



SAFEXPERT SERVICE AGREEMENT

entered into between

IBF Solutions GmbH	and
Bahnhofstraße 8	
6682 Vils	
Austria	
FN 477543 w High Court Innsbruck	

hereinafter referred to as „IBF“

hereinafter referred to as „Contractual Partner“

as follows:

1. Preamble

1.1 The Contractual Partner is authorized to use the version of the software system “Safexpert” (hereinafter referred to as “Software”) as set out in the License Agreement with IBF, as well as all related accessory programmes, exemplary data files, software-documentations as well as other related material.

2. Subject of this Agreement

2.1 For the term and pursuant to the provisions of this Service Agreement, the Contractual Partner instructs IBF to provide the maintenance services as set out in Annex ./2.1. (hereinafter referred to as “Maintenance Services”) and agrees to pay the fees as set out in IBF’s current pricelist which can be found under www.ibf-solutions.com. It is expressly agreed that examination and revision of the Contractual Partner’s database shall not be included in the Maintenance Services.

2.2 IBF shall invoice the agreed fees separately.

2.3 For the term of this Service Agreement, IBF shall provide free of charge support to the Contractual Partner’s Safexpert administrator in connection with the Maintenance Services and this support shall be available by telephone under +43 (0) 5677 53 53 - 40 or by e-mail under support@ibf-solutions.com in German or English, on working days from Monday to Friday from 8:00 am to 12:00 am and 1:00 pm to 4:30 pm. It is expressly agreed that this support shall not include consultation in relation to CE marking or software training and neither shall free of charge support on site be included. IBF reserves the right to commission employees of partner companies with the hotline support referred to above.

3. Contractual Partner’s Duties

3.1 Should the Contractual Partner be provided with data as a result of entering into this Service Agreement, this shall take place by providing the Contractual Partner with downloads, with data media or by way of providing access to online data bases. The Contractual Partner alone shall be responsible for the installation of the respective downloads provided as well as for the interactive updates.



4. Term of the Agreement

- 4.1 This Service Agreement shall enter into effect upon signing by the parties and for the duration of one (1) year. Should neither of the parties choose to terminate this Service Agreement latest four (4) weeks before the respective end of the term by way of registered letter, the term shall automatically be extended for one (1) further year. IBF shall have no duty to provide information in relation to any available software updates or Maintenance Services after termination of this Service Agreement.
- 4.2 In the case of an automatic extension of this Service Agreement, the parties agree that the fees as set out in IBF’s pricelist shown on www.ibf-solutions.com and valid when the Service Agreement is extended shall apply.
- 4.3 Notwithstanding any other provisions of this Service Agreement, IBF shall have the right to amend, reduce or cease to provide the Maintenance Services unilaterally and at its sole discretion, should its data suppliers amend, reduce or cease to provide their services themselves. In such a case, fees already paid for shall be reimbursed pro-rata to the Contractual Partner.

5. Miscellaneous

- 5.1 The parties agree that the General Terms and Conditions of Contract, License and Use (file “GTC_IBF_2020-11-01.pdf”) shown on www.ibf-solutions.com shall apply.
- 5.2 If IBF receives potential access to personal data in terms of maintenance activities the parties will enter into a processor contract as per article 28 GDPR, whereas it has to be stated that IBF already commits itself not to process or impart personal data as far as not necessary in any manner or to make use of subcontractors. Further information to data protection is available at www.ibf-solutions.com/en/privacy-policy.
- 5.3 It is expressly agreed that further to the Maintenance Services and use of the data provided hereunder, it is absolutely essential that, in addition, the Contractual Partner itself deals with the content of the legal provisions required and applicable to the Contractual Partner’s data applications. IBF shall not be liable for the data being correct and complete.

Annex ./2.1. Maintenance Services

Vils,

.....
(legally binding signature)

.....
(legally binding signature)

Annex .1/2.1. – Maintenance Services

1. Maintenance of the Software System Safexpert

- 1.1 IBF shall provide the newest programme version of the Software for the configuration level (module) which the Contractual Partner is authorized to use by providing the Contractual Partner with an individual programme version as an internet download. The installation shall be performed by the Contractual Partner itself.
- 1.2 The provision of new modules as well as individually tailored special versions or modules as well as the change, adapting or enhancement of the Software which the Contractual Partner is authorized to use, shall not be included in the above.
- 1.3 The system requirements for the new programme versions can deviate from the requirements for the originally provided versions. It is expressly agreed that the Contractual Partner is under the duty to examine and, if applicable, provide for the relevant system requirements which can be found on www.ibf-solutions.com. before installing the respective newest programme version.

2. Online Updating Rules and Regulations Data Packages (bibliographic data)

- 2.1 IBF shall provide the Contractual Partner online access to a rules and regulations database “Safexpert Live Server” and shall provide the Contractual Partner with the right to update the data packages via the internet which the Contractual Partner has purchased.
- 2.2 IBF shall update the rules and regulations data approximately every month (depending on the data supplier); IBF however expressly does not guarantee or accept any form of liability for the data statuses on the Safexpert Live Server being complete, correct or up-to-date. IBF in particular undertakes no guarantee or liability for the performance of the required internet connection or the lasting availability of the Safexpert Live Server.
- 2.3 The **Data Package Machinery Directive (EU)** includes bibliographic data in relation to European documents which are published in the Official Journal of the European Communities in connection with the Machinery Directive (MD); it does not however include any documents in full text version.
- 2.4 The **Data Package Low Voltage Directive (EU)** includes bibliographic data in relation to European documents which are published in the Official Journal of the European Communities in connection with the Low Voltage Directive (LVD); it does not however include any documents in full text version.
- 2.5 The **Data Package EMC Directive (EU)** includes bibliographic data in relation to European documents which are published in the Official Journal of the European Communities in connection with the EMC Directive; it does not however include any documents in full text version.
- 2.6 The **Data Package Pressure Equipment Directive (EU)** includes bibliographic data in relation to European documents which are published in the Official Journal of the European Communities in connection with the Pressure Equipment Directive; it does not however include any documents in full text version.
- 2.7 The **Data Package ATEX Directive (EU)** includes bibliographic data in relation to European documents which are published in the Official Journal of the European Communities in connection with the ATEX Directive; it does not however include any documents in full text version.
- 2.8 The **Data Package RoHS Directive (EU)** includes bibliographic data in relation to European documents which are published in the Official Journal of the European Communities in connection with the RoHS Directive; it does not however include any documents in full text version.
- 2.9 The **Data Package Austrian Standards Institute** includes bibliographic data provided by the Austrian Standards Institute (Austrian Standards plus GmbH) in relation to Austrian rules, laws and regulations in various fields of law; it does not however include documents in full text version.
- 2.10 The **Data Package collection EU** includes bibliographic data in relation to European documents which are published in the Official Journal of the European Communities in connection with the Machinery-, Low Voltage-, EMC-, Pressure Equipment-, ATEX- and RoHS-Directive as well as the data from the data package Austrian Standards Institute; it does not however include any documents in full text version.

3. Maintenance of the standards packages “Machine Safety” and “Machine Safety Plus”

- 3.1 The standards packages include certain European standards in the field of “safety of machinery” in original text and are supplied in cooperation with the Austrian Standards plus GmbH via the Safexpert Live Server as PDF files.
- 3.2 It is expressly agreed that not all existing regulations in the field of “safety of machinery” are included in the standards packages; IBF therefore expressly does not guarantee or undertake any form of liability for the standards packages being complete, correct, or up-to-date.
- 3.3 The Austrian Standards plus GmbH is the author of the standards packages and the standards packages are therefore protected by copyright in favour of Austrian Standards plus GmbH. IBF is authorized to distribute the standards packages.