# INTRAFIND

## Appendix: Contract terms of software maintenance INTRAFIND products

## Content

# 1 Matter of Contract

The following regulations define the scope of software maintenance services for INTRAFIND products and third-party components installed by INTRAFIND, as well as the service level parameters.

**Definitions:**

**INTRAFIND products** are software products developed by INTRAFIND itself. In contrast, **third-party software components** are provided and installed as part of the installation.

**Versions and subversions** are defined as follows:

**Generation**: indicates the development stage of the standard software, e.g. Rel. 5

**Major Release:** refers to the bundling of several functional improvements and modifications to the standard software, including major corrections of defects and/or elimination of malfunctions, e.g. Rel. 5.5 and Rel. 5.6

**Minor Release:** refers to the bundling of functional improvements and adaptations of the standard software, including defect corrections and/or malfunction elimination, e.g. Rel. 5.5.3 and Rel. 5.5.4.

**Patch Release:** includes bug fixes, without new functionalities, e.g. Rel. 5.5.4.2

Generations / generation changes, major as well as minor releases are generally referred to as feature releases.

Patch releases are not considered feature releases, as no functional changes are included in here.

# 2 Scope of Services

The following services are defined as support and maintenance services:

▸ provisioning of new versions (generations, major releases, minor releases and patches), and
▸ the elimination of malfunctions

## 2.1 Actualization of the Software

The CONTRACTOR (INTRAFIND) shall ensure the ongoing further development of its standard software.

INTRAFIND informs the CUSTOMER about new releases and patches of the INTRAFIND software, including documentation and provides them to the CUSTOMER for download via internet.

INTRAFIND shall further inform the CUSTOMER about security updates / patches of the supplied third-party components relevant for the operation of the application at its own discretion.

The CONTRACTOR is also responsible for the delivery of critical feature releases and patches of the third-party components used in INTRAFIND that are classified as relevant by INTRAFIND, if the respective releases of the INTRAFIND products installed at the CUSTOMER are covered by this maintenance agreement (see Section 6.7).

Releases and patches classified as relevant and critical are explicitly marked as such within the release notes on the extranet.

INTRAFIND does not provide software maintenance for software which is not used under the conditions of use specified by INTRAFIND or which has been modified by programming work of the CLIENT or third parties.

If the CUSTOMER does not want to install the new versions by himself, INTRAFIND will offer this as a chargeable service.

**Patching**

The following procedure is defined for patching the server infrastructure by server operation of the CUSTOMER:

1. CUSTOMER informs INTRAFIND via mail about an update (operating system or other operating software, e.g. Java) with reaction time specification depending on the criticality level.

2. If INTRAFIND does not contradict within 3 working days, CUSTOMER will install the patches.

3. After the patch has been installed on the test or QS system, the CUSTOMER informs INTRAFIND about the installation.

4. INTRAFIND checks the systems, documents the changes and then informs the CUSTOMER about the results.

5. In case of non- objectionable functionality, the patches will be installed on the live systems by the CUSTOMER.

6. INTRAFIND checks the systems and documents changes and then informs the CUSTOMER about the results.

Important note: If the CUSTOMER independently changes the version of the third-party components installed in INTRAFIND software, INTRAFIND will be relieved of the maintenance obligations resulting from this contract. The obligation to provide the maintenance services can only be reinstated if all changes to the software have been fully restored without any residue into its previous state.

## 2.2 Troubleshooting

The CUSTOMER has the following options to contact the CONTRACTOR within the scope of maintenance:

▸ Email address: support@intrafind.de

▶ ServiceDesk portal

▶ Hotline of the CONTRACTOR under +49 (0)89 3090446-266

The CUSTOMER shall notify the CONTRACTOR of any malfunctions that occur and provide information useful for determining the cause of the malfunction.

A malfunction exists if the software does not perform the function specified in the documentation, delivers objectively incorrect results, interrupts its run in an uncontrolled manner, or cannot be operated as described in the documentation, so that the use of the program is impossible or restricted.

With regard to the fault classification as well as the type and extent of the error correction, the paragraph "Definition of Support Levels" of this contract applies accordingly.

If incidents are not attributable to software errors of the CONTRACTOR, the expenses incurred analysis must be reimbursed separately (see next chapter "Services not included").

The description of possible remedies or the further procedure for software errors of classes I, II and III shall be based on the paragraph "Definition of the Support Level" of this contract.

## 2.3   Not included Services / Paid Services

The following services are not part of this software maintenance agreement and will be settled separately:

▶ Services that go beyond the software products described in the license offer (e.g. operating assistance, consulting services, support during productive operation)

▶ Efforts for support requests whose evaluation reveals that the support request is not based on errors in the INTRAFIND products

▶ Advanced documentation, Tutorials FAQs or operation documentation

▶ Trainings

▶ On-site services

▶ On-call availability in addition to the stated service times

If such a separate cost obligation arises in the course of a conversation, the CLIENT shall be informed of this in writing – upon knowledge of the INTRAFIND. The CUSTOMER undertakes to confirm the assumption of costs in writing.  Only after receiving this confirmation will INTRAFIND accept the order.

INTRAFIND does not provide support for software which is not used under the conditions of use specified by INTRAFIND or which has been modified by programming work carried out by the CLIENT or by third parties.

Invoices will be made as far as incurred:

▶ Working hours

▶ Travel time for outward and return journey from/to the CONTRACTOR's location

▶ Travel costs and expenses.

Invoicing shall be made in accordance with the respectively valid price list of INTRAFIND plus the legally valid value-added tax.

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## 3 On Site Delivery Services

For services which have to be delivered on site, the CUSTOMER ensures that the responsible contact person at the CUSTOMER has already carried out and / or checked all possibilities for troubleshooting independently from the CONTRACTOR.

For this the CUSTOMER has to fulfill the following:

▶ record the configuration of all systems involved
▶ check the functionality of all involved non-Contractor software
▶ ensure the correct installation and configuration of the contractor software

Any on-site work can only be started upon written request by the CLIENT's contact person.

IntraFind will provide its services with the necessary accuracy and technical means that the CONTRACTOR considers as necessary or appropriate and that are available to IntraFind, including, if applicable or necessary, remote support.

The CUSTOMER ensures that competent staff, trained in the operation of the system and the programs are available during the term of the contract.

## 4 Definition Support Levels

### 4.1 Support Level 1

The 1st level support of the CLIENT is the first point of contact for all incoming support questions. The 1st level support is responsible for the complete logging including all necessary additional information and processes as far as possible according to the level of knowledge. The aim is to pre-select the incidents and quickly solve as many incidents as possible, which can be made possible with the help of documentation and FAQs. 1st level support is supported by INTRAFIND's 2nd level support.

In this case, the tasks of 1st level support are performed by the CUSTOMER itself. Newly developed solutions are entered into the documentation and FAQs by the 1st level support in order to make the knowledge available to 1st level support.

### 4.2 Support Level 2

The 2nd level support (INTRAFIND) takes over user inquiries which cannot be answered by the 1st Level Support according to the agreements in chapters 7 and 9. The user enquiries must be filed with the information according to chapter 8. Newly developed solutions are added to documentation and FAQs by the 1st level support in order to make the information available to the 1st level support. If the complexity of an inquiry exceeds the know-how or the technical possibilities of the 2nd level support, it will be forwarded to the 3rd level support. Support requests whose solution requires an intervention in the program logic, the source code or in data of the database or libraries are also forwarded to 3rd level support.

## 4.3 Support Level 3

The 3rd level support is staffed by INTRAFIND specialists and thus represents the highest processing level within the present support organization for INTRAFIND products.

Usually these are support cases which directly affect the products of INTRAFIND programmatically or require know-how which exceeds the skills the 2nd level support.

## 4.4 Escalation Level

In order to increase the priority of a support request, a process of escalation is implemented. The support request is forwarded to the INTRAFIND head of support. In accordance with the agreed terms and conditions for software maintenance or SLA, the escalated status must be explained and justified.

# 5 Support Services offered (SLA)

INTRAFIND strives to solve software-related malfunctions reported to it by the CLIENT within a reasonable period of time. The contractual partners classify the malfunctions into the following failure classes:

| Failure class 1 | Total or partial system downtime that prevents the IntraFind-product-supported work processes within the scope of the end customer's business operations. |
|---|---|
| Failure class 2 | Partial system downtime that impairs work processes supported by IntraFind components within the scope of CUSTOMER´s business operations. |
| Failure class 3 | Errors, defects, malfunctions or functional limitations without significant impact on the use of the IntraFind components within the CUSTOMERS's business operations. |

IntraFind must be notified of any malfunctions by e-mail to the central support at support@intrafind.de or via the Service Desk-Portal https://intrafind.atlassian.net/servicedesk/ .

The ServiceDesk portal gives the CUSTOMER the ability to manage their support tickets, i.e. view status and comments, to comment and upload files and to share with colleagues or to escalate.

Fault reports of failure class 1 must additionally be reported to INTRAFIND via telephone during the agreed service times. Outside service hours error messages are ALWAYS to be sent via Email at support@intrafind.de with priority High and a subject text to be defined.

IntraFind strives to eliminate errors within the described troubleshooting times, depending on the service level.

Service access takes place remotely after clearance by the CLIENT.

## 5.1 Standard SLA 8x5 Office Hours

**Service description:**

1st level support is provided by the helpdesk of the CUSTOMER.

**Response times:**

IntraFind reacts to reported errors within the following SLA response times within the service times mentioned below:

| | |
|---|---|
| Failure class 1: | 8 hours |
| Failure class 2: | 12 hours |
| Failure class 3: | 24 hours |

**Time to resolve:**

IntraFind strives to eliminate errors through customizing, updates or workarounds within the following troubleshooting times:

| | |
|---|---|
| Failure class 1: | on the following working day |
| Failure class 2: | within 5 working days |
| Failure class 3: | within 15 working days |

Troubleshooting applies to functionalities that are recorded in a joint test and acceptance report or corresponding support ticket. For these functionalities, test cases are created together with the CUSTOMER and recorded in writing for acceptance, unless otherwise proceeded on a project-specific basis. Since the cooperation of the CUSTOMER may be necessary for troubleshooting (e.g. remote access, administrative access, etc.), the response- and resolve times are supplemented by the response times of the CUSTOMER.

Under normal circumstances troubleshooting is carried out exclusively via a test or quality management system. The CUSTOMER is obliged to keep these systems always at the same release status as the production system. Release Management begins with the approval of the overall solution and is updated and documented together when changes are made.

Troubleshooting applies exclusively to INTRAFIND products.

If a workaround cannot solve the problem, it is processed via problem management.

Service access takes place remotely after clearance by the CLIENT.

**Response and troubleshooting times depend on working days and service times:**

Defined working days are from Monday to Friday with the exception of public holidays in the Federal State of Bavaria and the Federal Republic of Germany.

Agreed service times: 9:00 to 17:00 CET (8*5)

# 6 Differentiation

The following cases are not considered support services and cases in the sense of this agreement:

1. Services which are caused by operating system or hardware changes and/or by changes to mutually program-dependent software programs and interfaces which are not subject of the contract.

2. Individual program adaptations or reprogramming.

3. The elimination of errors caused by the CUSTOMER or third parties.

4. Loss or damage caused directly or indirectly by actions or omissions during operation by the CUSTOMER or user (e.g. data conversions, restoration of data files and interface adaptations).

5. Installation and configuration services for software updates. Only the software is provided. The update of the software is not part of the SLA but of a possible operational support.

6. Installation of updates and upgrades of third-party components installed in INTRAFIND products. These updates and upgrades are included as part of iFinder updates. If the CUSTOMER updates or upgrades the installed third-party components independently without the involvement of INTRAFIND, INTRAFIND must be informed of this in advance. The CUSTOMER will then receive information on compatibility and feasibility. If the CUSTOMER nevertheless carries out the update or upgrade or has it carried out by third parties, the software maintenance obligation shall expire.

7. INTRAFIND warrants maintenance services for the currently released major release (e.g. 5.4) and two previous feature releases (e.g. 5.2 and 5.3) within a major release version (e.g. 5) and provides patches for bug fixes (e.g.5.4.3).
A desupport with the support end dates is communicated in time in the extranet with a notice period of three months.

8. If it turns out during the processing of a fault report and/or fault analysis that the fault reported by CLIENT does not exist or has arisen due to circumstances not attributable to INTRAFIND's software, INTRAFIND shall be entitled to invoice the costs for processing the fault report and/or fault analysis according to the current price list. This also applies to travel expenses for possible on-site assignments.

9. INTRAFIND is entitled, in case of repeated use of the consulting service for similar problems, to make further support dependent on additional training measures outside of this contract that are subject to a charge.

10. The necessity of a regular backup of all data, especially if they are stored on optical data carriers, is expressly pointed out. The CLIENT is solely responsible for this backup.

11. Services that are not considered support services within the meaning of this agreement will be billed at the currently applicable hourly rates plus INTRAFIND's travel expenses, if applicable, or at the hourly rates agreed in a master agreement.

12. Work outside the described tasks is explicitly excluded and requires a separate assignment. In particular information about OS patches, firewall definitions, security software, backup and restore facilities.

13. Only support requests in German or English will be answered. All other languages are excluded. Tickets in other languages will be rejected as insufficiently qualified.

14. Maintenance windows are fixed during the defined business hours. Maintenance times outside the agreed business hours must be agreed commonly and separately contributions by the CUSTOMER and cooperation

# 7 Provisions and Cooperation Services of the CUSTOMER

## 7.1 Test and QA Environment

The CLIENT is recommended to set up and operate a corresponding test/development environment and, if possible, a separate QA environment and to guarantee INTRAFIND access to these environments.

## 7.2 Other obligations of the CUSTOMER

The CUSTOMER shall, as far as necessary, cooperate in the provision of support services. He shall provide INTRAFIND with all information necessary for the performance of the services. He provides test data, test capacities and qualified employees.

The CUSTOMER shall set up a remote access (VPN-RAS) for INTRAFIND so that support and troubleshooting can be carried out by INTRAFIND.

Within reasonable efforts, the CUSTOMER shall take all necessary measures to identify, isolate and document the malfunctions and errors. The CUSTOMER shall provide INTRAFIND with system logs and memory dumps, affected input and output data, intermediate and test results and other documents suitable for illustrating the malfunctions.

The CUSTOMER shall permit the use of premises, hardware, software and telecommunication facilities to the extent necessary for the provision of support services by INTRAFIND.

The CUSTOMER shall document changes to the configuration and the environment of the software and inform INTRAFIND of these changes in writing.

**Note on 5.1 response and troubleshooting times.**

The ServiceDesk portal https://intrafind.atlassian.net/servicedesk/ informs the CUSTOMER about the status of his service order.

The status "Waiting for Customer" indicates the responsibility for resolution on the side of the CUSTOMER. The system requests the CUSTOMER by email to actively participate in the processing.

During this time, the INTRAFIND's intended error correction times are interrupted.

If there is no reaction from the CUSTOMER within 10 working days, the CUSTOMER receives an email to actively participate in the fault elimination process. A further period of 3 working days is granted before the service order is closed and the work of the INTRAFIND is terminated.

The service order can be reopened by the CUSTOMER afterwards to resume the activities for the solution.

# 8 Mandatory information when submitting a qualified 2nd and/or 3rd level ticket

## 8.1 Mandatory information required when submitting a qualified 2nd and/or 3rd level ticket

- Title
- Brief summary of the malfunction - What was observed, what is the error message?
- Detailed description of the malfunction and its impact (UserStory)
- Does the error have an effect on the performance of the application?
- Does the error have an effect on the functionality of the application?
- Defect class first estimation by the CUSTOMER
- Time of first message
- Time of forwarding to the CLIENT
- Time stamp of the ticket at INTRAFIND
- Name of the affected component
- Browser variant of the user
- User's operating system
- Version of the component

## 8.2 Helpful information for an effective and fast ticket processing

- Stacktrace, if available
- Name of the affected node
- Ticket history
- Environment (URL) if applicable
- If necessary query as URL
- Screenshots describing the error behavior
- Log files of the affected system or all components that can detect an error.
- Attachments that help to solve the case faste
- 1-2 appointment suggestions for a possible remote session or telephone contact

## 9 Necessary skills of the CUSTOMER-Support-Team

Strong analytical skills in the analysis of hardware and software problems as well as a confident spoken and written communication in German or English are among the skills required by the CUSTOMER support team.

Required knowledge:

▶ Browser, reset cookies and delete cache
▶ System and architecture knowledge
▶ Knowledge of the AD (incl. access via LDAP)
▶ Permissions in Windows (for folders and shares)

## 10 Items not considered in the contract

▶ 1st Level Support (Incident Management)
▶ Network administration (LAN & WAN)
▶ Software licenses
▶ Infrastructure management
▶ End-user infrastructure
▶ Training and coaching of 1st Level Support
▶ Any kind of further documentation beyond the scope of delivery of the delivered software
▶ Project management (always to be ordered separately)
▶ Operational support (regulated in a separate contract)

## 11 Confidentiality

The parties shall keep the contents of this agreement secret from third parties, except in the event of a governmental or court order or written consent to disclosure by the other party.

In the event of a judicial or regulatory obligation to disclose, the obligated party shall promptly notify the other party thereof and take all steps to minimize the extent of the disclosure.

## 12 Liability

INTRAFIND is liable without limitation under the terms of Product Liability Law in cases of expressed assumption of a guarantee or a procurement risk as well as due to intentional or grossly negligent breaches of duty. INTRAFIND shall also be liable without limitation for intentional or negligent injury to life, limb or health. INTRAFIND shall only be liable for material damage and financial loss caused by slight negligence in the event of a breach of material

contractual obligations (cardinal obligations), however limited to the damage foreseeable at the time of conclusion of the contract and typical for the contract.

Claims for compensation for damages of any kind resulting from improper handling, modification, assembly and/or operation of the delivery items or from incorrect advice or instruction by the CUSTOMER are excluded, unless INTRAFIND is responsible for them. In addition, the CUSTOMER bears full responsibility for the use of a design, trademark or trade name appearing on the goods at his request.

If the CUSTOMER is entitled to claim damages instead of performance or to withdraw from the contract, he must declare within a reasonable period of time at the request of INTRAFIND whether and how he will make use of these rights. If he does not declare himself in due time or if he insists on the performance, he shall only be entitled to exercise these rights after the fruitless expiry of a further reasonable grace period.

Claims due to defects or damages shall become statute-barred 24 (twenty-four) months after transfer of risk. The same applies to defects of title. In the case of intentional breaches of duty, claims arising from tortious acts, the absence of guaranteed characteristics, the assumption of procurement risks and in the case of injury to persons or services for buildings, the statutory limitation periods shall apply. Any further liability for damages than provided for in the preceding paragraphs of this clause is excluded - irrespective of the legal nature of the asserted claim. The foregoing limitations of liability shall also apply to the benefit of INTRAFIND's legal representatives, employees and other vicarious agents.

## 13 Duration and Termination

The contract shall initially be entered into for a term of 12 months from its signing (hereinafter referred to as "minimum term"), unless a different term has been defined in the proposal.

After expiry of the minimum term, the agreement shall be automatically renewed for a period of one year, unless it is terminated by at least one party to the agreement with three months' notice to the end of the minimum term or a subsequent contractual period.

## 14 Support Services Fees and Adaptations

The amount of the software maintenance fees results from the respective offer.

Subject to price adjustments for contracts with automatic renewal
Unless explicitly stated otherwise in the respective offer, the CONTRACTOR reserves the right to review and, if necessary, increase the software maintenance fees at regular intervals. An increase over the last valid price can only be made if the general consumer price index according to the calculation of the Federal Statistical Office of Germany has increased by at least 3.0 points since the time of the last increase. The increase compared to the last valid fee is limited to a maximum of the sum resulting from the change in the consumer price index of the Federal Statistical Office since the beginning of the contract or since the last adjustment.
The first increase of the remuneration fee shall become effective at the earliest 12 months after the minimum contract period and shall be announced informally by email with a notice period of

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at least 3 months. Further increases can take place at the earliest after the expiry of 12 months in each case and are also effective at the earliest three months after receipt of an informal notification. The adjustment is customary in the market and is also reflected in the development of list prices in new business. This moderate adjustment, at most in the amount of the general price increase rate, does not entail any special right of termination.

## 15 Final Clauses

1. The maintenance contract contains the complete agreements of the contracting parties about the subject matter of the contract.

2. The maintenance contract may be passed on by the CONTRACTOR to a subcontractor insofar as the subcontractor fulfils the provisions of this contract.

3. Oral collateral agreements have not been made. Statements made previously by one of the contracting parties within the framework of contract negotiations are irrelevant unless they have been included in the contract.

4. All changes and additions to the contract must be made in writing. Any amendment to this provision must also be made in writing.

5. Should parts of this maintenance contract be or will be ineffective, the remaining provisions shall not be affected thereby. The contracting parties commit themselves to replace the ineffective or void parts by economically equivalent, legally valid provisions which come as close as possible to the economic purpose pursued by the ineffective provisions.

6. The law of the Federal Republic of Germany shall apply exclusively. Place of fulfilment for all services owed by the INTRAFIND is the registered office of the CUSTOMER or CONTRACTOR.

7. the place of jurisdiction for all disputes arising in relation to the performance of this contract shall be the place of the registered office of INTRAFIND.