

## Remote maintenance agreement

Between

(Company name)

(Street, house number)

(Post code, location)

hereafter ordering party

and the

SKS-Kinkel Elektronik GmbH  
Im Industriegebiet 9  
56472 Hof

hereafter SKS,  
together hereafter contract partners,

the following Remote maintenance agreement is concluded:

### 1 Contractual object

- 1.1 SKS provides IT support services (consulting and support services) for the ordering party in relation to the SKS IP product operated by the ordering party. The responsibility for success lies with the ordering party. Contractual work services are not subject to the agreement.
- 1.2 SKS supports the ordering party both in the initial setup and configuration the SKS IP product as well as in searching for and rectifying errors during operation.
- 1.3 SKS shall provide the aforementioned services exclusively by way of remote maintenance.

### 2 Setup and configuration

- 2.1 The ordering party has purchased an SKS IP product and would like to expand its functions to include the use of the SKS app. For this purpose, some settings must be made by SKS directly at the SKS IP product. SKS will assist the ordering party in setting up and configuring the SKS IP product and will make the corresponding settings.
- 2.2 The ordering party will support SKS in the provision of the contractually agreed services to a reasonable extent. The specific service to be provided shall only be determined within the scope of the remote maintenance. The ordering party shall grant SKS the necessary authorisations and ensure the necessary entry and access authorisations. The client shall provide SKS with the necessary information and documents in full and in good time.
- 2.3 Preparing the registration data is the sole responsibility of the ordering party. SKS will act in an advisory capacity only here and shall in particular not provide any instructions on preparing of sufficiently secure registration data.

### 3 Search and correction of faults

- 3.1 SKS will support the ordering party in searching for and correcting of faults in regards to the operation of the SKS IP product.
- 3.2 The ordering party will describe any faults and problems occurring or respectively the sequence of system failures as precisely as possible. If SKS is not provided with a comprehensible description, SKS shall point out the deficiencies in the fault description to the ordering party. If a more precise description cannot be provided, SKS is entitled to charge the additional costs for the fault diagnosis.
- 3.3 The ordering party is solely responsible for the current data backup in a suitable form, which also ensures a timely and economically reasonable recovery of the data.

### 4 Remote maintenance

- 4.1 SKS shall provide the IT support services exclusively by way of remote maintenance. The operator and SKS will each bear their own connection costs to the internet.
- 4.2 Remote access at the ordering party's premises is required for the performance of remote maintenance. The technical equipment required for this must be provided by the client.
- 4.3 The ordering party is aware that electronic and unencrypted communication bear security risks. The ordering party will therefore not assert any claims in this type of communication based on the lack of encryption, as the use of non-encrypted communication channels cannot be completely ruled out in the context of the provision of services.
- 4.4 The ordering party is aware that during remote maintenance services by SKS the SKS IP product and attached applications may possibly be limited in their function or may not function at all.

## 5 Time and location of service

5.1 SKS provide IT support services during normal business hours from Monday to Thursday between 7:30 a.m. and 4:30 p.m. and on Fridays from 7:30 a.m. to 1:00 p.m. The place of business of SKS is decisive for the determination of public holidays.

5.2 The place of performance is the registered office of SKS.

## 6 Remuneration

The IT support services provided by SKS are remunerated according to the actual time spent. The first 30 minutes are free of charge, after that we charge for every 15 minutes or part thereof. For extensive topics, we will prepare a quotation.

## 7 Contractual period

The contract ends when the remote maintenance is terminated.

## 8 Liability

8.1 The liability of SKS, regardless of the legal basis, is limited to the foreseeable damage typical of the contract. This applies in particular if damage to the operator is based on a breach of his contractual obligations under these provisions.

8.2 This does not apply to the breach of essential contractual obligations, i. e. contractual obligations, the fulfillment of which enables the proper execution of the contract in the first place and on the compliance of which the operator regularly trusts and may rely (cardinal obligations), to damage to body, life and health, for willful or grossly negligent breaches of duty by SKS, their legal representatives or vicarious agents, for liability under the Product Liability Act or for claims arising from guarantees.

8.3 For the period of limitation legal requirements apply.

8.4 The objection of contributory negligence remains unaffected for SKS.

## 9 Privacy

9.1 The contractual partners are obliged to treat all confidential information received in the context of the contractual relationship - in particular business and trade secrets - as confidential for an unlimited period of time. In particular, the recipient of confidential information is prohibited from making confidential information accessible to third parties or from giving third parties access to it.

9.2 The ordering party must ensure that the data protection requirements are complied with. Remote maintenance is carried out as data processing on behalf of Art. 28 GDPR. The ordering party is responsible for the legitimacy of remote maintenance under data protection law. SKS process the data according to the European and federal data protection regulations.

## 10 Concluding provisions

10.1 German law applies exclusively, excluding the provisions of the UN sales law.

10.2 The exclusive place of jurisdiction for all disputes arising from or in connection with this contract is the registered office of SKS. As the plaintiff, SKS is also entitled to choose the place of jurisdiction at the ordering party's registered office.

Reason for remote maintenance (Description of fault, mandatory field)

Signature

Stamp

Date