

## Maintenance & Support Agreement

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”).

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

### § 1 Subject of the agreement

- 1) The subject of the agreement is the maintenance and support of the purchased software product.
- 2) This maintenance and support agreement serves to flesh out the specific maintenance and support services to be provided by gds and it exclusively relates to the software products (hereinafter referred to as “software”) purchased from gds.

### § 2 Maintenance and support services

- 1) gds is under obligation to provide maintenance and support services only for the most current version of the software. The provision of maintenance and support services for older software versions would be an exception and rendered at gds’ discretion. In any case, gds reserves the right to refuse to provide maintenance and support services for older software versions at any time.
- 2) gds maintenance and support services include in particular the following items:
  - Making available of the latest updates/upgrades for the software purchased from gds.
  - Updating of software documentation.
  - Written and telephone advice on user questions concerning features and functioning relating exclusively to the software products purchased from gds.
  - Elimination of software-relevant errors (both within the program code and the documentation) insofar as the root cause of such an error can be traced back to the software program itself.
- 3) 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 the 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 the 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).
- 4) The nature and manner of the error elimination procedure are determined at the discretion of gds. The restoration of operational readiness of the software program is the key criterion for determining the success of the defect and/or error elimination procedure.

### § 3 Classification and integration of support inquiries

- 1) 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.
- 2) gds classifies incoming support inquiries according to type and urgency. The classification of support inquiries according to, performed or noted by the customer beforehand are void and will not be taken into account for further processing. gds reserves the right to adapt and correct the classification method according to the urgency of a support inquiry as processing proceeds.
- 3) Classification of support inquiries according to type

Type	Description	Type of Service
Support Request	Support during the use of standard functions in the course of the user's inquiry that can be answered via the hotline (telephone or email)	Free of charge
Service Request	Services to be classed under Section 2.3	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

#### 4) Classification of support inquiries according to the urgency

Priority	Description
Very high	Due to the fault, it is no longer possible to work with the purchased software. Operational procedures are massively disturbed (e.g., the software does not start, the 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.

#### § 4 Response time

##### 1) 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 the problem within the response time itself. Due to the complexity of the application, a solution may take longer than the agreed response time.

##### 2) 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 30 business days for any other inquiries. Business days are the days of the week from Monday to Friday without statutory public holidays falling on these business days.

#### § 5 Communication

##### 1) The customer should contact gds exclusively 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.).

##### 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 as well as significant delays regarding the response time.

## § 6 Cooperation obligations

- 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 checklists provided by gds. The customer must state his or her error messages and questions as precisely as possible and draw on the skills of trained employees.
- 2) The customer has to check and ensure that specific requirements for the hardware and software environment have been met (e.g. compliance with system requirements) regarding software use and the provision of maintenance and support services.
- 3) The customer has to take any reasonable measures required in the context of maintenance and support services, without which the provision of maintenance and support services by gds would not be possible. Particularly, the customer has to install available software updates that would lead to a suitable solution for a support inquiry.
- 4) gds can only guarantee appropriate support if the customer allows gds 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.

The following access options are available in this regard:

- 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.
- 5) The customer has express responsibility for performing regular backups of all data stored so that the condition before the backup can be restored at short notice and at any time. Data backups should primarily be completed before implementing measures in the scope of maintenance and support services and particularly before commencing procedures involving error elimination, installation of software updates, customization or any other modification service. Unless gds has received explicit, written information otherwise, gds will provide maintenance and support services under the assumption that any relevant data that could be affected has been properly backed up beforehand.

## § 7 Support hours

- 1) 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

- 2) 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.

- 3) 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 user data which must be paid for.

#### § 9 Additional support packages

- 1) 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 2.3 can be provided. Relevant information can be obtained from gds Support or gds Sales.
- 2) Additional support packages contain a fixed quota of support hours. It is valid for a maximum of 12 months – the remaining unused hours will expire thereafter. If a subsequent package is purchased, however, where a residual quota exists, the hours for the previous package can be transferred – thus also extending the term.
- 3) The resulting expenses are booked on the 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

- 1) The maintenance and service fee is invoiced on an annual basis with payment due in advance and at the beginning of a contractual year for the coming contractual year. gds reserves the right to make adjustments or changes to its billing cycle. The customer will receive notification accordingly prior to the adjustment or change to the billing cycle taking effect.
- 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.
- 3) Support inquiries and particularly support requests that are subject to a fee are invoiced according to actual expenses and after the service has been rendered.
- 4) Payment is due net 30 days after receiving the invoice.

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

- 1) The agreement takes effect on payment by the customer of the first invoice for the maintenance and support agreement.
- 2) The contractual relationship remains valid for twelve (12) months and is automatically extended by further twelve (12) months in each case unless terminated with a three-month notice period. The beginning of a contractual year is moved to the time and date of the purchase of the software license extension.
- 3) The right to extraordinary termination for an important reason remains unaffected. An important reason can be assumed to exist whenever the continuation of the contractual relationship until the end of the notice period cannot be expected of the terminating party given due consideration of all circumstances of the individual case and mutual interests.
- 4) Any termination notice must be given in writing to be effective.

## § 12 Other provisions

- 1) This maintenance and support agreement is subject to the law of the Federal Republic of Germany, under exclusion of the conflicts of law provisions and the UN Convention on Contractors for the International Sales of Goods (CISG). The court of Münster (Germany) has exclusive jurisdiction for any dispute arising out of or in connection with this contractual relationship for which an amicable settlement cannot be found.
- 2) Modifications or additions to this maintenance and support agreement must be identified as such and be made in writing to be effective. The requirement of the written form can only be waived in writing.
- 3) Place of fulfillment of maintenance and support services is Sassenberg, Germany.
- 4) 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.

Sassenberg, 5/18/2020

**gds Group**