

## **Support Agreement No. [Agreement number]**

between

### **Ferrari electronic Aktiengesellschaft**

- hereinafter referred to as Ferrari electronic -  
and

### **[Company]**

Customer no.: [Customer number]

- hereinafter referred to as Customer -

Ferrari electronic has supplied the Customer with the software referred to in the license portal to this Agreement either directly or through a distributor. In order to assure the trouble-free operation of these products for the Customer, Ferrari electronic and the Customer have concluded the following service agreement:

#### **I. Object of the agreement**

Ferrari electronic continuously develops its product portfolio (updates). Objects of the agreement are the available software updates. Updates of integrated third-party products are not subject of the contract.

#### **II. Scope of the updates**

The updates are intended for operating the software products with standard interfaces. If the Customer does not have these or if they are differently configured, then the function of the updates cannot be guaranteed.

#### **III. Provision**

- 1) Ferrari electronic provides the software updates to the Customer via the Internet at <https://www.ferrari-electronic.de> immediately after their delivery or completion.
- 2) The Customer undertakes to deploy updates in such timely manner so as to ensure that no discontinued software versions are in use.

#### **IV. Support**

- 1) Support is provided from the Ferrari electronic headquarters by hotline, by e-mail or fax or, alternatively, as an on-site service to be invoiced at cost (Section VI.). Regardless of which support channel is used, the Customer required to authenticate by stating a support number as supplied by Ferrari electronic.
- 2) The Customer shall designate a maximum of two persons who are authorized to contact the hotline on their behalf. These persons shall be named in Appendix A of this agreement.
- 3) The service times for support are Mondays to Fridays from 9:30 AM to 4:30 PM (CET). Ferrari electronic guarantees the Customer a response time for reported faults of 4 hours, during which time the hotline shall take up contact with the Customer in order to respond to or process the request. A response to faults reported before 3:00 pm shall be given on the same day, otherwise on the following supportday.

#### **V. Additional support**

Support for the operation and maintenance of the functionality of the software is subject to the same conditions under which Ferrari electronic provides support to the Customer according to IV.

#### **VI. On-site service**

Ferrari electronic shall provide on-site service as soon as possible for handling problems, installing software and hardware, organizing training sessions, and consultation. The daily rate is derived from the actual Ferrari electronic AG price list

#### **VII. Duty to cooperate**

- 1) In order to assist the work of the support team, the Customer agrees to allow dial-up remote access for diagnostic purposes to the systems on which the hardware and software supplied by Ferrari electronic were installed. This regularly requires full administrative rights to be granted for the duration of remote access.
- 2) On-site, the Customer shall delegate an employee who can perform actions at the request of Ferrari electronic (not via remote access). If on-site support can be performed only by Ferrari electronic, this shall be subject to special assignment only and invoicing according to Section VI.

- 3) The Customer shall provide Ferrari electronic with all the information necessary to process their request.

### **VIII. Hardware**

- 1) Ferrari electronic will repair original hardware sourced from it within the first two years at no additional cost. This requires that the Customer returns the hardware — at their own risk and cost — to Ferrari electronic after reporting the fault and receiving a support number.
- 2) Not part of this agreement are the installation and removal of hardware, the servicing and on-site maintenance of it, and any configuration work required following its exchange.

### **IX. Start and duration of the agreement**

- 1) The contract period begins on [start date].
- 2) The contract is concluded for an indefinite period. It can be terminated at the earliest after one year. The cancellation period is 3 months to the end of the month. Irrespective of this regulation is the contracting parties to a contract without right of termination for serious infringements of the provisions of the Treaty.

### **X. Prices and payment**

- 1) The price per month amounts to 2% of the total of the actual list prices of all products from Ferrari electronic deployed by the Customer in accordance with the licence portal, and shall be at least € 25.00. For this purpose, the parties shall at inception compile a list of the products that are part of this contract.
- 2) The Customer shall immediately inform Ferrari electronic via license portal entries of any modifications to the software or hardware used. The price shall be adjusted automatically at the end of the month in which the change occurs.
- 3) The manufacturer issues monthly (net) invoices in advance for the costs. The customer gives the manufacturer a SEPA direct debit mandate. In the case of annual invoices (01/01 to 31/12), transfers with a payment term of 30 days are accepted without any discount.

### **XI. General terms and conditions**

The General Terms and Conditions of Ferrari electronic shall apply for all other matters.

Teltow, [today's date]

Ferrari electronic AG

.....  
Customer

**Appendix A to Support Agreement No.: [Agreement number 2]**

**Customer's contact person:**

Mr. / Ms. ....

Mr. / Ms. ....

Phone .....

Phone .....

Fax .....

Fax .....

E-mail .....

E-mail .....

**Products deployed:**

Teltow, [today's date]

Muster