



**SVA Software Maintenance Agreement**  
For company-own software products

Status: January 2013

**§1 User Authority Certificate**

- 1.1 User authority for a program is included in SVA's User Authority Certificate. The measure for extent of this user authority is for example the number of copies, SVC cluster, terabytes or single systems (such as storage systems).
- 1.2 Together with the customer's relevant paid invoices or purchase confirmation receipts, this user authority certificate acts as proof of usage permission for the customer.

**§2 Validity and Duration**

- 2.1 SVA software maintenance starts effective purchase date of the software licenses und runs until the last day of the respective month in the subsequent year, unless otherwise stipulated in an agreement amendment.
- 2.2 The reporting date for maintenance extension is the anniversary date, unless otherwise stipulated in an agreement amendment.
- 2.3 If the agreement is not terminated with a period of notice of one month to the duration end, the maintenance agreement automatically extends itself for one further year. In such a case, SVA would then issue an invoice covering maintenance extension of the last-licensed products on the day the maintenance agreement ends.

The statutory rights to extraordinary termination remain unaffected.

**§3 Services**

During the validity of the SVA software maintenance agreement for a BVQ program license

- 3.1 SVA provides the customer, pertaining to availability, the most current versions, releases or updates and authorizes him to use them. Newly developed program modules are not part of the services covered and require an additional license. Downloads are available at <https:// servicedesk.sva.de>.
- 3.2 The customer obtains support at
  - a) for general and briefly answerable questions regarding installation and application as well as
  - b) code related questions.

The support for a specific version or a specific release of a program is only available until SVA or a third party withdraws this respective version or the respective release of the program. Should support be withdrawn, the customer must undertake an upgrade of a supported version or a supported release of the program in order to continue receiving support services.

A 24-hour SVA central hotline is available by phone or email:

Call-Dispatcher (3,9 cent/min.): 0180 11 88 11 88  
 Service Request E-mail: ServiceDesk@sva.de  
 Web Portal: <http://customercenter.sva.de>

SVA Remote Support processes all incidents. A first contact by the SVA Remote Support regarding an incident

will occur during office hours (Monday to Friday 8.00 a.m. to 5.00 p.m. excepting federal public holidays) and is guaranteed to take place within 6 hours.

3.4. SVA can request remote access to the customer's system in order to supply support during the phase of problem root cause identification. The customer remains responsible for adequate protection of his systems and all files included therein, whenever SVA accesses them with his permission.

Without a valid, purchased and paid license, however, the customer is not entitled to the same amount of support:

	Support by email	Call centre can be contacted	Access to ticket system (incl. SW Download)
Customers with temporary license	Yes	Yes	Yes
Customers with demonstration license	No	No	No
Demonstration centre	Yes	Yes	Yes

Customers with a demo license will be supported by a named SVA technical support employee or service partner and shall receive no access to the.

**§4 Exclusion of Benefits**

SVA software maintenance is not supplied

- 4.1. for the application of SVA programs outside of the specified operational environment.
- 4.2. in the case of errors caused by products for which, under this agreement, SVA cannot be held responsible, e.g. DB2.

**§5 Extension, Re-instatement or Termination**

- 5.1. The customer may extend his terminating software maintenance agreement before the date of expiry in concordance with the stipulations of this contract after having received written extension approval (e.g. order receipt, purchase order etc.).
- 5.2. Software maintenance purchased or extended on the annual target date, i.e. the date of the purchase of the first license may be extended for a further period of 12 or 24.
- 5.3. Software maintenance, purchased on any other day than the annual target date, can be extended on the next annual target date for a further period of validity of less than 12 months in return for the payment of a pro-rata fee, which extends the period of validity until the next annual target date.
- 5.4. If the customer prefers not to extend the software maintenance, neither for individual nor for all program licenses but wishes to reinstate the software maintenance services at a later date, it will likely be necessary that he purchases separate SVA software maintenance re-instatement.
- 5.5. If SVA terminates software maintenance for a specific program, an extension of this software maintenance is no longer possible. If the software maintenance has been extended already before notification of termination, it is at SVA's discretion to offer continued maintenance until the



end of the respective validity period or guarantees a pro-rate reimbursement.

- a) If an extension of software maintenance for this program is no longer possible and
- b) for software maintenance extension effectuated before receipt of termination notice, which SVA has the discretion of either rendering continued SVA software maintenance until given validity period, or the customer receives a pro-rata reimbursement.

#### **§6 Secrecy**

- 6.1. The contract parties are subject to secrecy in all matters of information received concerning the contract partner during the time of business cooperation. Aside from information regarding operational and organizational structures and procedures, especially for information and data explicitly named confidential, or unambiguously recognizable as trade and business secrets, or respectively those that are marked as such.
- 6.2. Information excluded from this secrecy obligation is solely such which, at the time of provision by one of the contract parties, has already formed part of the lawful property of the other contract party, such which are self-evident in the legal sense and such that have been lawfully purchased by third parties.
- 6.3. Excluded from this secrecy obligation is furthermore such information which is legally subject to disclosure, or which is disclosed to such persons legally bound to confidentiality. The contract party invoking such exclusion is subject to provision of proof for the existence of this exception.
- 6.4. The parties ensure by means of appropriate contractual agreement that also their respective employees affected by the confidentiality obligation be subjected secrecy according to the regulations stipulated in these terms and conditions. The same applies if and when, in the scope of rendering their commissioned services, the parties subcontract third parties. If requested, the parties shall provide documented proof of compliance with these obligations and mutually inform one another, especially in the case of legal or public authority disclosure duty, and, so far as this is possible and permitted, of this disclosure and to support one another in its effectuation.

#### **§7 Federal Data Protection Act**

According to §§ 27, 28 BDSG the SVA GmbH is entitled to save personal data of the principal for purposes of fulfilling its business requirements, to transmit it domestically and internationally, to use, modify and delete it. The data will be stored at SVA GmbH. The principal is thus informed according to § 33 paragraph 1 BDSG. The principal may object to the processing and utilization of data pertaining to his person for advertising, market or opinion survey purposes according to § 28 paragraph 4 sentence 1. This objection shall be sent to the responsible authority [SVA GmbH, Borsigstraße 14, 65205 Wiesbaden-Nordenstadt, mail@sva.de].

#### **§8 Warranty and Liability**

The general terms and conditions of SVA GmbH for company-owned software products apply (see relevant appendix).

#### **§9 Court of Jurisdiction - Other**

- 9.1. This contract is subject to German Law. The regulations of the UN-Agreement for contracts covering the international sale of goods (CISG) are not applicable.
- 9.2. Place of performance and court of jurisdiction for commercial circulation is Wiesbaden.
- 9.3. Agreements made by the contract parties that deviate from the general terms and conditions require the written form. This applies specifically also to waivers of the original written form.
- 9.4. Should one of the above clauses be rendered invalid, the validity of the remaining others stays unaffected.