

Support Agreement



Contents

| | |
|---|----------|
| 1 Preamble | 3 |
| 2 Lingua-Systems' Services | 3 |
| 2.1 Support Package "Basic" (hereinafter: "Level 1") | 3 |
| 2.2 Support Package "Standard" (hereinafter: "Level 2") | 3 |
| 2.3 Support Package "Advanced" (hereinafter: "Level 3") | 4 |
| 2.4 Support Package "Premium" (hereinafter: "Level 4") | 4 |
| 2.5 Exceptions | 4 |
| 3 Customer's Duties | 4 |
| 3.1 Support Fee | 4 |
| 3.2 Customer's Additional Duties | 5 |
| 4 Warranty / Liability | 5 |
| 5 Term / Termination | 6 |
| 6 Confidentiality | 6 |
| 7 Miscellaneous | 6 |

Support Agreement

between

Lingua-Systems Software GmbH
Wiesenstraße 34,
44653 Herne
Germany

– hereinafter: "**Lingua-Systems**" –

and

the customer as specified in the order form

– hereinafter: "**Customer**" –

regarding IT-related support services.

1 Preamble

Customer obtained software products from Lingua-Systems. In order to enable ongoing support of the software products, the parties agree on the following support agreement:

2 Lingua-Systems' Services

Lingua-Systems will render the following support services as expressly agreed in a separate support order form (hereinafter: "**Order Form**").

2.1 Support Package "**Basic**" (hereinafter: "**Level 1**")

Level 1 support services consist of the statutory warranty for defects (subject to the applicable contractual agreements between the parties). Level 1 in particular includes:

1. Lingua-Systems will grant Customer an access account including one (1) Login ID to Lingua-Systems' Online-Ticket-System (hereinafter: "**OTS**").
2. If Lingua-Systems provides to Customer a new version of a software product, such new version will only be made available for download from the OTS website.

2.2 Support Package "**Standard**" (hereinafter: "**Level 2**")

Level 2 support consists of Level 1 support with the following modifications:

1. Lingua-Systems will make available to Customer all existing minor updates of the software product. Usually, minor updates contain functional improvements of the software.
2. Lingua-Systems will grant Customer an access account including two (2) Login IDs to Lingua-Systems' OTS.
3. If Customer reports an issue to Lingua-Systems via OTS, Lingua-Systems will react at least within 2 working days (Monday through Friday), calculated from the time of issuing

the respective error notice within the OTS. Within the reaction, Lingua-Systems will start resolving the issue or make recommendations how to resolve the issue.

4. Lingua-Systems supports the current and the previous version of a software product. Earlier versions will not be supported.
5. Unless the software products are defective, any services rendered by Lingua-Systems in order to resolve an issue reported by Customer will be billed on a time & material basis according to Lingua-Systems applicable standard price list.
6. For any services rendered by Lingua-Systems outside the remedying of defects, the Customer is entitled to a service package of 5 working hours per contract year which will not be charged. Unused hours may not be transferred to the next contract year.

2.3 Support Package "Advanced" (hereinafter: "Level 3")

Level 3 support consists of Level 1 and Level 2 support with the following modifications:

1. Lingua-Systems will make available to Customer all existing major updates of the software product. Usually, major updates contain functional enhancements of the software.
2. The reaction time as set forth in Sec. 2.2.3 is one working day.
3. All service tickets will be handled with priority over non-priority service tickets.
4. Lingua-Systems will grant Customer an access account including five (5) Login IDs to Lingua-Systems' OTS.
5. The service package as set forth in Sec. 2.2.6 is 10 working hours in total.

2.4 Support Package "Premium" (hereinafter: "Level 4")

Level 4 support consists of Level 1, Level 2 and Level 3 support with the following modifications:

1. The reaction time as set forth in Sec. 2.3.2 is extended to 365 days per calendar year.
2. The service package as set forth in Sec. 2.2.6 is 15 working hours in total.

2.5 Exceptions

1. The service descriptions as given herein represent the binding and complete description of the services to be rendered by Lingua-Systems. Other services than the services listed herein will only be rendered by Lingua-Systems by virtue of a separate agreement.

3 Customer's Duties

3.1 Support Fee

1. Customer pays to Lingua-Systems the support fee as set forth in the Order Form.

2. Services which are not included in the support fee (e. g. time & material services) will be billed according to Lingua-Systems' applicable standard price list. Travel expenses will be billed separately.
3. The support fee is due for payment until the 10th working day of a contract year. Time & material services will be billed monthly for the past calendar month and are due for payment within 14 days upon receipt of a respective invoice.
4. All prices are net prices excluding the applicable, statutory value-added tax (VAT).

3.2 Customer's Additional Duties

1. If Customer notices errors within the software products, Customer will notify Lingua-Systems via the OTS without undue delay by fully completing the electronic error form as provided in the OTS.
2. Customer will verify the completeness and functionality of Lingua-Systems' services without undue delay, at the latest within five working days after such service was made available to Customer.
3. Customer will make available the Login ID only to the named users who are granted the Login ID by Lingua-Systems in writing (such user hereinafter: "**Key User**"). Changes to Key Users must be made in writing. Customer will make sure that only Key Users will access the OTS and issue service tickets. Key Users must be familiar and trained with the respective supported software product.
4. Customer will back-up their data at least once per day according to professional standards.

4 Warranty / Liability

1. Lingua-Systems will not be bound to render service to the extent that
 - a) an error cannot be reproduced;
 - b) software products are being used contrary to the software specifications;
 - c) issues are being reported by persons other than Key Users;
 - d) software is being installed on an inappropriate hardware or software platform;
 - e) Customer does not use the current or previous version of a software product;
 - f) Customer is in default with their obligations.
2. Lingua-Systems shall be fully liable for willful intent or injury to life, body or health or in case of gross negligence. In cases of slight negligence that do not fall under the aforesaid stipulation, Lingua-Systems shall only be liable for the infringement of such obligations (i) that are essential for the performance of the Agreement and (ii) on the adherence to which the Customer will usually rely. In such cases, however, Lingua-Systems' liability shall be limited to any reasonably foreseeable damage. Any other liability of Lingua-Systems shall be excluded.
3. The limitation of liability also does not apply to claims arising out of liability regarding guaranteed ("*garantierte*") characteristics of the Software or for claims in connection with the German Product Liability Act ("*Produkthaftungsgesetz*").

4. This clause no. 4 shall also apply to Lingua-Systems' employees, agents and vicarious agents.
5. As far as liability is not excluded according to this clause and no special regulation regarding warranty is applicable, claims for damages become statute-barred after one year.
6. Lingua-Systems is not responsible for loss of data if Customer has not made appropriate, regular back-ups of their data according to professional standards.

5 Term / Termination

1. This contract has an initial term of one year and may be terminated by either party by giving written notice to the other party with a 4-week-period towards the end of the contract year. If the contract is not terminated, it is automatically extended by another year.
2. The parties' rights to terminate for good cause remain unaffected.
3. Lingua-Systems may modify the support fees effective 1. February of each calendar year, observing a 3 months notice period. If Customer objects the modification of support fees, Customer is entitled to terminate the Support Agreement observing a four (4) weeks notice period until 1. February of the very calendar year.
4. All termination notices must be made in writing (e-mail is not sufficient).

6 Confidentiality

All information in connection with services rendered by Lingua-Systems within the scope of this support agreement shall be treated confidential by the Customer, in the same way as the Customer would treat its own confidential material. However, the information has at least to be treated with reasonable diligence. Confidential information shall encompass in particular data, software, customer information, product and marketing information, designs and documentation. The confidentiality obligation does not apply to information that is already available in public that was accessible for the Customer before disclosure, that the Customer received from third persons without breaching any confidentiality obligation or that the Customer is compelled to disclose by court order or governmental order. In the latter case, the Customer is obliged to notify Lingua-Systems without undue delay, however, in any case, before disclosure of confidential information.

7 Miscellaneous

1. This Agreement shall be governed solely by material German Law excluding the UN Convention on Contracts for the International Sale of Goods (CISG).
2. If any provision of this support agreement is or becomes invalid or unenforceable, the unenforceability of such provision shall not effect the other provisions of this support agreement and all provisions not effected by such invalidity or unenforceability shall

remain in full force and effect. The respective provision will be substituted by a provision which most effectively achieves the invalid or non-feasible provision's economic purpose.

3. This support agreement together with the Order Form constitutes the entire agreement between the parties relating to the subject matter hereof. No addition to or modification of any provision of this support agreement or the Order Form shall be binding unless made by written instrument signed by duly authorized representatives of each party.
4. Exclusive place of jurisdiction for all disputes from or in connection with this support agreement shall be Herne, Germany.
5. Lingua-Systems is not responsible for any delays, errors or failures to perform by an act, omission or condition beyond Lingua-Systems' reasonable control, whether or not foreseeable or identified, including without limitation Acts of God, strikes, lock-outs, riots, acts of law or terrorism, governmental regulations, fire etc.
6. Customer acknowledges that the usability of the support services depends on the configuration of the software products by Customer. Furthermore Customer acknowledges that for the use of support services, possibly other software is necessary (e. g. operating systems). Lingua-Systems does not provide other software than the items agreed upon within the Order Form and this support agreement.