

## Provisions - Expert Services

These provisions Expert Services (the "Provisions") apply in addition to the "General Provisions" of SKIDATA and take precedence over them in the event of a conflict.

### 1. Scope of Service

- 1.1.** Principal uses products (hardware and/or software) of SKIDATA (SKIDATA Products) which Principal purchases or has purchased in accordance with separate provisions. SKIDATA shall provide services (Expert Services) for these on the basis of these provisions and the Expert Service contract within the scope selected by Principal.
- 1.2.** SKIDATA shall provide the Expert Services only for the SKIDATA Products specified in the Expert Service contract and not for products of third parties, unless expressly agreed otherwise. If Principal purchases other products from SKIDATA, these shall only be included in the Expert Services to the extent that this has been expressly agreed and included in the contract.
- 1.3.** If a system contains components outside the warranty period, SKIDATA reserves the right to carry out a chargeable repair of the system before concluding an Expert Service contract.
- 1.4.** The Mobility Suite Subscription (MSS) includes the Expert Services modules Upgrade.Care-EXTENDED and Maintenance.Care-PREMIUM as automated DSD services (Digital Software Delivery). SKIDATA will provide these services as described in the service description of the MSS-contract.

### 2. Place of performance of service

- 2.1.** SKIDATA shall provide the Expert Services on site or by means of remote maintenance as required and in accordance with these provisions. However, this shall in no way affect the place of performance specified in the General Terms and Conditions.
- 2.2.** Services shall be provided on site at the address specified in the Expert Service contract (place of installation). In the event of changes to the place of operation without the express consent of SKIDATA, SKIDATA shall be released from the provision of services, but Principal shall not be released from its payment obligation.
- 2.3.** If there is a change in the place of operation, SKIDATA reserves the right to adjust the service fee to a reasonable extent, for example to take into account new travel routes, or to terminate the Expert Service contract with immediate effect.

### 3. Responsibilities of the Principal

- 3.1.** The principal is obliged to:
  - a) to provide SKIDATA with the best possible support in the provision of the Expert Services and to create the technical conditions necessary for the provision of the services. In particular, Principal shall provide SKIDATA with the necessary and requested information and enable access to all networks, databases, programs, devices and services of third parties to the extent that these may be useful for troubleshooting;
  - b) to make available to the extent necessary those employees who may be helpful in the provision of Expert Services or who are expressly requested by SKIDATA. These employees shall support SKIDATA accordingly;
  - c) to establish contact with third parties to the extent necessary for the performance of the Expert Services or expressly requested by SKIDATA and to carry out the necessary communication or to support SKIDATA in doing so;
  - d) as far as possible and intended, to carry out regular, proper data backups. This obligation extends both to a general data backup to the extent customary in the industry and to a special backup of data located on computers or servers before services are provided;
  - e) subject to these provisions, to ensure the maintenance, servicing and cleaning of the Equipment, including the replacement of spare parts, wearing parts and mechanical components. This work shall be carried out regularly and as a precautionary measure in accordance with the specifications provided by SKIDATA and in accordance with any training information, manuals, maintenance instructions or similar information;
  - f) to procure the system requirements necessary for the provision of the Expert Services or the necessary operating environment at its own expense and to keep them functional. If Principal refuses SKIDATA's Expert Services for software or hardware, Principal shall lose any claim to warranty for the SKIDATA Products concerned;
  - g) to provide SKIDATA with the keys for equipment, the use of electricity, restrooms and generally a safe working environment.
- 3.2.** These obligations to cooperate shall apply in addition to any duties to cooperate to be fulfilled by the Principal within the scope of the individual services.
- 3.3.** Any additional costs SKIDATA incurred in providing the services due to non-compliance with these clauses will be invoiced separately to the Principal at the currently valid conditions.

**4. Individual, non-contractual services**

**4.1.** Individual services shall mean services which are not covered by the services defined in the Expert Service contract and which are agreed separately between SKIDATA and Principal in writing within the scope of these provisions or elsewhere.

**4.2.** The General Terms and Conditions of SKIDATA shall apply in any case, the service provisions contained herein shall apply analogous.

**4.3.** The following services shall be invoiced separately by SKIDATA at the currently valid conditions:

- a) Accessories and consumables (ticket material, batteries, UPS, lights, devices from other manufacturers)
- b) The first inspection and any repair that proves necessary when taking over the maintenance of a system that is already in operation;
- c) consequential costs due to the use of consumables (in particular tickets), accessories, spare parts, cleaning agents, modules or other equipment not approved or recommended by the manufacturer;
- d) Elimination of faults and damage not caused by natural wear and tear, but by improper handling, incorrect operation, negligence, non-compliance with the environmental conditions required by the manufacturer (climate, dirt, supply, etc.), fire, explosion, flooding, overvoltage, etc;
- e) Repair of pre-existing defects;
- f) Waiting times for which SKIDATA is not responsible;
- g) Technical changes, additions and re-installations;
- h) Services outside the time frame contractually agreed in the Hotline.Care module;
- i) Local support for software upgrades or updates outside the services defined in the Maintenance.Care and Upgrade.Care modules;
- j) Saving/backing up work data;
- k) Costs of replacing/repairing/updating banknote validators, credit card terminals and peripheral devices (keyboards);
- l) Costs of replacement/repair of wearing parts such as thermal print head, barcode scanner, etc. (list not exhaustive);
- m) Hardware and software updates that are necessary due to third-party specifications (e.g. credit card company, Microsoft);
- n) Housing repairs or repair of paint damage (vandalism);
- o) Repair and recovery of databases;
- p) Classic operator matters such as clearing ticket jams, refilling tickets, emptying the ticket bin, etc. (list is not exhaustive);

**5. Modul Hotline.Care**

**5.1.** The Hotline.Care module defines the availability of the local hotline service. The detailed scope of services is described in the annex to the Expert Service contract.

**5.2.** The hotline service set up by SKIDATA can only be reached at the telephone number and e-mail address specified in the Expert Service contract. SKIDATA reserves the right to operate this hotline service itself or to commission a subcontractor to do so. Making contact via contact points other than those specified (telephone number and e-mail address) does not oblige SKIDATA to fulfill the obligations specified in the Expert Service contract, in particular not to provide services within the scope of the hotline and troubleshooting, and does not trigger any response or troubleshooting deadlines.

**5.3.** The hotline is not to be used for training and educational purposes.

**5.4.** Only employees of the Principal trained on the use of SKIDATA Systems shall be allowed to use the hotline.

**5.5.** At SKIDATA's request, Principal or its employees shall provide detailed contact details of a contact person to be contacted in individual cases in order to ensure the availability of Principal or its employees for the benefit of SKIDATA to the extent necessary to remedy the incident.

**6. Modul Prioritization.Care**

**6.1.** The module Prioritization.Care defines the prioritization times for reactive service interventions. The detailed scope of services is described in the annex to the Expert Service contract.

**6.2.** SKIDATA undertakes to comply with the prioritization times as described in the Annex to the Expert Service contract. These are based on the fault classification, which is carried out by SKIDATA on the basis of the Principal's description.

**6.3.** In the course of troubleshooting, the error can be classified in another less critical error class if the corresponding properties apply, whereupon the correspondingly longer response or troubleshooting time is applied.

**6.4.** Principal grants SKIDATA the right and supports SKIDATA in accessing Principal's systems online via remote maintenance tools in order to resolve problems and provide support.

**7. Modul Troubleshooting.Care**

- 7.1.** The module "Troubleshooting.Care" defines the coverage of troubleshooting costs both through remote maintenance and through on-site support, as well as the associated travel costs at a lump sum.
- 7.2.** In case troubleshooting work is not included in the service fee, the working hours and working costs shall be invoiced on a time and material basis in accordance with SKIDATA's price lists valid at the time.
- 7.3.** SKIDATA only pledges troubleshooting as defined in the service descriptions and according to the agreed module "Troubleshooting.Care".
- 7.4.** SKIDATA reserves the right to perform troubleshooting via remote maintenance, if this is possible.
- 7.5.** The accounting and treatment of required spare and wear parts for troubleshooting is to be made according to the module "SpareParts.Care".

**8. Modul Maintenance.Care**

- 8.1.** The Maintenance.Care module defines the scope of services and the interval of preventive maintenance. The detailed scope of services is described in the annex to the Expert Service contract.
- 8.2.** Principal acknowledges and agrees that Maintenance Services will only be performed during SKIDATA's normal business hours ("Normal Business Hours"). Principal further acknowledges that Normal Business Hours do not include public holidays and that SKIDATA's Maintenance Services will therefore not be performed at those times and on other days and times which are outside Normal Business Hours.
- 8.3.** As wear and spare parts are not included in maintenance, their costs are charged in accordance with the SpareParts.Care module.
- 8.4.** The Maintenance.Care module only includes preventive maintenance services and no reactive maintenance (troubleshooting).
- 8.5.** The exact hardware maintenance date shall be determined in reasonable time in advance by mutual agreement between Principal and SKIDATA, taking into account the legitimate interests of both parties.
- 8.6.** Unless a lump sum for travel expenses has been agreed, Principal shall bear the travel expenses of SKIDATA employees to the extent actually incurred.
- 8.7.** As part of the software maintenance, Principal shall receive current updates for the SKIDATA software covered by the Services, insofar as such updates are created by SKIDATA. Updates within the meaning of these provisions include minor changes to existing software that serve to eliminate software errors (bugs) and minor improvements. All updates provided are subject to the same software and license terms as the original software in the respective applicable version.
- 8.8.** Updates are created by SKIDATA on the basis of legal or technical requirements and at its own discretion. However, there is no entitlement to the creation and publication of Updates by SKIDATA. SKIDATA reserves the right to determine the content and timing of the release of Updates itself.
- 8.9.** SKIDATA reserves the right to determine the environment in which the Updates may be used and, if necessary, to change the system requirements for Updates, including hardware and software requirements. Changing the system requirements or the environment in which the Updates may be used is generally necessary in order to keep the SKIDATA Software up to date in the context of adapting to progressive technological developments. Principal is responsible for creating the system requirements necessary for the installation and use of the Updates. If Principal fails to do so, SKIDATA shall not be liable for the functionality of the Software.
- 8.10.** The creation and publication of Updates for a specific Software shall in any case cease from the date of discontinuation of the respective SKIDATA Product.
- 8.11.** Software maintenance can only be provided for the current and the two previous release versions.

**9. Modul Upgrade.Care**

- 9.1.** The Upgrade.Care module defines SKIDATA's support services in regard to the installation of upgrades to SKIDATA's software and hardware. Upgrades within the meaning of these provisions means the transition from one major release to the next. An upgrade usually contains important new functions as well as fundamental improvements that extend the functionality of software or hardware. The detailed scope of services is described in the appendix to the Expert Service contract.
- 9.2.** In order to ensure the proper operation of Principal's system, SKIDATA shall carefully check and test the Upgrades prior to installation. After installation, SKIDATA shall ensure that Principal's system is in perfect condition prior to commissioning.
- 9.3.** Software upgrades shall be delivered or made available in electronic form. The "Upgrade.Care" module includes an upgrade only for those software functions and modules for which the Client has purchased a software license. Upgrades are only installed at those locations and devices that are listed in the Expert Service contract.
- 9.4.** Upgrades may change the system requirements and it may be necessary for the Principal to install the respective previous updates, upgrades, third-party components and/or additional or modified hardware. The relevant products and services are not included in the Upgrade.Care module and the corresponding costs shall be borne by the Principal.

**9.5.** Spare and wear parts required for the installation of an upgrade are not included in the Upgrade.Care module. The required spare and wear parts are invoiced on the basis of the selected option in the SpareParts.Care module.

**9.6.** After discontinuation of a particular SKIDATA product, SKIDATA is no longer obliged to provide Upgrades for the respective product.

## **10. Modul Protect.Care**

**10.1.** The Protect.Care module defines the support services and use of the McAfee anti-virus software or a product from a different provider ("Anti-Virus Software"). The detailed scope of services is described in the Annex to the Expert Service contract.

**10.2.** The McAfee End User License agreement (the EULA) for the Anti-Virus Software is binding on the Principal. The Principal therefore undertakes to comply with the EULA, which may be amended by McAfee from time to time. The current EULA can be downloaded from the link [www.mcafee.com/eula](http://www.mcafee.com/eula).

**10.3.** SKIDATA provides the following warranty for the Anti-Virus Software:

- a) SKIDATA warrants the Anti-Virus Software in any case only to the extent that McAfee also provides a warranty. In any case, SKIDATA does not warrant for errors and malfunctions of the Anti-Virus Software resulting from misuse, incorrect installation, incorrect use, negligent behavior or accident. SKIDATA does not warrant to Principal that the Anti-Virus Software protects against all existing security threats (e.g. due to intentional damage by third parties). Furthermore, SKIDATA does not warrant that no functional errors due to viruses, computer worms or other malicious codes can occur despite installation of the Anti-Virus Software
- b) If Principal discovers faults or errors in the Anti-Virus Software, it shall notify SKIDATA thereof in writing without undue delay. SKIDATA shall make commercially reasonable efforts within the scope of the warranty to remedy these errors and faults or have them remedied as quickly as possible. However, SKIDATA does not warrant that all faults and errors will be remedied.
- c) The Anti-Virus Software has not been developed for use in high-risk areas. The use of the Anti-Virus Software in a high-risk area is therefore at the Principal's own risk. Furthermore, SKIDATA rejects any warranty for use in high-risk areas. Principal waives any claims against SKIDATA and McAfee in relation to the use of the Anti-Virus Software in a high-risk area.

The term "high-risk environment" refers to the use of McAfee Product(s) in devices or systems requiring particular fail-safe or fault-tolerant performance, or where it is reasonably foreseeable that failure would lead to death, bodily injury, or catastrophic property damage.

**10.4.** The use of the Anti-Virus Software is subject to the following limitations of liability:

- a) SKIDATA shall in any case only be liable for the Anti-Virus Software to the extent that McAfee is also liable. SKIDATA shall in no event be liable for indirect damages, consequential damages, loss of profit, loss of use, loss of or damage to data or interruption of business, even if SKIDATA has been informed of the possibility of such damages. SKIDATA shall not be liable for any representations or warranties made by Principal to third parties.
- b) SKIDATA's total liability shall be limited to the amount of payments made by Principal to SKIDATA under the SKIDATA Protect.Care Module within the last 6 (six) months prior to the assertion of a claim, irrespective of whether the claim is a contractual or tortious claim.

**10.5.** The use of the anti-virus software is subject to the following data protection provisions:

- a) SKIDATA and McAfee are entitled to process and forward personal and technical data of the Principal to the extent necessary for the execution of the contract, for billing purposes and for the provision of the contractually agreed software functionalities, support and services as well as updates. SKIDATA and McAfee are entitled to forward this data to affiliated companies or third parties commissioned by SKIDATA or McAfee with the processing of data, insofar as this is necessary for the provision of services.
- b) The customer expressly agrees to McAfee's data protection notice (McAfee Privacy Policy) when using the anti-virus software. This can be downloaded from the link <https://www.mcafee.com/de-de/consumer-support/policy/legal.html>.

**10.6.** If copyrights, trademark rights or patents of third parties are infringed by the Anti-Virus Software, SKIDATA shall endeavor to ensure that McAfee indemnifies and holds Principal harmless in this respect. However, this shall only apply on condition that Principal notifies SKIDATA immediately after becoming aware of the infringement of third-party rights. Principal undertakes to indemnify and hold SKIDATA and/or McAfee harmless from any claims of third parties for which Principal is responsible.

**10.7.** The end-of-life process of the Anti-Virus Software is specified by McAfee. SKIDATA reserves the right to impose these specifications on Principal on a one-to-one basis and Principal agrees to be bound by these specifications.

## **11. Modul SpareParts.Care**

**11.1.** The SpareParts.Care module defines the optional settlement of costs for advance replacement, rental equipment, spare parts and centralized repair of components in a lump sum to ensure the proper operation of the SKIDATA system.

**11.2.** A spare part is a component that replaces defective parts of a SKIDATA product. A wear part is a spare part that replaces parts of a system that become defective due to abrasion. Abrasion is the progressive loss of material of a solid body caused by mechanical causes (grinding, rolling, impact, scratching, chemical or thermal stress, etc.). A repair part (refurbished part) is a spare part that is returned to its original functional condition through repair. Repair parts are available in an exchange process (defective part for repair part).

**11.3.** SKIDATA undertakes to supply the equipment covered by the Expert Service contract with spare parts by way of replacement and to carry out repairs to electrical and mechanical components at SKIDATA's site.

**11.4.** SKIDATA wear and spare parts must be installed by SKIDATA service engineers. Any other procedure must be agreed with SKIDATA.

**11.5.** Spare parts within the meaning of these provisions are the components contained in SKIDATA's spare parts catalog. The current version of this catalog is available to Principal upon request at any time. Not covered by these provisions are consumable products, such as color ribbons or tickets, as well as housing parts that are destroyed by mechanical damage, PCs or associated components, pallets, stands and turnstiles.

**11.6.** The spare parts provided by SKIDATA under these provisions must be functional to the extent necessary to replace the functions of the part to be replaced and may be new or refurbished. However, Principal shall not be entitled to delivery of brand new parts.

**11.7.** SKIDATA shall supply spare parts as long as the required spare parts/components are available on the market. SKIDATA will adjust the service fee accordingly.

**11.8.** The service fee to be paid includes the cost of all spare parts, taking into account the parts excluded from these provisions.

**11.9.** The purchase of spare parts within the scope of these provisions is excluded if:

- a) the defective or not fully functional parts were damaged due to negligent or intentional acts of the Principal or its employees or due to such acts of a third party;
- b) the defect or the functional impairment of parts is due to improper maintenance, servicing and cleaning of the devices or to improper replacement of spare parts by the Principal or its employees;
- c) a replacement of parts is required due to changes in legal or technical standards or recommendations;
- d) the Principal violates other obligations to cooperate within the scope of these provisions and the General Provisions.

**11.10.** If the exchange or order of a spare part is made contrary to or outside these provisions, all costs incurred as a result shall be charged to Principal by SKIDATA.

**11.11.** Exchange of a spare part is handled as follows:

- a) The prerequisite for the provision of services by SKIDATA is the occurrence of a malfunction during proper use. SKIDATA shall inform Principal that each SKIDATA product is registered with SKIDATA with a serial number. The warranty stickers help to determine the warranty period. If these stickers are removed from the SKIDATA Products or the components, SKIDATA cannot recognize any warranty.
- b) In order to receive corresponding spare parts, Principal shall send the defective components in appropriate packaging for these components at its own risk and expense, including a description of the defect, to the return address of SKIDATA specified in the Expert Service contract. Upon receipt of the components, SKIDATA shall repair and return them to Principal within 14 (fourteen) days if possible. If a repair is no longer possible, Principal shall receive a corresponding replacement part within a reasonable period of time.
- c) Unless otherwise agreed, the installation of spare parts shall be carried out at the risk and expense of the Principal by the Principal or its employees.

**11.12.** Processing of an advance replacement part:

- a) These provisions on advance replacement shall apply in addition to the preceding provisions on the modalities of the exchange and shall take precedence over them in the event of an objection.
- b) If the advance replacement option is agreed, the spare part shall be shipped following a written order by fax, e-mail or letter from the customer but before the part to be replaced is received.
- c) The ordered spare parts shall be shipped within 3 (three) working days from receipt of the order by SKIDATA, if they are in stock at SKIDATA, otherwise within a reasonable period of time. The time of receipt of the order shall be determined by SKIDATA's normal business hours.
- d) Spare parts delivered to Principal shall be exchanged within 10 (ten) days of receipt of the spare parts. If no exchange is made, the unused spare part, including a description of the defect, shall be returned to SKIDATA at Principal's expense and risk. If the spare part is not returned or not returned in time, the spare part shall be invoiced at the current price according to SKIDATA's price list. In this case, SKIDATA's provisions on the purchase of hardware shall apply.

**11.13.** Shipping and packaging:

- a) The shipment of spare parts and the return of parts shall be made by post at the expense of the party making the shipment. If the installation of the spare parts is carried out by SKIDATA employees on the basis of an agreement to the contrary, for example on the basis of the Maintenance.Care module, SKIDATA shall be free to deliver the spare parts in the course of this installation.

- b) At the written request of the principal, in urgent cases the goods may be sent by express rail or courier service. The resulting additional costs shall be borne by the Principal.
- c) SKIDATA shall ship the spare parts and Principal shall return the replaced or unused parts in the original packaging or in any other appropriate packaging. In particular, the packaging must be tear and impact resistant; furthermore, anti-static bags or hard foam parts must be used. Delivery bills and a detailed description of the defects that have occurred must be enclosed.

**11.14. Spare Parts flat rate:**

- a) The spare parts flat-rate service fee includes the repair and replacement of defective parts. However, this does not apply if the defect was caused by vandalism, malicious and violent interference or an accident.
- b) This service requires a valid maintenance contract between Principal and SKIDATA or, if available, a SKIDATA partner and the use of original SKIDATA tickets and cleaning material.

**12. Cleaning material and consumables**

**12.1.** SKIDATA recommends the use of SKIDATA-certified cleaning material, especially for coding devices. Non-recommended cleaning material can lead to errors and destruction.

**12.2.** SKIDATA recommends the use of SKIDATA-certified consumable products (especially tickets). Non-recommended consumable products can lead to errors and destruction.

**13. Other Provisions**

**13.1. Contractual provisions of Principal:** The terms and conditions of business and purchase of the Principal are not part of the Expert Service contract.

**13.2. Ownership of replacement parts:** If spare parts or other parts are exchanged by Principal or its employees or by SKIDATA or its employees in the course of these provisions, the parts removed from the device shall become the property of SKIDATA upon their removal. The newly installed parts shall become the property of the owner of the device on which the installation is carried out upon their installation