

SUPPLEMENTARY CONDITIONS TO SOFTWARE SUPPORT AGREEMENT

1. SCOPE

The General Terms and Conditions of Business for deliveries and services of Endress+Hauser companies in Switzerland, as well as the General Terms and Conditions for the provision of software (www.ch.endress.com), apply to all Software Support Services provided by Endress+Hauser, unless otherwise agreed in writing in the Software Support Agreement.

2. SOFTWARE SUPPORT SERVICES

2.1 The Software Support Services are support services provided by Endress+Hauser for the maintenance of proper and correct software and its fault-free operation, which are indicated in the Software Support Agreement. This software, all later updates and the relevant information and documentation, are hereinafter referred to as “the software”.

2.2 Software Support Services are available as a Software Update Support Service and Software Application Support Service. The applicable scope of service is defined in writing in the Software Support Agreement.

3. SOFTWARE UPDATE SUPPORT SERVICE

3.1 Within the framework of the Software Update Support Service, Endress+Hauser provides the latest updates for the software supplied by Endress+Hauser.

3.2 As soon as Endress+Hauser has an update, Endress+Hauser sends a copy of the update in digital format by means of a data carrier or online to the customer's administrator.

3.3 The updates are subject to the same contractual conditions as the software originally supplied.

4. SOFTWARE APPLICATION SUPPORT SERVICE

4.1 Endress+Hauser provides the customer with a telephone number and an e-mail address at which the customer can contact Endress+Hauser and address all support-related queries.

4.2 In addition to the provision of the latest updates as per Section 3, Endress+Hauser shall also provide support during installation of the updates, use and configuration of the software.

4.3 Depending on the option a), b) or c) chosen by the customer in the Software Support Agreement, Endress+Hauser provides the following software application support:

a) during normal business hours of Endress+Hauser, which are stated in the Software Support Agreement, with a response time of either 24 hours or 1 hour; or

b) during the business hours stated in option a) with a response time of 1 hour and also at weekends and on national holidays at the business hours stated in option a) with a response time of 2 hours; or

c) 7 days a week 24 hours a day with a response time of 1 hour during the business hours stated in option a) and 2 hours outside the business hours stated in option a).

5. SERVICES NOT INCLUDED

5.1 The agreed written Software Support Services do not include

- Software modifications or special developments,
- Support for freeware or software provided by third parties which are not expressly mentioned in the Software Support Agreement as part of the support services, even if this freeware or third-party software was possibly supplied with the software,
- Support for operating system components and the interaction of software with these components,
- Supply of upgrades,
- Adaptation of software to customer requirements,
- Software training,
- Onsite services (help, installation, configuration, software setup). Onsite services can be provided after conclusion of a separate agreement.
- Support in the event of a failure or breakdown caused by something other than that stated in the software environment.

5.2 Endress+Hauser is constantly developing its software and publishes regular updates and upgrades. For this reason, the Software Support Services can only be called upon if the release date for the version installed by the customer is no more than a year old. If support for a version which is not up-to-date is provided, optimal support results can possibly only be achieved if the customer installs an up-to-date version.

5.3 Upon request Endress+Hauser can provide a support service for software whose release date is over a year old. Such support service is generally connected to additional costs and can therefore only be offered at conditions to be agreed separately, in particular with regard to response times and prices.

6. REGISTRATION

6.1 The Software Support Services can only be used by registered users. The users can register using the form enclosed with the Software Support Agreement or online.

6.2 The customer must provide Endress+Hauser with the full names, telephone numbers and valid e-mail addresses of each user to be registered. One of the registered users must be designated as an administrator. The customer must inform Endress+Hauser of subsequent changes to the names, telephone numbers and e-mail addresses of registered users. The customer must ensure that the registered users can be reached using the telephone numbers and e-mail addresses given.

6.3 The customer must ensure that no unauthorized third party obtains access to his account/contract number, user registration details and license key/serial number. The customer is responsible for all orders made and activities performed using his account/contract numbers and his license key/serial number. If the customer becomes aware that third parties are misusing his details, he must immediately inform Endress+Hauser thereof.

7. DURATION AND TERMINATION

7.1 The duration and termination of the Software Support Services are agreed in the Software Support Agreement.

7.2 Unless otherwise agreed, the duration of the Software Support Agreement is one (1) year from the day the Software Support Services are provided. The contract is renewed automatically by one (1) year if it is not terminated with three months' notice in writing.

8. PRICE AND TERMS OF PAYMENT

8.1 The prices and terms of payment are agreed in the Software Support Agreement.

8.2 Any price increases are made known in good time so that the Software Support Agreement can be ordinarily terminated within the agreed notice period.