

## "EASYRENT" MAINTENANCE AGREEMENT

THE GENERAL TERMS FOR THE MAINTENANCE OF SOFTWARE BY WINTERSTEIGER AG ARE LISTED BELOW.

### **1. Subject of the agreement**

- a. This agreement concerns the support for and maintenance of the software "Easyrent" as well as other software or database products required for operational purposes, which are purchased by the licensee from Wintersteiger AG.

### **2. Claim of licensee**

- a. A claim on the part of the licensee for support and maintenance of the software products purchased from Wintersteiger AG is established upon payment of the respective support/maintenance fee to Wintersteiger AG, and is restricted to the time period on which the support/maintenance fee is based, as well as the software product on which the support/maintenance fee is based.

### **3. Scope of services**

- a. Wintersteiger continues to develop the software with respect to quality, repairs errors, ensures that it is adapted to existing legal standards and provisions, and provides the licensee with the resulting new status of the software. This may include minor function extensions. Wintersteiger may include any other extensions in new software products; already concluded contracts do not apply to new products. Customer-specific changes to software or adjustments do not form a subject of the maintenance contract, and will be invoiced based on cost at the applicable hourly rates.
- b. Wintersteiger will assist the licensee with support during normal business hours following error reports by providing suggestions for troubleshooting and error prevention. The licensee has access to a hotline which can be used as part of this maintenance contract. All inquiries and resulting work will be completed as soon as possible in line with the schedule and available resources.
- c. In the event that program parts which rely on functioning data cable connections have been installed, and Wintersteiger incurs expenses due to a breakdown or fault related to these connections, which are outside of Wintersteiger's sphere of responsibility, these expenses will be charged to the licensee.
- d. In the event works in line with this maintenance contract are required on the licensee's site, any working hours incurred as a result will be covered by this maintenance contract; however, travel and driving costs will be charged at the applicable travel allowances and mileage rates. In the event that on site work is required because the licensee failed to comply with the operating instructions as per the handbook, any working hours incurred as a result will also be charged. Wintersteiger reserves the right to charge the licensee for additional costs incurred as a result of the unjustified use of the telephone hotline, especially if the fault has been caused by the improper use of the software or software components (e.g. computer viruses) on the part of the licensee.
- e. Wintersteiger is only able to fulfill the maintenance contract at its full scope if the licensee has installed the suitable equipment for remote maintenance. The absence of such equipment will result in longer response times.

- f. The following services are explicitly excluded from the maintenance contract and are not covered:
- i. Installation of and changes to existing and new modules, in particular
    - no support services for modules which have not been licensed by the customer, or which are not covered by a maintenance contract.
    - customized further development of functionality
  - ii. maintenance of system, in particular
    - the repair of faults which are the result of errors with external components (hardware, operating system, outside software, networking and communication etc.)
    - correction of incorrect entries
    - defragmentation activities for hard drives
    - any adjustments to forms (lists and reports, labels etc.)
    - database maintenance operations expressly requested by customer
    - implementation and/or accompaniment of seasonal close activities and inventories
  - iii. education and training, particularly
    - training of new employees on Hotline
    - training for new modules, without previous training regarding functionality

**While our support staff would be happy to provide these services, we will also be required to charge any expenses incurred at the applicable hourly rates in order to cover our costs.**

- g. Loss of the following services following termination of the support maintenance contract (Easyrent):
- i. no telephone hotline and no support for questions related to Easyrent
  - ii. no current updates
  - iii. no further development of various interfaces (depot, materials management, bank machine, ...)
  - iv. no further development to specific market and customer requirements (e.g. adaptations of ISO standards)
  - v. 60 Euros will be charged per 15 minutes or part thereof in a support case
  - vi. Extension options are only possible in connection with new updates
  - vii. Update options:
    - up to 1 years after date of cancelation 20% of current purchase price for software
    - up to 2 years after date of cancelation 40% of current purchase price for software
    - up to 3 years after date of cancelation 60% of current purchase price for software
    - as of the 4th year after the date of cancelation, the entire software must be purchased.

#### 4. Term and termination

- a. The support service (contract period) commences on September 1 of the first contract year. Wintersteiger can provide the support service on a voluntary basis, insofar as the installation and setup of the software is carried out before the start of the contract period. In the absence of express differing agreements, the minimum term for the support service is one (1) year, and is extended by one (1) year each, unless terminated in writing with a notice period of three (3) months to the end of the current contract period (on August 31 of each year).
- b. For the remainder, Wintersteiger and the licensee may terminate a contract for important cause if the other party fails to meet his contractual obligations despite a written warning and a reasonable extension. However, terminations may not be issued for insignificant breaches of obligations.
- c. Terminations must be issued in writing.
- d. Those contract terms that are not subject to a time limit by their very nature shall also be valid beyond the end of the contract and for potential legal successors.

## 5. Licensee's (client's) obligations

- a. Documentation obligation of the licensee: The Easyrent system is a program that calculates sales and is considered a part of accounting. The party holding an Easyrent license is required to ensure the adequacy of his bookkeeping systems. For example, statutory storage obligations also apply to data in the Easyrent system.
- b. The party holding an Easyrent license is hereby advised that the cash till application must be used in terms of compliance with the relevant transparency provisions, and that daily closes will be required. The licensee is responsible for documenting the internal control system (ensuring proper application of program, access authorizations at all system levels, unusual events, proof of proper program application and proof of actual processing, access to system and data carriers, measures for the complete and correct gathering of data and their reproducibility). The licensee is responsible for the diligent assignment of user rights in Easyrent.
- c. System introduction, further development and upgrades: The licensee is hereby advised of his/her obligation to continuously review the applied system with regard to its suitability for meeting the requirements based on the type and size of his company, and make or initiate the necessary adjustments as required.
- d. Protection of credit card information: The responsibility for data security with respect to the credit card information stored in Easyrent rests with the licensee. To secure these data, compliance with the "PCI DSS" data security standards issued by the payment card industry (PCI) is strictly required, and must be fulfilled when storing such in Easyrent. Credit card information may only be stored if a corresponding firewall has been installed. The licensee must ensure that the firewall is always kept up to date. The licensee is also required to ensure that all standard settings of security-relevant facilities (passwords) are changed. The licensee is advised that credit card information may not be transmitted by e-mail in an unencrypted form, pursuant to "PCI DSS". The licensee is advised that according to "PCI DSS", anti-virus software must be used on all devices in the licensee's network. Furthermore, the licensee must ensure that passwords are always updated. The licensee is required to ensure that web applications are not operated in the same network segment. The licensee is advised that pursuant to "PCI DSS", each user with access to credit card information must be clearly identifiable. The use of collective users is therefore not permitted. The licensee is advised that he is required to prevent unauthorized access to the licensee's network pursuant to "PCI DSS". In this vein, special reference is made to the unencrypted operation of WLANs, network boxes in unsupervised areas or Internet access for customers. The licensee is required to use Intrusion Detection technology and confirm that security can be warranted using a penetration test at quarterly intervals, at least. The licensee is required to ensure that all employees with access to the system obtain knowledge of the above items regarding the protection of credit card information. It is recommended that these items are summarized in a security directive and confirmed by each employee.
- e. Data protection: Customer data and data of customers found on data carriers are handled in strict confidence in terms of the data protection act, and will not be forwarded or ceded for viewing to third parties.

**6. Cooperation by licensee (client)**

- a. The licensee pledges to backup data and recordings stored on his/her data carriers by making copies of the same, and if required provide these to Wintersteiger for inspection purposes and for the purpose of error diagnostics and error elimination. The responsibility for ongoing monitoring of data backups rests with the licensee.
- b. Wintersteiger shall only be liable for reprocurring the data insofar as the licensee has undertaken the customary and appropriate precautionary data backup measures, and has ensured that data and programs are available in machine-readable form and can be restored with reasonable effort.
- c. Wintersteiger offers user training which communicates the required knowledge for handling the software (subject to charges). The licensee will train his personnel so that maintenance assignments by Wintersteiger are not required in the case of mere operating errors. Otherwise Wintersteiger has the right to charge for the costs it has incurred, and raise the maintenance fee accordingly.
- d. Maintenance and diagnostics are generally carried out by remote access. The licensee commits to leave his equipment running for maintenance services and leave the server connected to the communication network, otherwise the additional expense for Wintersteiger will be charged to the licensee.

**7. Choice of law, place of jurisdiction, other**

- a. These terms are solely subject to material Austrian law, excluding the United Nations Convention on Contracts for the International Sale of Goods.
- b. It is hereby agreed that the court with jurisdiction located in 4910 Ried im Innkreis, Austria, shall have sole jurisdiction for all disputes in connection with these terms.
- c. In the event that one or more provisions of these terms, or a provision in line with other agreements, is found to be invalid, the validity of the remaining provisions or agreements shall not be affected. Invalid or missing clauses must be replaced by valid clauses which most closely meet the intended purpose, alternatively through statutory provisions.

**8. General Terms and Conditions and Software License Terms**

- a. For the remainder, the general sales and delivery terms and software license terms of WINTERSTEIGER AG shall apply.
- b. All licensees may download the GTC and software license terms from <http://www.wintersteiger.com/AGB>.

Ried im Innkreis, September 2014

WINTERSTEIGER AG