

**STANDARD SOFTWARE
SUPPORT &
MAINTENANCE
AGREEMENT**

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Version Control

Date	Name	Role	Version	Change
22-06-20	Ralph Borgmann	Author	1.0	
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1. Requirements

The Standard Software Support & Maintenance service terms and conditions (hereinafter "terms & conditions") apply to any product on Adopteq's (hereinafter "Supplier") current pricelist to customers. In addition, to the Supplier's General Terms and/or Software EULA (End User License Agreement), which are incorporated by reference herein and are either attached hereto, available at [End-User License Agreement \(EULA\) - Supplier's](#) or available upon request.

2. Service Description

2.1 Introduction

The customer is entitled to receive the following services for Supplier's software against payment of the agreed-upon support and maintenance fees and according to agreed-upon terms & conditions. Where the Customer holds more than one license to use any Software then the Customer is required to take product maintenance and support services for all (not partial) of the licensed Software.

2.2 Definitions

Unless the context requires otherwise, the following words and expressions shall bear the meanings set out below used in this agreement:

"Business Day" means the days from Monday to Friday excluding public holidays in country as specified in the supplier's address field on the first page of the underlying License and Maintenance Agreement that correspond with Adopteq AB's support operating days.

"Business Hour" means the hours from 8.00 am to 5.00 pm on a Business Day of the main support hub within Customer's region:

- (a) EMEA – 8 to 5 Central European Time (CET)
- (b) APJ – 8 to 5 Central European Time (CET)
- (c) US – 8 to 5 Central European Time (CET)

Support operating hours may change sometimes.

"Documentation" means the product manuals that the Supplier makes available to licensees of the Software.

"Error" means any verifiable and reproducible failure of the Software to conform to the specifications for such Software. Notwithstanding the foregoing, "Error" shall not include any such failure that is caused by: (i) the use or operation of the Software with any other software or code or in an environment other than that intended or recommended in the Documentation, (ii) modifications to the Software not made or approved by the Supplier in writing, or (iii) any bug, defect, or error in third-party Software used with the Software.

"Error Correction" means either a modification or addition to or deletion from the Software having the effect that such Software conforms to the then current specifications, or a procedure or routine that, when exercised in the regular operation of the Software, eliminates any material adverse effect on the Customer caused by an Error. An Error Correction may be a correction, workaround, fix, or product release.

“Fix” Supplier creates defect fixes at the component level to resolve specific issues. These issues may be identified in Supplier’s QA labs, or at Customer installations. Fixes are:

- (a) Tested to ensure the issue is resolved within the target configuration.
- (b) Cumulative within functional sub-components.
- (c) Periodically rolled up into planned, product releases.
- (d) Made available to other Customers via Adopteq AB's Support Portal.

“Innovation Release” means a product release intended to give Customer first access to new product capabilities. An Innovation Release has a shorter maintenance and support period compared to a Standard Release. An Innovation Release is clearly labelled as such in documentation and software download tools.

“License Agreement” means the End-User-License Agreement ([hereby EULA](#)) under which the Software is licensed to the Customer.

“Major Version” means one in which significant new features and functionality are delivered. Some but not all major versions may contain architecture changes, thus requiring a complete reinstall to upgrade, rather than the simple "in-place upgrade" that is typical of Minor Versions, fixes, and Service Releases. A version that begins with an increased value (e.g., 4.x > 5.x) is considered a major version.

“Minor Version” means one in which some new features and functionality are delivered along with fixes. Minor versions offer an "in-place upgrade" rather than a reinstallation. A version that ends with an increased value (e.g., 1.2 > 1.3) is considered a minor version.

“Software” means the Supplier software programs licensed to the Customer under the License Agreement.

“Adopteq AB’s Support” means the Supplier’s support organization providing the support and maintenance services for the respective Customer.

“Adopteq AB’s Support contact” means the Supplier's Customer support contact.

“Release” means a full product release that is maintained and supported for several years, as defined in the roadmap published on Adopteq AB’s website.

“Update” means the application of a fix and/or documentation refresh within a major or minor version.

“Upgrade” means a modification to a major version, or minor version.

2.3 Standard Maintenance and Support Service

Supplier’s Standard Maintenance and Support Service consists of the following services:

- (a) 9x5 support services (9 hours a day; 5 days a week) are provided by email support for critical and standard incidents according to this agreement during Business Hours. Customers will receive an initial response within the defined reaction times stated within this agreement.
- (b) Email support: Monitored 8:00am to 8:00pm Monday through Friday Central European Time.
- (c) Up to five (5) authorized technical contacts (ATC) of the Customer is entitled to submit cases. and not per contract.

- (d) All ATCs (Authorized Technical Contacts) shall have appropriate professional and technical qualifications and shall be assigned internally by the Customer to process queries from users related to the Software.
- (e) To protect against improper use of services, services may only be requisitioned by these ATCs previously- reported to the Supplier.
- (f) Customer may request additional authorized contacts. ATC Group accounts that are used by multiple Customer representatives are not allowed. One Customer representative equals one ATC only.

2.4 Software & Documentation Updates

These are available on an as and when available basis and Supplier's support provides:

- (a) New versions of licensed Supplier's products
- (b) Updates of software containing error corrections
- (c) Documentation updates for the software

Information regarding availability of Software and Documentation updates is published by the Supplier and available at <http://www.adopteq.com/product-documentation>.

2.5 Processing Customer Requests

Customer requests will be received by Supplier's support desk and will be documented and processed in Supplier's internal support portal. The Customer will be given a reference processing number (CaseID) for future reference.

- (a) All crisis incidents must be submitted to Supplier's support email. When submitting incidents to Supplier's support, Customer must indicate product and severity in the subject line.
- (b) The region of a customer is the region where that customer is located or has opted to define that region as their region. For example, if a customer is based in EMEA, their region would be EMEA. However, an EMEA customer may opt for another region such as APAC to be their default region.
- (c) All incidents must be submitted to Supplier's support by email. When submitting incidents to Suppliers' support, Customer must indicate product and severity in the subject line.
- (d) All communications will be in English.
- (e) When responding to the Supplier's support by email, the Customer must maintain the incident/ticket number in the subject line to ensure continuity of incident commencement or resolution.
- (f) Supplier's support has no obligation to solve the Customer's issue within the reaction or any other time.
- (g) Supplier's support has no obligation to solve the Customer's incident within the reaction or any other time.

2.6 Service Expectations

The following support severities are used for classifying the Customer's incidents. These classifications ensure consistent treatment of incidents handled by Supplier's support. Supplier's support will determine the appropriate severity level according to the following table:

Severity Levels	Critical	Standard
Definition	The customer problem presents a significant business impact; however, operations can continue in a restricted fashion. The Software is used but severely limited. There is no acceptable workaround available. The customer is experiencing significant loss of service.	Customer's problem has some business impact. The Software is used and causes only minor inconvenience. It may be a minor error, a documentation error, or incorrect operation of the application, which does not significantly impede the operation of a system.
Reaction Time	4 Business Hours: call-back or electronic reply	One Business Day: call-back or electronic reply
Reporting (timeframe)	As agreed between Supplier's support and Customer on a case-by-case basis	As agreed between Supplier's support and Customer on a case-by-case basis
Reaction Measure	Once root cause analysis is complete, Customer is provided an error correction timeline.	Published documentation provided related to software release which will resolve the incident. Indication that changes/ enhancements are being handled in accordance with Supplier's 's strategy.
Required Effort	Economically justifiable effort within the standard scope of resources	Reasonable effort within standard scope of resources

2.7 Tools and Processes

Supplier's support uses the following processes and tools to solve or find workaround to the Customer's issues:

Fault diagnosis/analysis

- (a) Evaluation of Customer data supplied (including diagnostic information)
- (b) Classification of the reported situation as a product issue, user issue or third-party issue
- (c) Research in Supplier's knowledge base
- (d) Reproduction of the error situation (where possible)
- (e) Coordination with Supplier's product development

Results and/or solutions or workarounds will be provided via one of the following media:

- (a) Telephone/Online meeting
- (b) Email

Remote Diagnosis

Supplier's support may perform remote diagnosis to facilitate issue analysis. In such case, Supplier's support will access Customer's environment via a Remote Online Diagnostic Tool for purposes of diagnosis and analysis only. Remote access to Customer's environments will occur during Business Hours at the times agreed between the Customer and Supplier's support.

2.8 Services outside the scope of the Supplier's Maintenance & Support Services

Additional Services

In addition to the scope of Support and Maintenance Services as defined in these Maintenance and Support Services Conditions and the underlying License and Maintenance Services Terms and Conditions, the Customer may request additional Support and Maintenance Services. Based on availability, such services can be offered as part of a separate service agreement and payment of applicable fees. For further information contact Supplier's sales team.

Third Party Materials

In the event that individual program versions from third party manufacturers that are provided to the Customer in connection with the Software and which are required in order to operate the Software (such as Java virtual machines, applications, frameworks, and databases) ("**Accompanying Programs**") are no longer actively supported by their respective manufacturers, the Supplier's shall have no obligation to correct errors occurring in connection with the Accompanying Programs and to respond to incidents reported by the Customer.

2.9 End of Maintenance

Expired Support

All fixes available prior to End of support and maintenance ("**Available Fixes**") shall continue to be available to the Customer. Full support and the supply of new fixes beyond end of maintenance and support may be available at Supplier's discretion for an additional fee.

3.0 Customer Responsibilities

The services to be performed are subject to the following conditions:

- (a) The Customer entered into a valid software support and maintenance agreement with the Supplier's and has fully paid the respective support and maintenance fees.

- (b) The Customer entered into a valid License Agreement with Supplier's regarding the Software to be supported and has fully paid the respective license fees that are due to payment.
- (c) The Software is installed at the Customer's site or any third party's site that is authorized – pursuant to the underlying License and Maintenance Agreement – to operate the Software on Customer's behalf (Outsourcing provider).
- (d) The Customer allows remote access for Supplier's support to the Customer environment where Customer is requesting support.
- (e) The Customer establishes appropriate security measures to ensure that Supplier's support's access is restricted to permissible areas.
- (f) The Customer installed the release levels of the Software supported when the relevant Customer request occurs.
- (g) The Customer uses hardware, operating system software and database software that comply with the specifications of the release levels of the Software which are supported at the time the relevant Customer request occurs; the release levels of the Software which are supported at the time the relevant Customer request occurs can be identified on Supplier's 's Support Portal.
- (h) The Customer provides Supplier's support with:
 - I. sufficient information and assistance as requested by Supplier's support regarding the Customer's environment (including appropriate computing time) and all necessary information on the error, specific third-party expertise relevant to the Customer's environment, if applicable information on any used software tools upon Supplier's support's request