

1. Scope and Liability

These special contract conditions ("SCC") form the contractual basis between the customer and Orchestra Service SE ("Orchestra"). All deliveries and services in the area of "Orchestra Service and Support" shall be performed on the basis of these SCCs. They form a significant part of the contract relationship between Orchestra and the customer. They complement Orchestra's general terms and conditions ("GTC"). Where regulations of these SCC contradict those of Orchestra's GTC, the SCC takes priority over the GTC. These SCC are agreed to be valid for future contractual relationships.

2. Subject of Performance

2.1. Orchestra offers for remuneration the following general and support services (deliveries and services) together with the use and application of software and hardware products, which the customer receives from Orchestra (contractual software and hardware products).

General services which became necessary by the installation of software and hardware of third parties do not form part of the general and support services. The exact form of the service to be performed as well as the agreed payment arise from these SCC and the corresponding application form, additionally the GTC and any separate service descriptions or price lists from Orchestra. Orchestra's general and support services are offered on the basis of what is at that moment technically, economically and operationally possible and reasonable.

2.2. Within the area of "Orchestra Service and Support" Orchestra supports and consults customers about the identification and solution of software and hardware problems which come up during the use and application of contractual software and hardware products.

2.3. The following definitions apply for the scope of these SCC:

- **Inspection**
Inspection of the essential functions of the contractual software and hardware products.
- **Failure**
Every impairment to the functions of the contractual software and hardware products which lead to a breakdown of the contractual software and hardware products.
- **Fault**
Every other impairment to the software or hardware functions of the contractual software and hardware products.
- **Maintenance**
Recognition, analysis and handling of faults and failures of the contractual software and hardware products, which are established through an inspection or are reported to Orchestra by the customer and are not the fault of people, things or a force majeure.

2.4. Orchestra will consult and support customers with the maintenance and restoration of the operating state and the efficiency of the contractual software or hardware products and with the identification and solution of software and hardware problems (faults or failures), which occur during the application of contractual software and hardware products. Subject to special contractual agreements this includes support and consulting for general technical or administrative service questions, help for user problems or failure messages, notes for the use of the contractual software or hardware products and information for the interpretation of corresponding technical documentation or product descriptions. Not included are general questions or support for relevant questions or problems, which are not immediately linked to the application or use of the contractual software or hardware products. Within an agreed acceptance period, the customer can contact qualified members of staff at Orchestra.

2.5. Subject to special individual agreements, general and support services in terms of these SCC, includes support and consulting of customers solely by phone or email.

2.6. The performance of general and support services by Orchestra requires in particular that

- the contractual software and hardware products (including auxiliary modules) of the customer are correctly licensed and not identified as "end of life" by the manufacturer. In case of general and support services for EMC² products it is required that the EMC² software licenses and hardware applied in the solution are supported in accordance with the current compatibility guide of EMC² Software.
- for the use of the contractual software and hardware products (including any auxiliary modules) the minimum technical requirements, as laid out in the product description, are available.
- the customer has applicable knowledge regarding the contractual software or hardware products as well as the installed platforms and operating systems. Against this background, general and support services are limited to the customer's registered and qualified technical contact persons. Only these persons are permitted to register a support call. The customer's technical contact persons must be able to prove that they participated in a qualification for the relevant product or in an Orchestra training or that they have at least one (1) year of experience with the supported software.
- the products purchased by the customer are covered by Maintenance service of the respective manufacturer. If the above-named requirements are not fulfilled, particularly if the technical persons are lacking the required qualification, Orchestra will invoice support services at 200 € per hour or a part of it or alternatively the cost for a man day (see Orchestra price list) irrespective of the contract fee. The same applies if a person which is not registered as a technical contact person wants to utilize general and support services of Orchestra.

2.7. In principle, the general and support services for the support and consulting of customers following these SCC are performed as follows:

- **Hotline**
Provided that nothing else has been agreed, customer service is available to the customer from Monday to Friday from 8:00-17:00 CET. The hotline can be reached by phone at +49 8105 370-200 or by Orchestra Support Portal <https://support.orchestra.de>

- **Recognition, analysis and handling of faults or failures**
Support and consulting for the customer with the recognition, interpretation (analysis) and handling of identifiable and reproducible faults or failures of the contractual software or hardware products. Handling the problem can possibly include escalation to the manufacturer.

- **Product and Operation Support**
On request, Orchestra offers the customer information about new product features, solutions to known faults or failures and consulting and support for suitable installation methods or the implementation of contractual software and hardware products.

- **Software Patches, Software Updates/Upgrades**
They can be obtained through Orchestra when needed and when available from the software or hardware manufacturer. The customer carries the cost for any license fees.

- **Telediagnosis**
Unless otherwise agreed in the contract, Orchestra can use electronic resources (service tools) of its choice for the effective inspection and maintenance of the contractual software and hardware products for telediagnosis and remote maintenance. Should it be necessary, the choice of service tools to be used for this job will be agreed between Orchestra and the customer.

- **On-site application**
If special written agreements within the framework of general and support services include/require on-site visits at the customer's location by Orchestra, Orchestra will compile a "Statement of Work" before the performance of service, which specifies the on-site service to be performed and is to be confirmed in writing by the customer.

2.8. Orchestra will deal with the faults or failures of the contractual software or hardware products within a reasonable amount of time depending on what is technically, economically and operationally reasonable and possible at the time. Orchestra will analyze reported faults or failures as well as consult the customer on how to deal with the faults or failures discovered.

For fault or failure handling, Orchestra reacts in the following way:

- Confirmation (by telephone or email) of the notification of the faults or failures,
- Initial consultation (by telephone or email),
- If necessary, the application of electronic resources (service tools) for the telediagnosis and remote maintenance.

2.9. Handling a request through Orchestra is completed when at least one of the following criteria apply:

- the customer has been informed that the fault or failure is not due to faults or failures on the part of the contractual software or hardware products;
- the customer has been told how to handle the fault or failure;
- the customer has been informed that the fault or failure will be corrected in the following version of the contractual software or hardware products;
- the customer has been informed how, with which conditions (if necessary cost inducing), to obtain and use a software patch or software update/upgrade for the handling of the fault or failure in the contractual software or hardware products;
- the customer has been informed that the fault or failure was caused by an error (bug), up until now unresolved, within the contractual software or hardware products;
- the problem has been passed on to the manufacturer of the contractual software or hardware product and Orchestra has passed on the answer of the manufacturer to the customer;
- the customer has been told that the fault or failure in the contractual software or hardware products lies outside the specifications of the product description;
- the customer has obtained the information that a fault or failure in the contractual software product has been diagnosed as an error in hardware, which is not included in Orchestra's general and support services.

2.10. Unless otherwise agreed, the general and support services to be performed do not include:

- services such as performance tuning or configuration concepts for system and network environments as well as customer-specific developments and programming (scripts, work-arounds), complete software and hardware installations;
- on-site applications;
- customer's own or external development;
- support and consultancy services which, according to Orchestra, are necessary due to unsuitable handling, use or development of the contractual software and hardware products, particularly interference by the customer in the operation of the contractual software or hardware products;
- support and consultancy services regarding the interoperability of contractual software and hardware products with other hardware or software components which are not part of Orchestra's general and support services;
- Delivery, installation or exchange of contractual software or hardware products, additional features or accessories.

Such services are to be specially ordered through Orchestra and paid for by the customer.

2.11. The customer is not entitled to dictate how the general and support services shall be performed. Orchestra shall coordinate this with the customer.

2.12. Provided that the general and support services performed by Orchestra are acceptable, the customer must test them immediately and declare acceptance if the service was performed soundly or there were no severe deficiencies which could prevent acceptance. The customer must immediately notify Orchestra of any deficiencies discovered.

If the customer does not declare acceptance and completion within a period of two weeks after the performance of the general or support service in question and

does not declare any deficiencies, then the acceptance is seen as having been successful.

3. Obligations of the Customer

- 3.1. In performing a service due, as far as is reasonable, the customer must support Orchestra appropriately and as necessary to the best of his ability.
- 3.2. The customer will follow the technical instructions of Orchestra.
- 3.3. The customer will inform Orchestra immediately of any faults or failures of the contractual software and hardware products and pass on all necessary information about the maintenance.
- 3.4. The customer will attempt to describe any faults or failures in as much detail as possible. If no comprehensive description is available for Orchestra, Orchestra will alert the customer to the lack of a description of the fault or the failure. If a failure diagnosis cannot be performed, then Orchestra has the right in this case to subsequent billing of the additional costs for the failure diagnosis.
- 3.5. Orchestra is not responsible for the results of a delayed or incomplete report of the faults or failures.
- 3.6. The customer guarantees that all compulsory cooperation of the customer, particularly such as those from sec. 5. of the GTC regarding the orderly and timely performance of services by Orchestra, will be fulfilled at no cost to Orchestra.

The customer will in particular:

- refrain from arbitrarily changing settings or configurations set by Orchestra in the contractual software and hardware products;
 - during the application of service tools for a remote access, allow the use of a dial-in appliance with dial-back function for electronic communication, provided that this has been especially contractually agreed between Orchestra and the customer;
 - comply with all of operating and license conditions of the manufacturer;
 - name one or more responsible and authorized contact persons before start of the service, who shall be available to Orchestra's staff or vicarious agents and are authorized to make binding declarations for the customer;
 - make all necessary information or documents available to the staff or vicarious agents at Orchestra (particularly technical data and facts regarding the hardware and software), which are required for the orderly performance of the service by Orchestra.
 - avoid taking measures that would make performing the general or support service difficult or impossible. Otherwise, Orchestra is released from its service responsibilities.
- 3.7. If Orchestra should provide general and support services to a third party because of special agreements with the customer, the customer shall ensure that the third party fulfills compulsory cooperation in accordance with these specifications.

4. Period of Validity

This contract is limited to one year.

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