, despite the installation of the Anti-Virus Software, no functional errors can occur due to viruses, computer worms or other malicious code.

**18.3.2.** If the Principal detects malfunctions or errors of the Anti-Virus Software, he has to inform SKIDATA immediately in writing. Within the framework of the warranty, SKIDATA will make commercially reasonable efforts to correct or have corrected these errors and faults as quickly as possible. However, SKIDATA makes no guarantee that all malfunctions and errors will be remedied.

#### **18.3.3. Use in a High-Risk Environment**

The Anti-Virus Software has not been designed for use in a high-risk environment. The use of the Anti-Virus Software in a high-risk environment is therefore at the Principals own risk. Furthermore, SKIDATA disclaims any warranty for use in a high-risk environment. The Principal

waives against SKIDATA and McAfee any claims regarding the use of the anti-virus software in a high-risk environment.

#### **18.4. Limitation of Liability**

**18.4.1.** SKIDATA is only liable for the Anti-Virus Software insofar as McAfee is liable. SKIDATA shall in no event be liable for any indirect or consequential damages, loss of profit, loss of use, loss or damage of data or suspension of business activities, even if SKIDATA has been informed of the possibility of such damages. SKIDATA shall not be liable for statements or guarantees made by the Principal to third parties.

**18.4.2.** SKIDATA's total liability is limited to the sum of the payments made in the scope of the SKIDATA.Care Pack to SKIDATA within the last 6 (six) months before the claim is made, irrespective of whether it is a contractual or a tortious claim.

#### **18.5. Data Protection**

**18.5.1.** SKIDATA and McAfee are entitled to process and forward personal and technical data of the Principal, as far as this is necessary for the processing of the contract, for billing purposes and for the provision of the contractually agreed software functionalities, support and services as well as updates. SKIDATA and McAfee are entitled to forward such data to affiliates or third parties charged with processing of data from SKIDATA or McAfee, as far as this is necessary for the provision of services.

**18.5.2.** With using the Anti-Virus Software, the Principal explicitly agrees to the McAfee Privacy Policy. This can be downloaded at <http://www.mcafee.com/common/privacy/english/index.htm> or on the official McAfee website (<http://www.mcafee.com> → link in the footer „Privacy“).

#### **18.6. Indemnification**

If the Anti-Virus Software violates copyrights, trademark rights or patents of third parties, SKIDATA will make every effort to ensure that McAfee indemnifies the Principal against this. This shall, however, only be conditional on the Principal having informed SKIDATA without undue delay about the violation of the rights of third parties.

The Principal undertakes to indemnify SKIDATA and/or McAfee from any claims of third parties which the Principal is responsible for.

#### **18.7. End-of-Life Process and Supported Versions**

The end-of-life process of the Anti-Virus Software is defined by McAfee. SKIDATA reserves the right to transmit these specifications to the Principal one-to-one and the Principal agrees to be bound by these specifications.

### **19. Installation of software and hardware upgrades (Module “Upgrade.Care”)**

**19.1.** The module “Upgrade.Care” defines SKIDATA’s services in regards to the installation of upgrades to SKIDATA’s software and hardware. For the purposes of these provisions, upgrade means the transition from one major release to the subsequent one. It usually contains some major new features as well as basic enhancements that extend the functionality of software or hardware. The details to the module “Upgrade.Care” are stipulated in the document “Service Description”.

**19.2.** To ensure proper operation of Principal’s system, SKIDATA will review and test upgrades carefully prior to installation. After installation, SKIDATA will ensure that Principal’s system is in good condition before it is put into operation.

**19.3.** Software upgrades are delivered or made available in electronic format. The module “Upgrade.Care” includes an upgrade only for those software functions and modules for which Principal has acquired a software license. Upgrades are installed only at the sites and devices listed in the corresponding table in the document “Service Description”.

**19.4.** Upgrades may alter the system requirements and it may be necessary for Principal to install the relevant previous updates, upgrades, third-party components and/or additional or

modified hardware. The products and services required for this are not included in the module "Upgrade.Care" and the respective costs shall be borne by the Principal.

**19.5.** Spare and wear parts required for the installation of an upgrade are not included in the module "Upgrade.Care". The settlement of the required spare and wear parts is based on the option selected in the module "SpareParts.Care".

**19.6.** As of the time of discontinuation of a certain SKIDATA product, SKIDATA is no longer obliged to provide upgrades to the respective product.

## **20. SKIDATA cleaning material**

SKIDATA indicates to use SKIDATA quality assured cleaning material, especially at coding devices. Not recommended cleaning material can lead to break downs and errors.

## **21. SKIDATA consumable products**

SKIDATA indicates to use SKIDATA consumable products. Not recommended consumable products can lead to break downs and errors.