

This maintenance and support agreement relates directly to the acquired gds software product and constitutes a legally binding agreement between the customer (hereinafter referred to as the “customer”) and the gds Group (hereinafter referred to as “gds”).

A key component of this agreement are the General Terms and Conditions (GTC) of gds. The General Terms and Conditions can be found on our website <http://www.gds.eu>.

## **§ 1 Subject of the agreement**

§ 1.1 The subject of the agreement is the maintenance and support of the purchased software product.

§ 1.2 gds assumes responsibility for maintenance of the purchased program parts pursuant to Section 2 “Maintenance and support services”.

## **§ 2 Maintenance and support services**

§ 2.1 gds maintenance and support services include in particular the following items:

- Making available of the latest updates/upgrades for the software purchased from gds, including any possible bug fixes or upgrades. The executability concerning changing system requirements is also ensured through these updates/upgrades.
- Updating of software documentation.
- Written and telephone advice on user questions concerning features and functioning relating exclusively to the software products purchased from gds.

§ 2.2 The following services in particular are not included in the contractual obligations of gds:

- Any adaptations, customizations or realizations of customer requirements, deviating from the standard scope of supply of the software program.
- Consultancy outside of regular support hours.
- Administration of customer-provided infrastructure, hardware or software on which the purchased software is installed.
- Maintenance and support services that become necessary due to a change of software on another hardware system or with another operating system.
- Maintenance and support services required due to use of software or hardware that does not meet system requirements.
- Maintenance and support services following a customer intervention in the software configuration or software program code.
- Maintenance and support services relating to operation of the purchased software with other computer programs that are not part of the purchased software.
- Modification of the system architecture of the purchased software by the customer and support of this conversion by gds.
- Changes in the document structure (DTD, schema), metadata, configurations and workflows.
- Structural, layout and publication changes (template changes and modification of the publication routes provided).

§ 2.3 In the event of the insolvency of gds and simultaneous non-continuation of the software by a third-party company, the customer is entitled to obtain the source code of the version currently available to him or her. However, the customer does not have this right if the software is sold by gds to a company for further maintenance.

## § 3 Classification and integration of support inquiries

The acceptance and classification of incoming support inquiries form an integral part of this maintenance and support service agreement. There may be charges associated with the service requested by the customer, depending on the type of support inquiry.

Classification of support inquiries according to type

Type	Description	Type of Service
Support Request	Support during use of standard functions in the course of the user's inquiry that can be answered via the hotline (ticket, email or telephone)	Free of charge
Service Request	Services to be classed under Section 2.2	Subject to a fee
Change Request	Possible change or optimization of an existing standard function	Subject to a fee
Incident	Fault, impairment of functionality	Free of charge if caused by gds Subject to a fee if caused by the customer

Classification of support inquiries according to urgency

Priority	Description
Very high	Due to the fault, working is no longer possible with the purchased software. Operational procedures are massively disturbed (e.g., software does not start, document/module cannot be created/opened).
High	Working with the purchased software is possible, but subject to severe limitations (performance, time-consuming workaround – but the result is satisfactory).
Medium	Further working with the purchased software is possible to a limited degree. The customer's workflow is hampered by the fault.
Low	There is a question concerning layout creation or editor function for which Support itself must conduct an investigation/test.
Very low	The user waits for a response to a feature or customizing request.

## § 4 Response time

The response time is the time that is needed

- to analyze the support case,
- to provide a solution or workaround or, if the case cannot be solved within the response time due to its complexity, to suggest a course of action through which to resolve the case in a separate project.

The response time does not explicitly include solving of the problem within the response time itself. Due to the complexity of the application, a solution may take longer than the agreed response time.

gds guarantees a response time of 1 business day for support cases classified as “very high” priority and 2 business days for “high” priority cases. The other classifications are “medium” priority (7 business days), “low” priority (14 business days) and “very low” priority (30 business days). Business days are the days of the week from Monday to Friday without statutory public holidays falling on these business days.

## § 5 Communication

§ 5.1 The customer must exclusively make contact using one of the communication channels listed below:

- Customer portal: <https://portal.gds.eu> via taking a ticket (preferred)
- E-mail: [support@gds.eu](mailto:support@gds.eu) (a ticket is taken automatically) (preferred)
- Hotline/Telephone: +49 2583 301 3333

Information about the customer portal: All support cases can be viewed via the gds customer portal <https://portal.gds.eu>. Registration is required for this. The customer uses the gds customer portal to transfer data needed for analysis of issues (error descriptions, logs, screenshots, source data, publication results, etc.).

§ 5.2 Unless contact for a support inquiry is established using one of the communication channels listed under Section 5.1, a service that is subject to a fee for the customer could directly result as a consequence.

## § 6 Cooperation obligations

§ 6.1 When describing, narrowing down, determining and reporting defects, the customer must comply with the instructions provided by gds. If necessary, the customer should use check lists provided by gds.

§ 6.2 The customer must specify his or her error messages and questions as precisely as possible. He or she should rely on competent staff for this purpose.

§ 6.3 gds can only guarantee appropriate support if the customer gives gds the opportunity to get to know and assess the complete infrastructure and installation environment in which the software was installed. Moreover, the customer must enable access to the data necessary for support. To this end, gds commits to secrecy and guarantees that data, documents and other information of the client disclosed are treated as business secrets and handled with the strictest of confidence.

Access option

- Remote maintenance via the TeamViewer software.
- Following consultation regarding the remote maintenance solutions provided by the customer.
- In the absence of remote maintenance options, gds reserves the right to invoice any on-site support that may become necessary.

§ 6.4 Software updates already existing which contain the solution to an issue obligate the customer to realize these updates before further use of support.

## § 7 Support hours

Unless otherwise agreed, the following support times are available:

- Monday to Thursday: 8 a.m. to 5 p.m. (CET) or (CEST)
- Friday: 8 a.m. to 4 p.m. (CET) or (CEST)

Deviations in public holidays may be possible in the state of North Rhine-Westphalia.

## § 8 Expansion of the underlying software/hardware

gds points out that new releases or additional software components may necessitate adaptation of the hardware and/or operating system. The associated costs are borne by the customer.

Adaptation of the hardware or operating system by the customer, especially third-party software required for operation such as editors, compilers, etc. can lead to conversions and adaptations to the customer's own user data which must be paid for.

## § 9 Additional support packages

Additional support packages that exceed the services defined in the maintenance and support agreement and which cover the services associated with the cases listed under Section 2.2 can be provided. Relevant information can be obtained from gds Support or gds Sales.

Additional support packages contain a fixed quota of support hours. It is valid for a maximum of 12 months – the remaining hours expire following this. However, if a subsequent package is purchased where a residual quota exists, the hours for the previous package can be transferred – thus also extending the term.

The resulting expenses are booked on your support package in the gds ticket system. The package is closed when the quota is used up. A further package can then be purchased.

## § 10 Remuneration

§ 10.1 The maintenance and support fee is calculated for one-year periods and is due in advance for the upcoming one-year period at the beginning of a contractual year.

§ 10.2 The annual maintenance and support fee is 20% of the total license costs plus statutory value-added tax. After the expiry of three years, gds is entitled to adjust the maintenance and support fee to reflect the general development of prices. If the increase in the maintenance and support fee exceeds 10%, the customer may terminate the contractual relationship within a period of objection of 4 weeks after receipt of notice of the price increase without observing a notice period.

## § 11 Term of the agreement and period of notice

§ 11.1 The agreement comes into force on availing of maintenance and support services or on payment of the first invoice by the customer.

§ 11.2 The contractual relationship runs for an indefinite period. It can be terminated at the end of a contractual year with a notice period of 3 months.

§ 11.3 Notice of termination must be in writing. Notice of termination by email or another electronic form is not permitted.

§ 11.4 The right to extraordinary termination for an important reason remains unaffected.

## § 12 Severability clause

Should any provision of this agreement be ineffective, the legal validity of the remaining provisions shall remain unaffected. An effective provision that comes closest to the economic intention of the parties is deemed as agreed in place of the ineffective provision. The same applies to the filling of a gap or loophole.