

# Support for i-doit

## 1. General

- 1.1. synetics:** We are a company active in the IT sector, specialising in documentation and CMDB solutions for IT departments. We offer our customers fixed-term licences for our i-doit software portfolio. In the following, “i-doit software” denotes all software files in the i-doit product portfolio as well as all associated Add-ons, the software enhancements developed by synetics itself, each in their most recent version. “i-doit software” does not include Add-ons developed and offered by third parties.
- 1.2. Terms and Conditions for commercial transactions:** The following terms and conditions exclusively govern all contractual relationships for all deliveries and services, including advisory services and other ancillary services between synetics and our customers. Customers are exclusively entrepreneurs (within the meaning of § 14 of the German Civil Code (*Bürgerliches Gesetzbuch, BGB*)). These Terms and Conditions form part of all contracts concluded with customers for future supplies and services, whether they are offered via our sales platform or elsewhere, even if they have not been the subject of a further separate agreement. Terms of business or terms of purchase of customers or third parties do not apply, even if we do not expressly object to their validity in any individual case. The following Terms and Conditions also apply to business dealings with our resellers.
- 1.3. Amendments to agreements:** Additions and amendments to the relevant agreements, including to these Terms and Conditions, must be in writing to be valid. With the exception of directors and authorised officers (*Prokuristen*), our employees do not have the power to verbally agree to any deviations from written agreements. Transmission by telecommunications, in particular fax or email, will suffice to comply with the written form requirement providing the signed copy of the declaration is transmitted.

## 2. Support services for the i-doit software

**2.1. Support services:** synetics renders the customer services defined below as the i-doit pro Basic Support and i-doit pro Advanced Support packages, thereby only providing services that are not covered by the warranty of the rental or purchase licences for i-doit:

- Assistance with the installation and set-up of the parameters of the i-doit software,
- Support with the use of officially available interfaces,
- Answering questions in relation to the creation of the customer's own extensions,
- Support with the launch and implementation of the i-doit software,
- Answering questions concerning the handling of hotfixes, patches, updates and upgrades.

Any support requests that are submitted to synetics within normal service hours will be answered by synetics within a reasonable period. synetics' service hours for i-doit Basic Support are Monday to Friday between 10 a.m. and 4 p.m., except on statutory national holidays; the service hours for i-doit Advance Support are Monday to Friday between 9 a.m. and 6 p.m., except on statutory national holidays.

The receipt of a response from synetics within 24 service hours for i-doit Basic Support and within 4 service hours for i-doit Advanced Support will be considered a response within a reasonable period.

Under the i-doit Basic Support package, a request may be submitted to synetics via online form or email; under the i-doit Advanced Support package, a request may also be submitted via the i-doit Advanced Service Hotline. Requests must be made to synetics in writing by the contact person designated by the end-user. i-doit Basic Support allows the end-user to designate one contact person; i-doit Advanced Support allows the end-user to designate up to three contact people.

The support services for the software are limited to one instance for each i-doit licence and will only be provided with respect to the newest version of the software programmed and released by synetics, as well as for the immediately preceding version. Where support has to be provided via remote data transfer, the customer shall bear the costs of establishing the requirements for the transfer.

**2.2. Other support services:** In addition, where specifically requested, synetics may provide other support services, which go beyond those services offered in accordance with section 2.1 and for which a separate fee will be charged.

- 2.3. Transfer of the i-doit software to third parties:** If the customer transfers an i-doit licence to an end-user or company related to the customer in a manner permitted by synetics in accordance with the Terms and Conditions, the rights of the customer arising under these provisions will pass to the end-user or the related company respectively to the extent that the customer had booked corresponding support services with us. Upon transfer, the customer shall no longer have any rights under these Terms and Conditions. When making the transfer to a third party, as permitted, the customer must expressly agree with the third party that the third party will respect the requirements under these Terms and Conditions. In particular, the customer shall bind the third party to directly assume and comply with all the obligations of the customer under these Terms and Conditions. The licence volume packets may not be split up, nor may the licence and the support services be severed from one another.
- 2.4. Exceeding rights of use:** If the customer uses the software in a manner that qualitatively (with respect to the type of permitted use) or quantitatively (with respect to the number of licences acquired) exceeds the acquired rights of use, synetics is entitled to refuse to provide support services. synetics reserves the right to claim damages and to terminate the contract – also without notice.

### 3. Support services for third-party Add-ons

- 3.1. Third-party supplier is contracting partner:** The third-party supplier shall be the exclusive contracting partner for support for any software enhancements developed by said third party and offered via our sales platform.
- 3.2. No assessment of support provided by third-party suppliers:** synetics does not offer any support for software enhancements developed by third-party suppliers. Any requests must be directed to the third-party suppliers. synetics is not obliged to assess the support services provided by third parties with respect to their software Add-ons and does not accept any liability for the support provided by third-party suppliers. Any requests for support received by synetics will only be forwarded to the third-party supplier.
- 3.3. Application of these Terms and Conditions:** The contractual relationship between the third party and the customer is governed by these Terms and Conditions, which apply *mutatis mutandis* to the third-party supplier. This shall not be the case where the third-party supplier has provided contractual terms for its support offer.

## 4. Fees

- 4.1. Support fee:** The customer shall pay a support fee for the support services. The amount of the support fee shall be governed by synetics' most recent price list and shall accrue in full for the whole year even where the agreement commences in the middle of the year.
- 4.2. Due date:** The support fee shall be due in advance for the agreed time period but at the latest three (3) working days after the conclusion of the Support Agreement. Default interest at a rate of eight per cent (8%) above the applicable base interest rate shall apply.
- 4.3. Payment for other support services:** The parties are free to agree on another payment model for other support services.
- 4.4. Net prices and fees:** All prices and fees are net, i.e., any applicable value-added tax is excluded.

## 5. Liability

- 5.1. Scope of liability:** synetics shall be liable without limitation
- in the case of intent or gross negligence,
  - for loss of life, limb or damage to health,
  - in accordance with the provisions of product liability law and
  - to the extent of any guarantee assumed by synetics.
- 5.2. Limitation:** In the case of slight negligence resulting in a breach of a duty that is material to the fulfilment of the contractual purpose (material duty), the liability of synetics is limited to the amount of the damage that is typical and foreseeable for the type of business in question. synetics shall have no liability beyond this. The above limitation of liability also applies to any personal liability of employees, representatives and bodies of synetics.

## 6. Term and Termination

- 6.1. Term:** The Licence Agreement is concluded for an indefinite period. It can be terminated by either party with a notice period of two (2) weeks to the end of the contract.
- 6.2. Extraordinary termination:** The right of both parties to terminate the Agreement for good cause remains unaffected. The following, in particular, shall constitute good cause:
- when the financial situation of the other party significantly deteriorates,
  - when insolvency proceedings have been opened with respect to the assets of the other party or an application for the opening of such proceedings is rejected for lack of assets, or
  - when the software licence upon which this Agreement is based has ended through termination, rescission, legal challenge or otherwise.
- 6.3. Written form:** Any notice of termination requires written form.

## 7. Confidentiality and data protection

- 7.1. Confidential information:** The contracting parties undertake to keep confidential all items that they received or became aware of before or during the implementation of the Agreement (e.g., software, documents, information), where those items are legally protected, contain business or trade secrets or are marked as confidential and will continue to maintain confidentiality even after the end of the Agreement unless they become public knowledge without a breach of this duty to maintain confidentiality. The contracting parties will store and secure these items in a manner that precludes access by third parties.
- 7.2. Access to confidential information:** The customer will only make the confidential contractual object accessible to those employees and other third parties as require access in order to perform their duties. The customer will inform these persons of the need to keep these contractual objects confidential.
- 7.3. Processing of customer information:** In compliance with data protection law provisions, we process the customer information necessary to process transactions. After the successful completion of all services, we may use the name of the customer as a reference.

## 8. Other provisions

- 8.1. Place of performance:** The place of performance for our delivery and services and for the payment obligations of the customer is the registered office of synetics.
- 8.2. Place of jurisdiction:** Where the customer is a merchant, a legal person under public law or a special fund under public law, the courts at the place of our registered office will have exclusive jurisdiction. We remain entitled to bring an action against the customer in the courts in their general place of jurisdiction of the customer.
- 8.3. Applicable law:** All legal relationships between us and the customer shall be governed by the law of the Federal Republic of Germany concerning the legal relations between domestic parties. The UN Convention on Contracts for the International Sale of Goods shall not apply.
- 8.4. Conciliation body:** The contracting parties agree that where they are unable to resolve any dispute arising out of or in connection with this Agreement and/or any extension or amendments, they will call on the conciliation body of the Deutsche Gesellschaft für Recht und Informatik ([www.dgri.de/](http://www.dgri.de/)) to resolve the dispute in whole or in part, provisionally or definitively in accordance with the Conciliation Rules in the version in force at the time of the initiation of the conciliation procedure. The statute of limitations for all claims arising out of the circumstances in dispute is suspended from the time that the request for conciliation is submitted until the end of the conciliation procedure; § 203 of the BGB applies *mutatis mutandis*.
- 8.5. Invalid contractual provisions:** Should one or more provisions of an agreement or these Terms and Conditions be or become invalid, the validity of the remaining provisions shall be unaffected. The invalid contractual provisions shall be replaced by a valid rule which comes as close as possible to the economic goal pursued by the invalid provision.
- 8.6.** These Terms and Conditions shall be governed exclusively by German law and apply exclusively in German language. Translations in English are provided solely for the purpose of better understanding in international trade relations. In question of interpretation the German version shall be binding.