

Germanedge Service Terms

Software Maintenance

**Germanedge Standard Services during the operating phase
(„Service Terms“)**

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1 Service Terms „Software Maintenance“

- [1] Unless agreed otherwise, these Service Terms – "Software Maintenance" ("Statement of Work") shall apply between Germanedge Solutions GmbH or QDA Solutions GmbH ("GERMANEDGE" or "SUPPLIER") and the CUSTOMER.
- [2] This SoW consists of this main document; no annexes are provided.

2 Subject matter and scope of services

- [1] The subject matter of this SoW is the provision of
 - a) software maintenance services and
 - b) additionally commissioned software support servicesby GERMANEDGE for the SUPPLIER'S systems licensed by the CUSTOMER, as specified in a licence agreement and/or a purchase order.
- [2] The SoW thus contains two service components; where the first component is a mandatory prerequisite for the second, optional component.

3 Services

3.1 Software Maintenance

- [1] 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.
- [2] 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.
- [3] 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, for example, by the provision of a download portal, for which the customer receives access data, or in any other suitable manner as defined by GERMANEDGE (e.g. link to a file-share location).
- [4] During a maintenance period, releases, updates, patches or hotfixes can be made available for the licensed software. In detail:
 - a) A new *release* is a defined version of the software product and usually contains major changes and functional enhancements. It originates from further development due to legal regulations, technical progress (e.g. new product versions of 3rd party software and target platforms) or functional enhancements due to market requirements. A major release is characterised by an increase in the first digit of the version number and is the result of fundamental changes or enhancements.

- b) An *update* results from minor functional changes or in connection with adaptations to a new system environment (e.g. operating system, JDK, database, etc.).
 - c) A *patch* or *hotfix* is necessary if errors occur that lead to unacceptable restrictions of the functions and must therefore be rectified at short notice.
- [5] 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.
- [6] In terms of troubleshooting and avoiding security-relevant errors, GERMANEDGE will proceed in accordance with the "Guideline for Vulnerability Management for Germanedge Services".
- [7] Software maintenance expressly does not include the installation of the software components provided in the customer's IT environment.
- [8] In addition, the following services are excluded:
- a) Maintenance services necessary to install the software in any other than the operating systems and/ or specifications recommended by GERMANAEDGE,
 - b) maintenance services that become necessary due to operation and/or inter-operability with other software products that are not the subject of this SoW,
 - 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.

3.2 Software Support

- [1] 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 the software, install new versions of the software (see above), adapt any necessary infrastructure components to requirements, utilise the configuration options provided for minor adjustments, eliminate any faults, and provide users with assistance if they have any questions about functionality.
- [2] Nevertheless, situations may arise in which the key users require technical and functional advice from the software manufacturer in order to be able to solve occurring requirements and issues. For these situations, GERMANEDGE provides remote support from Monday to Friday (except for public holidays) between 09:00 and 17:00 CET.
- [3] 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.
 - b) Receiving and analysing incoming requests.
 - c) Answering requests via ticket or - if necessary - by telephone.

- [4] In general, the content of support requests is not limited. They can relate, for example, to detected malfunctions or errors ("incidents"), requests for modifications or parameterisation options ("service requests"), importing new versions or infrastructure changes ("change requests"), etc. 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 hotfix, patch or update (see section 3.1 no. [4] b) and c) above).
- [5] However, the subjects of the support requests are 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
- [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.

4 Start of service and interruptions

- [1] The Software Maintenance Service is offered by Germanedge together with the Software License and can only be ordered together with the Software License. The service starts with the order of the Software License in combination with the Software Maintenance Service.
- [2] 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.

5 Cooperation of the customer and organisation of the cooperation

- [1] At the beginning of the term of this SoW, the Customer and GERMANEDGE shall enter into organisational agreements that can be recorded in a suitable form (e.g. in an agreed document "Service Organisation Software Maintenance") and updated by mutual agreement as required.

5.1 Key user

- [1] 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.
- [2] 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).
- [3] 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.

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

5.2 Coordinating contact persons and setting up communication channels

- [1] 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 this SoW. 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 this SoW, who controls and monitors the provision of services.
- [2] If the "software support" service is ordered in addition, the Customer shall appoint the key users who are authorised to contact the GERMANEDGE helpdesk.
- [3] Upon ordering this SoW, GERMANEDGE shall
 - a) communicate the link to the download portal for new software versions and provide corresponding accounts for the customer or agree on an alternative provision method with the customer,
 - b) if applicable, provide a telephone number to contact the GERMANEDGE Helpdesk and
 - c) set up the corresponding customer accounts in the GERMANEDGE ticket system for the direct submission of requests.
- [4] 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.

5.3 Service Reviews

- [1] To continuously improve the agreed service, the Customer and GERMANEDGE shall carry out a service review on a regular basis. Details of the reporting cycle (e.g. quarterly or half-yearly), the procedure (e.g. remote meetings/video calls or face-to-face meetings) and a standard agenda are defined by mutual agreement once the software maintenance has been ordered.
- [2] As part of these reviews, the supplier shall report on the use of the support services, any problems encountered and possible measures for service optimisation.

5.4 Place of performance

- [1] The support services of this SoW are provided by GERMANEDGE personnel only remotely, i.e. at the respective workplaces of the employees.

6 Term

- [1] The basic term of this SoW is one (1) year beginning with the licence agreement and/or receipt of the purchase order by GERMANEDGE, unless agreed on otherwise. Thereafter, the term shall be renewed by 12 months in each case unless it is not cancelled 3 months before the end of a contractual period.

7 Invoicing and Payment terms

- [1] The services described in this SoW are invoiced annually in advance, two (2) months before the start the respective 12-month contractual period.
- [2] Payment is due within 30 days of invoicing. No discount will be granted.

7.1 Price Adjustments.

- [1] The fees are valid for the duration of each contractual period. Germanedge may adjust the fees annually with a 60 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.

8 General terms of contract

8.1 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.

8.2 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

Service Terms – Software Maintenance Statement of Work



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.