Support Services Agreement

Technical Assistance and Support Services Agreement

Version 1.10



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Scope of Contract

A. Technosoftware GmbH ("TECHNOSOFTWARE") will provide Technical Assistance, Software Maintenance and Support Services to You (the "CLIENT") for software licensed by CLIENT (the "SOFTWARE") based on the regulations stated in this document. In addition to the Terms and Conditions set forth in this agreement, the Software and Source Code License Agreement (whichever applies to SOFTWARE) are in effect.

B. After payment of the support subscription fee, the Technical Assistance, Software Maintenance and Support Services will be provided for the time period stated in the quote, order confirmation and/or invoice.

C. The support plan, support subscription fee, as well as the SOFTWARE are stated in the quote, order confirmation and/or invoice.

D. Term: Unless stated otherwise in the quote, order confirmation and/or invoice, the term of this contract is for 12 months from the date hereof and can be renewed on substantially the same terms based upon mutual agreement.

Scope of Support Services

A. Technical assistance and support services provided by TECHNOSOFTWARE include:

- software maintenance releases and updates,
- software usage assistance and operational advice, and
- troubleshooting and problem diagnosis.

B. A software developer or other employee at CLIENT, for whom a proper software license has been acquired, in the following referred to as CLIENT DEVELOPER, will open a support case by sending an e-mail to support@technosoftware.com. TECHNOSOFTWARE will provide a response via e-mail to the CLIENT DEVELOPER within the maximum initial response time stated in Attachment A, according to the support plan purchased by CLIENT. If the CLIENT DEVELOPER does not respond within 5 business days, the support case is closed. The support case is also closed if the CLIENT DEVELOPER indicates so via e-mail or otherwise.

C. "Minor releases" are patches and maintenance releases of SOFTWARE, which will be provided by TECHNOSOFTWARE in accordance with this contract at TECHNOSOFTWARE' own discretion.

D. Additionally, TECHNOSOFTWARE will provide "Major releases" at its own discretion. "Major releases" are releases of SOFTWARE including new or significantly improved features.

E. The technical contact persons at TECHNOSOFTWARE are available between 9.00 and 16.00 CET/CEST (Central European Time or Daylight-Saving Time, whichever applies) on business days (Monday to Friday), except public holidays in Switzerland and from December 24 to January 6.

F. During the Initial Term, and any Renewal Terms for which CLIENT has paid support fees, TECHNOSOFTWARE will supply, or make available, at no additional charge to CLIENT, any new releases of software products licensed by the CLIENT.

Contact Persons

A. TECHNOSOFTWARE will provide at least one (1) technical contact person for supporting the CLIENT with the SOFTWARE. This contact person will support all CLIENT DEVELOPERS. TECHNOSOFTWARE is entitled to change the contact person at any time, at its discretion, without further notification.

Support Terms and Conditions

A. TECHNOSOFTWARE shall apply the guidelines mentioned in Attachment A to support cases, which have been reported to TECHNOSOFTWARE accordingly, and shall perform according to the support plan stated in Attachment A in accordance to the support plan purchased by CLIENT.

B. The guidelines have only directing character. The included services are performed at the discretion of TECHNOSOFTWARE. TECHNOSOFTWARE makes no warranties, express or implied, as to whether any given issue can be resolved within a certain time frame or resolved at all.

C. The guidelines assume that the issue can be reproduced by TECHNOSOFTWARE. If TECHNOSOFTWARE is unable to reproduce the issue, the service guidelines unfold limited effect. Some issues occur only on a specific platform or in combination with third-party software, which TECHNOSOFTWARE may not have at its disposal. This can cause non-reproducibility of the issue and can delay the response.

D. The guidelines are only applicable to released software of TECHNOSOFTWARE, but not to alpha, beta or preview releases.

E. To enable the investigation of the problem, the CLIENT is obliged to send a short but comprehensive test program or code fragment (“SSCCE” – Short, Self-Contained, Correct/Compilable Example), which makes the respective issue clear to TECHNOSOFTWARE. The test program or code fragment shall not be longer than 500 lines of code. The CLIENT will undertake appropriate efforts to reduce the problem to its essence. TECHNOSOFTWARE will give the CLIENT a comprehensive problem description so that the CLIENT can initiate its own tests.

F. CLIENT will not disclose to TECHNOSOFTWARE any information, including information incorporated in CLIENT’s software, that is confidential to CLIENT or any third party. Any notice, legend, or label to the contrary contained in any materials provided by CLIENT to TECHNOSOFTWARE shall be without effect. TECHNOSOFTWARE shall be free to use all information it receives in any manner it deems appropriate.

G. Under this agreement TECHNOSOFTWARE does not provide technical assistance and services to customers of CLIENT.

Concluding Terms

A. **Applicable Law**. This Agreement shall be governed by and construed in accordance with the laws of Switzerland without reference to its conflict of laws principles. The United Nations Convention on the Sales of Goods is not applicable and is expressly disclaimed. Place of jurisdiction is 5235 Rüfenach, Switzerland.

B. **Public Reference**. CLIENT consents to the public use of its name as a reference of TECHNOSOFTWARE, unless CLIENT notifies TECHNOSOFTWARE in writing that it withholds such consent.

C. **Modification**. This Agreement may not be modified or amended except by written notice which is signed by authorized representatives of each of the parties.

D. **No Waiver**. The failure of either party to exercise any right or the waiver by either party of any breach, shall not prevent a subsequent exercise of such right or be deemed a waiver of any subsequent breach of the same of any other term of the Agreement.

E. **Equitable Remedies**. The parties recognize that money damages may not be an adequate remedy for any breach of any obligation hereunder by CLIENT involving TECHNOSOFTWARE's intellectual property or use of the SOFTWARE beyond the scope of the license granted by this Agreement. The parties therefore agree that in addition to any other remedies available hereunder, by law or otherwise, TECHNOSOFTWARE and any third party from whom TECHNOSOFTWARE has licensed software or technology may be entitled to seek injunctive relief against any such continued breach by CLIENT of such obligations.

F. **Arbitration**. All disputes arising out of or in connection with this Agreement shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. The substantive law of Switzerland shall be applicable. The place of arbitration shall be 5235 Rüfenach, Switzerland. The language to be used in the arbitral proceedings shall be German.

G. **Written Notice**. Any written notice from one party to the other required by this Agreement shall be deemed made on the date of mailing if sent by certified mail or overnight courier and addressed to the address specified below. Written notice sent by any other means shall be deemed made on the date it is received by the party to whom it is directed. Notice sent by facsimile or by electronic mail shall not be deemed "written notice" as contemplated by this Agreement.

H. **Entire Agreement**. This Agreement, including its Attachments, constitutes the sole and entire agreement of the parties with respect to the subject matter hereof and supersedes any prior oral or written promises or agreements. There are no promises, covenants or undertakings other than those expressly set forth in this Agreement. This Agreement can be superseded by a mutually agreed to written contract.

I. **No Election of Remedies**. The pursuit by either party of any remedy to which it is entitled at any time shall not be deemed an election of remedies or waiver of the right to pursue any other remedies to which it may be entitled.

J. **Independent Contractors**. Nothing in this Agreement shall be deemed or construed by the parties or by any other entity to create an agency, partnership or joint venture between CLIENT and TECHNOSOFTWARE.

K. **Severability**. Should individual terms of this contract be or become inoperative, this will not affect the remaining terms of this contract. The parties to the contract will work in a spirit of partnership to find an arrangement that approximates as nearly as possible the inoperative terms.

L. **Assignment/Transferability**: This agreement shall not be assigned in whole or in part unless such assignment has been approved by the other party with such approval not to be unreasonably withheld. In the case of an assignment, the assignee shall assume all rights and liabilities. In the situation where a third party acquires a majority in interest of one of the parties to this agreement, all rights and obligations shall be automatically transferred to such party.

M. **Attachments**. Attachment A and the Software and Source Code License Agreement (if applicable) hereto are incorporated into and made part of this Agreement.

Attachment A – Support Guidelines

Severity Class 1: Functional usage of the source code or part of it is impossible or severely limited and the issue has a serious impact on further project development and/or security and prohibits proceeding.

Service guideline: TECHNOSOFTWARE will undertake within one business day after notification of the problem all appropriate exertion to remedy the issue. TECHNOSOFTWARE will stay in close contact with the CLIENT until the issue is resolved.

Severity Class 2: Functional usage of the source code or part of it is seriously limited. The issue has substantial impact on project development and/or security but does not prohibit proceeding.

Service guideline: TECHNOSOFTWARE will undertake appropriate efforts to analyze the problem to find a workaround within 5 (five) business days, or within this period resolve the issue. A problem with severity Class 2 should be solved within 21 business days after problem notification. The CLIENT will be informed of the issue state within the first 5 (five) business days after issue notification and will receive a solution to the issue by receiving a patch or minor release of the software.

Severity Class 3: The issue does not constrain the usage of the source code and the issue has no or insignificant impact on project development and/or security. There are workarounds for the issue.

Service guideline: TECHNOSOFTWARE will analyze the problem and recommend workarounds, or within 30 business days after notification of the issue provide a solution to the issue. Problems of Severity Class 3 shall be solved within a period determined by the technical lead of TECHNOSOFTWARE. The CLIENT will be informed of the issue state within the first 30 business days after issue notification and will receive a solution to the issue by receiving a patch or minor or major release of the software.

Severity Class 4: These are requests which are aimed to improve the software.

Service guideline: Those requests will be considered in a future major release. If such a request will lead to reworking of the software, it is in the sole discretion of TECHNOSOFTWARE when the requested feature will be made available.

Why Technosoftware GmbH?...

- Professionalism
  Technosoftware GmbH is, measured by the number of employees, truly not a big company. However, when it comes to flexibility, service quality, and adherence to schedules and reliability, we are surely a great company which can compete against the so called leaders in the industry. And this is THE crucial point for our customers.

- Continuous progress
  Lifelong learning and continuing education is, especially in the information technology, essential for future success. Concerning our customers, we will constantly be accepting new challenges and exceeding their requirements again and again. We will continue to do everything to fulfill the needs of our customers and to meet our own standards.

- High Quality of Work
  We reach this by a small, competent and dynamic team of coworkers, which apart from the satisfaction of the customer; take care of a high quality of work. We concern the steps necessary for it together with consideration of the customers' requirements.

- Support
  We support you in all phases – consultation, direction of the project, analysis, architecture & design, implementation, test and maintenance. You decide on the integration of our coworkers in your project; for an entire project or for selected phases.

Technosoftware GmbH
Windleweg 3, CH-5235 Rüfenach
info@technosoftware.com
www.technosoftware.com

