

BlueSpice

Subscription contract

Contract number: C_15/10/01/St



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Preamble

The Provider is a company providing IT services based in Regensburg. It provides IT services for open-source software products. The Provider also offers business customers subscription contracts relating to IT services for open-source software products. The present contract regulates the general conditions for subscription contracts between the provider and business customers.

This contract is the English translation of the original German version; in case of deviations between these two the German version prevails.

§ 1 Definitions

First Level Support: Answering frequently asked, common questions in a standardised form.

Service package: The different service packages define the contractually required services and invoicing methods for the subscriptions which are the object of the contract.

Managed Services: Services made centrally available by the Provider like, for example, cloud infrastructure, services for supporting multiple wikis, services for combating spam or access to an extension catalogue or update service. Managed services serve to administer the software services provided by the Provider.

Patches: Software developed by the Provider containing corrected sections of code for open-source software provided to the Customer free of charge.

Second Level Support: Assists First Level Support with training at the workplace and documenting newly developed solutions to make the knowledge usable within First Level Support. If the complexity of an enquiry exceeds the know-how or technical possibilities of the Second Level Support, then this is forwarded to the Third Level Support. Tickets for which a solution requires action to be taken in the program logic or the databases will be forwarded to the Third Level Support.

Subscription: The Provider offers the Customer subscriptions against payment. The conclusion of a subscription contract creates a continuing obligation between the two Parties. The subscription entitles the Customer to the provision of the Provider's services during the duration of the contract. The services of the Provider are defined in the service packages.

Third Level Support: Third Level Support is made up from specialists from the Provider's software development and represents the highest escalation level within a support organisation.

Update: Software developed by the Provider with small new functions with, if necessary, errors corrected, for a piece of the open source software made available to the Customer for free.

Upgrade: The term "Upgrade" is used to refer to version advancements in between "Major Releases". Major releases differ from updates by having fundamental changes in the software architecture, in the functional range or the skinning. They are identified by a change of the main version number (for example BlueSpice 2.x to BlueSpice 3.x) or by a change of the product name. An upgrade, for the purposes of this

contract, is an upgrade of the last major release of the software developed by the Provider to the most current version of it.

Affiliate: A company having majority ownership of another company, or which exercises control over it; a company under majority ownership by another company, or controlled by it; a company which along with this company is controlled by or majority owned by a third company. Here "control" means the direct or indirect power of disposition, to exercise a controlling influence over the company's general management and directives whether this is by ownership of voting securities, by contract or otherwise.

Contracted software, software which is the subject of this contract: Open source software made publicly available or available to download by the Provider including patches, updates and upgrades to this open source software insofar as it is a contractual requirement. This software includes both open source software developed by third parties and individual programming work from the Provider.

§ 2 Scope and protective clause

(1) Contracting parties

The following conditions regulate the rights and duties for the services of Hallo Welt! – Medienwerkstatt GmbH (hereafter referred to as the **Provider**) to businesses, legal persons governed by public law or public special asset as customers (hereafter referred to as the **Customer**). A business is any natural or legal person or a company or partnership capable of being subject to legal rights and duties which is exercising its commercial or freelance activity when concluding a legal transaction (hereafter referred to as **Business**).

(2) Consumer

This contract does not govern consumers as customers. A consumer is any natural person, concluding a legal transaction for purposes not attributable to their commercial or freelance activities (hereafter referred to as a **Consumer**).

(3) Non-validity of differing or complementary GTC

Differing or complementary contractual terms from the Customer are excluded; they are non-applicable even when the Provider does not explicitly reject them.

§ 3 Conclusion of the contract

(1) Completion of the contract via the Provider's order and payment system

The Customer may submit an offer to conclude a contract via the Provider's website as part of an order and payment system. By pressing the confirmation button as part of this order and payment system, the Customer makes a binding offer to conclude a contract. The contract between the Customer and Provider is concluded by the Provider accepting the binding offer and confirming the completion of the contract to the customer either in writing or electronically.

(2) *Completion of the contract via other means*

The customer can submit an offer to conclude a subscription contract independently of the Provider's order and payment system, either in writing or electronically. In this case, the contract is concluded when the Provider accepts the binding offer and confirms the completion of the contract to the customer either in writing or electronically.

§ 4 Components of the contract

(1) The contract is composed of the following components:

- a) This subscription contract which sets the general conditions so that the Provider can provide the necessary software and services for the Customer, and
- b) The additional conditions contained in the appendices which make concrete the contractual obligations for the service package chosen by the customer.

(2) Any additional obligations which are not encompassed in this contract must be agreed in a separate contract.

§ 5 Subject matter of the contract

(1) *Entitlement to services within the framework of the subscription*

The subject matter of this contract is the goods and services of the Provider which are defined in the service packages, and to which the Customer has entitlement within the scope of the contract for the duration of the contract.

(2) *Software, Support and Managed Services*

The Customer's subscription encompasses, depending on the corresponding service package:

- a) Software subscription: The provision of software products.
- b) Support subscription: Product and development support, fault analysis and rectification.
- c) Managed Services subscription: The provision of additional services for administration of the software.

(3) *One subscription per software unit*

The subject matter of the contract is subscriptions per software unit. A software unit is measured on the basis of the number of the databases provided by the Provider to the Customer. Every software unit has a database belonging to it. In clustered databases every cluster unit counts as software unit. Customers are

obliged to acquire the number of subscriptions corresponding to the total number of software units or databases used.

(4) Alterations to the contract through the use of further software units

- a) The Provider offers the Customer the possibility of using further software units than those originally contractually agreed. This possibility represents an offer from the Provider to alter the contract by extending it for the additional software units used. If the Customer uses more software units than contractually agreed, then the Customer accepts the offer to alter the contract given in the original contract by extending it to the additional software units used under the conditions agreed in this contract.
- b) The Provider accepts the offer from the Customer to alter the contract and extend it to the subscriptions actually used with immediate effect.
- c) The Customer has to pay the corresponding subscription fees dating from the alteration in the contract without prejudice to the other rights which the Provider legally has.

(5) Changing the service packages within the subscription contract

The Customer can change the service package and procure the services connected to another service package without having to cancel the previous subscription contract and/or acquire an additional subscription. Thus Customer must notify the Provider of any change to the service package. The change requires the consent of the Provider in advance, either in writing or electronically.

(6) The Customer's associated companies

The Parties can contractually agree that the Customer's associated companies may use the services within the subscription contract insofar as the present contract is integrated into the agreement and is in force towards the associated companies.

§ 6 Software subscription

(1) Software

The Provider makes the software available for the Customer to download in different editions. The extent of the edition subscribed to by the Customer will be published on the web in a software catalogue. The publication location of the catalogue is described in the appendices.

(2) Software maintenance

The Provider offers software maintenance services for the software they make available. Software maintenance services consist of the provision of patches and updates. The Provider provides patches and updates created themselves at regular intervals at the location of publication. The location of publication is described in the appendices.

(3) *Upgrades*

The Provider also makes updates available to the Customer. Upgrades over several major releases are not required by the contract.

(4) *Customer-specific adaptations, extensions and development of software products.*

The Customer has an entitlement to the provision of software maintenance and upgrades to the extent provided. Customer-specific adaptations and extensions regarding software maintenance and upgrades and the development of upgrades via several major releases can, however, be agreed supplementary to this contract. § 14 Para. 3 applies to the payment.

(5) *Cessation of software maintenance and upgrades for old or adjusted software versions*

Over the course of the life-cycle of the software provided, the scope of the software maintenance will change and the distribution of third party open source software may cease. For this reason, the Provider ceases software maintenance and upgrades for older software versions or for software which is no longer distributed after some years.

- a) The Provider will provide these contractually required services for a period of at least two years following the publication of the software provided which is the subject of the contractually required software maintenance and upgrades. As far as the period is concerned the publication date of the newest software version is to apply.
- b) If the Provider ceases software maintenance for a software version, then the Customer will be notified two months before the cessation via the software catalogue published on the web.
- c) If the Provider ceases software maintenance for a software version, then the Customer may terminate the subscription contract within a period of four weeks after the Provider's notification the via the software catalogue published on the web, with a notice period of two months to the end of the month, this notice being given in writing or electronically.

(6) *No entitlement to permanent availability of software, maintenance services or upgrades*

The Customer has no entitlement to permanent availability of the software listed in the software catalogue to download. The Provider can cease the publication of the software, maintenance services and upgrades listed in the software catalogue after their provision to the Customer following a reasonable period of time. The Provider will keep the software, maintenance services and upgrades available for download for at least two months, and advertise their cessation four weeks before their cessation via the software catalogue published on the web.

(7) *Rights of use*

The software, software maintenance services and upgrades provided to the user are protected by copyright. As a basic principle, the author has the sole rights of use.

- a) Insofar as nothing else is agreed, the Provider uses free open source licences for the software provided by third party providers, and provides the software developed themselves also under a free open source licence (usually GPL 2 or higher).

- b) The Customer has those non-exclusive usage rights for the software provided by the Provider which come from the relevant software licence. The Customer has to accept the relevant licensing conditions before the use of the software and keep to them at all times for the software to be properly licensed.
- c) Depending on the individual software package, one or more versions of open source software will be provided on which the further individual programming work from the Provider for software maintenance services and upgrades are based. The Provider's individual programming work can be used insofar as the Customer accepts a version of the open source licensing conditions (in particular GPL V.2.0 and 3.0, Apache, New BSD), which are always freely available, of the open source software on which the Provider's programming work is based. The licensing conditions are the result of the respective open source licensing conditions which are named for the respective software services offered by the Provider. The Customer has to accept the relevant licensing conditions before the use of the software and keep to them at all times for the software to be properly licensed.
- d) Apart from that, the rights of use for the software, software maintenance services and upgrades individually created by the Provider are the result of the Provider's individual software licenses.

(8) Changes to the software's source code

The Provider acts on the assumption of a specific state of the software to be maintained when taking on the obligations regulated in this contract. In order to be able to perform their services in accordance with the contract, the Provider is reliant on the Customer not altering the software themselves, but rather leaving all intervention into the source code to the Provider. The contracting parties agree that, for the duration of the contract, any intervention in the source code of the application is only to be undertaken by the Provider. Some subscriptions (e.g. cloud or technology partners) are exempt from this regulation. Here, the separate regulations in the appendices are valid.

(9) Warranty

- a) The Provider guarantees the agreed nature of the software maintenance services and upgrades developed by the Provider, and that the customer can use the software maintenance services and upgrades developed by the Provider without infringement of third-party rights. The warranty covering defects does not extend to defects which are based on software maintenance services and upgrades being deployed in a hardware and software environment which does not meet the requirements set forward in the licensing, or for changes or modifications which the Customer or third party has made to the software maintenance services or upgrades without being entitled by operation of law, this contract or the written permission of the Provider in advance.
- b) There can be no warranty claims for the elimination of faults and damage to the software maintenance services and upgrades made available to download by the Provider if these are caused by improper handling by the Customer, by changes to the source code by the Customer, by the actions of third parties or force majeure, but may in certain special cases be agreed upon by the parties subject to special remuneration.

- c) The Provider does not guarantee the nature of third party open source software provided for download.
- d) If the customer is a business, then they must check the software maintenance services and upgrades for obvious defects immediately upon receiving the product and, if such are present, inform the Provider immediately. Otherwise, any guarantee for these problems is rendered null and void. The same applies if such a defect appears later. § 377 of the German Commercial Code (HGB) applies.
- e) If the Customer is a business, then, in case of a material defect, the Provider is entitled to subsequently fulfil their obligations, at their own choice either by eliminating the defect (**rectification**) or by replacement delivery. As part of the replacement delivery, the Customer will, if necessary, adopt a new state of software maintenance services and upgrades, unless this leads to unacceptable impairment. For defects of title, the Provider will, at their own choice, create a legally sound possibility of use for the software maintenance services and upgrades or change these so that the rights of third parties are no longer violated.
- f) The Provider is entitled to perform the warranty services on the Customer's premises. The Provider also fulfils their duty for rectification, by providing updates to download on their homepage with an automatic installation routine and offers the Customer support by telephone covering the resolution of problems in installation which may occur.
- g) Entitlement to warranty claims due to defects of quality expire in one year, unless the faults were concealed intentionally. The statutory limitation begins, in the case of the sale of a data medium, with the delivery of the contracted software; in the case of sale using download from the internet, upon notification and activation of the access information for the download area.

§ 7 Support subscription

(1) *Product support, development support and training*

The Provider provides the Customer support services in the form of product support, development support and training:

- a) Product support:
This comprises First and Second Level Support for questions about the application and configuration of the software subscribed to, and help on the use, fault analysis and troubleshooting of software which is the subject of this contract. Product support does not offer help for code development; layout and design; system, network or architecture design; server optimisation; the implementation of security rules or regulations; permissions management; the design of content for websites; or support for third party software (in particular MediaWiki extensions) which is made available with the Provider's software.

b) Development support:

This consists of Third Level Support for complex questions about extensions and integration of the software which is the subject of this contract; help with questions on the architecture and configuration of the software which is the subject of this contract; and standardisation and integration in the distribution.

c) Training:

This consists of training users, administrators and developers.

(2) *Support contingents*

The time to be spent on the support services is specified in the individual appendices valid for the service packages. The support contingents include, amongst other things, the installation of updates and patches within the framework of the software maintenance. The Customer may collect the support hours and use them in combination. However, remaining contingents or support hours expire at the end of the calendar year. The remaining support contingent can be offset against the costs of an upgrade. Subscriptions with unlimited support are exempt from these regulations.

(3) *Online handbook*

The Customer has access to a free online user handbook for user questions (First Level Support), which is continuously updated by the Provider or third parties.

(4) *Interface for support enquiries and fault reports (communications channels)*

For deeper questions, which are not sufficiently covered in the on-line user handbook (Second Level Support), and in particular for fault reports, the Provider will provide the Customer, with a ticket system, a telephone hotline or the contact details of a personal contact partner. In this way two persons, named in writing by the Customer for the Provider, are able to submit questions to the Provider regarding the use of the software.

(5) *Analysis and help*

The Provider will provide personnel with sufficient technical knowledge to carry out the following services:

a) Fault analysis:

Should errors become apparent during the handling or operation of the software which is the subject of this contract, the Customer will inform the Provider of suspected or proven program errors, depending on the agreement, via telephone, ticket system or email. For this purpose, the Customer will provide the Provider with all the information necessary for the analysis of the problem. The Provider will analyse the software and units affected and give advice by telephone, email or via the ticket system about how the problem can be overcome.

b) Help in case of problems:

Should the fault analysis show that there is a fault in the software which is the subject of this contract, the customer will receive information, by telephone, ticket system or email, on overcoming

or avoiding the fault. Faults will be fixed with the delivery of correction programs (patches). The Provider will expand on or improve the documentation to the software as far as necessary.

(6) *Fault classes and response times*

The Provider will work on all faults or disturbances they are informed of by the customer promptly. For this, the response times given in the supplementary conditions are valid. The priority of faults will be classified into three levels by the Provider.

Fault class	Response time
<p>Priority 1 (urgent) The whole of the Customer's system is disrupted or there is a long-term problem in the program processes (e.g. a database crash), resulting in a <i>complete</i> malfunction of the Customer's system. A fault on a part of the system which leads to a fault on all working processes is also awarded Priority 1.</p>	<p>In this case, the Provider will act without delay and inform the Customer of the state of the solution during normal office hours.</p>
<p>Priority 2 (medium) Parts of the whole system are unusable due to a fault or there are significant problems in parts of the program processes.</p>	<p>The Provider will start working on a solution on the day of the fault report, and inform the Customer daily about the state of the solution.</p>
<p>Priority 3 (low) Smaller problems or demands which do not call the use of the program into question or which can be remedied with workarounds.</p>	<p>The Provider will begin to work on a solution to the problem within five working days and will inform the customer each month about the state of the solution.</p>

(7) *Cessation of for old software versions*

Over the course of the life-cycle of the software provided, the scope of the support services will change and the distribution of third party open source software may cease. For this reason, the Provider ceases support services for older software versions or for software which is no longer distributed after some years. The following applies here:

- a) The Provider will provide support services for a period of at least two years following the publication of the software provided which is the subject of the contractually required support services. As far as the period is concerned the publication date of the last software version is to apply.

- b) If the Provider ceases support services for a software version, then the Customer will be notified two months before the cessation via the support services' software catalogue published on the web.
- c) If the Provider ceases support services for a software version, then the Customer may terminate the subscription contract within a period of four weeks after the Provider's notification the via the software catalogue published on the web, with a notice period of two months to the end of the month, this notice being given in writing or electronically.

(8) Service times and coverage

The Provider will provide support services according to the specifications in the appendices.

(9) Additional support services and preferential support rates

Support services which exceed the contingent contractually agreed, or which are not encompassed within these, can be separately agreed. The Provider provides additional support services at a preferential hourly rate which is described in the appendixes of the service packages.

(10) Separate payment for the elimination of faults and damage

Dealing with problems which are not encompassed by this contract, for example because they are not caused by the software which is the subject of this contract but rather by incorrect operation, negligent or intentional damage to or changing of the program will only be undertaken by the Provider after a separate agreement at the request of the customer and subject to separate payment if enough personnel are available at the time of the request. Allocation of hours to this from the support contingent is not possible in this case. Separate compensation is then due when it becomes clear in the fault analysis that the problem is not in the software which is the subject of this contract.

(11) Special payment for the support of other software

For the purposes of this contract, support services only relate to the software which is the subject of this contract. Support services for other extensions or customising undertaken by the customer must be agreed in a separate contact.

§ 8 Managed Services subscription

(1) Managed Services

Depending on the service package, the Customer may have access to managed services. Managed services enable the Customer to use software from the Provider, which is saved on the Provider's server or that of a third party, via an internet connection.

(2) Scope of operation

The Provider will deploy the currently offered version of the software necessary for managed services. For software from third party providers, this will be updated insofar as it is necessary for the operation of the

overall system. The Customer will be notified in good time of the updating of the contracted software, and installing updates and patches, insofar as the use of the system will be influenced by the update.

(3) Location and point of transfer

The managed services remain on the Provider's or third party's server and will be made available for use under the URL named in the appendices to this contract at the interface of the data network maintained by the Provider or third party to the internet. The creation and upkeep of the data connection between the Customer's IT system and the point of transfer is not owed by the Provider.

(4) Availability

- a) The Provider will provide the contractually obligated managed services, insofar as nothing else is agreed, with a total availability of 99.5%.
- b) The total availability is calculated on the basis of the amount of the contract period falling within the calendar month less the time for maintenance work. The Provider is entitled to carry out maintenance work on workdays in the period from 5pm to 9pm for a total of two hours in the calendar month. Downtime due to maintenance and software updates are exceptions to this rule, as are times in which the webserver is unavailable on the internet due to technical or other problems which are not under the control of the Provider (force majeure, fault of third parties, etc.).
- c) The reimbursement of charges for stoppages of services due to a fault lying outside the area of responsibility of the Provider is excluded.
- d) The Provider can restrict the access to the services insofar as the security of the network application, the upkeep of the network integrity, in particular the avoidance of severe disruption to the network, the software or saved data makes this necessary.

(5) Storage capacity

Insofar as it is contractually provided for, the Customer may choose the extent of the storage capacity provided or other performance characteristics when ordering. The Customer has, then, the possibility, of storing their data in a database established for them and which they can access in connection with the use of the contracted software allocated. In this case, the Provider is only required to provide performance characteristics named in the order. The Provider has no obligation for the safekeeping or custody of the data conveyed and processed by the Customer. The Customer themselves is responsible for observing the storage periods under commercial and tax law.

(6) Deletion of data at the end of a time limit

After an eight week time limit has ended, the Customer's data present in the database will be permanently deleted. Permanently means that it will not be recoverable. This deletion does not depend on the quality, nature, intrinsic value and meaning of this data for the Customer.

(7) *Disclosure of data*

After notice of termination, the Customer can download the data stored in the database set up by the Provider which they took on within the framework of the use of the service. The Provider has no right of retention or statutory lessor's lien (§ 562 German Civil Code (BGB)) concerning the Customer's data.

(8) *Data security*

Depending on the contractually agreed service, the Provider is to ensure sufficient data security against data loss in case of server crash or unauthorised access from third parties. Insofar as nothing else is agreed, the Customer is obliged to make proper backups of their data and to maintain and care properly for the software and hardware environment of the software which is the subject of this contract.

(9) *Rights of use*

The software underlying the managed services, and for their optical presentation are protected by copyright. As a basic principle, the author has the sole rights of use. The Customer has, during the term of this contract, access to the individual managed services made publicly available by the Provider. The Customer may use the managed services provided by the Provider solely for the purposes described in the service packages with specifically named users. Insofar as nothing else is agreed, the number of users is unlimited.

(10) *The responsibility of the Provider for the Customer's content*

- a) The Customer is responsible themselves for all content published via the managed services, in particular the content of a hosted wiki, and indemnifies the Provider from any and all liability concerning the transmitted or published content.
- b) The Customer notes that a legal obligation for labelling may arise, for example if teleservices or media services are offered on the internet page. Customers must meet the obligations regarding supplying an imprint themselves.
- c) The Customer indemnifies the Provider against all claims which are based on a violation of the above responsibilities. The Customer affirms that, in respect of content whose publication or use breaches applicable law, in particular criminal law, copyright law, trademarks and other identification rights or personal rights, they will not save such content on the storage space which is subject of this contract, place it on the internet or convey it. The Customer agrees to make no data or files available which contain malicious code, and send no chain letters or spam e-mails.
- d) If the Customer breaches the obligations contained in § 8 Para. 10 letters a) to c) the Provider is entitled to extraordinary termination and to block access to the contracted software.
- e) If the Customer breaches the obligations contained in § 8 Para. 10 letters a) to c), they are obliged to desisting from further breaches, to compensate for damages to the Provider which have suffered and are to be suffered, and to indemnify and release the Provider from claims for damages and expenses from third parties arising from the breach. The obligation to indemnify also includes the obligation to indemnify the Provider against legal defence costs (court and legal costs etc.)

completely. Other claims for the Provider, in particular that of blocking the content and of extraordinary termination remain unaffected.

(11) *The right of the Provider to subcontract to third parties*

Third party services, products and server technology may be necessary for the provision of managed services. The Provider is entitled to subcontract to third parties, in order to ensure these services and products, and this server technology.

§ 9 Further regulations on service provision for software subscription, support and managed services

(1) *Remote maintenance*

Software Subscription and support services (for example installation) are performed remotely as a basic principle, unless an on-site service is individually agreed.

(2) *On-site service*

Services will be carried out, at the request of the Customer, at the place of installation, if the data processing units on which the program is installed are operational. This on-site service is subject to a separate obligation to pay remuneration. The Provider will decide whether the services are carried remotely or on site after consultation with the Customer.

(3) *Authority to issue directives*

The Provider's members of staff do not enter into an employee-employer relationship with the Customer. The parties are not authorised to issue directives to one another.

§ 10 Service package

The service package determines which services the Provider is to provide and which fees can arise:

Service package	Description	Supplementary conditions described in Appendix
Production system	<p>The software subscription is for production purposes. This means: the use of the software (a) in a production environment, (b) with the general use of live data and/or application for purposes other than developmental ones, (c) for the creation of central master systems (master wikis) to operate multiple instances, quality assurance or testing, and/or (d) for backup instances.</p>	1
Cloud and hosting customers	<p>The Customer books the application software directly with the Provider in a cloud or hosting environment for production purposes.</p>	2
Academic subscription	<p>Academic subscription grants qualified academic institutions subscription services exclusively for teaching, learning, research and development purposes. They may not be used for any other purposes.</p> <p>Qualified academic institutions must be accredited by a national accreditation body.</p>	3
Business partner and technology partner	<p>The Provider's business and technology partner subscriptions comprise services which enable the sale of subscription services by authorised partners. Thereby, the contracting parties aim to develop a lasting partnership for introduction of complementary business surrounding the software BlueSpice.</p> <p>The business and technology partners pave the way for business transactions with the customers completely.</p> <p>A business partner mediates subscription contract customers to the Provider, but do not conclude subscription contracts themselves. They receive supplementary software and support subscriptions for demonstration and sales purposes.</p>	4

	<p>A technology partner is additionally the sole technological point of contact of the customer. The Provider delivers the tested software and the necessary product and development support for this purpose.</p> <p>The Provider supports the partner in sales and advertisement. The Provider charges a fee according to a specified standard rate per sale or is awarded a commission.</p>	
Cloud and hosting partner	<p>This subscription provides the Customer the software for authorised cloud and hosting services.</p> <p>This means: Applying the software to create central master systems to operate multiple instances (master wikis, cloud, hosting), quality assurance or testing, and/or for backup instances.</p> <p>The Provider supports the Customer in sales and advertising. The Provider charges a fee according to a specified standard rate per sale.</p>	5
Evaluation subscription	<p>Evaluation subscriptions comprise services whose sole purpose is for a temporary test of the suitability of the subscription for future purchase from the Provider or a partner authorised by the Provider.</p> <p>Separate conditions for the software subscription, support services and managed services are granted for the purpose of evaluating the BlueSpice subscription. Thus, this subscription may not be used for any other purpose (for example production or development purposes).</p>	6
Development subscription	<p>Development subscriptions make software and support services available solely for test and development purposes (for example as an internal test or staging system). Development purposes means the application of the software for the specific purpose of (a) development, (b) creating prototype, quality assurance or testing and (c) conception of software or hardware with which or on which the software will be executed.</p> <p>They may not be used for any other purpose.</p>	7

§ 11 The Customer's obligations

(1) Naming a contact person for the Provider

The Customer will notify the Provider of a person responsible for the system and a deputy to the person responsible. The person responsible for the system and their deputy are the point of contact for the Provider for all questions concerning the carrying out of the contract, they issue the information necessary for the fulfilment of the contract and can either make decisions themselves or can cause them to be made.

(2) Reporting

The Customer is obliged to report to the Provider immediately should the actual number of software units or services exceeds the number of units for which the Customer has paid the corresponding fees. They will report the number of additional units and the corresponding date on which these units were first used. The Provider will charge for the corresponding services for these units.

(3) Provision of technical prerequisites

The Customer will establish the technical and infrastructural prerequisites necessary on their side for the use of the software which is the subject of this contract themselves and at their own costs. This includes keeping the terminal equipment operational with the corresponding browsers and their connection to the point of transfer of the services via a suitable remote data connection (for example an internet connection). The Provider will let it be known which browsers, databases, server technology and operating systems are supported by the contracted software.

(4) Support for fault analysis and rectification

The Customer will inform the Provider of faults without delay and make reasonable efforts to assist the Provider in the investigation and rectification of the faults. For this purpose written fault reports are to be provided and other data and protocols made available to the Provider on request which are suited to analysis of the fault, as far as these are available.

(5) Remote access

The Provider is able and has the right to carry out services remotely. The Customer has to supply the technical prerequisites necessary for remote maintenance on its side. This is regulated more closely in the service packages.

(6) Granting access on-site

The Customer has to allow and make possible access to the data processing units on which the software which is the subject of this contract are installed for the Provider's personnel. They will also maintain the functionality of those technical facilities necessary for the carrying out of the maintenance work such as internet access, electrical power, telephone connection and data transmission lines, and provide these to a reasonable degree free of charge.

§ 12 Provider's claims for damages

(1) *Entitlement to damages*

The Customer has the right to use the services protected by copyright and made available by the Provider only as part of the contractual agreement, insofar as the Provider has the rights to these services. In case of use which is contrary to the contract, the Provider is entitled to damages from the Customer.

(2) *Use which is contrary to the contract*

Use is contrary to the contract is, in particular:

- a) providing access to the software or software maintenance to third parties,
- b) the use of services of this contract for third party support,
- c) further distribution of the software developed by the Provider via the Customer,

in so far as this is not contractually agreed.

(3) *Extent of entitlement to damages*

The extent of the entitlement to damages is measured on the basis of the licensing fees which the Provider normally charges for the use which is contrary to the contract. Possible surcharges permissible under copyright law for missing rights of use and claims for any further damages remain unaffected.

§ 13 The right of the Provider to verify compliance

During the term of this contract, and for one additional year, the Provider or an agent thereof is entitled to review the Customer's facilities, equipment and documents to verify the Customer's observation of the present contract. Such a review only takes place during the Customer's usual business times and will be announced at least fourteen days in advance by the Provider. The Provider will notify the Customer of any nonobservance. The Customer can, within fourteen days of this notification, make the payment for any subscriptions provided for non-registered software units.

§ 14 Payment

(1) *Subscription fees*

Insofar as nothing else is explicitly agreed in the appendices, the payment to the Provider conform to the valid service fees valid at the time for the service package which is the subject of this contract. The service fees encompass all fees for the services agreed in this subscription contract and the appendices.

(2) Additional costs for external software

Insofar as software must be licensed from an external provider and that this requires payment, the Provider will inform the Customer of this as part of the software catalogue published on the web. The fees for the download of software which must be paid for are to be covered by the Customer. This contract does not create any obligation for payment for the Provider towards an external provider when software which is provided for a fee is downloaded by the customer.

(3) Payment for Customer-specific special adaptations

The Provider will receive a monthly payment of 1.5% of the licensing costs or the costs of the special adaptation for the maintenance and support of special adaptations delivered (customising) and software (contract programming). This additional payment is separately shown in the order documents and invoices.

(4) Payment for services which have been additionally commissioned

The individual contractually agreed prices and conditions of the Provider are valid for services agreed further to this contract (like, for example, the customisation and establishment of applications, training services or taking over an existing database from the Customer or another provider) which the Provider carries out and are not the subject of this contract.

(5) Taxes

All fees are to be understood with no taxes included. Taxes include all value-added tax, turnover tax, excise and other taxes including fines, penalty payments and interest, however, not including taxes which are exclusively levied on the taxable income of the Provider. The Customer will pay the Provider the taxes which arise for the Provider in the fulfilment of the services set forth in this contract.

(6) Due date for the subscription payments

The individual subscription charges are to be paid by the Customer in advance and are due 14 days after invoicing by the Provider insofar as nothing else is contractually agreed.

(7) Payment increases

The Provider has the right to make reasonable increases to the price following written announcement. Such an increase comes into force six months after the end of the quarter in which the Provider has announced the changes at the earliest, and may not increase the charges for the preceding twelve months by more than 10%. Insofar as the customer does not agree with the change to the price, they may cancel the contract in writing with a one month notice period from the day on which the new fees would come into force.

(8) *Payment by credit card*

When paying by credit card, the Customer gives the Provider permission to charge their credit card with the amount due for the services and upon extension of the subscription the amount due for this. They are obliged, in the case of extension of the subscription to notify the Provider of the current credit card information.

§ 15 The Provider's liability

(1) *Statutory liability*

For damage resulting from danger to human life, physical injury or danger to human health due to wilful or negligent breach of duty on the part of the Provider, the Provider will be liable according to the legal regulations.

(2) *Intent and gross negligence*

For the remaining liability claims, the Provider is liable only in the case of the absence of a guaranteed feature of the product.

(3) *Slight negligence*

In all other cases, the Provider is only liable for slight negligence insofar as an essential contractual obligation is violated whose fulfilment is of particular importance for the proper carrying out of the contract and reaching the aims of the contract and on whose fulfilment the contracting partners may ordinarily rely (**material contractual obligation**). For slight negligence in relation to a material contractual obligation, the liability is limited to the sum of the total of the amounts contractually agreed to be paid in the course of a year.

(4) *Loss of data*

Liability for data loss is limited to the effort typically needed to recover the data, it being regularly backed up in a manner consistent with the danger, the Customer being obliged to make such backups, unless the conditions of § 15 Para. 1 or Para. 2 hold.

(5) *Product liability law.*

Liability according to the Product Liability Law shall remain unaffected.

(6) *Range of application of the limitation of liability*

The above limitation of liability according to § 15 Para. 2 to 4 are also valid in favour of the Provider's legal representatives, members of staff and agents or assistants.

(7) *Limitation of liability for sales activities by third parties*

The Provider can conclude contracts for product promotion, marketing and support with business partners. The Provider assumes no liability for products or services which these business partners provide their

customers under separate contracts concluded between them. Equally, the Partner assumes no liability for actions or extra obligations of the business partners towards the customers.

§ 16 Data protection

(1) Federal Data Protection Act and servers in Germany

The contracting parties will heed the statutory regulations for the protection of personal data, in particular the provision of the Federal Data Protection Act (Bundesdatenschutzgesetz (BDSG)), for all instances of the software which is the object of the contract. For hosted instances by the Provider data processing takes place on a server in the Federal Republic of Germany subject to the data protection regulations.

(2) The processing of personal data

If the Customer processes personal data as part of this contractual relationship, then they are responsible for the observance of the data protection regulations. The Provider will only process the data imparted by the Customer within the framework of the Customer's instructions. Disclosure to third parties, other than for technical processes to the operator of the server will not take place without the consent of the Customer.

(3) Encoded transmission

The encoded transmission of data (SSL) can be set up for a fee. This requires a separate agreement between the parties.

(4) The security of remote maintenance facilities

The Provider will take suitable measures against the unauthorised access to the Customer's computer system by third parties via the remote maintenance provision. The Provider will take at least those security measures predefined by the Customer.

(5) Mirroring and data backup

The Customer's data placed in the database provided for them by the Provider will be mirrored. The Provider can carry out additional data backups for the customer for a fee.

(6) The right to mirroring

The Customer grants the Provider the right to copy the data to be saved for the Customer, insofar as this is necessary for the services owed according to this contract (in particular for the purposes of data security). The Provider is also entitled to make changes to the structure of the data or the data format, in order to eliminate faults.

(7) Security of login data

The Customer is obliged to keep their login data secret from unauthorised third parties. In particular, usernames and passwords are to be kept so that access to this data by third parties is impossible, in order to exclude the misuse of the access. The Customer is obliged to inform the Provider immediately upon discovery that an unauthorised third party knows a password.

(8) *Customer list*

The Customer agrees to be named in the Provider's list of customers.

§ 17 Confidentiality

(1) The parties agree to treat confidential transactions made known to it within the scope of preparation, realisation and fulfilment of this agreement of this contact, in particular business or trade secrets of the other party in the strictest confidence, and to neither impart them nor exploit them in any other way in so far as nothing else is contractually agreed. Trade and business secrets are all facts, circumstances and transactions relating to the business of the respective contracting parties that are not publicly known but are only accessible to a limited group of people and in the non-dissemination of which the relevant party has a legitimate interest (**trade and business secrets**). This agreement is valid towards any unauthorised third party, this means also towards both unauthorised personnel of the party and that of the contracting partner, insofar as the dissemination of information is not necessary for the proper fulfilment of the Provider's contractual obligations. In case of doubt, the affected party is obliged to ask the contracting party for the agreement of before such a dissemination.

(2) This confidentiality obligation remains even when this contract has ended.

§ 18 Commercial property rights

(1) *No right to brand utilisation*

The user is not entitled to remove copyright notices or other references to existing intellectual property rights of the Provider on the websites or to put up their own copyright notices.

(2) *No grant of industrial property rights*

Insofar as nothing is explicitly agreed, this contract neither explicitly nor implicitly grants rights or license to exploit trademarks, trade names or service marks which are either the property of the Provider, the Customer, a Partner or the property of third parties. This includes, in particular, the distribution of the software using the trademarks of the Provider.

§ 19 Exploiting ideas and protected material

(1) *The free exploitation of ideas*

The contracting parties agree that the use of the subscription of open source software lies in its quick availability, and openness to product improvements, updating and further development in the ecosystem of software. For this reason, the Provider is entitled to exploit, in any suitable form, the technical know-how, ideas developed, methods, concepts, structures, procedures, inventions, developments, processes,

discoveries advancements and other information and material gathered in the course and process of an assignment, without accountability, including for themselves and their customers.

(2) Exploitation of protected material

Neither contracting party, however, will translate, edit, change the arrangement of, or otherwise make other changes to the protected intellectual property of the other contracting party, including correcting errors. Additionally, neither contracting party will not distribute protected contracted products or protected intellectual property of the other contracting party to third parties. Specifically, all information and data which comes under statutory data protection rules will not be exploited (for example personal data, customer data and content, business secrets). Developments and content whose use is excluded by both contracting parties in a written special agreement is excluded in the same way (for example for the development of new business ideas).

§ 20 Duration of the contract

(1) Start of the contract

Insofar as nothing else is agreed, the present contract comes into force with the upon receipt of the confirmation of contract by the Provider.

(2) Minimum term and notice period

Insofar as no other duration is agreed, the contract has a minimum duration of two years and is renewed for one year at a time, unless written notice is given by a contracting party to the other two months prior to the end of a contract year

(3) Extraordinary termination.

Termination without notice for good cause is unaffected, insofar as the terminating party cannot reasonably be requested to continue the contractual relationship, taking into account all the conditions of the individual case and weighing the interests of both parties thereto.

(4) Written notice

Any notice of the termination of the contract must be in writing to be valid.

§ 21 Final provisions

(1) Severability clause

If individual provisions of this contract are invalid or shall become ineffective, the validity of the remaining provisions will remain unaffected. The parties will be obliged to replace the provision that is ineffective by a provision that comes closest to the economic aims of both parties most closely, and to which the parties would have agreed if they had known of the invalidity of the provision.

(2) Electronic or written form

Additional agreements, modifications and supplements to this contract are only valid in electronic or written form and refer to this contract. This requirement can only be renounced in writing.

(3) Legal venue

The place of performance and exclusive place of jurisdiction for all legal disputes relating to this contract is that of the Provider insofar as the Customer is a registered trader, a legal entity under public law or public special asset

(4) Applicable law

The law of the Federal Republic of Germany is to be used exclusively, excluding application of the provisions of the UN CISG.

Appendix 1: Production system

1. Software subscription

Software subscription	Starter	Standard	Premium
Edition BlueSpice pro ¹	Two packages ²	✓	✓
Requirements for hardware and software	see System Requirements in the helpdesk		
Point of transfer / Download	BlueSpice Shop		
Provision of patches and updates to fix faults. Installation of updates can be offset against the service package. ³	✓	✓	✓
Making upgrades available. Installation of upgrades is counted in the support package. ⁴	✓	✓	✓
Updates and patches for customer-specific extensions	As specified in the Provider's confirmation of contract		
Upgrades to customer-specific extensions	Payment according to outlay		
Access to the source code by the Customer	-	-	-

¹ Content listed in the software catalogue on bluespice.com

² The use of more than two software packages automatically extends the subscription to the service package "Standard".

³ Further outlay beyond the contingent will be billed additionally at the special customer rate. Updates and upgrades to third party software (in particular MediaWiki and MediaWiki extensions) will only take place so far as they are necessary for the operation of BlueSpice.

⁴ As upgrades generally require more outlay than normal software maintenance, further service hours beyond the contingent will be billed additionally at the special customer rate. The Provider will provide an estimate of costs for this. Service times for the installation of upgrades may not be counted as part of the support package for unlimited support.

2. Support subscription with fault analysis and installation service

Communications channels	Contact data
Online handbook	help.bluespice.com
Ticket system	support.hallowelt.com
Telephone hotline	+49 (0) 941 660 80 – 190
Email	support@hallowelt.com
Remote access	VPN, SSH, remote access system or online meeting system (e.g. Teamviewer)
Reporting of new software units or changes to the service package	sales@hallowelt.com

Support services	Starter	Standard	Premium
Online handbook (with admin handbook)	✓	✓	✓
Product support: First and second level support for questions about the use and configuration of the software subscribed to via ticket or email	✓	✓	✓
Product support: First and second level support for questions about the use and configuration of the software subscribed to via a free telephone hotline	-	-	✓
Development support. Third Level Support for complex questions about extensions and integration of the software which is the subject of this contract	Payment according to outlay		
Documentation in the ticket system	✓	✓	✓

Training and consulting	Payment according to outlay		
Support contingent: Service and support hours included ⁵	12h	12h	unlimited
Customer discount for additional support and service hours	15%	15%	-

Fault reports	Starter	Standard	Premium
Fault reporting and analysis ⁶	✓	✓	✓
Help in case of problems	✓	✓	✓

Service times	Starter	Standard	Premium
Response time for fault rectification	Depending on the fault classification		
Response time for support	The next day		
Service hours covered	8x5	8x5	8x5
Service time for support and fault reporting (work days Monday to Friday)	9:00 – 17:00	9:00 – 17:00	9:00 – 17:00
Service time for priority 1 faults (work days Monday to Friday)	9:00 – 18:00	9:00 – 18:00	9:00 – 18:00

3. Managed Services

This service package does not contain any Managed Services.

⁵ The contingent with the significantly reduced hourly rates is reserved for installation and support services. Additional outlay will be charged at the preferential customer hourly rate. Guarantee of satisfaction: Payment must only be made for support hours when the customer is satisfied with the support.

⁶ The first five minutes of consultation are free of charge as a basic principle.

4. Payment and contractual terms

Provision	Conditions
Fees	As specified in the Provider's confirmation of contract.
Billing unit	Year
Date due	14 days from date of invoice
Minimum duration	24 months
Notice period	2 months

Appendix 2: Cloud and hosting instances

1. Software subscription

Software subscription	Standard
Edition BlueSpice pro ⁷	✓
Software requirements	See System Requirements in the helpdesk
Point of transfer	Will be communicated by email
Provision of patches and updates to fix faults. Installation of updates can be offset against the service package. ⁸	✓

⁷ Content listed in the software catalogue on bluespice.com

⁸ Further outlay beyond the contingent will be billed additionally at the special customer rate. Updates and upgrades to third party software (in particular MediaWiki and MediaWiki extensions) will only take place so far as they are necessary for the operation of BlueSpice.

Making upgrades available. Installation of upgrades is counted in the support package. ⁹	✓
Updates and patches for customer-specific extensions	As specified in the Provider's confirmation of contract.
Upgrades to customer-specific extensions	Payment according to outlay
Access to the source code by the Customer	-

2. Support subscription with fault analysis and installation service

Communications channels	Contact data
Online handbook	help.bluespice.com
Ticket system	support.hallowelt.com
Telephone hotline	+49 (0) 941 660 80 – 190
Email	support@hallowelt.com
Remote access	-
Contact for changing the service package	sales@hallowelt.com

Support services	Standard
Online handbook (with admin handbook)	✓
Product support: First and second level support for questions about the use and configuration of the software subscribed to via ticket or email	✓

⁹ As upgrades generally require more outlay than normal software maintenance, further service hours beyond the contingent will be billed additionally at the special customer rate. The Provider will provide an estimate of costs for this. Service times for the installation of upgrades may not be counted as part of the support package for unlimited support.

Product support: First and second level support for questions about the use and configuration of the software subscribed to via a free telephone hotline	-
Development support. Third Level Support for complex questions about extensions and integration of the software which is the subject of this contract	Payment according to outlay
Documentation in the ticket system	✓
Training and consulting	Payment according to outlay
Support contingent: Service and support hours included ¹⁰	12 h
Customer discount for additional support and service hours	15%

Service times	Standard
Response time for fault rectification ¹¹	Depending on the fault classification
Response time for support	The next day
Service hours covered	8x5
Service time for support and fault reporting (work days Monday to Friday)	9:00 – 17:00
Service time for priority 1 faults (work days Monday to Friday)	9:00 – 18:00

¹⁰ The contingent with the significantly reduced hourly rates is reserved for installation and support services. Additional outlay will be charged at the preferential customer hourly rate. Guarantee of satisfaction: Payment must only be made for support hours when the customer is satisfied with the support.

¹¹ The first five minutes of consultation are free of charge as a basic principle.

3. Managed Services

Cloud or hosting	Standard
Interface / point of transfer	Will be communicated by email
Number of users	Unlimited
Overall availability ¹²	99.5 %
Storage capacity	20 GB additional storage space possible for an additional charge
Export of data	After notice of termination, an export from the data base is available to download at the point of transfer for eight weeks. After this, the Customer's data will be permanently deleted.
Online help for cloud and hosting services	✓
Data protection / mirroring	✓

4. Payment and contractual terms

Provision	Conditions
Fees	As specified in the Provider's confirmation of contract
Billing unit	Month
Date due	30 days from date of invoice
Minimum duration	None
Notice period	1 month

¹² Exception: Downtime due to maintenance and software updates, times in which the webserver is unavailable on the internet due to problems which are not under the control of the Provider.

Appendix 3: Academic subscription

The conditions described in Appendices 1 and 2 are valid with the following differences:

Provision	Conditions
Fees	Reduction by 40% of the list price
Customer discount for additional support and service hours	Reduction by 40% of the list price

Appendix 4: Business partners and technology partners

1. Software subscription

Software subscription	Business	Technology
Edition BlueSpice pro ¹³	✓	✓
Hardware and software requirements	See System Requirements in the helpdesk	
Point of transfer / Download area	Will be communicated by email	
Software for transmission to customers	-	✓
Provision of patches and updates to fix faults. Installation of updates can be offset against the service package. ¹⁴	✓	✓

¹³ Content listed in the software catalogue on bluespice.com

¹⁴ Further outlay beyond the contingent will be billed additionally at the special customer rate. Updates and upgrades to third party software (in particular MediaWiki and MediaWiki extensions) will only take place so far as they are necessary for the operation of BlueSpice.

Provision of upgrades. Installation of updates can be offset against the service package. ¹⁵	✓	✓
Updates and patches for customer-specific extensions	As specified in the Provider's confirmation of contract	
Upgrades to customer-specific extensions	Payment according to outlay	
Access to the source code by the Customer	Using a revision control system and following training by the Provider	

2. Support subscription with fault analysis and installation service

Communications channels	Contact data
Online handbook	help.bluespice.com
Ticket system	support.hallowelt.com
Telephone hotline	+49 (0) 941 660 80 – 190
Email	support@hallowelt.com
Remote access	VPN, SSH, remote access system or online meeting system (e.g. Teamviewer)
Reporting of new software units or changes to the service package	sales@hallowelt.com

¹⁵ As upgrades generally require more outlay than normal software maintenance, further service hours beyond the contingent will be billed additionally at the special customer rate. The Provider will provide an estimate of costs for this. Service times for the installation of upgrades may not be counted as part of the support package for unlimited support.

Support services	Business	Technology
Online handbook (with admin handbook)	✓	✓
Product support: First and second level support for questions about the use and configuration of the software subscribed to via ticket or email	✓	✓
Product support: First and second level support for questions about the use and configuration of the software subscribed to via a free telephone hotline	✓	✓
Development support. Third Level Support for complex questions about extensions and integration of the software which is the subject of this contract	Payment according to outlay	
Documentation in the ticket system	✓	✓
Training and consulting	Payment according to outlay	
Support contingent: Service and support hours included ¹⁶	10h	10h
Customer discount for additional support and service hours	15%	

Fault reports	Business	Technology
Fault reporting and analysis ¹⁷	✓	✓
Help in case of problems	✓	✓

¹⁶ The contingent with the significantly reduced hourly rates is reserved for installation and support services. Additional outlay will be charged at the preferential customer hourly rate. Guarantee of satisfaction: Payment must only be made for support hours when the customer is satisfied with the support.

¹⁷ The first five minutes of consultation are free of charge as a basic principle.

Service times	Business	Technology
Response time for fault rectification	Depending on the fault classification	
Response time for support	The next day	
Service hours covered	8x5	8x5
Service time for support (work days Monday to Friday)	9:00 – 17:00	9:00 – 17:00
Service time for priority 1 faults (work days Monday to Friday)	9:00 – 18:00	9:00 – 18:00

3. Managed Services

Cloud or hosting demo wiki	
Interface / point of transfer	Will be communicated by email
Number of users	unlimited
Overall availability ¹⁸	99.5 %
Storage capacity	20 GB, additional storage space possible for an additional charge
Export of data	After notice of termination, an export from the data base is available to download at the point of transfer for eight weeks. After this, the Customer's data will be permanently deleted.
Online help for cloud and hosting services	✓
Data protection / mirroring	✓

¹⁸ Exception: Downtime due to maintenance and software updates, times in which the webserver is unavailable on the internet due to problems which are not under the control of the Provider.

4. Partner program

Hallo Welt services for sales and technical support	Business partner	Technology partner
Partner entry on bluespice.com	✓	✓
Use of the official partner logo	✓	✓
Provision of the existing advertising copy, product information and progress reports, and, as the case may be, comparison with competitor's products	✓	✓
Personal online wiki for demo and test purposes on the BlueSpice Labs server	✓	✓
Account in the ticket system for notifying faults in the demo system	✓	✓
Online introduction	2h	2h
Webinar on product information	Free of charge	Free of charge
User training for sales staff	40% discount	15% discount
Administrator training	40% discount	15% discount

Services available ¹⁹	
BlueSpice subscriptions	bluespice.com/products
Cloud and hosting services	Fujitsu and Host Europe

¹⁹ The following is not part of the subject of the contract: The Provider's services (e.g. consultancy, training, contract programming or project management) and subsequent sales which are not initiated by the Partner.

Service	Commission for Business partner	Commission from Technology partner
BlueSpice Subscription ²⁰	15%	50%
Cloud / hosting services ²¹	15%	50%
Minimum turnover ²²	9,000 euros per year	9,000 euros per year

Supplementary regulations	
Notification	The Partner is obliged to notify the Provider of possible sales opportunities to which they derive the right to a fee without delay. This notification is to avoid the Provider and Partner both initiating business with the same prospective clients, and to avoid the Partner acquiring customers who are already customers of the Provider or another partner of the Provider. In this case, the contracting parties will immediately determine the way ahead and initiate a mutual solution towards the customer.
Prohibition of competition	Further, the Partner gives a binding declaration that he will not use the subscription services for a new distribution of the software, will not promote or support another distribution, and will not use it for consultancy for such a distribution either directly or indirectly. These obligations are valid worldwide. ²³ § 12 (2) "Use which is contrary to the contract" is explicitly referenced.
Payment	The customers of a Business partner pay via the Provider. Technology partners create their offers themselves directly to their customers and also bill them directly. ²⁴
Obligation to grant a commission	There is an obligation to grant a commission as soon as the customer contractually confirms the purchase of a service.
Documentation	The revenues are to be documented in the form of invoices addressed to the customers.
Other expenditures of the Partner	The Partner may not demand compensation for expenses incurred during the normal course of business beyond that agreed in this contract.

²⁰ The rate is calculated on the basis of the net yield.

²¹ The rate is calculated on the basis of the net yield from an entry with a minimum duration of a year.

²² Minimum turnover means an agreement on objectives. If this turnover is not achieved over a certain amount of time, then the partnership can no longer be continued. This does not mean that the shortfall must be repaid.

²³ Disregarding the binding declarations leads to the termination of the partnership contract without notice. All of the Provider's services, in particular, however, also all the Customer's claims to commission are eliminated without substitution. In this case, the Provider reserves the right to take legal action and claim for damages.

²⁴ This contract does not create any principle claim to exclusivity for the provision of future services to be provided to the customer.

Reduction of the commission	Should the amounts included in the invoices sent to the customers differ from the actual amounts paid by the customers, then the contracting party providing the commission may demand an adjustment of the commission. The deadline for such an adjustment is 12 months after the customer is billed. The Provider notifies the Partner of the request to adjust the commission and provides the necessary evidence. Insofar as the Partner has already received payment in advance, they will repay the Provider where necessary.
Impracticality of the business	The Partner is not entitled to any commission if and in so far as either the carrying out of business conveyed by them is impossible, unless the impossibility is attributable to the Provider, or they cannot be reasonably expected to carry out the business.
Auxiliary persons and subcontractors	The enlistment of auxiliary persons and subcontractors in a jointly carried out project must take place with the mutual agreement of the contracting parties. The intended employment of a subagent must be conveyed to the Provider by the Partner in writing. No contractual relationships are created between the Partner's auxiliary persons or subcontractors, and the Provider.
Legal proceedings against customers	The Provider is obliged to participate in the case of judicial assertion and execution of claim for performance against a customer only when explicitly requested and when the Partner shares the costs reasonably.
Accounting at the termination of the contract	If the partner subscription is terminated, the fee statement will take place immediately.
Business before and after the contract period.	Business which is concluded before the coming into force of this contract or after the correct termination of this contract is not subject to commission.

Contract conditions	
Duration of the contract	unlimited
Notice period ²⁵	2 months
Invoicing	Year
Period allowed for payment of commission	30 days from date of invoice

²⁵ In the absence of any agreement to the contrary, business contacts that have already begun are not affected by this cancellation. The obligation to pay commission and the duty of disclosure remain undiminished in this case.

Appendix 5: Cloud and hosting partners

The conditions described in Appendix 4 are valid with the following differences:

Supplementary regulations	
Notification and Payment	The Partner will notify the Provider of the hosted instances along with the value and the start of the hosting. The Provider will invoice for their claim to commission on this basis.

Provision	Annual turnover of the Partner	Provider's commission
Minimum turnover	€4,000	50 %
Discount level 1	€10,000	40 %

Contract conditions	
Date due	30 days from date of invoice
Billing unit	Quarter

Appendix 6: Evaluation subscription

1. Software subscription

Software subscription	Standard
Edition BlueSpice pro ²⁶	✓
Software requirements	See System Requirements in the helpdesk
Point of transfer	Will be communicated by email
Provision of patches and updates to fix faults.	-
Making upgrades available	-
Updates and patches for customer-specific extensions	-
Upgrades to customer-specific extensions	-
Access to the source code by the Customer	-

2. Support subscription with fault analysis and installation service

Communications channels	Contact data
Online handbook	help.bluespice.com
Ticket system	-
Telephone hotline	+49 (0) 941 660 80 – 190

²⁶ Content listed in the software catalogue on bluespice.com

Email	support@hallowelt.com
Remote access	-
Contact for changing the service package	sales@hallowelt.com

Support services	Standard
Online handbook (with admin handbook)	✓
Product support: First and second level support for questions about the use and configuration of the software subscribed to via ticket or email	-
Product support: First and second level support for questions about the use and configuration of the software subscribed to via a free telephone hotline	-
Development support. Third Level Support for complex questions about extensions and integration of the software which is the subject of this contract	-
Documentation in the ticket system	-
Training and consulting	Payment according to outlay
Support contingent: Service and support hours included	2h
Customer discount for additional support and service hours	-

Fault reports	Standard
Fault reporting and analysis	✓
Help in case of problems	✓

Service times	Standard
Response time for fault rectification	Depending on the fault class
Response time for support	The next day
Service hours covered	8x5
Service time for support and fault reporting (work days Monday to Friday)	9:00 – 17:00
Service time for priority 1 faults (work days Monday to Friday)	9:00 – 18:00

3. Managed Services

The following conditions hold for hosted instances.

Cloud or hosting	Standard
Interface / point of transfer	Will be communicated by email
Number of users	unlimited
Overall availability ²⁷	99.5 %
Storage capacity	20 GB additional storage space possible for an additional charge
Export of data	-
Online help for cloud and hosting services	✓
Data protection / mirroring	-

²⁷ Exception: Downtime due to maintenance and software updates, times in which the webserver is unavailable on the internet due to problems which are not under the control of the Provider.

4. Payment and contractual terms

Provision	Conditions
Fees	30 days free of charge. Extension possible subject to a fee.
Billing unit	Day
Date due	14 days from date of invoice
Minimum duration	None
Notice period	1 month

Appendix 7: Development subscription

1. Software subscription

Software subscription	Standard
Edition BlueSpice pro ²⁸	✓
Software requirements	See System Requirements in the helpdesk
Point of transfer	Will be communicated by email
Provision of patches and updates to fix faults. Installation of updates can be offset against the service package. ²⁹	✓

²⁸ Content listed in the software catalogue on bluespice.com

²⁹ Further outlay beyond the contingent will be billed additionally at the special customer rate. Updates and upgrades to third party software (in particular MediaWiki and MediaWiki extensions) will only take place so far as they are necessary for the operation of BlueSpice.

Making upgrades available. Installation of upgrades is counted in the support package. ³⁰	✓
Updates and patches for customer-specific extensions	As specified in the Provider's confirmation of contract
Upgrades to customer-specific extensions	Payment according to outlay
Access to the source code by the Customer	Using a revision control system and following training by the Provider

2. Support subscription with fault analysis and installation service

Communications channels	Contact data
Online handbook	help.bluespice.com
Ticket system	support.hallowelt.com
Telephone hotline	+49 (0) 941 660 80 – 190
Email	support@hallowelt.com
Remote access	VPN, SSH, remote access system or online meeting system (e.g. Teamviewer)
Contact for changing the service package	sales@hallowelt.com

Support services	Standard
Online handbook (with admin handbook)	✓

³⁰ As upgrades generally require more outlay than normal software maintenance, further service hours beyond the contingent will be billed additionally at the special customer rate. The Provider will provide an estimate of costs for this. Service times for the installation of upgrades may not be counted as part of the support package for unlimited support.

Product support: First and second level support for questions about the use and configuration of the software subscribed to via ticket or email	✓
Product support: First and second level support for questions about the use and configuration of the software subscribed to via a free telephone hotline	-
Development support. Third Level Support for complex questions about extensions and integration of the software which is the subject of this contract	Payment according to outlay
Documentation in the ticket system	✓
Training and consulting	Payment according to outlay
Support contingent: Service and support hours included ³¹	12h
Customer discount for additional support and service hours	15%

Fault reports	Standard
Fault reporting and analysis ³²	✓
Help in case of problems	✓

³¹ The contingent with the significantly reduced hourly rates is reserved for installation and support services. Additional outlay will be charged at the preferential customer hourly rate. Guarantee of satisfaction: Payment must only be made for support hours when the customer is satisfied with the support.

³² The first five minutes of consultation are free of charge as a basic principle.

Service times	Standard
Response time for fault rectification	Depending on the fault class
Response time for support	The next day
Service hours covered	8x5
Service time for support and fault reporting (work days Monday to Friday)	9:00 – 17:00
Service time for priority 1 faults (work days Monday to Friday)	9:00 – 18:00

3. Managed Services

The following conditions hold for hosted instances.

Cloud or hosting	Standard
Interface / point of transfer	Will be communicated by email
Number of users	unlimited
Overall availability ³³	99.5 %
Storage capacity	20 GB additional storage space possible for an additional charge
Export of data	-
Online help for cloud and hosting services	✓
Data protection / mirroring	✓

³³ Exception: Downtime due to maintenance and software updates, times in which the webserver is unavailable on the internet due to problems which are not under the control of the Provider.

4. Payment and contractual terms

Provision	Conditions
Fees	As specified in the Provider's confirmation of contract.
Billing unit	Month
Date due	14 days from date of invoice
Minimum duration	None
Notice period	1 month