Germanedge Terms of Standard Service for Operating Phase – Software Maintenance, Support, & Application Management - ("Terms of Service")

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1   Scope

These Terms of Service (available in their current version at germanedge.com/en/serviceterms) describe the standard maintenance, support and application management services offered for Germanedge software products and, together with the underlying offer and any additional provisions that may be included therein, define the terms of the contract applicable in this respect.

The services can be ordered from Germanedge as service items. By ordering a service item, the customer receives from Germanedge the right to the associated services, which are described in this document in more detail. An order requires a valid offer from Germanedge with reference to these terms and conditions.

These Terms of Service apply to all services provided by the companies of the Germanedge Group, in particular Germanedge Solutions GmbH, Germanedge GmbH, Germanedge Development GmbH, QDA Solutions GmbH, QDA Solutions Inc., QDA Solutions Nordics APS and the companies affiliated with them within the meaning of §§ 15 et seq. German Stock Corporation Act, unless otherwise expressly stated in the relevant offer.

For the purposes of these Terms of Service, "Germanedge" hereinafter means the Germanedge company that has issued the service offer to the Customer for the Germanedge software products. Accordingly, a contractual relationship shall be established exclusively between the Germanedge Company making the offer and the customer accepting it ("Customer").

These Terms of Service apply conclusively to services ordered by the customer in accordance with the underlying offer of Germanedge. Deviating, conflicting or supplementary General Terms and Conditions of the customer (e.g. General Terms and Conditions of Purchase) will only become part of the contract if and insofar as Germanedge has agreed to their validity in writing (see clause 9.9). There is no need for an express objection to the customer's general terms and conditions.

Any customer-individual specifications, if necessary, must be documented in a separate service-specific schedule or addendum "Annex 1 – Service Specifications" ("Annex 1").

2 Available Services

The following overview picture shows the available services in context:
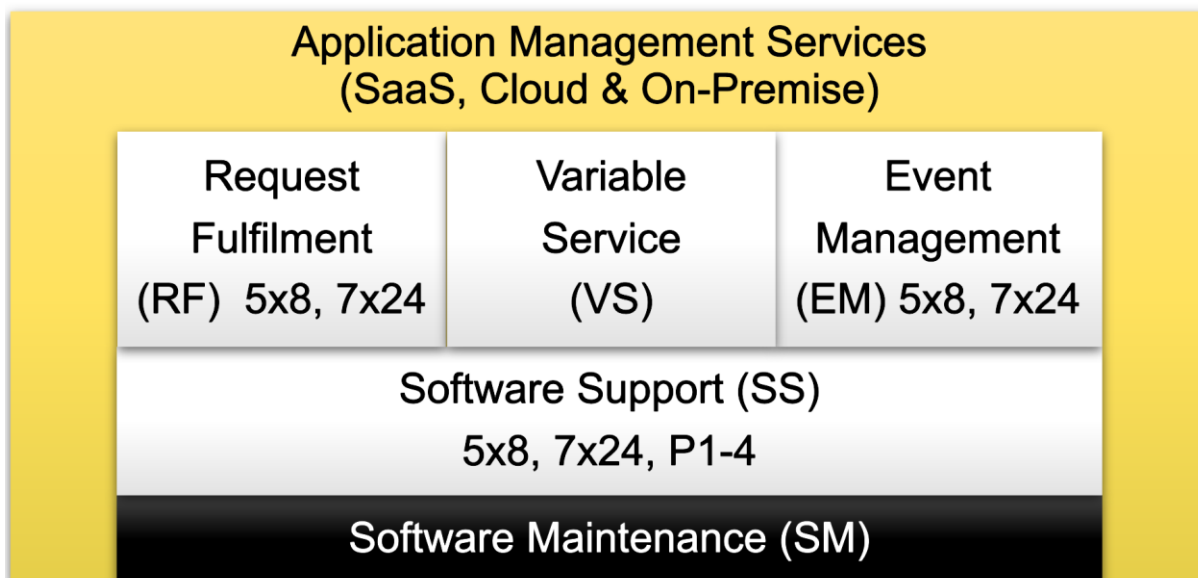
The services shown can be ordered via service items. The available service items are summarized in the following table.

2.1. Mandatory services for access to Germanedge support

Software Maintenance (SM)	Description
SM-XXX	Provision of patches, updates and upgrades for the product or system XXX, with major releases. Automatic renewal with billing one month before the start of each governing contractual period. Services according to germanedge.com/en/serviceterms.

Software Support (SS) 2nd & 3rd level support including problem and change management	Description
SS-ST-PX-XXX	Incident processing in service time ST=8x5, 24x7 with maximum priority X=1,2,3,4 for the product or system XXX. Automatic renewal with invoicing one month before the beginning of each governing contractual period. Services according to germanedge.com/en/serviceterms.

2.2. Optional Services

Request Fulfillment Management (RF)	Description
RF-8x5-ZZ-XXX	Request processing for the SW product XXX in the service time 8x5, maximum ZZ=30,60,90 requests p.a. Automatic with billing one month before the beginning of each governing contractual period. Services according to germanedge.com/en/serviceterms.
RF-24x7-ZZ-XXX	Request processing for the SW product XXX in the service time 24x7, maximum ZZ=30,60,90 requests p.a. Automatic renewal with billing one month before the beginning of each governing contractual period. Services according to germanedge.com/en/serviceterms.

Event Management (EM)	Description

EM-XXX	Event Management according to specified service in Annex 1. Automatic renewal with billing one month before the start of each governing contractual period. Services according to germanedge.com/en/serviceterms.

Variable Service	Description
VS-ZZDays-XXX	Service package for application XXX with ZZZ person days for calling up various services

Application Management Service	Description
AMS-SC-XXX	Operation of SaaS or Cloud applications XXX within the Germanedge Cloud for YY months according to the specification in the service contract. Automatic renewal with invoicing one month before the start of each contract period. Services according to germanedge.com/en/serviceterms.
AMS-OPC-XXX	On-Premise and in customer cloud operation of the application / system XXX in accordance with the specification in the terms of service contract and in particular in accordance with services specified in Annex 1.

For example, a customer acquires by ordering the SKU

<div align="center">SM-XXX</div>

the right to obtain security updates, patches etc. for the GERMANEDGE Software product XXX (= product name or SKU code).

The detailed description of the services associated with the service items are described in the following sections.

3   Application Management Services

With Application Management Services, Germanedge assumes the operational responsibility for applications or systems.

Two variants of Application Management Services are offered:

Application Management Services	Description
AMS-SC-XXX	Operation of SaaS or Cloud applications XXX within the Germanedge Cloud for YY months. Automatic renewal with invoicing one month before the start of each contract period. Services according to germanedge.com/en/serviceterms.
AMS-OPC-XXX	On-Premise or in the customers cloud operation of application XXX for YY months according to the specification in the service contract and in particular Annex 1. Automatic renewal with invoicing one month before the start of each contract period. Services according to germanedge.com/en/serviceterms.

3.1. Application Management Services for SaaS or Cloud at Germanedge (AMS-SC-XXX)

As part of the Application Management Services (AMS-SC-XXX), Germanedge provides the following contractual services:

3.1.1 Operations & Maintenance

Germanedge ensures the reliable and stable operation of all SaaS or cloud-based applications. The following activities are included:

- **System Availability and Scalability:** Germanedge provides the continuous availability of systems in accordance with the defined service levels (see SaaS contract). The system environment is designed to scale as needed to accommodate peak loads and future growth.

- **Continuous Monitoring and Logging:** The system landscape is continuously monitored using modern tools. Critical operational data and system events are logged to enable early detection of potential issues and ensure transparency.

- **Performance Optimization and Tuning:** Ongoing analysis of system performance serves as the basis for targeted optimizations. Measures to improve system responsiveness, stability, and resource efficiency are implemented regularly.

3.1.2 Support & Helpdesk

Germanedge provides 2nd, and 3rd level support according to the services defined in in the terms of service under SS-5x8-P4-XXX (ref. section 7).

3.1.3 Security Management

To ensure data integrity, availability, and confidentiality, as well as to meet regulatory requirements, the following security-related services are provided:

- **Regular Patching and Updates:** All relevant system and software components are regularly updated. This includes the deployment of security patches and functional updates based on vendor recommendations and assessed risk levels.

- **Backup and Disaster Recovery** Strategies: A comprehensive backup strategy ensures regular data backups and the ability to restore operations within standard Germanedge Recovery Time and Recovery Point Objectives (RTO=24h / RPO=24h). In case of such a disaster, defined disaster recovery procedures are in place.

- **Access Control, Compliance, and Security Audits:** Access to systems and data is governed by role-based access control mechanisms. Compliance with security standards and legal regulations (e.g. GDPR) is ensured through regular audits, security reviews, and automated controls.

3.2. Application Management Services for On Premise or Cloud at Customer (AMS-OPC-XXX)

This service is offered based on individual specifications. The detailed specification of the service AMS-OPC-XXX must be documented in Annex 1. A mutually agreed Annex 1 is a prerequisite for starting this service.

4 Variable Service

Flexible services that are not covered by our standard processes are offered as Variable Service (VS). These services are performed after approval / order by the customer. Orderable Variable Services packages are:

Variable Service	Description
VS-ZZZDays-XXX	Service package for the application or the system XXX with ZZZ person days for calling up various services

Variable services are billed on an hourly basis according to time spent. The smallest retrievable unit is ½h. In the service recording, related work is rounded up to ½ or full hour in each case. Work outside the service hours 8x5 is recorded with a surcharge of 50%. The size of the available hourly quota is determined when the Variable Service is ordered. Any extra costs incurred in the provision of Variable Services (e.g. travel expenses) shall be borne by the Customer on a time and material basis.

Variable Services are normally provided within BUSINESS HOURS and can only include services that Germanedge usually provides.

Deviating regulations, specifications or restrictions of the available services must be agreed in Annex 1. The Variable Service can be ordered and starts without Annex 1 being agreed.

4.1. Start of service and duration

Variable Services are available from the order date and are valid for 36 months. After the 36 months have expired, any person days not called up expire. There is no automatic renewal for this service.

In Addition, the regulations for duration and termination shall apply according to section 9.1

5 Request Fulfillment Management

5.1. Scope

The "Request Fulfillment Management" service is used to process minor changes or interventions in the system that can be completed quickly and that usually affect the configuration.

Orderable Request Fulfillment Services are

Request Fulfillment Management (RF)	Description
RF-8x5-ZZ-XXX	Request processing for the SW product XXX in the service time 8x5, maximum ZZ=30,60,90 requests p.a.. Automatic renewal with billing one month before the beginning of each governing contract period. Services according to germanedge.com/en/serviceterms.
RF-24x7-ZZ-XXX	Request processing for the SW product XXX in the service time 24x7, maximum ZZ=30,60,90 requests p.a.. Automatic renewal with billing one month before the beginning of each governing contract period. Services according to germanedge.com/en/serviceterms.

Service requests must be opened via the Germanedge ticket system.

Unless otherwise agreed,

1) the processing of requests takes place during the SERVICE TIMES,

2) the average processing time of requests is no more than 20 minutes,

3) requests whose processing time would exceed 1h can be rejected by Germanedge and offered as a variable service or change.

Requests that are not retrieved cannot be updated to the following year. A refund of costs for unsolicited requests is not possible.

The following activities are covered by "Request Fulfillment":

- Changing and resetting passwords

- User administration, creation or deletion of users

- Permission adjustments, visibility of certain fields

- Master data adjustments including mass data imports (if automatable)

- Extend or change the existing configuration within existing settings

- Data record restores, if the data is recoverable (e.g. versions saved for revision purposes) and can be completed in less than 60 minutes

- Advice on operation and settings

Deviations from the above rules can be agreed in Annex 1. If no individual Request Fulfillment service has been agreed upon, the Service will be provided according to the conditions described here.

According to ITIL, the service is divided into the activities described below.

5.2.   Request Fulfillment Capacity

Germanedge provides a sufficient number of competent, qualified employees as well as the necessary IT infrastructure (ticket system, tools and IT in general).

5.3.   Request capture and categorization

Requests are created in written form via e-mail or directly in the ticket system by the customer.

The Germanedge Support Team acknowledges the receipt of a request by (creating and) changing the status of the corresponding ticket ("in process"). Tickets for "Request Fulfillment" generally have the priorities "low" or "medium".

5.4.   Request execution

The Germanedge support employee will execute the request promptly, unless the request has, in the opinion of the support employee, further (possibly incalculable) consequences.

5.5.   Request completion and evaluation

After execution, the corresponding request ticket is closed in the ticket system with remarks and instructions for execution. All information available for the request is archived for traceability and documentation purposes.

5.6.   Excluded services

Not covered by this Request Fulfillment Service are in particular, but not conclusively, the following services:

a)   Disaster Recovery Tests

b)   Processing of compliance inquiries or processing of compliance problems

c) Changes to the program code (standard and individual code)

d) Development of customer specific scripts, except database queries <1h effort

e) Consultations on architecture questions and further developments (changes)

f) Maintenance services for the software used, especially after an intervention of the customer in the software

g) Data backup / data restore of the entire system

h) Programming of changes

i) On-site services

j) Training, if this goes beyond help with operating questions

k) Maintenance services with regard to the cooperation of the contractual software with other computer programs or systems that are not subject matter of the maintenance agreement

If the customer wishes to make use of excluded services, these are to be remunerated separately or invoiced via "Variable Services" (Section 4).

5.7. Start of service and requirements

Request Fulfillment begins on the date specified in Annex 1.

The regulations for duration and termination shall apply according to section 9.1 In addition, a prerequisite for the provision of Request Fulfillment Services is that "Software Support" and "Software Maintenance" services have been agreed for the relevant period. In the event of a termination of the Software Maintenance Service or the Software Support Service, the Request Fulfillment Service shall automatically also be deemed terminated.

6   Event Management

Orderable Event Management Services are:

Event Management (EM)	Description
EM-XXX	Event Management for events of the software product or the system XXX. Automatic renewal with billing one month before the start of each governing contract period. Services according to germanedge.com/en/serviceterms.

The Event Management Service is used to monitor and control configuration items ("Configuration Items" = hardware and software), usually hardware and software processes, on the basis of mostly automatically generated and transmitted events (alternatively, such events can also be triggered manually by the customer, e.g. by entering them into the ticket system).

This service is also known as "process monitoring".

The transmitted events are filtered and categorized by Germanedge and appropriate measures are initiated if necessary. This is done by transferring the events to one of the following services:

- Incident Management
- Request Fulfillment Management
- Change Management

The Event Management Service includes the creation of a status report for each month with an overview, for example, of the utilization of important system resources during the reporting period. The exact components of the service are described in the Event Management section of Annex 1.

7 Software Support

7.1. Scope

The Germanedge Software Support bundles the services "Incident Management (2nd & 3rd Level)" (section 7.2), "Problem Management" (section 7.3) and "Change Management" (section 7.4).

Software Support Services are:

Software Support (SS) 2nd & 3rd level support including problem and change management	Description
SS-ST-PX-XXX	Incident processing in the service time ST = 8x5, 24x7 with maximum priority X=1,2,3,4 for the product or system XXX. Automatic renewal with invoicing one month before the start of each governing contractual period. Services according to germanedge.com/en/serviceterms.

For example, the Service description contains

SS-8x5-P3 Legato

The software support in the service hours 8x5 with maximum priority P3 for the software product Legato.

7.1.1 The software support includes the following services:

a) Provision of a helpdesk for functional and technical questions relating to the standard software licensed by the CUSTOMER, which the key users designated by the CUSTOMER can contact via telephone or by entering their enquiries directly in the GERMANEDGE ticket system (servicedesk.germanedge.com).

b) Receiving and analysing incoming requests.

c) Answering requests via ticket or - if necessary - by telephone.

7.1.2 Support requests can relate to:

a) detected malfunctions or errors ("incidents"). If it is determined that a malfunction is caused by an error in the licensed software, this "software bug" is eliminated and the solution is made available as a fix, patch or update (see section 10.3.).

b) user inquiries commonly known as "how-to" questions related to software configurations or parameterisation options ("service requests") or updating to new versions ("change requests"). For the avoidance of doubt, these user inquiries and Germanedge related support is limited to explaining the standard functionality of a given software feature or procedure as documented in the software documentation.

7.1.3 The implementation of the licensed software at a customer's organisation is usually associated with training measures, system and application documentation is provided. This enables specific employees of the customer (so-called "key users") to administer certain

software functionalities, new versions of the software, adapt any necessary infrastructure components to requirements if applicable, utilise the configuration options provided for minor adjustments, eliminate any faults, and provide users with assistance if they have any questions about functionality.

7.1.4   Nevertheless, situations may arise in which the key users require technical and functional advice from the software manufacturer to be able to solve occurring requirements and issues. For these situations, may open a service request on the service portal and receive support within the agreed service times.

7.1.5   Furthermore, support is limited to the standard functions and configurations of the licensed software. Enquiries regarding customer-specific adaptations, such as individual programming, customer-specific interfaces, general questions regarding adaptations for specific hardware and software environments of the customer, etc. cannot be answered specifically.[1] This service can be included subject to the extent defined in Annex 1.

7.1.6   The support services are provided completely remotely and as a consultative service. GERMANEDGE employees cannot and will not connect to the customer system and will not make any changes to the customer system.

7.2.   Incident Management

An "Incident" (disturbance) is an acute or immediately expected impairment of the agreed scope of services. The aim of Incident Management is to eliminate or minimize the effects of the disruption.

This can be done by solving the problem immediately or by a workaround to circumvent the problem. In parallel, problems can be passed on to "Problem Management", which later leads to a "Change" to the software product.

Incidents must be initiated via the Germanedge ticket system. The communication is done via the ticket system. With the start of this agreement Germanedge will create users for the customer and transmit accesses to the customer.

7.2.1   Priority / Response times

Depending on the criticality of an incident, incidents can be opened with different priorities. The response time after which Germanedge starts processing the incident at the latest depends on the priority.

Criticality (PX)	Description	Response time
P1 - Critical	Loss of an important production or business area,	< 30 minutes
P2 - High	Loss of important function in a production area / business unit	< 4 hours
P3 - Medium	Significant obstruction of a production process or business unit	< 8 hours
P4 - Low	General errors or faults	< 24 hours

The response time starts with the availability of the incident in the ticket system and refers to the service times. Outside the service times, the response time is suspended. For tickets with priority P1 & P2, a call to the Germanedge on-call duty must also be made. In these cases, the response time

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[1] GERMANEDGE also offers further services for operational support of the customised installation of the licensed standard software for corresponding customer requirements within the "Application Management Service (AMS)".

starts after the call is completed. The response time ends when an agent starts processing the created ticket. Germanedge complies with the specified response times on an annual average in 90% of cases. A reaction time to e-mails is not provided.

The maximum criticality with which an incident can be opened is determined when the service is ordered. For example, the Software Support Service offers

SS-8x5-P2-MWB

for the product MWB Incident Processing with maximum Priority 2, which means that incidents can be classified up to a Priority 2.

In the 24x7 service, Priority 3+4 tickets are processed within the 8x5 service time.

The processing of the given malfunction is carried out within the service times ordered by the customer. The following service times are available:

Service time (ST)	Description
8x5	Normal service time 9am-5 pm in the time-zone of your nearest Germanedge office.
24x7	Independent of service hours

The service time is determined when the service is ordered. For example, the Software Support Service provides

SS-8x5-P2-FINITO

for the product Finito an incident processing in the service time 8x5.

Germanedge reserves the right to interrupt / suspend ticket processing under the following conditions:

a) Essential information is missing in the ticket, which cannot be obtained immediately and makes initial processing impossible.
b) Germanedge cannot make necessary changes to Configuration Items due to lack of access.
c) Germanedge requires information from the customer for further processing which cannot be obtained immediately.

Priority 2-4 tickets are also processed in the 24x7 service exclusively within the 8x5 service time.

7.2.2 Incident Management Support

Germanedge provides a sufficient number of competent, qualified employees as well as the necessary IT infrastructure (ticket system, tools and IT in general).

7.2.3 Incident recording

Incidents are recorded using the ticket system, which is used to receive, confirm, classify and process support requests.

All incidents must be recorded via the ticket system, whereby faults with "high" and "critical" priority must also be reported by telephone via the support hotline.

7.2.4 Incident categorization and prioritization

The categorization and prioritization of incidents is determined within the Ticket System based on defined criteria (see "Service Qualities").

7.2.5   Incident processing in first level support

The recording and initial classification of incidents, the so-called first-level support, is always carried out by the customer (key user, operations manager, etc.). This ensures that only trained and authorized persons communicate with Germanedge via defined channels.

7.2.6   Incident processing in second level support

GERMANEDGE support employees take over the incidents from the first level support (customers) with the help of the ticket system. They analyze the problem on the basis of the transmitted error description and try to narrow down, identify and solve the problem.

After analysis, tickets can be handed over to Third-Level Support or other service teams (e.g. network operation, database operation, etc.) or even closed if they are not relevant in terms of this agreement.

Incident processing in third-level support Ticket processing in Third-Level-Support is carried out by Germanedge in the support team with the addition of employees from the development department (analyses on source code level) and/or from the consulting team (specific analyses of project-specific features).

On the basis of these analyses, problems are passed on to "Problem Management" if necessary.

7.2.7   Incident monitoring

The support staff monitors the processing status of reported incidents using the ticket system and by regularly checking the incoming mail in the agreed e-mail account.

7.2.8   Incident escalation

Incident tickets are escalated based on newly gained knowledge, e.g. by prioritizing them differently, if necessary.

7.2.9   Incident closure

Incidents are closed in the ticket system with comments and error messages. All information available for the incident is archived for traceability and documentation purposes.

7.2.10 Incident evaluation

The experience gained from the incidents should be used for future incidents. In weekly meetings within the Germanedge support team it is determined which new findings will be included in the error database.

7.2.11 Proactive user information

Proactive user information aims to reduce user queries on the one hand, but can also serve as preparation for (possible) support outages on the other.

Among other things, such information may be made available, for example, on the Germanedge Ticket Portal.

7.2.12 Obligations of the customer to cooperate

1) The customer provides a detailed problem description including all necessary system information and, if necessary, continuously contributes to the problem solution within the agreed service time. If there are no major reasons not to do so, the customer provides Germanedge with all data required for problem solving.

2) The customer follows the instructions of the Germanedge staff when describing, limiting, detecting and reporting errors. If available, the Germanedge checklists are to be used.

3) Error messages and questions shall be described in a sufficiently detailed and precise manner. For this purpose, the customer shall make use of appropriately trained and competent key users.

7.3. Problem Management

Problem Management aims at the sustainable reduction or prevention of known disturbances and problems. This service is provided together with the "Incident Management" service and includes the following services:

– Identification of the causes of problems from incidents

– Identification of potential problems from general support activities

– Indications of potential for improvement and development of solution proposals

– Transfer of problems and proposed solutions to the development department

– Verification of the solution (new release or patch) with regard to functionality and sustainable problem solving

7.4. Change Management

Major changes to the applications, such as the integration of new interfaces / additional functional modules or the move to new hardware platforms with modified remote access, which are carried out by the customer, must be notified to Germanedge in writing.

For additional costs that may result from such changes, Germanedge will promptly offer an adapted service to incorporate the changes into the contract.

All changes made by Germanedge to the customer's systems within the scope of the contractual relationship are made in coordination and after approval by the person responsible for the application.

Changes must be initiated via the Germanedge ticket system. The communication is done via the ticket system.

Typical "changes" are changes or interventions in the system that affect hardware or software. The following activities, among others, are classified as "Change":

– Updates and patches to the operating system

– Upgrades, patches or bug fixes to the software product

– Changes in system functions and associated changes in the configuration of the software product (database, web application, gateway, Application Engine)

– Emergency Changes

– Changes to the hardware or to the interfaces to other systems

According to ITIL, the service is divided into the activities described below.

7.4.1 Change Management Support

Germanedge provides a sufficient number of competent, qualified employees as well as the necessary IT infrastructure (ticket system, tools and IT in general).

7.4.2 Change capture

Change requests are created in written form via e-mail or directly in the ticket system by the customer.

The Germanedge Support Team acknowledges the receipt of a change request by (creating and) changing the status of the corresponding ticket ("in process").

7.4.3 Change evaluation

The change request is evaluated by Germanedge in terms of feasibility, effort and time frame. The result of this evaluation is an offer to the customer or a rejection if the feasibility is not given.

The next steps are initiated when the customer commissions this offer. If this offer is rejected, the change request (ticket) is closed.

7.4.4 Change planning, test, release and implementation

After the customer has placed an order, the planning, testing, approval and implementation take place as specified in the offer / order.

7.4.5 Change monitoring

The support staff monitors the processing status of the change and documents this status continuously with the help of the ticket system.

7.4.6 Change closure and evaluation

After execution, the corresponding Change-Ticket is closed in the ticket system with remarks and implementation notes. All information available for the Change is archived for traceability and documentation purposes.

7.4.7 Emergency Change

The procedure described above is not applicable in emergencies, for example when applying a hotfix. A distinction must be made here as to whether the (potential or actual) emergency is first determined by Germanedge (a) or the customer (b):

a) If a necessary hotfix or patch is available, Germanedge will inform the customer immediately. Detailed information about the problem case will be given and a description of how to install the patch or hotfix will be provided. The customer then performs this installation himself or commissions Germanedge with the installation.

b) The customer enters the emergency change request with high priority ("high") into the ticket system. Due to the high prioritization, Germanedge will react promptly and, taking into account the necessary diligence (to avoid further problems), draft a solution proposal analogous to the processing of regular changes.

7.5. Excluded services

Not covered by this Software Support Service are in particular, but not conclusively, the following services:

a) Consulting services

b) fault clearance or maintenance services after an intervention of the customer in the program code of the software or its configuration as well as faults due to changes in connected systems under the influence of the customer

c) Solving problems caused by improper handling of the products

d) Repairs

e) Specification of information that is already available to the customer during the product

f) Data backup

g) Programming of changes

h) On-site services

i) Trainings

j) Maintenance services with regard to the cooperation of the contractual software with other computer programs that are not subject matter of the maintenance agreement

k) Development of customer specific scripts

l) Services included in the "Request Fulfillment Management" service

m) Fixing of errors that are already fixed by default in a higher version of the software or can be fixed there by already available patches or bug fixes

Unless otherwise expressly provided in Annex 1 Germanedge is not responsible for third party products and services.

If the customer makes use of excluded services, these shall be remunerated separately, invoiced via "Variable Services" (Section 4) or covered by the "Request Fulfillment Management" service (Section 5).

Germanedge may determine during incident processing that the service is excluded. For example, this is the case if it turns out that the incident was caused by a change in connected systems by the customer or a company acting on his behalf. In this case, the costs for the fault clearance service are to be borne by the customer subsequently.

7.6. Start of service and requirements

Prerequisite for the commencement of the Software Support service specification of the date for the commencement of the service.

The regulations for duration and termination shall apply according to section 9.1 In addition, an active Software Maintenance Service must exist for Software Support in accordance with Section 3. In the event of a termination of the Software Maintenance Service, the Software Support Service shall automatically be deemed terminated.

8   Software Maintenance

8.1.   Scope

GERMANEDGE is constantly developing and improving its standard products in terms of both functionality and technology. Accordingly, GERMANEDGE continuously provides new versions and upgrades of its standard software.

With this Software Maintenance Service, GERMANEDGE grants the CUSTOMER access to such new versions, patches and security updates. The purchase of Software Maintenance Services (also

referred to as "software maintenance") is also the basic prerequisite for the purchase of further services for the licensed software.

Available Software Maintenance Service is:

Software Maintenance (SM)	Description
SM-XXX	Provision of patches, updates and upgrades for the product or System XXX, with major releases. Automatic renewal with billing one month before the start of each governing contractual period. Services according to germanedge.com/en/serviceterms.

8.2. Software Maintenance service includes:

a) Providing each new version of the standard software licensed by the customer within the agreed maintenance periods.

b) Informing the customer/licensee, who then can obtain the software artefacts at no additional cost. This access is made available via the Cloud environment, for which the customer receives access data, or in any other suitable manner as defined by GERMANEDGE.

During a maintenance period, releases, updates, patches or hotfixes can be made available for the licensed software, described in section 10.3.:

In the case of instance licensing, the customer can only use as many instances of the software at a time as are covered by the licence agreement. This means that an older instance must be deactivated for each new instance. Each additional instance of a newer version that is to be used for test or evaluation purposes may only be activated with GERMANEDGE's consent.

In terms of troubleshooting and avoiding security-relevant errors, GERMANEDGE will proceed in accordance with the "Guideline for Vulnerability Management for Germanedge Services".

Software maintenance expressly does not include the installation of any software components provided in the customer's IT environment.

In addition, the following services are excluded:

a) maintenance services that become necessary because the customer wants to use the software on a different hardware system or under a different operating system and/ or specifications recommended by GERMANEDGE,
b) maintenance services that become necessary due to operation and/or inter-operability with other software products that are not the subject of these Terms of Service,
c) the maintenance of customised programming and customised interfaces that have been specially developed for the customer,
d) the adaptation of customised programming to newer versions of the licensed standard software,
e) Maintenance services for interfaces to external systems that become necessary due to changes to these external systems,
f) New software modules that are offered together with a newer version of the software, e.g. as a chargeable extension module.

If the customer wishes to make use of excluded services, these shall be remunerated separately in accordance with Germanedge's offer in this regard.

8.3. Service start and interruptions

The Software Maintenance service is included in Software Rent, Software as a Service or Cloud Deployment, included in the respective fees. The regulations for duration and termination shall apply according to section 9.1.

For On-Premise perpetual Software licensing, the Software Maintenance Service is offered by Germanedge together with the Software License and can only be ordered together with the Software License. Maintenance starts with the delivery of the Software according to clause 10.1. The Software Maintenance Service cannot be interrupted. In the event of termination of the Software Maintenance Service, it cannot be reactivated for the respective licenses. All software maintenance services, including security patches and maintenance services for fault clearance can then only be obtained by purchasing a new license with software maintenance.

If Software Maintenance is interrupted, suspended, or terminated due to non-payment or breach by the Customer, the Customer may request reinstatement of Maintenance subject to the sole discretion of Germanedge. If reinstatement is approved, the Customer shall be required to pay the fees applicable for the duration of interruption plus a Reinstatement Fee of 25% these fees.

9   General terms

9.1. Cooperation of the customer and organisation of the cooperation

At the beginning of the contractual term, the Customer and GERMANEDGE shall enter into organisational agreements that are recorded in Annex 1 "Service Support Organisation") and updated by mutual agreement as required.

9.2. Key user

The customer has trained enough of employees to a special degree who, as so-called "key users", are the point of contact for users of the customer-specific implementation of the licensed standard software at the customers organisation.

The customer shall ensure that these key users have sufficient capacity for this task and can also attend corresponding training courses if required (e.g. when implementation of a major release takes place or customer-specific change/extension projects are carried out).

If the customer has a general IT service desk, these key users are assigned to a group-forwarding ("assignment group") for tickets for the licensed standard software.

9.3. Coordinating contact persons and setting up communication channels

To ensure efficient communication and cooperation, the Customer and GERMANEDGE shall each appoint a contact person responsible for all questions relating to the fulfilment of the ordered services.

These are:

a) at the Customer, the employees who are responsible for the functionality and provision of the Customer solution ("Application Owner", "Service Owner")

b) at GERMANEDGE, a Service Delivery Manager responsible for the services, who controls and monitors the provision of services.

In terms of "software support", the Customer shall appoint the key users who are authorised to contact the GERMANEDGE helpdesk (servicedesk.germanedge.com).

Upon ordering services described herein, GERMANEDGE shall

   a) set up the corresponding customer accounts in the GERMANEDGE ticket system for the direct submission of requests.

   b) if applicable, provide additional contact information for the Customer to obtain GERMANEDGE services (e.g. component downloads)

The defined contact persons, links and telephone numbers as well as the accounts are documented in a suitable manner and updated by mutual agreement if necessary.

9.4. Place of performance

The support services are provided by GERMANEDGE personnel only remotely, i.e. at the respective workplaces of the employees.

9.5. Contract duration & termination

Cloud Environments, Software as a Service, Rental Software: In terms of Agreements for Rental Software, cloud deployed systems and Software as a Service Agreements, the term of the Services described in this document shall be in alignment with the contractual period of the respective Rental -, SaaS - / Cloud Agreement ("License Agreement"). The Initial Term, renewals and termination shall be governed by the respective License Agreement.

On-Premise / perpetual licenses: The term of the services described in this document, with the exception of the "Variable Services" pursuant to Section 4 is twelve (12) months, unless agreed otherwise in the respective offer, and shall be automatically extended by a further twelve (12) months in each case unless the relevant Service(s) is/are terminated by the Customer or Germanedge with three (3) months' notice to the end of the respective current contractual period.

Notice of termination must be given in writing in accordance with Section 9.9 below.

9.6. Fees Adjustment

Cloud Environments, Software as a Service, Rental Software: The pricing terms of the respective License Agreement shall apply.

On premise / perpetual licensing: The fees are valid for the duration of each contractual period. Germanedge may adjust the fees annually with a 90 days' written notice (in each case an "Annual Adjustment"), with the provision, that the fees applicable to the preceding twelve-month period prior to the effective date of the Annual Adjustment shall not increase by more than (i) 5% or (ii) the change in the Consumer Price Index (CPI) published by the Federal Statistical Office (Destatis) for Germany, where the change is expressed as a percentage change from the CPI in effect at the time of the conclusion of the Contract or the effective date of the last annual adjustment; the higher value shall be decisive. If the Federal Statistical Office no longer publishes the aforementioned consumer price index (CPI), it shall be replaced by the comparable price index of the Federal Statistical Office which is economically closest to it or, alternatively, by the corresponding price index for Germany published by the European Statistical Office.

9.7. Applicable Terms and Conditions

All other commercial terms and conditions result from the offer.

9.8. Changes to these Terms of Service

Germanedge reserves the right to change these Terms of Service and the service descriptions contained therein for the individual services during the term of the contractual relationship with the Customer in order to adapt them, among other things, to changes in the legal framework or technical requirements, provided, however, that the change is reasonable for the Customer and that the scope of services, functionality, security and availability of the services are not significantly reduced as a result. Germanedge will notify the customer in writing (including by fax or e-mail) of the change to the Terms of Service. If the customer does not object to the change in writing (also including fax or e-mail) to Germanedge within four weeks after receipt of the notification of change, the change is deemed to be approved and the amended version of the Terms of Service will govern the contractual relationship between Germanedge and the customer from that time on. Germanedge will explicitly inform the customer of this consequence when notifying the customer of the change.

9.9. Written form

Changes and additions to the contractual relationship based on the underlying offer of Germanedge and these Terms of Service, its cancellation and all declarations to be made with regard to the contractual relationship must be made in writing within the meaning of § 127 para. 2 BGB or in electronic form within the meaning of § 127 para. 3 BGB to be effective. This shall also apply to any waiver of the formal requirements agreed under this clause. To comply with the written form, the transmission of a declaration signed by hand by e-mail (e.g. as a PDF scan) or fax shall also be sufficient and to comply with the electronic form, a declaration with a (simple) electronic signature within the meaning of Art. 3 No. 10 eIDAS-VO (EU No. 910/2014) (e.g. a signature generated using Adobe Sign, DocuSign or comparable programs), which in turn is sent as an attachment to an e-mail or on a physical data carrier. A declaration by e-mail alone is not sufficient, even if, for example, it includes the name or a name suffix at the end of the text.

9.10. Language

Unless otherwise agreed, the Customer may contact the services described here in either German or English.

9.11. Remote access

The access points must be set up at the latest at the start of the service provision, the access data must be transferred to Germanedge and documented in Annex 1.

The provision of the offered services requires the unlimited availability of this remote access.

All necessary configurations at the Customer's premises, such as the setup of VPN accounts, firewall settings, etc., are the responsibility of the Customer.

9.12. Roles and contact persons, GERMANEDGE

Germanedge provides defined channels (roles, contact persons and contact channels) for the provision of services. These channels are defined in Annex 1 before the service provision begins.

9.13. Roles and contact persons, CUSTOMER

Access to the services described is via defined contact persons (e.g. key users). In order to ensure the provision of services, such contact persons must be named in Annex 1 and instructed before the start of services.

10 Definitions

The following definitions apply to these Terms of Service in addition to the terms defined directly in the above provisions:

10.1. DELIVERY

Delivery shall refer to the time when the Customer can make use of the Software, i.e. if the Software License is available to the Customer by electronic delivery (e.g. download) or access to the Software is available to the Customer for use via internet. For On-Premise licensing, the delivery date for the services of these terms specified in the corresponding offer to the customer shall be decisive, irrespective of delays in implementation for which Germanedge is not responsible.

10.2. OPERATION TIME, SERVICE TIME and BUSINESS TIME

Time Type	Period
OPERATION TIME	The OPERATION TIME is the time the system or connected equipment is in operation. Unless otherwise agreed, this is the operating time: Monday - Friday 00:00 - 24:00 Saturday / Sunday / Holiday: 00:00 - 24:00
SERVICE TIME	The SERVICE TIME is the time in which service employees are available for services. Unless otherwise agreed, the service hours are identical with the business hours.
BUSINESS TIME	BUSINESS HOURS is the business hours of the branch where the service is ordered. This is in the appropriate time zone: Monday - Friday 08:00 - 17:00 except holidays.

10.3. RELEASE, UPDATE, PATCH, HOTFIX

Major release. A major release is a new version of the software product that contains major changes and functional enhancements. A major release is characterized by an increase in the first digit of the version number and is the result of fundamental changes or enhancements. Major releases have limited backward compatibility and possibly require updates of other services or interfaces.

Update. An update adds functionality in a backward compatible manner. It contains minor functional changes, enhancements or technical adaptations to changes in the system environment (e.g. operating system, JDK, database, etc.). An Update refers to the second digit of the version number.

Patch release. A patch release fixes only bugs and vulnerabilities. It is backwards compatible. A Patch refers to the third digit of the version number.

10.4. SUPPORT LEVEL

Service operations are divided into first, second and third level support.

The **First-Level-Support** (also called User Help Desk) is the first point of contact for incoming - support requests. The support employee is responsible for their complete recording including all necessary additional information and processes them as far as possible independently according to his knowledge. The aim is to select the problems and to solve as many problems as possible quickly.

Second-Level-Support supports First-Level-Support by forwarding more complex questions and - problems to the respective experts and specialists and then presenting the worked out solution.

If the requests exceed the expertise of the specialist processing the request, the **Third-Level-Support**, consisting of specialists, technical developers and administrators, will step in to help solve the problem.

10.5. SUPPORT TICKET

A support ticket documents the execution of an action within this agreement, such as an incident or change. Tickets are usually opened by the customer and processed by Germanedge. Germanedge also creates tickets to document activities that were not initiated by the customer.

10.6. TRANSITION

Within the framework of the so-called "transition", an operating manual is jointly prepared by the contractual partners. Within the scope of the transition, the prerequisites for smooth system operation within the meaning of this agreement are agreed on by both parties.

10.7. SERVICE items (SKU)

SERVICE items are the services defined and described in these terms and conditions. The services described refer to software products defined in the service item code and description text. All standard components included in the product are included in the service.

Not included are software components as well as software products of other manufacturers, such as operating systems, middleware components etc., unless otherwise expressly described in this agreement below.

10.8. WORKAROUND

A WORKAROUND in the sense of this contract is a temporary solution with which the criticality of a defect in the contractual software can be reduced by one or more criticality levels. A workaround may require additional manual effort, depending on whether it is supported to a greater or lesser extent by the software.