

Safexpert Maintenance Contract (Version 09/2013)

1 General information

The provisions defined in this contract apply to updates of the Safexpert software system and to user support (hotline).

Having priority over this maintenance contract are

- all provisions of the contract regarding the use of software products against payment between Leuze electronic GmbH + Co. KG, In der Braike 1, D-73277 Owen, Germany, and the licensee. This contract is printed in the Safexpert user's guide and is displayed during the installation of Safexpert.
- the usage conditions for standards in the original text. This contract can be found in Appendix I and is displayed during the installation of standards packages "Standard" or "Standard Plus".

2 Definitions

Licensee: person who purchased the usage rights specified in the aforementioned contracts.

Licensor: Leuze electronic GmbH + Co. KG, In der Braike 1, 73277 Owen, Germany

3 Hotline

The maintenance contract includes free support via telephone or e-mail in the scope of the established maintenance variant.

The hotline operating hours are:

Monday – Friday (except holidays) 9:00 a.m. – 12:00 p.m. and 1:00 p.m. – 4:00 p.m.
(CET)

Ph.: +49 (0) 8141 / 5350 - 111

E-mail: safexpert@leuze.de

The licensee is not entitled to free on-site support. Not included are detailed consultations regarding CE-certification and extensive software training by telephone.

Maintenance does not include checking and any necessary corrections to the licensee's databases. These services are offered by the licensor or an appropriate partner for a fee.

4 Maintenance variants

All Safexpert maintenance service is divided into three parts:

- 1) Maintenance of the Safexpert software system (4.1)
- 2) Updating the data packages (bibliographic data) of standards and directives via the Internet (4.2)
- 3) Maintenance of standards packages "Standard" and "Standard Plus" (4.2.3)

The licensee can freely select the configuration level of the maintenance contract.

4.1 Maintenance of the Safexpert software system

The licensee receives the respective latest program versions of Safexpert in the configuration level (modules) purchased by the licensee. The licensor agrees to provide to the licensee the new software versions at no additional charge upon payment of the maintenance fee. This does not include new software modules.

The new versions are provided to the licensee in the form of separate program versions. Updates are performed by the licensee by means of a download from the Internet (Internet update). The licensee is responsible for the correct installation of the respective new versions.

Requests for changes, adaptations or expansions are not included in the maintenance contract.

The provisions of the Safexpert license agreement apply for the supplied updates.

The system requirements for the new program versions (operating system, computer performance, RAM, disk space,...) may deviate from the requirements of the originally supplied version. The current system requirements can be downloaded from <http://www.leuze.com>.

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

The software manufacturer of Safexpert, IBF, operates a standards and directives database on the so-called Safexpert Live Server on the Internet. Subject to payment of the maintenance fee, the licensee receives the right to update the data packages purchased within the scope of his order (see 4.2.1, 4.2.2 and 4.2.3) via the Internet. The data for the standards and directives is updated on the NormManager Live Server approximately monthly.

Attention! The data packages contain bibliographic data. The data packages contain NO full-text documents. The conditions for updating the full text documents are stated in section 4.2.3.

The licensee is responsible for the installation at the licensee's location and for the interactive updates of the company favorites.

The listed individual prices apply for the update of one (1) Safexpert database. This means that the annual fee for network solutions is charged only once. If multiple databases are installed at a company, the annual fee is charged for each database.

Leuze electronic or their cooperation partners assume no liability for any errors or omissions in data sets on the Safexpert Live Server.

The licensor provides no guarantee for the function of the necessary Internet connection or for the continuous availability of the NormManager Live Server.

4.2.1 Data package MRL-EU (SE-MCD/MD)

Data package MRL-EU (SE-MCD/MD) contains the current entries of the European documents that are or were published in the Official Journal of the European Union under the terms of the Machinery Directive.

Furthermore, the data packages include additional standards details, such as key words and areas of application of the respective standards.

4.2.2 Data package MRL-EU-Plus (SE-MCD/ED)

Data package MRL-EU-Plus (SE-MCD/ED) contains the current entries of the European documents that are or were published in the Official Journal of the European Union under the terms of the Low Voltage, EMC, ATEX, or Pressure Equipment directives.

Furthermore, the data packages include additional standards details, such as key words and areas of application of the respective standards.

4.2.3 Data package ON/ÖVE (Austrian Standards Institute)

Data package ON/ÖVE (SE-MCD/ON) includes the information provided by the Austrian Standards Institute on Austrian standards, laws and regulations in a wide range of subject areas.

4.3 Maintenance of standards packages "Standard" and "Standard Plus"

Standards packages "Standard" and "Standard Plus" contain important European standards from the area of "safety of machinery" in the original text. The standards are offered in cooperation with the Austrian Standards Institute (<https://www.austrian-standards.at/home/>) in PDF format.

Maintenance includes updates of those standards that are included in the respective package. The update service includes NO updates of other standards or standards packages.

The update service for the "Standard" standards package is included only in the maintenance of the PROFESSIONAL basic package and is not available separately.

Within the scope of maintenance contracts "Professional" and "Standard Plus", all standards updates of the "Standard" and "Standard Plus" standards packages are free of charge during the contract period. The licensee receives authorization to download the standards from the Safexpert Live Server; the standards can be downloaded by the licensee during a NormManager update. The licensee is responsible for performing the download.

Return or non-acceptance of standards that have already been made available to the licensee is not possible.

Attention! In addition to the standards contained in these packages, there are many other relevant standards and technical specifications in the area of "safety of machinery" and other subject areas. This is thus only the listing and updating of a small subset!

4.4 Simultaneous access to standards and standards packages for multiple users as an annual subscription (network licenses)

In combination with standards packages "Standard" and "Standard Plus", Safexpert offers so-called network licenses. These authorize up to 5 logged-in users to simultaneously access the standards packages purchased by the licensee.

In addition, a network license for individual standards can also be purchased.

5 Price adjustments

The licensor has the right to adjust the prices for the maintenance contracts up to the due date of the maintenance fee according to the current price list.

Should the licensee not notice the price increase until the receipt of the annual invoice, he has the right to terminate the maintenance contract within four weeks. The cancellation period defined in section 6 does not apply in this case.

6 Contract period and invoicing

The maintenance contract is concluded in advance for a period of twelve months. It is automatically extended by another twelve months if not terminated in writing by one of the contract parties at least four weeks prior to expiration of the contract.

If a maintenance contract already exists, newly ordered maintenance contracts are invoiced on a pro rata basis: the first invoice period spans from the time of the order to the regular invoicing date of the existing contract. From this time on, all items are invoiced together and in full on an annual basis.

Because Leuze electronic obtains some updates of the data for standards and directives in whole or in part from third parties, Leuze electronic reserves the unilateral right to cease the agreed-upon updates on short notice if the sub-suppliers do not meet their contractually defined terms and conditions of delivery. Any already paid maintenance fees will be refunded to the licensee on a pro rata basis in this case.

7 Conclusion of this contract

This contract is concluded by way of the purchase order by the licensee and delivery and invoicing by the licensor.

No separate signatures are required by the contract parties.

Licensor:

Leuze electronic GmbH + Co. KG
In der Braike 1
D-73277 Owen / Germany

8 Overview of Safexpert maintenance contracts

Notice: All elements underlined in red are recommendations for effectively using the respective configuration level.

| | BASIC | | COMPACT | | PROFESSIONAL (Standards in German) | | PROFESSIONAL (Standards in English) | | Operation without basic package | |
|---|----------------------|----------------------|----------------------|----------------------|------------------------------------|--|-------------------------------------|--|---------------------------------|----------------------|
| | First license | Additional license | First license | Additional license | First license | Additional license | First license | Additional license | First license | Additional license |
| | SE-BPB/F 600192 | SE-BPB/S 600193 | SE-BPC/F 600194 | SE-BPC/S 600195 | SE-BPP/FD 600196 | SE-BPP/SD 600197 | SE-BPP/FE 600198 | SE-BPP/SE 600199 | | |
| Maintenance – software system Maintenance contracts as annual flat-rate Automatic adaptation of your software to current specifications from laws, directives or standards | | | | | | | | | | |
| BASIC maintenance contract | | | | | | | | | | |
| • Free updates to the respective current program version | SE-MCB/F 600170 | SE-MCB/S 600171 | - | - | - | - | - | - | - | - |
| COMPACT maintenance contract | | | | | | | | | | |
| • Free updates to the respective current program version | - | - | SE-MCC/F 600172 | SE-MCC/S 600173 | - | - | - | - | - | - |
| PROFESSIONAL maintenance contract | | | | | | | | | | |
| • Free updates to the respective current program version | - | - | - | - | Notice: | | | | - | - |
| • Update of the Standard standards package in the event of changes to standards | - | - | - | - | SE-MCP/F 600174 | SE-MCP/S 600175 | SE-MCP/F 600174 | SE-MCP/S 600175 | - | - |
| Test and acceptance wizard | | | | | | | | | | |
| • Free updates of the wizard | SE-MCPAA/F 600117 | SE-MCPAA/S 600118 | SE-MCPAA/F 600117 | SE-MCPAA/S 600118 | SE-MCPAA/F 600117 | SE-MCPAA/S 600118 | SE-MCPAA/F 600117 | SE-MCPAA/S 600118 | SE-MCPAA/F 600117 | SE-MCPAA/S 600118 |
| • Free updates of the test list in accordance with Machinery Directive 2006/42/EC | | | | | | | | | | |
| Maintenance – standards packages Maintenance contracts as annual flat-rate | | | | | | | | | | |
| Maintenance contract StandardPlus standards package | | | | | | | | | | |
| • Update of standards package StandardPlus in the event of changes to standards | - | - | - | - | SE-MCN/F 600176 | Per maintenance contract network license | SE-MCN/F 600176 | Per maintenance contract network license | - | - |
| Network license Recommended maintenance contracts for up to 5 simultaneous accesses as annual flat-rate | | | | | | | | | | |
| • For Standard standards package | - | - | - | - | - | SE-NPNS 600143 | - | SE-NPNS 600143 | - | - |
| • For StandardPlus standards package | - | - | - | - | - | SE-NPNP 600140 | SE-NPNP 600140 | SE-NPNP 600140 | - | - |
| Maintenance – data packages Maintenance contracts as annual flat-rate | | | | | | | | | | |
| Maintenance contract Data package MRL-EU | | | | | | | | | | |
| <ul style="list-style-type: none"> Continuous access to so-called Safexpert Live Server for researching standards titles Bibliographic data of the company favorites to be updated via the Internet Scope: harmonized standards of the Machinery Directive NO documents in full text | German | - | SE-MCD/MD 600178 | - | SE-MCD/MD 600178 | - | SE-MCD/MD 600178 | - | - | - |
| | English | - | SE-MCD/ME 600168 | - | SE-MCD/ME 600168 | - | SE-MCD/ME 600168 | - | - | - |
| Maintenance contract Data package EU-Plus | | | | | | | | | | |
| <ul style="list-style-type: none"> Continuous access to so-called Safexpert Live Server for researching standards titles Bibliographic data of the company favorites to be updated via the Internet Scope: harmonized standards of the EMC, ATEX, Low Voltage and Pressure Equipment directives NO documents in full text | German | - | SE-MCD/ED 600179 | - | SE-MCD/ED 600179 | - | SE-MCD/ED 600179 | - | - | - |
| | English | - | SE-MCD/EE 600169 | - | SE-MCD/EE 600169 | - | SE-MCD/EE 600169 | - | - | - |

9 Annual fees

| Part no. | Article | Description | Annual flat rate |
|----------|------------|---|------------------|
| 600170 | SE-MCB/F | Maintenance – Safexpert BASIC, first license for SE-BPB/F ¹⁾ | € 190.00 |
| 600171 | SE-MCB/S | Maintenance – Safexpert BASIC, additional license for SE-BPB/S ¹⁾ | € 121.00 |
| 600172 | SE-MCC/F | Maintenance – Safexpert COMPACT, first license for SE-BPC/F ¹⁾ | € 363.00 |
| 600173 | SE-MCC/S | Maintenance – Safexpert COMPACT, additional license for SE-BPC/S ¹⁾ | € 232.00 |
| 600174 | SE-MCP/F | Maintenance – Safexpert PROFESSIONAL, first license for SE-BPP/F ¹⁾ | € 499.00 |
| 600175 | SE-MCP/S | Maintenance – Safexpert PROFESSIONAL, additional license for SE-BPP/S ^{1), 3)} | € 232.00 |
| 600143 | SE-NPNS | Annual subscription for network license for standards package "Standard" for up to 5 simultaneous accesses for SE-NPSD, SE-BPP/S | € 230.00 |
| 600176 | SE-MCN/F | Standards package – "SE Standard Plus" for SE-NPP | € 275.00 |
| 600140 | SE-NPNP | Annual subscription for network license for standards package "Standard Plus" for up to 5 simultaneous accesses for SE-NPPD | € 780.00 |
| 600178 | SE-MCD/MD | Data package – MRL-EU, German, for CE certification in accordance with Machinery Directive for SE-BPC, SE-BPP, SE-ASN ²⁾ | € 334.00 |
| 600179 | SE-MCD/ED | Data package – MRL-EU-Plus, German, for CE certification in accordance with EMC, ATEX, LV directives for SE-BPC, SE-BPP, SE-ASN ²⁾ | € 334.00 |
| 600117 | SE-MCPAA/F | Maintenance contract – test and acceptance wizard, updates of the test list in accordance with Machinery Directive 2006/64/EC, first license ¹⁾ | € 130.00 |
| 600118 | SE-MCPAA/F | Maintenance contract – test and acceptance wizard, updates of the test list in accordance with Machinery Directive 2006/64/EC, additional license ¹⁾ | € 90.00 |

- 1) The annual flat rate is charged per corresponding license. Further information can be found in section 4.1.
- 2) The annual flat rate is charged per server installation. Further information can be found in section 4.2.
- 3) Only in combination with annual subscription for "network license standard" (SE-NPNS)

Notice: The update service for standards package "Standard" is included only in the maintenance of the PROFESSIONAL basic package and is not available separately.