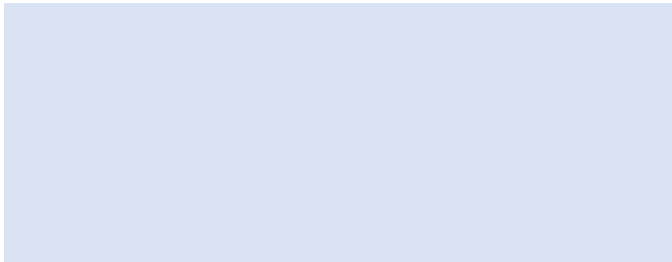


between



hereinafter referred to as "Customer" or "User" and

EVEX Deutschland GmbH  
Steinbeisstrasse 6  
D-71229 Leonberg  
Germany

hereinafter referred to as "EVEX"

## 1 Subject matter of the contract

1.1 The subject matter of the contract is the maintenance and further development of the programmes, apps and web applications summarised under the name PASKAL 3D at the time of the conclusion of the contract and the provision of services by Ipro.

1.2 The contract refers to all programmes, apps and web applications transferred for use without any special agreement.

1.3 The contract applies to all PASKAL 3D installations within a business premise.

1.4 Users with a maintenance contract get free access to all PASKAL 3D modules except PASKAL N.

1.5 The service contract begins at the time of signing.

## 2 Scope of services

The following services are provided without separate invoicing of working hours:

2.1 The Customer shall receive access to all updates, data and information provided by Ipro via Ipro or the AppStore.

2.2 Ipro stores customer data to verify its licence information. The Ipro Privacy Policy applies, which is available at [www.ipro.de](http://www.ipro.de) at any time.

2.3 The customer shall receive telephone support for the use of the programmes during normal business hours. They also have the option of booking further training events once a year at the applicable participation fees.

2.4 Ipro shall endeavour to rectify any errors that occur promptly or to create ways of circumventing errors.

## 3 Contract duration and cancellation

3.1 The term of this contract begins on the date specified in section 1.5. It is concluded for an indefinite period.

3.2 The contract year is the calendar year. Both contracting parties may terminate the contract in writing at the end of a calendar year with three months' notice.

3.3 If the Customer refuses to accept a modified programme version (update), Ipro shall be entitled to terminate the contract with a notice period of 3 months to the end of the month.

## 4 Payment modalities

4.1 The service fee is €240 per year and business premises.

4.2 All prices quoted are subject to value added tax at the applicable rate.

4.3 The customer has to pay the contractually owed amounts within 14 days of invoicing.

4.4 After the end of the first contractual year, Ipro is entitled to increase the agreed price. The amount of the increase must be notified to the Customer in writing at least three months before the end of a contract year. The Customer is entitled to terminate the contract in accordance with section 3 if they do not wish to continue the contract at the increased rates. Ipro shall inform the Customer of this right of cancellation separately in the notification.

4.5 Offsetting amounts or the exercise of rights of retention by the customer is only permitted with legally established or undisputed claims.

## 5 Delay

Ipro shall only be in delay of its obligations under this contract if the customer sets a reasonable grace period.

## 6 Liability

Any claims for damages by the Customer shall be limited to the amount of the annual service fees payable under this contract, except in cases of gross negligence or intent on the part of Ipro. Liability for loss of profit, claims by third parties against the Customer or for damage to recorded data is excluded.

## 7 Transfer

Rights under this contract may only be transferred with the written consent of Ipro.

## 8 Confidentiality

8.1 The customer undertakes to keep confidential all facts and information that become known to them in the course of the business, unless they were demonstrably already known to them prior to their disclosure under this service contract, were demonstrably independently developed or otherwise lawfully obtained by them or are generally known or became generally known without breach of this service contract. The customer must ensure that third parties do not gain access to programmes, associated documents or copies thereof. The customer must ensure compliance with these obligations by taking appropriate measures.

8.2 Reproduction of programmes is not permitted without the written consent of Ipro.

## 9 Written form and place of jurisdiction

9.1 The contract and its amendments must be made in writing. Verbal collateral agreements shall only be binding if they are immediately confirmed in writing by both parties.

9.2 German law shall apply to all transactions, including foreign transactions.

9.3 General terms and conditions of the customer shall only apply insofar as they are consistent with this contract.

9.4 Should individual clauses be invalid, the statutory provision that comes closest to the intended economic objective shall apply. The remainder of the contract shall remain unaffected. The same shall apply in the event of a regulatory gap.

9.5 If the Customer is a merchant, the place of jurisdiction shall be Ipro's registered office. In the case of foreign transactions, the place of jurisdiction shall always be Ipro's registered office.

(Ort, Datum) \_\_\_\_\_

Leonberg, den \_\_\_\_\_ (Ort, Datum)

(Unterschrift) \_\_\_\_\_



(Unterschrift)