

1 General

The terms laid down in this contract apply for both the updating of the software system Safexpert as well as the hotline assistance provided to the user.

This service contract covers:

- All terms of the contract including the use of software products sold by IBF-Automatisierungs- und Sicherheitstechnik GmbH, Bahnhofstraße 8, 6682 Vils, Austria and the licensee. This contract is printed in the Safexpert user manual and appears additionally during the installation procedure of Safexpert.
- The conditions for use of standards in original text. This contract is also available from the IBF homepage (www.safexpert.eu/downloads). Alternatively, the contract may be sent if required.

2 Definitions

Licensee: The person with the user rights as appears in the contract.

Licensor: IBF-Automatisierungs- und Sicherheitstechnik GmbH,
Bahnhofstraße 8, 6682 Vils, Austria

3 Hotline

The service contract comprises the free support for the Safexpert administrator in the scope of the existing service options via telephone (+43 5677 5353-40) or by e-mail (hotline@ibf.at) in German and English.

The hotline is open from:

Monday to Thursday 09:00am – 12:00pm and 14:00 – 16:00pm (CET)

Friday 09:00am – 12:00am (CET)

It is not possible to provide free support on site. Not included in the contract is any form of CE-marking consultancy or software training by telephone. The licensor retains the right to use hotline support employees from partner businesses (e.g. Solution Providers) to support customers. The contract does not include checking and eventual correction of the licensee's database. This service will be carried out by the licensor or corresponding partners when an offer and order have been made.

4 Contract variations

The complete service contract is set up in several parts. The licensee may choose which options he requires.

4.1 Servicing Safexpert software system

The licensee will receive the latest version of Safexpert from the licensor according to the module(s) selected. The licensor is committed to providing the licensee the latest software version free of charge once the service contract fee has been paid. Not included in this are the latest software modules. The new versions will be made available to the licensee as a fully functional application. Updates are made via the internet download. The licensee is responsible for the correct installation of the latest updates. When the licensee uses a specially "tailor made" version or module of Safexpert that has been developed to his requirements, an extra service contract is necessary.

Changes, modifications or expansion wishes are not included within this service contract. For delivered updates the terms of use are determined by the conditions within the Safexpert licence contract. The system requirements for new versions (operating system, processor performance, main memory, hard disc requirements, etc.) may differ from the original delivered version.

4.2 Servicing the data packages (*bibliographic data*) of standards and directives via Internet

This is the access to the standards-TITLES database on the StandardsManager Live Server.

IBF offers a standards- and directives-TITLES database to the so called StandardsManager Live Server via internet.

Subject to the annual service contract fee the licensee has the right to search for relevant documents-titles via internet database within the bibliographic data on the Standards Manager Live Server and also run the Standards Manager update wizard. The update of the standards-titles-database on the Standards Manager Live Server is carried out approximately monthly.

Attention! The database contains bibliographic data. Within the data packages there are NO FULL-TEXT documents included. The conditions for the actualization of the full-text documents are included in article 4.3.

For the installation at the licensee and for the interactive actualization of the company favourites the licensee is responsible by himself.

The in this document and in the Safexpert price list mentioned unit prices apply to the actualization of one (1) Safexpert database.

This means that the annual fee for network-installations only has to be paid once. If several database installations are made within one enterprise, the accounting of the annual fee has to be made for every database separately.

IBF or their partners do not assume liability for eventual errors and falsity or incompleteness of the data included in the Standards Manager Live Server.

Because IBF obtains the actualizations of the bibliographic data totally or partly from third parties, IBF has the unidirectional right to stop the delivery of the arranged actualization-offers short-dated when the sub-supplier may not meet his contractual defined terms and conditions of delivery. Eventually already paid annual fees have to be paid back to the licensee aliquot.

The licensor does not warrant the functioning of the necessary internet connection as well as for the permanent availability of the Standards Manager Live Server.

4.2.1 Data package MRL-EU

The data package „MRL-EU“ contains data records (bibliographic data) to directives and standards, that are/were published in the Official Journal of the European Union in terms of the Machinery Directive; Contains supsets from: CEN, CENELEC, EU

4.2.2 Data package EU Plus

The data package „EU Plus“ contains data records (bibliographic data) to directives and standards, that are/were published in the Official Journal of the European Union in terms of Low-voltage-, EMC-, ATEX- or Pressure Equipment Directive; Contains supsets from: CEN, CENELEC, EU.

4.2.4 Data package ON/ÖVE (Austrian Standards Institute)

These data records (bibliographic data) are provided by the Austrian Standards Institute and contain information on Austrian standards in various subject areas.

4.3 Service contract for the standards packages "Safexpert Standard" and "Safexpert Standard Plus"

These two standards packages „Standard“ and „Standard Plus“ contain important European standards in the field „Safety of machinery“ in original text. The standards are provided in cooperation with the Austrian Standards Institute (www.as-institute.at) in format PDF.

Attention! Beside the standards that are included within those two packages there do exist a lot of further standards and technical specifications in the field „Safety of machinery“ as well as in other subject areas. These standards packages and service contracts therefore only include a subset and small numeration and actualization of standards that might be of importance for the licensee!

The service contract for the standards packages includes the actualization of those standards in PDF that are contained in the standards packages „Safexpert Standard“ and „Safexpert Standard Plus“. The actualization service DOES NOT CONTAIN the actualization of any further standards or standards packages.

Within the service contract “Professional” and “Standard Plus” all standards updates are free of charge during the service contract period. The licensee may download the standards package and also standards changings from the Safexpert Live Server via StandardsManager actualization wizard in Safexpert. The licensee is responsible for the actualization run himself.

A return consignment or a non-acceptance of already delivered standards from the licensee back to the licensor is not possible.

4.4 Multi-user access to standards and standards packages within an annual subscription

In combination with the standards packages “Standard” and “Standard Plus” Safexpert offers so called net-licenses for multi-user access to those standards packages:

- Net-license “Standard” for up to 5 users at the same time
- Net-license “Standard” for up to 10 users at the same time
- Net-license “Standard” for up to 15 users at the same time
- Net-license “Standard Plus” for up to 5 users at the same time
- Net-license “Standard Plus” for up to 10 users at the same time
- Net-license “Standard Plus” for up to 15 users at the same time

In addition to those packages net-licenses for simultaneous access to single standards are available as well.

5 Price adjustments

The licensor has the right to adjust the prices for the service contracts to the maturity date according to the actual price list. Should the licensee notice the adjustment only in the course of the annual payment he then also has the right to resign the service contract after the time-limit according to clause 6.

6 Service contract period and accounting

The service contract gets concluded for the duration of each twelve months in advance. The validity gets extended for the duration of further twelve months if he does not get resigned from one of the contracting parties at the latest four weeks before the expiration of the contract by registered post.

Because IBF obtains some actualizations and data totally or partly from third parties, IBF has the unidirectional right to stop the delivery of the arranged actualization offers short-dated when the sub-supplier may not meet his contractual defined terms and conditions of delivery. Eventually already paid annual fees have to be paid back to the licensee aliquot.

7 Annual fees

| Service contract | Service charge | | See clause | Note |
|---------------------------------------|---|--|------------|---|
| | First license | Follow-up license | | |
| Safexpert Basic | € 190,00 <small>(Art. 4001-WV-ELEN)</small> | € 125,00 <small>(Art. 4001-WV-FLEN)</small> | | |
| Safexpert Compact | € 370,00 <small>(Art. 4002-WV-ELEN)</small> | € 240,00 <small>(Art. 4002-WV-FLEN)</small> | | |
| Safexpert Professional | € 520,00 <small>(Art. 4003-WV-ELEN)</small> | € 240,00 <small>(Art. 4003-WV-FLEN)</small> * Only available in combination with the „Net-license Standard“ (Art. 3300). | | |
| Safexpert StandardsManager | € 180,00 <small>(Art. 4004-WV-ELEN)</small> | € 115,00 <small>(Art. 4004-WV-FLEN)</small> | | Included in the service contracts „Compact“ and „Professional“. |
| Check- and Acceptance Assistant (CAA) | € 140,00 <small>(Art. 4010-WV-ELEN)</small> | € 90,00 <small>(Art. 4010-WV-FLEN)</small> | | |
| Standards package „Standard Plus“ | € 310,00 <small>(Art. 9940-WV-ELEN)</small> * Only available in combination with Art. 4003-WV-ELEN. | Free * Only available in combination with the „Net-license Standard Plus“ (Art. 3400). | 4.3 | |
| MRL-EU | € 340,00 <small>(Art. 4020-WV-ELEN)</small> | Annual fee only per database installation, not per license! | 4.2.1 | |
| EU Plus | € 340,00 <small>(Art. 4021-WV-ELEN)</small> | | 4.2.2 | |
| ON/ÖVE | € 510,00 <small>(Art. 4022-WV-ELEN)</small> (Free of charge in combination with MRL-EU and EU Plus) | | 4.2.3 | |

Information: The actual prices of the service contracts may be adjusted according to clause 5. The actual prices are displayed in the IBF price list at www.safexpert.eu/downloads .

8 Conclusion of this contract

This contract comes to an agreement between the licensee by sending the purchase order and by delivery and accounting by the licensor. There is no necessity of a separately signing of the contract by the contracting parties.

For the licensor:
IBF-Automatisierungs- und
Sicherheitstechnik GmbH
Bahnhofstraße 8
6682 Vils
Austria