

The Maintenance and Support Rules are part of the General Terms and Conditions "Software Support and Maintenance" (<https://easy-software.com/en/contracts/gtcm/>), which refer to this policy.

Maintenance and Support Rules (Policy)

Version: September 1, 2021

1. Overview

Unless stated otherwise, this policy applies to maintenance and support for all EASY software products (software maintenance).

"Party", "you" and "your" refer to the natural or legal person that has ordered maintenance and support from EASY or an EASY-authorized partner.

"Program" is a single software program (software) or a set of software programs that makes up a software bundle or a software solution.

"EASY" refers to EASY SOFTWARE AG or one of its majority-owned associated companies.

"Software maintenance" includes software maintenance and support.

"Maintenance contract" refers to the contract that regulates software maintenance services, i.e. maintenance and support for software. It is also referred to as "Software Maintenance Contract" or "Maintenance and Support Contract".

"Charges for software maintenance" or "Maintenance charges" refer to the charges for software maintenance services. They include the charges (also referred to as "fees", "prices", or "flat-rates") for maintenance and support.

To receive technical support as provided by EASY Support and as described in this Software Maintenance Policy, all programs must be properly licensed and provided with a congruent maintenance contract ("1:1 ratio").

Maintenance and support are provided for errors and issues that are demonstrable in the customer-licensed and currently supported release of an EASY program. This must be running unaltered and complying with the configuration of the hardware, database and operating system required by EASY program documentation (as specified in the system requirements).

Unless specified otherwise, information about product release versions and supported platforms for all EASY programs is available via EASY's home page, described below.

EASY reserves the right to modify this software maintenance policy; however, EASY changes to this policy will generally not result in limiting the scope of the maintenance and support services rendered for supported programs during the support period and for which fees for maintenance and support have been paid.

2. General Maintenance and Support Terms

2.1 Maintenance fees (maintenance and support fees)

Support fees are due and payable annually in advance at the beginning of a support period unless specified otherwise in the respective order or contract, order confirmation, or subscription agreement with EASY or an EASY affiliate. Payment or commitment to pay are the prerequisite to accepting and processing maintenance and support orders (tickets) with EASY. An invoice will be issued and sent to a single billing address specified by the customer. Failure to submit payment will result in the termination of maintenance and support services. Maintenance and support will be provided pursuant to the terms of the order under which they are acquired. Due maintenance and support fees shall be due and payable in accordance with the payment terms.

2.2 Support period

Maintenance and support will be rendered from the date the customer order becomes effective unless specified otherwise in the order or order confirmation. If the order has been placed via an EASY customer portal or an EASY Webshop, the date the order is accepted by EASY will be relevant.

Unless specified otherwise in the order or order confirmation, the EASY Maintenance and Support Terms including prices refer to a support period of 12 months ("Support Period"). Following order confirmation, the order for maintenance and support services can no longer be canceled and the sums paid are non-refundable unless other arrangements are made in the respective order. EASY is not obligated to render maintenance and support services beyond the end of the support period.

2.3 License pack

A license pack consists of software licenses subject to a purchase order (order confirmation), referring to the current license terms, to the current License Policy, and to

the current EASY price list.

Development and demo licenses available via an EASY partner program are not part of the definition of a license pack.

EASY partners providing contractual first-level support for end users, a license pack consists of all the licenses purchased by the end user or of all licenses included in an application or solution package. In this case, the licenses must always include adequate and congruent support for the purpose of full usage.

If EASY offers first-level support for all EASY licenses of an end user, adequate and congruent software maintenance must be included in the order for all these licenses.

2.4 Congruent software maintenance

When ordering maintenance and support, all licenses of a license pack must be given adequate and congruent software maintenance; otherwise, the claim for software maintenance shall lapse. This also applies to purchasing additional licenses. Software maintenance is congruent if a concurring, i.e., uniform, software maintenance agreement is concluded for each license acquired by the customer ("No license without maintenance"; "1:1").

If the customer wants to use Extended Support (see below), he must still maintain the regular standard software maintenance for the entire license pack. If EASY offers this separately, the customer must purchase Extended Support for all licenses of a license pack if he wants to retain Extended Support for a specific release version.

EASY does not support a subset of licenses within a license pack. In the event of partial abandonment of the license use through termination, the license pack must be reduced with the licenses that are no longer maintained. License terminations must be proved with a letter of termination delivered to EASY (registered mail).

2.5 Resuming maintenance and support

If maintenance and support have expired or they have not been purchased directly and congruently with a (software) license, a "recovery fee" will be invoiced.

This "recovery fee" is computed as follows:

2.5.1 If maintenance and support have expired, the "recovery fee" amount shall amount to 125% of the last annual net maintenance fee paid by the customer for the respective program. The period of the year following maintenance end through to the year in which maintenance is resumed must be remunerated. If maintenance has terminated, for example, by December 31, 2016 and if it is to restart from January 1, 2022, 125% of the monthly maintenance fee calculated for 2016 must be paid over a period of five (5) years (= 60 months);

2.5.2 If the customer never concluded an adequate and congruent maintenance and support contract for the respective software at any one time, the "recovery fee" shall amount to 125% of the net maintenance fee that would have accrued according to the then valid price list if maintenance for the respective software had been directly ordered when purchasing the license. The "recovery fee" shall be prorated from the original ordering date for the license.

2.5.3 In addition to the "recovery fee" described above, the customer must pay the maintenance and support fee for the license scope used according to the current price list for the support period ordered. The scope of the previous license pack will, if necessary, be reflected with the current products and modules of the current price list, and recalculated. In case of extensions, adjustments to this annual maintenance fee will be made, if necessary.

If the customer previously acquired maintenance and support from an EASY-authorized distributor and then orders maintenance and support directly from EASY, a system check will be performed at a charge, with maintainability of the installation being checked, as well as billing a surcharge, for the "recovery fee" and the maintenance fee.

Unless support is resumed for the entire license pack or if support for a subset of licenses from a purchase order is resumed, the "License Pack", "Identical Service Levels", and "Pricing following Reduction of Licenses or Support Levels" provisions shall apply.

2.6 Pricing following reduction of licenses or support levels

In the event that a subset of licenses from a single order is terminated or if an ordered support level is reduced, the maintenance fee for the remaining licenses on that order shall be calculated at EASY's list price valid at the time of termination or reduction.

This maintenance fee may not exceed the previously paid maintenance fee for the remaining licenses and the licenses being terminated or no longer supported, and shall not be reduced below the previous maintenance fees paid for the licenses still supported.

If a price for additional licenses is defined in the license order from which licenses are terminated, support for all of the licenses ordered pursuant to the fixed price shall be calculated at EASY's list price for support valid at the time of reduction.

2.7 No EASY software without software maintenance

Customers no (longer) using EASY software shall not be entitled to downloading or receiving updates (minor or major release versions), service release versions, patches, bug fixes, telephone support, or other maintenance and support services.

EASY software that has been purchased or downloaded for testing, for use with other supported programs, or as replacement installation media may not be used to update non-supported EASY software.

2.8 Technical contacts / certification

The technical contacts of the customer are the sole liaisons between the customer and EASY Support for maintenance and support services. The customer's technical contacts must have at least attended a basic product training course and, as needed, completed additional training courses for a specific role, for administrative operation, implementation, specific product usage, and/or a migration project.

The customer's technical contacts must be knowledgeable about EASY-supported programs and their own system environment in order to troubleshoot system issues and to assist EASY in analyzing and resolving service requests.

When submitting a service request, the technical contact must have a basic understanding of the problem to be able to reproduce the problem in order to assist EASY in diagnosing and triaging the problem. To avoid interruptions in support services, the contacts must notify EASY Support whenever technical contact responsibilities are transferred to another individual, and enable them all required system access.

The customer may name one primary and four backup individuals ("technical contacts") per license pack to serve as liaison to EASY Support.

From a maintenance fee of, respectively, €500.000 net per license pack, the customer's option is to name an additional two primary and four backup technical contacts.

The primary technical contact is in charge of

- (1) monitoring service requests, and
- (2) developing and implementing troubleshooting processes in the customer's organization.

The technical backup contacts are responsible for resolving user issues (user support).

The customer may be charged a fee for naming additional technical contacts.

EASY may review service requests logged by the customer's technical contacts, and may recommend specific training courses to avoid service requests that would be prevented by such a training course.

2.9 EASY software updates and upgrades

Update refers to a later release version that EASY provides its customers with a maintenance contract referring to EASY software licenses. These may be minor or service release versions. A major release version represents an upgrade; it is indicated by the first ordinal digit (e.g. 7.x). A minor release version is indicated by the second ordinal digit after the point (e.g. 7.1). A service release version happens within the minor release cycle; it is indicated by the addition "SR" (e.g. 7.1 SR 1) provided the customer has ordered congruent maintenance services that include software updates for such licenses within the respective period.

For upgrades and updates, EASY may demand additional license fees, and the corresponding additional maintenance fees. Upgrades and updates therefore do not include release version, options, or successor products of EASY software that EASY licenses separately.

Updates are provided when available (as determined by EASY); they might not include all versions (releases) previously available for a program acquired by EASY. EASY is under no obligation to develop any additional programs (successor products) or special functionality in the future.

Any updates made available will be delivered to the customer, or made available for download. Upon shipping, the customer shall, where technically possible and useful, receive an update copy for each supported operating system for which program licenses were ordered. The customer shall be responsible for copying, downloading, and installing the updates.

2.10 Right to stop software maintenance

It may become necessary, as part of EASY's product lifecycle, to stop specific program release versions (including any embedded third-party programs for which support has been retired by the manufacturer or vendor of such programs for which, at EASY's discretion, it is no longer practical for EASY to support). Which is why EASY reserves that right.

For individual program release versions, EASY may make further definitions for lifecycle support (see below). EASY reserves the right to make changes to the information for stopping support.

2.11 First and second level support

The customer is obligated to establish and maintain organizational structures and processes required to provide application support to users for EASY programs under maintenance (in the section below also referred to as programs).

This application support shall, among other things, include (but is not limited to):

- (1) a direct response to user requests with regards to performance, functionality or operation of the programs,
- (2) a direct response to users with regards to problems or issues with the programs,
- (3) a diagnosis of problems or issues with the programs.

If after reasonable commercial efforts the customer is unable to diagnose or fix problems or issues with the supported programs, the customer may contact EASY for "Second Level Support". The customer must make commercially reasonable efforts to provide EASY the necessary access (e.g., access to repository files, log files, or database extracts) required to provide support.

First or second level support includes:

- (1) diagnosis of problems or issues with the supported programs, and
- (2) reasonable commercial efforts to fix the reported and verifiable bugs in supported programs so that these supported programs perform in all essential respects as described in the associated documentation.

EASY may review service requests logged by the customer's technical contacts, and may recommend specific structural and process changes to assist the customer with the above recommended standard procedures.

2.12 Third-party-specific support terms (system environment)

The customer must preserve a supported system environment – including operating systems required for this, applications and platforms – to receive maintenance and support. If a vendor whose products wholly or partially influence the system environment retires support for its products or offers future support only in return for payment, the customer may be required to upgrade to a current product, application, hardware platform, framework, database, and/or operating system configuration recommended or mandated by EASY at his own cost to continue receiving maintenance and support services from EASY.

3. Software Maintenance Levels

The following software maintenance versions (maintenance and support) are available:

- Standard maintenance (also generally referred to as "software maintenance & support", "standard support" or "software maintenance", and displayed thus in an order confirmation); the standard maintenance can be enriched with a "premium maintenance" (service number 3240-0002, see below)
- Extended support (where offered and agreed)
- Lifetime support (where offered and agreed)

A description of the services available under Standard Maintenance, Extended Support and Lifetime Support is included below.

3.1 Standard maintenance

Standard Maintenance is available from the date a release of the EASY software program becomes generally available.

3.1.1. Standard maintenance includes

- 3.1.1.1 Service release versions, error corrections (bug fixes / hotfixes / patches), security alerts
- 3.1.1.2 Help with service requests 10 a day, 5 days a week, Mondays to Fridays 08:00 a.m. to 06:00 p.m. CET, except on German national holidays and holidays specific to the German state of North-Rhine Westphalia, as well as Christmas Eve (December 24) and New Year's Eve (December 31).
- 3.1.1.3 Access to the customer support portal (24/7 customer support ticket system; Web-based ticket tasks; tickets will be processed the same day or the following business day); including the option to submit service requests online, where offered by EASY.
- 3.1.1.4 Non-technical customer service during ordinary business hours.
- 3.1.1.5 If stated expressly as a free service for standard maintenance in written form: Minor release versions and selected functional release versions.
- 3.1.1.6 If stated expressly as a free service for standard maintenance in written form: Major release versions where and to the extent that EASY develops and provides these.

Unless explicitly precluded in a license/maintenance contract, EASY may demand payment of a separate fee for upgrades and updates.

3.1.2. End-of-Life / end of standard maintenance

Binding information about End-of-Life (EOL) of EASY products (end of software maintenance) are available in an overview at <https://easy-software.com/en/services/support/versionlist/> (version list).

If products or product release versions do not appear in the version list, the following applies:

- 3.1.2.1 Maintenance and support (including error corrections) end three (3) years after release of the first major release version (e.g. 5.0). Maintenance will continue unless a new major release version has been released and the product has already reached "end-of-life" (EOL) status.
- 3.1.2.2 Software maintenance for a major release version may continue for a maximum of two (2) additional years after expiration of the three years unless a new major release version has been published; this is up to EASY's discretion. Bugs and defects will be fixed only in the latest version of the minor and service release versions based on the major release version.
- 3.1.2.3 Minor release: Maintaining a minor release version ends with the appearance of a new minor release version within the same major release version. In these cases, maintenance will be performed as part of service releases (SR).
- 3.1.2.4 Service release: Corrections within a service release version are provided in a subsequent service release or minor release version.
- 3.1.2.5 Specificity for SAP solutions: Maintenance and support for a specific release version of a product of the EASY for SAP product range (formerly 'PCM') end after release of the second follow-up release version of that program, but not later than two years after publishing the respective release version.

3.2 Extended Support

Extended Support is available for specific EASY software products and release versions after Standard Support has expired. For which products it is available must be individually agreed.

When Extended Support is provided, it is generally available for two (2) years after expiration of Standard Support, and only for the release of a program.

Unless specified otherwise in this section, supported program releases for which Extended Support is available will receive software maintenance and support limited to the following:

- 3.2.1 Service releases, error corrections (bug fixes / hotfixes / patches), security alerts
- 3.2.2 Upgrade scripts (availability depends on the licensed program)
- 3.2.3 Major release versions where and to the extent that EASY develops and provides these, plus usually available minor release versions, selected functional release versions
- 3.2.4 Assistance with service requests from Monday through Friday between 09 a.m. and 05 p.m. CET, except for German Federal and North-Rhine Westphalian public holidays, and except for Christmas Eve (December 24) and New Year's Eve (December 31).
- 3.2.5 Access to the customer support portal (24/7 customer support ticket system; Web-based ticket tasks; tickets will be processed the same day or the following business day); including the option to submit service requests online, where offered by EASY.

Extended Support does not include release of software for use in conjunction with new products / versions from third parties, or such products / versions that have not (yet) been tested by EASY.

3.3 Lifetime Support

Lifetime Support will be available after expiration of Standard or Extended Support. Because program release versions under Lifetime Support are no longer fully supported, information and services regarding those release versions may be limited (to Best Effort). Unless specified otherwise in this section, program release versions for which Lifetime Support is available will receive software maintenance and support according to the Best Effort principle limited to the following:

- 3.3.1 Only the service release versions, error corrections (bug fixes), security alerts, and critical patch updates created during Standard Support or "Extended Support" (if offered, and only after expiration of the "Extended Support" period)
- 3.3.2 Tax, legal, and regulatory updates (availability depends on the country and/or program); only those that have arisen during Standard Support or "Extended Support" (if offered)
- 3.3.3 Upgrade scripts (availability depends on the licensed program); only those that have been created during Standard Support or "Extended Support" (if offered, and only after expiration of the extended support period)
- 3.3.4 For a separate fee: Shipment of major release versions, if and inasmuch as EASY develops and provides these and, if necessary, available minor and maintenance (SR) release versions, (if and inasmuch offered) selected functional release versions, and product documentation updates; implementation services shall remain subject to charges.

- 3.3.5 Assistance with service requests: 8 hours a day, 5 days a week, business days (Monday through Friday, from 09:00 a.m. to 05:00 p.m. CET, except for German Federal and North-Rhine Westphalian public holidays, and except for Christmas Eve (December 24) and New Year's Eve (December 31)).
- 3.3.6 Access to the customer support portal (24/7 customer support ticket system; Web-based ticket tasks; tickets will be processed the same day or the following business day); including the option to submit service requests online, where offered by EASY.
- 3.3.7 Non-technical customer service during ordinary business hours.

Lifetime Support does not include:

- New program updates, bug fixes, security alerts, and critical patch updates within the minor release cycle
- New tax, legal, and regulatory updates
- New upgrade scripts
- Program release for use in conjunction with new products / products versions from third parties, or such not (yet) tested by EASY
- Availability 24 hours 7 days a week (24/7) and response guarantees for service requests at priority level 1, according to section "Defining the priority levels" (see below)
- Previously released fixes or updates that EASY no longer supports.

4. Additional support services subject to charges

4.1 Service Request Packages for partners

Service Request Packages are available to members of the EASY Partner Program if this is expressly stipulated in the Partner Agreement.

Service Request Packages provide Web-based technical support in the form of packages of 10 or 25 service requests which, however, do not include any updates and which are not available for all programs. For availability of this offer, please consult your sales contact at EASY.

Service Request Packages are valid for one year from the purchase date.

Unused service requests will lapse, depending on the earlier occurrence, after

- (1) expiration of the one year, or
- (2) expiration of the EASY partner status unless that status is extended.

Access to the portal will be limited to service requests if the last paid service request is complete.

4.2 Remote Administrator Package

The EASY Remote Administrator Package offers a flexible total number of hours to be used for service by EASY to be remotely rendered. Remote access (VPN, TeamViewer, etc.) is the prerequisite to rendering the service. The total number of hours can be queried for a year from the ordering date. Services from an EASY Remote Administrator Package require an effective software maintenance contract for the EASY license package used. The following service packages are available:

- 4.2.1 Remote Administrator Basic Package (3240-0015):
6 hours (within 12 months from time of booking)
- 4.2.2 Remote Administrator Enhanced Package (3240-0016):
15 hours (within 12 months from time of booking)
- 4.2.3 Remote Administrator Premium Package (3240-0017):
25 hours (within 12 months from time of booking)

Time collection is by the minute.

The customer's requirement must be ordered at least one (1) business day prior to the desired rendering of the service.

4.3. Special provisions for "Premium" maintenance services for the "ECM – Open System" product group of EASY SOFTWARE (Service number 3240-0002)

4.3.1 Content

- 4.3.1.1 EASY shall take on "Premium" maintenance for the products shown in a license agreement or in the order confirmation. These Maintenance Terms aim to support the customer even more specifically than with "standard maintenance" in fixing system noise through EASY. For example, unscheduled system outages should be kept as low as possible, both in number and duration.
- 4.3.1.2 For maintenance and support of products using EASY ECM from EASY SOFTWARE, the following provisions of the General Terms and Conditions of EASY for "standard maintenance" take precedence. This must be based on an effective software maintenance contract. The license agreement or the respective order confirmation point out the validity of the provisions that follow.

4.3.2 Scope of Premium services

4.3.2.1 The contractual services of "Premium" maintenance and support include the following listed services from "Monday through Friday" (08:00 a.m. – 18:00 p.m.), excepting country-wide German and North-Rhine Westphalian holidays, as well as excepting Christmas Eve (December 24.12) and New Year's Eve (December 31.12).

4.3.2.1 Problem reports and queries

Faults and queries can be transmitted to EASY via the customer's briefed and authorized employees using the EASY support portal as well as the mail address "support@easy.de". The customer's employees are briefed in the support portal at least through transmission of an "EASY user guide to using the Web portal for support".

The employees to be authorized and a responsible contact person of the customer are named by the customer not later than one month after the agreement about "Premium" maintenance and support has been made. Switching responsibilities must be reported to EASY in writing.

4.3.2.2 Maintenance service

EASY shall perform the following professional services for the software products listed in the order confirmation.

Software maintenance: Proactive communication to service releases, bug fixes, hotfixes and patches, as well as security alerts; Free delivery of the software updates and upgrades of the software licenses listed in the order confirmation.

The provisions from the respective manufacturers, which have been listed separately in an exhibit to the order confirmation, apply to maintaining the shipped software by third parties listed separately in the order confirmation.

Response times: The response times for processing incidents are dependent on the respective ticket priority. The priority is computed from the two values of impact and priority:

	Priority		
Impact	High	Medium	Low
High	Prio 1	Prio 2	Prio 3
Medium	Prio 2	Prio 3	Prio 4
Low	Prio 3	Prio 4	Prio 4

Impact describes the influence of a bug on running the EASY solution. This includes how important a system is within a business process and which impairments emerge through the existing problem.

Priority is oriented to the problem's symptoms:

- Makes work impossible or only possible with massive restrictions (High)
- Makes work possible with some restrictions (Medium)
- Makes work possible with hardly noticeable restrictions (Low)

Response time defines the time that lapses between opening a ticket and the beginning of qualifying processing. Computation of time is made only within the agreed service hours. If a ticket opens outside of the agreed service hours, computation time will start on the following business day.

The following response times are herewith agreed:

- Prio 1 2 hours
- Prio 2 1 business day
- Prio 3 2 business days
- Prio 4 3 business days

Troubleshooting: EASY endeavors to troubleshoot problems that occur as quickly and efficiently as possible. Troubleshooting occurs, where technically feasible or justifiable, as remote maintenance to minimize processing times.

4.3.2.3 Delivery manager

Besides the sales contact person, an assigned delivery manager is available as part of the "Premium" services. This serves as a key contact person to the customer for problems in the maintenance and support area.

4.3.2.4 Disclaimer

Maintenance of the hardware used, of the operating system environment and of the network is precluded. This may require a separate agreement.

The maintenance price does not include the following professional services:

- Installation for the purpose of first-time restoration of operational readiness and performing installation of updates
- Developing software programs that have functions other than those specified in the product description
- Familiarizing and training the Customer
- Removing malfunctions and consulting on errors that are tracked to incorrect operation by the Customer
- Restoring data sets and system environments not specifically caused by intervention on the part of EASY.

4.3.2.5 Remote Administrator Basic Package (3240-0015):

The Customer shall be contractually entitled to six hours per year of services from remote administrator basic support.

4.3.2.6 EASY Academy - Flat-rate on demand

4.3.3 Customer's rights and duties

4.3.3.1 As long as EASY is obligated to perform maintenance services, the Customer will only have EASY or, upon the previous consent of EASY, third parties perform all maintenance and other related activities.

4.3.3.2 The Customer is obligated to execute and log the administrative tasks he has to perform himself only on instructions given by EASY.

4.3.3.3 The Customer shall undertake to build a working test system where all modifications to the software can be tested under conditions that come as close as possible to production mode. This particularly applies to modifications made by the Customer himself, as well as prior to loading new release, version or correction versions of the software.

4.3.3.4 The Customer shall be obligated to ensure cooperation necessary for rendering the maintenance service by EASY.

4.3.3.5 The Customer shall be responsible for backup of his data on suitable media, as well as for retaining these disks. The Customer shall also be responsible for regular tests of successful restoration of the backed-up system state.

4.3.3.6 The Customer shall be obligated to provide EASY the documents and information necessary for complying with its duties.

4.3.4 EASY's rights and duties

4.3.4.1 EASY shall be obligated to adhere to the Customer's access log validation.

4.3.4.2 EASY shall be obligated to use data transmitted by the Customer only for system maintenance purposes.

4.3.4.3 EASY shall be obligated to submit a report of rendered and planned professional services upon the Customer's request.

4.3.4.4 EASY reserves the right to render parts of the contractually agreed maintenance and support services in cooperation with authorized service partners in a data protection compliant manner.

Permanent transfer of services shall only be performed upon consulting and consenting with the Customer.

For the current version of the licensed software, respectively, EASY guarantees, until the end-of-life of the products effectively announced to the contact according to Clause 4.3.4.5, the agreed premium maintenance and support services.

Unless EASY provides a successor version (new release version), the Parties may agree, in isolated cases, on an extended maintenance and support period.

4.3.4.6 The maintenance and support services for software to be rendered by EASY do not include software extensions, project developments, or server- or client-side encoding (e.g. scripts) created or modified by the Customer himself.

4.3.4.7 EASY reserves the right to copy and use the software configurations made by the Customer to optimize support.

4.3.5 Maintenance and support charges (support fee)

4.3.5.1 Payment of the support fee for the "Premium" maintenance and support service, plus sales tax/VAT, shall be made to EASY's bank account annually in advance. The order confirmation shall list the amount of the maintenance fee.

4.3.5.2 Services for fixing bugs not caused by EASY must be invoiced separately.

4.3.5.3 EASY reserves the right to adjust prices to the amount of actual expenses and requirements for maintenance services. EASY shall inform the Customer of increasing the amount three months prior to the due date, at the earliest at the end of the agreed minimum term. Two consecutive price increases must generally be separated by at least 12 months. Along with the price adjustment, the Customer shall simultaneously receive an updated order confirmation.

4.3.6 System intervention

4.3.6.1 Interventions with or changes to programs and system environments by the Customer and/or third parties represent a fatal impediment to service performance.

4.3.6.2 In such cases, service obligation on the part of EASY shall only be the case if the original state of the leased programs has been restored.

4.3.6.3 To the extent that EASY performs tasks to restore the original state upon separate prior agreement, these will be calculated separately regardless of the service contract.

4.3.7 Commencement of maintenance

The Parties shall determine in the software license or maintenance contract or in an order confirmation when the "Premium" maintenance and support relationship starts. From December 31 of the first year after concluding the contract, the term shall be identical to the term of standard maintenance unless the Parties have agreed otherwise.

4.4 Defining the priority levels

Service requests and incidents (tickets) for supported EASY software for which effective software maintenance has been agreed may be transmitted online through EASY's Support Portal at <https://projects.easy.de/plugins/servlet/desk/portal/1>.

The priority level of tickets is set by the customer and by EASY; it is based on the specified definitions of priority levels specified below.

4.4.1 Priority level 1

Situation: Production use of the supported software is not possible or so severely impaired that the customer can no longer adequately continue working. Usability is completely lost. The operation is mission critical to the business, and this is an emergency situation.

A Priority Level 1 ticket (service request) has one or more of the following characteristics:

- Corrupt data
- A software function that is mission critical to the customer's business is not available
- The system "hangs" indefinitely, causing unacceptable or indefinite delays for resources or responses
- The system crashes, even after multiple attempts at restarting it.

In this case, EASY shall undertake reasonable efforts to respond to Priority Level 1 service requests within three (3) hours by default.

Unless stipulated in an individual Premium Support Agreement or a Managed Service contract granting 24x7 1h support, EASY shall provide daily eight-hour support for Priority Level 1 service requests for supported software by default (service working eight hours on five weekdays (Monday through Friday) until the issue is resolved), provided the customer actively cooperates with the EASY personnel working toward resolution of his Priority Level 1 service request. The customer must provide EASY Support with a contact for the period of eight hours on five business days (except Saturday) who can be reached either on-site or by telephone to assist with collecting data, performing tests, and applying corrections. EASY shall assume that the customer selects Priority Level 1 classification with care, so that valid Level 1 tickets can be assigned the required EASY resources. If a customer submits an unwarranted service request for Priority Level 1, EASY will charge him the costs.

4.4.2 Priority level 2

Situation: The customer experiences fatal loss of software functionality or service. Important features are unavailable, with no acceptable workaround solution. However, work is possible with some restrictions.

4.4.3 Priority level 3

Situation: The customer experiences a minor loss of software functionality or service. The impact is an inconvenience which may require a workaround solution to restore the function.

4.4.4 Priority level 4

Situation: The customer requests information, enhancement, or clarifying the software documentation; however, there is no impact on running the software. The customer does not experience loss of service. System operation is not impaired by the result.

5. Web-based customer support portal / EASY Support HelpDesk

EASY Support HelpDesk is an EASY Website to back up software support: <https://projects.easy.de/plugins/servlet/desk/portal/1>.

Access to EASY Support HelpDesk is subject to the conditions of use for the EASY Support HelpDesk, to be found on the Website. The conditions of use for EASY Support HelpDesk can be modified to EASY's discretion. Only technical contact persons named by the Customer can access EASY Support HelpDesk.

6. Tools for executing technical support services

EASY may provide collaboration tools (e.g., tools that enable EASY, with your consent, to access the customer's computer system (e.g., Skype, TeamViewer, WebEx, or EASY Eileen) and other software tools (e.g., tools to assist in collecting and transmitting configuration data (e.g., EASY Eileen)) to assist with resolution.

These tools are licensed under special terms and may be subject to additional provisions that are provided with the tools.

Some of the tools are designed to collect information about the configuration of the customer's computer environment ("tool data"); they do not enable accessing, collecting or

storing any personal data (except for technical support contact information) or business data residing in the customer's computer environment.

By using the tools, the customer consents to transmitting his tool data to EASY for the purposes of rendering reactive and proactive technical support services. In addition, the tool data may be used by EASY to assist the customer in managing his EASY product portfolio, to guarantee compliance with license and services requirements, and to help EASY improve upon product and service offerings.

Some of the tools may be designed such that the customer connects automatically or routinely and that he might not receive separate notification of the connection. The customer shall be responsible for maintaining the telecommunications gateway via which the tools transmit the tool data to EASY. Use of the tools is voluntary; it needs to comply with the EU General Data Protection Regulations (GDPR). However, refusal to use the tools may impede EASY's ability to render technical support services. EASY will provide and contract a special Data Privacy Agreement (DPA).

More details about some of the current tools EASY uses for technical support services, the data collected, and how the data is used, are described in a white paper that is provided for the customer upon request. The customer may also contact his EASY sales representative or call Customer Support for more details regarding the tools and their availability.

If EASY expressly points out in the documentation of a tool, in the technical software maintenance policy (Maintenance and Support Rules), in a purchase order or Readme file that a tool is provided under separate license terms ("Special Terms of Use"), these terms shall apply to the customer's access to and use of the tool.

According to the tool's documentation or Readme file, an embedded third-party software, or third party software licensed under special terms of use (e.g., MongoDB or OpenJDK) may be required to access or run the tools. The customer's rights to use a tool or software licensed under special terms of use shall not be restricted or modified in any way through his agreement with EASY.

7. Privacy statement and IT security for customer support

EASY provides maintenance and support according to the privacy statement available at <https://easy-software.com/en/ag/contracts/ppoll/>, as well as to the privacy agreements to GDPR.

EASY is deeply committed to the security of its maintenance and support services. In rendering standard technical support services, EASY will adhere to its IT security standard practices.

The maintenance and support security practices are subject to change due to legal changes or at EASY's discretion. However, EASY will not materially reduce the scope of security specified in the customer's standard practices or, if necessary, in the maintenance and support rules during the period for which fees for maintenance and support have been paid.

It should be noted that support services and EASY systems used for these are not designed to accommodate specific security and privacy requirements that may be required for storing or processing certain types of sensitive data. Information about how to remove sensitive data from customer's queries is available via EASY Support.

GDPR (General Data Protection Regulations of the European Union): Notwithstanding the above restriction, some customers from outside of the European Union (EU) may have made agreements with EASY governing customer support's handling of the personal data of residents in the European Union (EU) or the European Economic Area ("EU & EEA Personal Data"). If the customer wants to transmit EU or EEA Personal Data to EASY as part of the technical support services, he must:

- EU standard contractual clauses or a data transfer agreement with EASY that specifically refers to technical support services and covers them.
- transmit EU or EEA personal data only in service request attachments on the EASY Support customer portal
- not include EU or EEA personal data in the body of service requests (excepting contact information required by EASY for responses)
- when prompted by EASY Support, indicate that the service request attachment may contain EU or EEA personal data.

8. Contact Data

Contact data is available on the EASY Support site at <https://easy-software.com/en/services/support/>.