

Terms and Conditions for Standard Support of Vector Informatik GmbH

Preamble

These Terms and Conditions (hereinafter "T&C") govern the free standard support (hereinafter "Support") provided by Vector Informatik GmbH (hereinafter "Vector"). This Support applies to all Vector Standard Software and Hardware Products (hereinafter "Vector Products") that are or were purchased under a license contract between Vector or one of its affiliates and the Customer and that refer to these T&C.

1. Support

Vector provides a Support service to handle inquiries from the Customer regarding the features of Vector Products.

1.1. Support channels

Enquiries and Support requests can be submitted to Vector via the following channels:

- Email
- Web support portal (Vector Customer Portal)
- Telephone support

1.2. Scope of Services

The Support includes answering questions and providing assistance and advisory services through qualified support staff.

Support is a solution-oriented consulting service provided by Vector Group employees from various locations. All incoming support requests are processed in accordance with ISO 9001:2015.

Vector does not guarantee any response or resolution times to the Customer, nor is the Customer entitled to such guarantees.

Vector reserves the right, at its sole discretion, to discontinue or terminate free Support for a specific inquiry (e.g., by closing a ticket).

Support for older versions may be available upon request, subject to a separate, customized offer (which may incur a fee).

Vector reserves the right to offer paid services for requests and services that go beyond the scope of the Support described here, such as customizations, training, consulting, and assistance with complex integration or development projects.

- 1.3.** Order in which support requests are processed
Requests are generally processed in the order in which they are received.
- 1.4.** Availability
Support is available 24/7 via the Vector Customer Portal. Requests are processed by qualified support staff on weekdays during the regular business hours of each Vector branch.
- 1.5.** Vector products covered by Support
Support covers the versions of the relevant Vector Products released by Vector over the last five (5) years.
- 1.6.** Support staff and structure
The Support staff are fully trained and use state-of-the-art tools to ensure the highest standard of service.

Support staff are thoroughly trained in data protection and in handling the data and confidential information provided by the Customer that may be necessary to resolve Support requests.

2. Services not included

- 2.1.** Delivery of updates
The provision of update packages for software products and add-ons, including service packs, patches, and bug fixes, is expressly excluded from the scope of support and is governed solely by the underlying license contracts.
- 2.2.** Project Support
Project support is also not included in Vector Standard Support; neither is support for Customer-specific deliveries, customizations, custom software and related extensions.
- 2.3.** Support for older Vector Products
Older versions (see section 1.5) are no longer actively supported.

1st and 2nd level Support for older versions may be available upon request, subject to a separate, customized offer (which may incur a fee). Vector reserves the right to offer paid services for requests and services that go beyond the scope of the Support described here, such as customizations, training, consulting, and assistance with complex integration or development projects.
- 2.4.** The list in this section 2 is not exhaustive. The fact that certain services are not listed does not imply that they are part of Vector's contractual obligations.

3. General provisions

3.1. Terms and conditions

- 3.1.1.** These T&C shall apply for business transactions with companies, legal entities under public law and special entities under public law.
- 3.1.2.** Any provisions in the Customer's general terms and conditions conflicting with, deviating from, or supplementing these T&C or the license contracts underlying Vector's Products shall not form part of the contract unless Vector has expressly agreed to them in writing. This shall also apply to general Terms and conditions mentioned in purchase order or other confirmations or in inquiries of the Customer. The provision of services under the Support or the licence contract does not constitute acceptance of the general terms and conditions. The Customer's general terms and conditions shall not apply even if Vector accepts them without reservation during registration on a portal of the Customer or when downloading software, etc.
- 3.1.3.** In the event of any conflict between the T&C and the provisions of the license contract, the provisions of these T&C shall take precedence.

3.2. Obligations of the Customer

The Customer acknowledges that the products, including the services provided as part of the Support, may be protected by copyright and may constitute trade secrets and confidential business information of Vector. The Customer shall protect the information received as part of the Support, the documentation, and the underlying know-how, in particular against unauthorized use and access, by implementing appropriate confidentiality measures.

3.3. Remuneration

Support provided under these T&C is free of charge.

3.4. Claims for defects & liability

- 3.4.1.** As Vector provides the Support to the Customer free of charge, Vector shall not be obligated to rectify any defects. Liability for defects shall only apply in the event of fraudulent concealment of a defect.
- 3.4.2.** Due to the fact that Support is provided free of charge, Vector shall only be liable for damages and reimbursement of futile expenses in the event of intent or gross negligence, unless mandatory statutory provisions stipulate otherwise.

3.5. Responsibilities of the parties for data protection

Each party shall be independently responsible for complying with applicable data protection regulations. In particular, the parties shall ensure that their employees and contractual partners provide any necessary declarations of consent.

3.6. Feedback / Further Development of Vector Products

Vector shall be entitled to use all knowledge gained in the course of the Support as well as information and feedback provided by the Customer in anonymized or aggregated form for the improvement and further development of Vector Products.

This also includes Vector's right to enable or provide internal AI applications, in particular large language models, with access to the information or knowledge, or to enter or upload information or findings into AI applications, in particular large language models. The information or knowledge shall not be used by Vector for the training of AI applications, in particular large language models, or other automated IT applications.

4. Final provisions**4.1. Changes to this T&C**

Vector reserves the right to update this T&C in the future.

4.2. Written form requirement

Amendments and supplements to these T&C must be made in writing and signed. The same shall apply in particular for amendments and supplements to this written form clause.

4.3. Applicable law; place of jurisdiction;

4.3.1. These T&C shall be governed by the laws of the Federal Republic of Germany, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).

4.3.2. To the extent legally permitted, the exclusive place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship shall be the registered office of Vector.