



GENERAL TERMS AND CONDITIONS FOR SOFTWARE MAINTENANCE AND SUPPORT



These General Terms and Conditions for Software Maintenance and Support (“General Terms”) apply between ACCESS e.V. or its agent (as the case may be) (jointly “ACCESS”) and anyone (“Customer”) who licenses ACCESS’ software MICRESS® (“Software”) as soon as the Customer pays the license fee for the Software.

1. GENERAL PROVISIONS.

All the provisions of the MICRESS® End-User License Agreement shall apply to the General Terms. Capitalized terms used but not defined herein shall have the meanings ascribed thereto in the MICRESS® License Agreement. In the event of conflict between the terms and conditions in the General Terms and those in the MICRESS® End-User License Agreement, the terms and conditions in the General Terms shall prevail.

2. PAYMENT.

For maintenance and support of the Software, the Customer shall pay the maintenance fee (“Fee”) notified by ACCESS. For the first year, the Fee is included in the fee for the right to use the Software. For maintenance and support of the Software for coming years, ACCESS will invoice the Fee, which may at ACCESS’ discretion be changed each upcoming year, at least thirty (30) days prior to the upcoming year. The invoiced Fee shall be paid by the Customer in accordance with the payment terms set forth in the invoice. If the Customer pays the fee for an upgrade of the Software, maintenance and support for the first year is included in the fee for the right to use the upgrade of the Software. If the Customer pays the fee for any additional Single License(s) or Network License(s), free maintenance and support for such additional license(s) is limited to the time period remaining (if any) of the maintenance and support of the first license ordered from ACCESS.

3. REQUIREMENTS.

In order to receive maintenance and support of the Software, the Customer must have

- (i) paid the fee for the right to use the Software,
- (ii) paid the Fee for the upcoming year (if applicable),

(iii) followed all the terms and conditions set forth in the MICRESS® End-User License Agreement, including without limitation, the Customer must have nominated a Contact Person and must have used the Software in accordance with the license type the Customer has paid for, and

(iv) installed the latest release of the Software, including without limitation, the Customer must have implemented all improvements and updates to the Software supplied by ACCESS.

4. MAINTENANCE AND SUPPORT.

Provided the Customer has fulfilled the requirements set forth in section 3 above, ACCESS shall provide the Customer with

(i) assistance to correct errors in the Software or provide means to circumvent such errors,

(ii) updates of the Software,

(iii) advice and help, up to a maximum of five (5) hours per year, to use the Software for a particular application,

and

(iv) a new license key if the Customer uses a new computer in accordance with the MICRESS® License Agreement.

If the Customer desires advice and help in excess of the hours set forth in section 4 (iii) above, a special contract may be arranged. For maintenance and support of the Software, all users of the Software must go through the Contact Person who shall contact ACCESS. ACCESS shall treat all information about the Customer's business with the same degree of care it treats like information of its own which it does not want to be publicly disclosed or the subject of unauthorized access or use.

5. Access by ACCESS' personnel.

If requested by the Customer and deemed necessary by ACCESS for the purpose of performing ACCESS' obligations under the General Terms, the Customer shall, at the Customer's expense, provide ACCESS with priority access to the computer and server on which the Software is installed and shall make available its expert systems personnel to assist ACCESS' personnel with all local system interfaces, including tapes, discs, CDs and plotting devices.

6. TERM AND TERMINATION.

The General Terms shall commence upon the Customer's payment of the fee for the initial Software license and shall remain in force until the end of a one year (365 days) period. After the initial year (365 days) has passed, the General Terms shall automatically be extended, for one year at a time, provided and as long as the Customer pays the Fee. In the event, the Customer does not pay the Fee before or on the due date set forth in ACCESS' invoice, the General Terms shall terminate with immediate effect.