

# General Terms and Conditions of elusoft GmbH for the Provision of Remote Maintenance Services

(Remote maintenance via software)

## Preamble

elusoft GmbH, Breitwasenring 4, 72135 Dettenhausen, (hereinafter referred to as "elusoft") provides remote maintenance services as part of its customer support for the software supplied by elusoft. elusoft offers its customers support and assistance in this respect for installation tasks, updates and troubleshooting. This is usually done by the support of elusoft. This also includes the option of using remote maintenance via software.

The present General Terms and Conditions of elusoft apply to these contractual relationships.

## 1. Subject of the GTC

The subject of these GTC are remote maintenance services related to the software of elusoft on the IT systems of customers in the configuration(s) found at the time of remote maintenance. elusoft uses the "TeamViewer" software from TeamViewer AG, Göppingen for this purpose.

elusoft provides the TeamViewer software on the system intended for the operation of the elusoft software.

## 2. Services and remuneration

elusoft can remotely maintain the elusoft software via an internet connection using the TeamViewer software.

The remote maintenance service includes:

- Support and assistance with the installation of the elusoft software
- Support with problems in the elusoft software
- Analysis of error situations and process disruptions of the machine and elusoft software
- Search for possible technical causes of errors

The remote maintenance services are provided on behalf of the customer and represent an additional service for the customer in accordance with the list of prices/services.

During the remote maintenance session, access to all system areas of the customer's computer is possible. The mouse and keyboard input devices can be operated.

## 3. Conclusion of the contract

The contract for the provision of services by elusoft in the area of remote maintenance comes into effect between the customer and elusoft upon the establishment of the connection between the customer's IT system and the elusoft employee performing the remote maintenance. The prerequisite for this is that the customer provides elusoft with the access data of the TeamViewer software of the affected software or machine as an offer for the conclusion of the remote maintenance agreement and grants access to the customer's IT system.

## 4. Time frame for performance

elusoft shall provide the aforementioned services within the usual business hours of elusoft or by separate agreement.

## **5. Customer's obligations**

To facilitate error analysis by elusoft, the customer must describe the error or the malfunction which occurs as precisely as possible to the elusoft employee. In particular, the customer must follow the recommendations of elusoft when identifying and isolating as well as eliminating errors.

The customer must notify elusoft immediately of any malfunctions that occur. Within the scope of what is reasonable, the customer shall take the necessary measures to determine and document the errors.

The customer bears the responsibility for an up-to-date data backup in a suitable form that ensures a timely and economically appropriate reproduction of the data.

If an employee of elusoft obtains knowledge of the customer's passwords in the course of a remote maintenance session, these must be changed by the customer immediately after completion of the remote maintenance. The same shall also apply if it can be assumed that passwords have become known with sufficient probability.

Furthermore, the customer undertakes to use a licensed version of the contractual software.

In addition, the customer is responsible for ensuring that secure transmission takes place within the network infrastructure for which the customer is responsible, in such a way that sufficient protection in respect of the need for protection is ensured.

Furthermore, the customer must ensure that only such access rights to other systems for which the customer is responsible as are necessary have been set up for the systems to be remotely maintained by elusoft (need-to-know principle). This also includes the stipulation that for internal access to other systems for which the customer is responsible, only users not equipped with administration rights be employed.

The customer must observe elusoft maintenance activities for the duration of the remote maintenance session and employees must notify elusoft of any activities carried out that violate the customer's guidelines. The log created by the TeamViewer software is available to the customer for the purpose of tracking the activities performed during the remote maintenance.

## **6. Copyrights and other protective rights**

The subject of the agreement is the remote maintenance of the elusoft software that is covered by contract. Existing copyrights and other protective rights to the elusoft software that is covered by contract shall not be affected by the remote maintenance. All previous regulations, copyrights and other protective rights shall remain in force.

## **7. Liability**

elusoft shall only be liable for damage caused intentionally or by gross negligence by its employees or third parties commissioned by elusoft. It shall not be liable for defects caused by the customer deviating from the conditions of use of the elusoft software that is covered by contract. This also includes any changes made by the customer or third parties commissioned by the customer to the elusoft software that is covered by contract.

If, contrary to expectation, the use of the TeamViewer software results in adverse effects or defects in the customer's systems, elusoft shall not be liable for them.

elusoft accepts no liability in cases of force majeure.

## **8. Safety**

Proof of the customer's authenticity shall be achieved by the customer receiving its own ID generated by the TeamViewer software as well as a password when the connection is established, and then passing these on to the elusoft employee by telephone. Only after the elusoft employee has entered the ID and password correctly will communication be established between the two participants via the Internet; data transmission is encrypted. The password can be regenerated by the customer as required.



All accesses required for the maintenance work are logged and archived by elusoft (max. 3 months). These logs can be requested by the customer if needed.

The customer shall inform elusoft immediately if it detects errors or irregularities that have occurred during remote maintenance or that make access by unauthorized persons possible.

elusoft is obliged to keep confidential all knowledge of the customer's business secrets and data security measures obtained within the scope of the contractual relationship, to only pass this on within the elumatec group to the extent required and to refrain from disclosing this knowledge to other third parties. The customer shall be responsible for an up-to-date data backup in a suitable form.

## **9. Data protection and confidentiality**

The customer shall ensure that the processing and use of personal data on its IT systems is carried out in compliance with the applicable data protection regulations, in particular the GDPR and the German Federal Data Protection Act (BDSG) as amended from time to time, and shall also take into account any data protection regulations that may be specifically applicable to the customer.

Remote maintenance shall be carried out within the scope of services agreed with the customer. The processing of personal data on behalf of a third party pursuant to Article 28 of the GDPR is explicitly considered to be not applicable in this context. The customer is responsible for the permissibility of remote maintenance by elusoft under data protection law. Only if the remote maintenance is obviously not permissible will elusoft point this out to the customer. elusoft has obligated the employees entrusted with remote maintenance to comply with data protection and confidentiality requirements and has instructed them concerning the consequences of misuse of data and secrets.

elusoft is obliged to immediately erase personal data that it has received during the provision of services. The logging of the service provision itself agreed under point 5 is excluded.

elusoft shall treat all operational processes, other trade and business secrets as well as passwords of the customer that become known to it due to the implementation of the Agreement as strictly confidential. elusoft is prohibited from processing and/or using such knowledge or information that it obtains in connection with the remote maintenance at or from the customer in any way for itself or for third parties.

## **10. Place of performance and jurisdiction**

The place of performance and jurisdiction is the registered office of elusoft. The laws of the Federal Republic of Germany shall apply.

## **11. Other**

The "General Terms and Conditions" of elusoft (GTC) apply in addition.