

Special Section

Terms and Conditions for Software Maintenance

1. General

- 1.1 The Maintenance Services commissioned by the Customer apply to software developed by Garancy, unless otherwise agreed in the respective Individual Contract. The Maintenance Services do not cover any Open-Source Software used.
- 1.2 Software Maintenance shall generally be limited to the current Product Release. Garancy shall inform the Customer with reasonable advance notice of the release of a new Product Release. At the same time, as part of the announcement of the new Product Release, Garancy shall determine in a binding manner the end of the maintenance obligation for the preceding Product Release. During the transition period between the release of a new Product Release and the end of the maintenance obligations for the preceding Product Release, Maintenance Services for the preceding release shall be limited to Defect rectification in accordance with Section 2.2 of these Terms and Conditions. The development of new functionalities and support for new releases of Third-Party Software for the preceding Product Release are excluded.
- 1.3 Garancy's obligation to provide Maintenance Services is subject to the condition that the respective program is installed on a platform approved by Garancy and that, at the time the Defect is notified to Garancy, such platform is still covered by the manufacturer's general maintenance period. Any individual maintenance agreements between the platform manufacturer and the Customer extending beyond the general maintenance period shall not be considered. The obligation to provide Maintenance Services shall not apply to the extent that the Customer or a third party has made modifications to the software that have not been previously approved by Garancy.

2. Scope of Maintenance Services

- 2.1 The scope of the Maintenance Services comprises:
- defect remediation in accordance with Section 2.2 below,
 - competent points of contact,
 - a hotline available Monday to Friday from 8:00 a.m. to 6:00 p.m. CET (excluding nationwide public holidays in Germany), and
 - provision of the current Product Release, whereby the number and timing of releases shall be at Garancy's discretion.
- 2.2 Within the scope of the maintenance and support agreement, and without prejudice to the Customer's rights arising from warranty claims under the General Part of Garancy AG's General Terms and Conditions, version 04/2026, or the Special Part of the General Terms and Conditions / Licence Terms for the time-limited provision of software, version 04/2026, Garancy shall remedy all Defects that eliminate or not only insignificantly reduce the suitability of the software for the purpose agreed in the Individual Contract. Garancy shall, at its own discretion, remedy the Defect, provide a replacement, or, if reasonable for the Customer, provide a Workaround, defect-remedying software (e.g. a fix or service pack), or a new Product Release.
- 2.3 As a rule, the obligation to remedy defects requires that the Defect is reproducible or can be demonstrated by written or machine-generated output.
- 2.4 The Customer agrees that new releases/versions of the software may contain different or additional Open-Source Software and/or

that the applicable open source licence terms may change, and shall comply with any amended obligations in this respect. Such changes shall only be permissible if the functionality of the software is essentially maintained and insofar as such changes are reasonable for the Customer. Garancy shall inform the Customer of any such changes.

- 2.5 Garancy shall be entitled to replace Third-Party Software with comparable products, provided that the functionality is essentially maintained and such replacement is reasonable for the Customer.
- 2.6 Services not covered under the maintenance and support agreement include all services beyond those listed in Sections 2.1 and 2.2, for example:
- 24/7 hotline (including points of contact at any time of day or night),
 - support for the Customer in installing the contractual software,
 - maintenance of customer-specific customisations,
 - training,
 - individual adaptation of the software to new Customer requirements,
 - new modules for the contractual software marketed by Garancy after provision of the contractual software,
 - delivery of new product generations,
 - data migration from old to new data versions or conversion into other formats, or
 - on-site support at the Customer's premises.

The above services require a separate agreement between the parties and are subject to additional charges.

- 2.7 In the event of demonstrably unfounded defect notifications, for example due to user error, or where Garancy is engaged due to a Defect or for a service that is excluded under the maintenance agreement, Garancy shall be entitled to charge the Customer for such services at the applicable current hourly rates.
- 2.8 The Customer shall receive rights of use to Product Releases or other software provided within the scope of Maintenance Services to the same extent as those granted for the standard software.

3. Customer's Obligations to Cooperate

- 3.1 The Customer shall ensure that it performs all cooperation obligations required for the Maintenance Services in a timely manner and at no cost.
- 3.2 The Customer shall use its best efforts to support defect analysis. It shall describe any Defect as precisely as possible and in a comprehensible manner. Defects shall be reported without undue delay and in writing. The contact details for submitting defect notifications are available at www.betasystems.com/support.
- 3.3 Where the installation of a program (e.g. Workaround, fix, service pack or Product Release) is required to remedy a defect, Garancy shall provide such program to the Customer on a suitable data carrier or make it available for download and notify the Customer accordingly. The Customer shall carry out the installation independently and is obliged to install the software provided, unless this is unreasonable for the Customer. Any necessary test runs shall be performed independently by suitably qualified personnel of the Customer. If Garancy considers it necessary, the Customer shall permit one or more of Garancy's employees to be present during such test runs. Where necessary, other work on the Customer's IT systems shall be suspended for the duration of the maintenance activities.
- 3.4 If deemed necessary by Garancy, the Customer shall grant Garancy access to the contractual software and the relevant IT

systems, provide the required tools to a reasonable extent, and supply all information necessary for the performance of the Maintenance Services.

- 3.5 The Customer shall not unreasonably refuse any further support reasonably required.
- 3.6 The Customer's cooperation obligations constitute material obligations. If the Customer fails to comply with its cooperation obligations, or fails to do so in a timely and/or adequate manner, Garancy shall be released from its obligation to perform the specific Maintenance Service concerned.

4. Remuneration

- 4.1 The Customer shall pay the software maintenance fee annually in advance.
- 4.2 Garancy shall be entitled to refuse performance of its contractual obligations to the extent and for as long as the Customer is in default of payment of the maintenance fees.
- 4.3 If the Customer has allowed the maintenance agreement to lapse and subsequently requests the resumption of Maintenance Services, Garancy shall be entitled to resume such services only if the Customer pays a fee equivalent to the remuneration that would have been payable had the Maintenance Services been obtained without interruption. Garancy shall furthermore be entitled to make the resumption of maintenance conditional upon the Customer purchasing a chargeable hardware or software update, insofar as this is necessary for the resumption of Maintenance Services.

5. Warranty

- 5.1 Following a plausible and written defect notification by the Customer, Garancy shall commence remedying the defect within a reasonable period of time.
- 5.2 If Garancy fails to remedy a defect within a reasonable period and is also unable to remedy the defect in an appropriate manner within a further reasonable grace period set by the Customer, the Customer may, at its option, demand a reduction of the maintenance fee or withdraw from the maintenance agreement. These rights shall also apply if Garancy refuses to remedy the defect in accordance with sentence 1 or if such remedy is unreasonable for the Customer.
- 5.3 Unless otherwise provided herein, the provisions on warranty set out in Sections 6.4 to 6.11 of the General Part of Garancy AG's General Terms and Conditions, version 04/2026, shall apply.

6. Term

- 6.1 Unless otherwise agreed by the parties in the Individual Contract, the following shall apply:
- 6.2 The maintenance agreement shall have an initial minimum term of 24 months, during which it may not be terminated for convenience.
- 6.3 Upon expiry of the minimum term, the maintenance agreement shall automatically renew for successive periods of one year unless terminated by either party in writing in compliance with the notice periods set out below. The Customer may terminate the maintenance agreement with three (3) months' notice to the end of the respective term. Garancy may terminate the maintenance agreement with nine (9) months' notice to the end of the respective term.

7. Subcontracting

Garancy shall be entitled to delegate maintenance services to subcontractors without requiring the Customer's consent, unless this is unreasonable for the Customer.

8. Further Terms and Conditions

In addition, the provisions of the General Section of Garancy's General Terms and Conditions, version 04/2026, shall apply.