

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 hardware and software referred to in Appendix A 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 updates and the supplied hardware. Updates of integrated third-party products are not subject of the contract. In Appendix A, these products are marked by *).

II. Scope of the updates

The updates are intended for operating the product 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 <http://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 older 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 requires authentication 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 five 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) Within these five years Ferrari electronic will exchange defective hardware with equivalent hardware if repair is not possible or economically disadvantageous. Should communications hardware supplied by Ferrari electronic fail, Ferrari electronic shall dispatch a replacement module by courier service within one working day of receipt of notification. This does not apply when the defective hardware is located outside the European Union. This does not apply if more than one year has passed between the initial sale and closure of the agreement.
- 3) 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, but ends automatically after a period of 5 years. 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 1.83% of the total of the list prices of all products from Ferrari electronic deployed by the Customer in accordance with Appendix A, 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 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) In the case the customer uses products which were not previously reported, these products will be backdated to the date of their acquisition and charged with a 1.5 factor.
- 4) Ferrari electronic shall issue invoices in January and June for the costs in advance covering a period of 6 months with a term of payment of 30 days.

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

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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]

Ferrari electronic AG

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Customer

