

Maintenance and Support Conditions

(Annex to the AppTec Contractual Conditions for the Use of AppTec Software Products)

Information on support for the use of AppTec software products

(Type and scope of services)

Upon charging for the service as agreed, AppTec GmbH, St. Jakobs-Strasse 30, CH-4052 Basel (henceforth referred to as the “Provider”), undertakes to fulfil the maintenance and support services defined in the following during the billing period.

I. Object of maintenance

See invoice (licence certificate).

II. Maintenance service

1. Updates and upgrades

These are improved/further developed versions of the software and are provided to the Customer for download as a virtual appliance update or in the cloud as SaaS.

2. Exclusions

Program extensions developed by the Customer are not the subject of this agreement.

The maintenance of third-party software, which is supplied with the virtual appliance, is excluded or only available in exchange for an additional fee. The Customer is responsible itself for updating third-party software. No updates or upgrades are provided to this end.

Third-party software includes Linux, Apache, MySQL and the virtual machine.

III. Support services

1. Support

a) Basic support (SaaS and on-premise)

Basic support encompasses the clarification of disruptions, insofar as this is possible via remote support, and temporary assistance (preparation of workaround solutions) in the event of disruptions, insofar as this is possible without changes to the source code of the supported products. Support for other software is not provided within the framework of this agreement.

The Provider shall decide on whether a software error exists in the supported products. The Provider shall define the response time. However, the Provider assumes no guarantee that the problem will be solved within the response time. The response times are defined based on the pertinent disruption class (see “Procedure: Handling of disruptions during defined support times”).

b) Full and priority support add-on (SaaS and on-premise)

In addition to basic support, full and priority support encompasses the clarification of issues when using our products as well as the clarification operating errors, insofar as this is possible via remote support. The support queries are processed as a priority.

1.1 Exclusion of support services

Technical support for third-party software, which is supplied with the virtual appliance, is excluded or only available in exchange for an additional fee. The full and priority support does not encompass the

installation of software and is not intended to replace training. These services must be ordered separately.

Third-party software includes Linux, Apache, MySQL and the virtual machine.

2. Times

The Provider offers support during the following times:

Monday to Friday from 8:00 am to 5:00 (CET).

The availability of support via telephone and email is dependent on the connection availability of the telecommunication services. Taking into account the connection availability provided by the telecommunication services, the support of the Provider can only be granted for a connection availability of 97% for its customers. The connection availability refers to the actual, determined availability for a period of 12 months in relation to the total number of theoretically possible connection hours. Support cannot be reached on statutory public holidays. On 24 December and 31 December every year, support can only be reached in the morning until 12:00 pm (noon). The Provider shall provide advice and recommendations. Rectification of errors is not part of the support service.

Any customer can avail itself of these services as follows:

- Website: www.apptec360.com
- Email: support@apptec360.com
- Telephone: +41 (0) 61 - 511 - 32 10
- Fax: +41 (0) 61 - 511 - 32 19

The Customer is responsible for using a further developed version of the software. The newest version of the AppTec software is available to download from www.apptec360.com.

The support obligation refers to the newest available version of all AppTec software products in fulfilment of this agreement. For an old version, it ends 12 months after release of the further developed version by the Provider. If the Customer insists on support for an older version and the objective framework conditions for the fulfilment of this service are satisfied, the Provider may request the remuneration of the additional costs thereby caused (including the cost of maintaining the necessary support environment).

3. Procedure

In order to define priorities for the work of the Provider, three disruption classes are agreed for the handling of disruptions during the defined support times:

Class 1:

Disruptions severely restrict operations or even result in a standstill:

The Provider will take action immediately, no later than four working hours within the defined support times since the request.

Class 2:

Disruptions impair operations, and not merely to an insignificant extent:

The Provider will take action as soon as possible, no later than eight hours within the defined support times since the request.

Class 3:

All other disruptions:

The Provider will take action at a time reasonable for the Customer.

The Provider shall decide on which disruption class is applicable to the respective problem. The Provider undertakes to observe these response times. However, the Provider expressly assumes no guarantee to solve the problem within this period of time or within a reasonable period of time.

Maximum of two call-back attempts

In the event that a Customer has verifiably submitted a disruption report (ticket) to the Provider, the Provider undertakes to call back the Customer if it is unable to resolve the disruption immediately. If the contact partner of the Customer cannot be reached in spite of two verifiable call-back attempts by the Provider, and should the contact partner of the Customer fail to contact the Provider within 24 hours, the Provider shall be permitted to declare the ticket as resolved to the Customer in writing.

Authorised contacts of the Customer

In order to ensure that the Provider is able to render an efficient support service, the Customer shall disclose in writing two sufficiently technically qualified employees as contact partners for the Provider. In the event of a change in contact partners, the Customer undertakes to disclose the new contact partners in writing. If the Customer is unable to name any sufficiently qualified employees, the Provider shall offer training measures for induction in the AppTec software. The Provider provides no assurance of admission into a training programme at short notice.

Queries beyond the support programme

The Customer is not permitted to request support services that go beyond matters in relation to the functionality of the supported programs. The Provider shall promptly inform the Customer to this effect. Notwithstanding the above, should the Provider provide support services that go beyond matters in relation to the functionality of the programs, the Provider expressly rejects any liability for such services.

Cause of disruptions with third parties

In the event that the Provider receives a ticket and it emerges that the cause of the disruption lies within the area of responsibility of a third party or the Customer, in particular with a program that was not developed or is not supported by the Provider, the Provider is permitted to subsequently request remuneration for the costs incurred in accordance with the respectively applicable price list of AppTec.

(Version: August 2019)