MAINTENANCE AGREEMENT
for Aardvark Components
of

VRVis Zentrum für Virtual Reality und Visualisierung Forschungs-GmbH (hereinafter "VRVis"),
Donau-City-Straße 11, 1220 Vienna, Austria, commercial register no.: 195369 h, Commercial Court of Vienna
Tel.: +43 1 9089892, E-mail: office@vrvis.at
www.vrvis.at

and
XYZ
Address A
Tel. B

Under the software transfer agreement of [date], VRVis is the Licensor of software components (in accordance with the component list) in the area of visual computing ("**Aardvark Components**").

§ 1   Scope and validity of the agreement

1.1. The following conditions shall apply to all services that the Client commissions for the Aardvark Components within the framework of this agreement. The Client's conditions of purchase are hereby excluded for the objective transaction and the entire business relationship. Offers are subject to change.

§ 2   Scope of service

2.1. Unless otherwise agreed, VRVis shall perform the services under this agreement on its business premises within normal working hours. If, exceptionally and at the request of the Client, a service is provided outside of normal working hours, the additional costs shall be invoiced separately. The choice of the employees who will perform the contractual services shall be at the discretion of VRVis. VRVis shall also be entitled to use third parties for this purpose. The standard maintenance includes maintenance of the latest version of the respective Aardvark Components and the previous version up to six months old for a flat-rate annual fee. Standard maintenance is not offered for any older previous versions.

2.2. VRVis undertakes to perform the contractual maintenance of the Aardvark Software in accordance with the scope of services for the relevant error classes contractually agreed in Appendix A (Error Classes).

2.3. An error requires addressing if the respective contractual component presents behaviour that deviates from the latest version of the documentation and that VRVis can reproduce. Bug reports must be sent to VRVis in writing by a qualified employee (contact person) of the Client. A bug report contains a short but complete program that shows the problem or error, all relevant data to reproduce the error and a full description of the problem or error. VRVis shall only begin to investigate the problem or error once all the necessary information is available. To enable close investigation of any errors, the Client undertakes to make its computer system (and, for systems connected to other computers via the Internet, the corresponding connection), software programs, reports, diagnostic documents and sufficient data for test purposes available free of charge during the normal operating hours of VRVis and to assist VRVis. If necessary, the Client shall provide VRVis with the possibility of remote access for remote maintenance. Detected errors for which VRVis is responsible must be resolved by VRVis within a reasonable period of time. VRVis shall be relieved of that obligation if faults on the part of the Client prevent it from doing so and are not remedied by the Client. The error shall be resolved with a component update or appropriate workarounds.

§ 3   Services not covered by this agreement

3.1. Everything that does not fall under the defined hardware and software requirements (see component list).

3.2. Unless explicitly stated otherwise in this agreement, the costs of travel, accommodation and travel time for the VRVis staff charged with carrying out the service.

3.3. In the event of unauthorised use of services, VRVis shall be entitled to invoice the costs incurred to the purchaser or customer at the applicable cost rates.

3.4. Services resulting from changes to mutually dependent software programs and interfaces not covered by this agreement.

3.5. Custom program modifications or reprogramming.

3.6. VRVis shall be relieved of all obligations under this agreement if program modifications are made to the contractual software programs by employees of the Client or third parties without the prior consent of VRVis, or if the software program is not used in accordance with the agreement.

3.7. Rectification of errors caused by the Client or third parties.

3.8. Loss or damage caused directly or indirectly by acts or omissions of the buyer, customer or user during operation.

3.9. Data conversions, data recovery and interface customisations.

§ 4   Prices

4.1. For services that can be performed on the business premises of VRVis but are carried out elsewhere upon the Client's request and with the consent of VRVis, the Client shall bear the costs of travel, accommodation and travel time for VRVis employees commissioned to perform the service.

4.2. VRVis shall be entitled to increase the flat rate accordingly in the event of an increase in wage and material costs or other costs that arise after the conclusion of the agreement and charge the Client from the next due date of the settlement. The flat rate shall change on the due date of the settlement in accordance with the change in the Consumer Price Index 2015, which is published monthly by the Austrian Central Statistical Office, or an equivalent index. The index figures calculated in the April of the current agreement year and those calculated in the April of the agreement year in which the flat rate was last adjusted shall be used as reference values. Fluctuations in the index figure up to and including 2% either way shall not be taken into account.

4.3. All fees and taxes (in particular VAT) shall be calculated on the basis of the applicable laws. Moreover, if the tax authorities subsequently impose taxes or duties, those shall be borne by the buyer or customer.

§ 5   Service period

5.1. VRVis shall endeavour, within a reasonable amount of time (see Appendix A: Error Classes), to provide

information during the Contractor's normal working hours upon the Client's request.

5.2. The service deadlines for the error classes are not binding. The Client is therefore not entitled to withdraw from the agreement or claim damages on the grounds of failure to meet the proposed deadlines.

5.3. Partial services and advance payments are permissible.

§ 6 Payment

6.1. The agreed flat-rate amounts (see price list) must be paid in advance.

6.2. Invoices submitted by VRVis shall fall due 14 days after the invoice date, without deductions and charges.

6.3. Compliance with the agreed payment dates is an essential condition for performance of the agreement by VRVis. Non-compliance with the agreed payments shall entitle VRVis to cease ongoing work and/or withdraw from the agreement. All associated costs and any loss of profit shall be borne by the Client. If the Client defaults on two instalments in the event of partial payments, VRVis shall be entitled to issue a notice of default and demand payment in full.

§ 7 Term of the agreement

7.1. The program maintenance and the validity of the contractual agreement, which requires the agreed use of the duly purchased contractual Aardvark Components, shall extend over a period of one year from the date of conclusion of the Maintenance Agreement. The agreement may be terminated by either Party no later than three months before this period expires, otherwise the agreement shall automatically be extended for another year. Premature termination of the agreement for good cause shall remain unaffected.

§ 8 Liability, force majeure

8.1. VRVis shall not be liable for slight negligence, loss of profit and consequential damages or for third-party claims against the Client. Moreover, liability shall be limited to the annual maintenance fee.

8.2. Claims for damages shall become time-barred no later than one year after gaining knowledge of the damage and the damaging party.

8.3. Insofar and as long as obligations cannot be met in accordance with this agreement on the grounds of force majeure, such as war, terrorism, natural disasters, fire, strike, lockout, embargo, governmental intervention, loss of power supply, transport failure, failure of telecommunications networks and/or data lines, legal changes affecting the services after conclusion of the agreement or other non-availability of products, shall not constitute a breach of contract.

§ 9 Copyright and use

9.1. VRVis and its Licensors hold all exploitation rights to the agreed services (programs, documentation, etc.). The Client reserves the right to use the software created in the course of the contractual services upon payment of the agreed fee within the licence terms of the Software Transfer Agreement on Aardvark Components. The Client shall acquire no rights beyond the use laid down in this agreement by virtue of cooperating in the provision of services.

§ 10 Data protection, confidentiality

10.1. VRVis shall obligate its employees to comply with the provisions of Section 6 of the Data Protection Act.

§ 11 Miscellaneous

11.1. Should individual provisions of this agreement be or become invalid, this shall not affect the remaining content of this agreement. The invalid provision shall be replaced by an appropriate regulation that comes as close as possible to the invalid provision.

§ 12 Final provisions

12.1. This agreement is governed by Austrian law, to the exclusion of its conflict of law rules and the UN Convention on Contracts for the International Sale of Goods. For any disputes, only the local jurisdiction of the relevant court for the registered office of VRVis shall be deemed agreed.

12.2. Amendments and additions to the contract must be made in writing. This also applies to the cancellation of this formal requirement.

12.3. VRVis is entitled to transfer the contract to a company affiliated with VRVis under company law without the consent of the Client.

12.4. VRVis is entitled to use a third party to fulfil its obligation in whole or in part.

Annex A Error Classes

Error Classes
The availability of updates depends on the error class of a reported error. The assignment to the error classes is made by consensus. In case of doubt, the contractor must first take measures on the basis of the classification of the client before consensual clarification in order to avoid possible disadvantages for the client.

Critical
The appropriate use of a part of the IT system or the IT system is **not possible** or is **unreasonably restricted**. The error has a **serious impact** on business management and/or security. These are, above all, errors that prevent further processing. Examples: system standstill without restart, data loss or data destruction, or incorrect results in time-critical mass processing of data
reaction time: **1** working day
troubleshooting: **2** working days is attempted

Major
The appropriate use of a part of the IT system or the IT system is **seriously restricted**. The error has a **major influence** on the business process and/or security, but allows for further processing. Examples: wrong or inconsistent processing, noticeable deviation of the agreed performance of the IT system, accumulation of short-term operational problems.
reaction time: **1** working day
troubleshooting: **5** working days is attempted

Minor
The use of a part of the IT system or the IT system is **limited**. The error has an **insignificant impact** on business processing and/or security, but allows for further processing without restriction. Examples: incorrect error message, a batch program goes into a waiting state and can only be reactivated by pressing a key.
reaction time: within **reasonable time**
troubleshooting: **next release**

Trivial
The appropriate use of the IT system or the IT system is **possible without restriction**. The error has **no or only minor impact** on the business process and/or security. These are, above all, styling or formatting flaws, or defects, which can be circumvented by employees of the client. Examples: disturbing additional outputs on the screen, documentation errors, spelling errors.
reaction time: **no special priority**
troubleshooting: within the scope of planned preventive maintenance