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# General Terms and Conditions of Contract of AKI GmbH (Provider) for the Maintenance of Hardware -WH AKI-

(Version 2.1E – July 2026)

## A. Objects of the contract

### A 1. Maintenance item

The Provider shall provide the maintenance services agreed below only for the agreed hardware (hereinafter: "maintenance item") against the agreed remuneration.
Said maintenance shall not include any services in connection with the deployment (or use) of the maintenance item under conditions not provided for in the contract or changes, including changes of location, to the maintenance item by the Customer or by third parties. The clarification of interfaces to third-party systems, installation or configuration support are also not included.
Furthermore, the repair of damage caused by wilful misconduct or *force majeure* are hereby excluded.
The Provider shall provide the following maintenance services:

### A 2. Preventive maintenance

Preventive maintenance serves to maintain the functioning maintenance object. It shall be carried out on the basis of a maintenance procedure specified by the Provider according to type and scope or, if contractually agreed, according to the maintenance procedure provided by the manufacturer of the maintenance item.

### A 3. Fault management

3.1 Acceptance of fault reports from the Customer
During its normal business hours, the Provider shall accept fault reports from the Customer, assign each one an identifier, allocate it to the agreed fault categories and, on the basis of said allocation, carry out the agreed measures for the analysis and elimination of faults. Clause 3.4 AV AKI shall apply accordingly to fault reports. Upon the Customer's request, the Provider shall confirm receipt of a fault report to the Customer and inform the Customer of the assigned identification.
Fault management does not include services that are related to the use of the maintenance item in non-approved operating environments, or to modifications of the maintenance item by the Customer or third parties.
3.2 Assignment to fault categories
Unless otherwise agreed, the Provider shall assign fault reports received (Clause 3.1) to one of the following categories:
a) Serious fault
The fault is due to a defect in the maintenance item, which makes its use impossible or only permits it with serious restrictions. The Customer cannot reasonably circumvent this problem and, therefore, cannot complete tasks that cannot be postponed.
b) Other fault
The fault is based on a defect of the maintenance item which restricts its use by the Customer to a more than insignificant extent, without serious malfunction.
c) Other message
Fault reports which do not fall into categories a) and b) are assigned to other messages. These shall only be handled by the Provider in accordance with the agreements made for this purpose.
3.3 Implementation of measures for fault rectification
In the case of reports concerning serious faults and other faults, the Provider shall, unless otherwise agreed, initiate appropriate measures within the response times in accordance with Clause 3.4 on the basis of the circumstances communicated by the Customer, in order to first localise the cause of the fault. If the reported fault does not transpire to be a defect inherent in the maintenance item after initial analysis, the Provider shall notify the Customer thereof without delay.
Otherwise, the Provider shall initiate appropriate measures for further analysis and for the elimination of the reported fault, unless otherwise agreed, within the response times pursuant to Clause 3.4. The Customer shall immediately implement measures communicated to it for the elimination of faults and then immediately report any remaining faults to the Provider once again.
3.4 Response times
If a fault is reported within normal business hours by 10 a.m., the Provider shall begin with appropriate measures on the same working day. In the event of reports reaching the Provider after 10 a.m., the Provider shall commence with appropriate measures on the next working day.

### A 4. Contact point (Helpdesk)

4.1 Establishment of a contact point
The Provider shall set up a contact point for the Customer (Helpdesk). This contact point shall process the Customer's enquiries in connection with the technical requirements and conditions of use of the maintenance item, as well as individual functional aspects.
4.2 Acceptance and processing of enquiries
The Customer shall designate to the Provider only those personnel with the appropriate professional and technical qualifications who are entrusted internally at the Customer with the processing of enquiries from the users of the maintenance item. Only this personnel named vis-a-vis the Provider shall address requests to the Helpdesk and, insofar as forms have been provided by the Provider, shall use them for said requests. The Helpdesk will accept such requests by email, fax and telephone during the Provider's normal business hours.
The Helpdesk will process proper requests and respond as far as possible. The Helpdesk may refer to documentation and other educational resources available to the Customer for the maintenance item, in order to provide an effective response.

### A 5. Provision of materials and additional services

Unless otherwise agreed, the provision of consumables, wearing parts or spare parts shall not be the subject of the services under this contract. If the Customer accepts consumables, wearing parts or spare parts from the Provider, the VH AKI (Contractual Conditions for the Sale of Hardware) shall apply.
Services exceeding the scope of Clauses A 2. to A 4. are not owed under this contract; they shall require a separate agreement and are to be remunerated separately in addition thereto. This may, for example, relate to additionally agreed on-site assignments at the Customer's premises, advice and support in the event of a changed operating environment, the clarification of interfaces to third party systems, installation and configuration support.

## B. General provisions

### B 1. Term

1.1 Unless otherwise agreed, the maintenance contract shall commence upon delivery, or upon installation, if installation has been ordered from the Provider, in accordance with the purchase contract for the maintenance item.
1.2 The maintenance contract can be terminated in writing with a notice period of 3 months to the end of a contractual year. If a minimum term has been agreed, the maintenance contract may be terminated for the first time at the end of the minimum term. The right to terminate without notice for good cause shall remain unaffected.
1.3 Notice of termination shall only be effective in writing.

### B 2. Remuneration

2.1 Flat-rate remuneration
The Customer shall remunerate the agreed maintenance services from A 2., A 3. and A 4. by way of continuous flat-rate. Unless otherwise agreed, consumption, wear and tear or spare parts are not covered by the payment of this continuous flat-rate. Said maintenance remuneration shall be owed in advance in the billing period and will be invoiced by the Provider to the Customer at the beginning of the billing period. In principle, the billing period is the contract year.
2.2 Remuneration for consumption, wear and spare parts
Unless otherwise agreed, consumption, wear and tear or spare parts which the Provider provides to the Customer within the framework of the support process (A 2.) or with the Customer's consent, or to an extent appropriate to the value of the maintenance object, shall be remunerated separately in accordance with VH AKI (Contractual Conditions for the Sale of Hardware).
2.3 Remuneration for additional services
Additional services not covered by way of flat-rate remuneration shall be remunerated in accordance with Clause 2.1 of the AV AKI.
2.4 Adjustment of the remuneration
The Provider may adjust the remuneration to general list prices on a calendar year basis.
The Customer shall have the right to terminate the agreement if said flat-rate remuneration increases by more than 5% per cent. The Provider shall give the Customer three months' notice of such an increase. The Customer may terminate the contract within one month of receipt of such an increase. Clause B 1.3 shall apply to the termination.

### B 3. Right of use of supplied software

The Customer's rights of use to new versions and other corrections of the software delivered in connection with the hardware shall correspond to the rights of use to the previous version. With regard to the rights of use, the rights to the new versions and other corrections shall replace the rights to the previous versions and other corrections.

### B 4. Obligations of the Customer

4.1 The Customer shall notify the Provider without delay of any changes to the deployment environment. The Customer shall ensure that the maintenance item is only used in an approved deployment environment.
4.2 Unless otherwise agreed, the Customer shall additionally store all documents, information and data handed over to the Provider in such a way that they can be reconstructed in the event of damage to (or loss of) data carriers.

### B 5. Implementation

The performance of maintenance shall be subject to the proviso that the Provider itself is supplied by its respective upstream Provider in good time and in accordance with the contract.
Consumables, wear parts or spare parts used are either new or equivalent to new parts with regard to their usability.

### B 6. Data protection

6.1 Insofar as the Provider is able to access personal data of the Customer or from the Customer's sphere of influence, the Provider shall act exclusively as a processor and shall process and use such data only for the performance of the contract. The Provider shall comply with the Customer's instructions for the handling of such data. The Customer shall bear any adverse consequences of such instructions for the performance of the contract. The

Customer shall agree with the Provider the details for the Provider's handling of the Customer's data in accordance with the requirements of data protection law.

6.2 The Customer remains the responsible party both generally in the contractual relationship and in terms of data protection law. The following shall apply to the relationship between the Provider and the Customer: vis-a-vis the data subject, the Customer shall be responsible for the processing (including the collection and use) of personal data, except to the extent that the Provider is responsible for any claims by the data subject due to a breach of duty attributable to the Provider. The Customer shall be responsible for examining, processing and responding to any enquiries, requests and claims by the data subject. This shall also apply in the event of a claim asserted against the Provider by the data subject. The Provider shall support the Customer within the scope of its obligations.

6.3 The Provider warrants that data of the Customer will be processed exclusively in the territory of the Federal Republic of Germany, in a Member State of the European Union or in another Contracting State of the Agreement on the European Economic Area, unless otherwise agreed.

**B 7. Validity of the AV AKI**

The General Terms and Conditions of Contract of AKI (AV AKI) shall apply in addition.