

IPEmotion - Maintenance and Support Agreement

Between

IPETRONIK GmbH & Co. KG
Jaegerweg 1
D-76532 Baden-Baden
in the following named as **Contractor**

and

[Company]
[First name] [Last name]
[Street]
[Zip code]-[City]
in the following named as **Customer**

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the following agreement is closed:

§ 1 Object of agreement

Object of agreement is the software maintenance of

- (1) IPEmotion edition: _____
- (2) Activation key: _____

§ 2 Contractor's liability

- (1) The contractor is bound to the maintenance services set forth below:
- Relinquishment of the latest program version, as amended, of the software covered by the agreement and associated AddIns.
 - IPEmotion Edition Minor Releases
 - IPEmotion Edition Major Releases
 - Certified M.A.L.-PlugIns
 - All free AddIns
 - Automatic notification about new versions, extensions and updates by using the IPEmotion online portal.
 - Updates of the present software documentation corresponding to the newer software versions.
 - Preferential treatment of registered errors.
 - Free hotline and online support by IPEmotion Support
 - Hotline: +49 XXXXXXXXXXXXXXX (during normal business hours)
 - Online: www.ipemotion.com (online registration required)
 - via e-mail: support@ipemotion.com
- (2) The contractor has no obligation to render the services set forth below:
- Free support for not certified M.A.L.-PlugIns (Not certified M.A.L.-PlugIns are only managed by the online community at mal.ipemotion.com.)
 - Relinquishment of the latest program version, as amended, of AddIns liable for costs and other custom-built extensions.
 - Free support off the contractor's premises.

§ 3 Customer's obligation to cooperate

- (1) The customer is bound to report errors directly to the contractor after having noticed by using:
- (1) e-mail with attached IPEmotion support ticket
(2) registered online "My Support" area with uploading the IPEmotion support ticket

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§ 4 Payment

- (1) The parties agree upon an annual fee set forth in the following paragraph 2.
- (2) The customer is bound to pay the contractor a lump-sum payment of _____ EUR + 19% VAT. The annual fee covers the contractor's services set forth in paragraphs §§ 1 to 2 of this agreement.
- (3) The customer is bound to pay the contractor's services as set forth below:
 - Payment on account for the first year without using the object of agreement § 1.
 - Payment for every additional year after the object of agreement is used. The invoices are stated in the first month after the extension of the maintenance contract.

§ 5 Duration, Termination

- (1) This contract is closed for 1 year as of purchasing the object of agreement §1.
- (2) Both parties can terminate the agreement by a written declaration (§ 126 b German Civil Code [*BGB*]) at a term of 3 months prior to the contract expiration.
- (3) The agreement renews automatically for another year if it is not terminated within the agreed term of § 5 (2).
- (4) The right of termination for cause (§ 314 para. 1 German Civil Code [*BGB*]) is at the parties' liberty.
- (5) The contractor reserves the right of termination for cause if the customer neglects his obligations set forth in § 4 or the customer does not settle the invoices due in spite of reminder and setting a deadline.

§ 6 Final clauses

- (1) The present agreement will be exclusively governed by the German laws.
- (2) Provided that the customer is a registered trader, all disputes arising out of, or in connection with, the present contract shall be finally settled under the the jurisdiction of the City of Baden-Baden.
- (3) If any provision or portion of a provision of this Maintenance and Support Agreement is determined to be invalid or unenforceable, it shall be deemed omitted and the remaining provisions of this Maintenance and Support Agreement shall remain in full force and effect to the fullest extent permitted by law.

By purchasing IPEmotion online this Maintenance and Support Agreement is valid without a signature.

With the transaction you acknowledge that you have read this agreement and that you understand and expressly agree to be bound by the terms and conditions set forth above.

Baden-Baden, [DATE]

IPETRONIK GmbH & Co. KG

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