

§ 1 Support Services within the framework of the EUSA

- (1) windream maintains the current major release version as well as the previous minor release version, including all associated intermediate releases. Support and services are exclusively provided for the windream Software.
- (2) Major releases are identified by a change in the number before the first dot (e.g. from 8.X to 9.X), minor releases by a change in the number to the right of the dot (e.g. 8.0 to 8.1). Intermediate releases are defined by the third and fourth digits, e.g. 8.1.0.12 and 8.1.0.13.
- (3) Support Services
 1. Elimination of faults by means of suitable measures that not only insignificantly impair or reduce the use of the Software in accordance with the terms and conditions of the EUSA (e.g. sending bug fixes).
 2. Transmission of minor releases.
 3. Transmission of major releases. These are versions with completely new program features.
 4. Sending free updates of the MS SQL server, insofar as this is the subject of the subscription.
 5. Sending new or supplementing existing documentation in electronic form.
 6. Information about important changes and/or additions to the software in electronic form.
 7. Telephone advice to the Customer in accordance with Appendix A, hotline support.
- (4) The following Services are not included in the Support Services:
 1. Obligation to create additional programs or program supplements.
 2. Services for programs or program parts, which have been modified by the Customer himself or by third parties at the instigation of the Customer, without windream having given its consent to this at least in electronic form.
 3. Services at the Customer's headquarters.
 4. Restoration of files or file contents.
 5. Installation of major or minor releases or other program versions provided by windream.
 6. Training courses.
 7. Conversion of the Software to another operating system, another hardware system or another programming language.
 8. Implementation of necessary adjustments to the Software due to changes to the operating systems used by the respective manufacturer.
- (5) Services according to § 1 para (4) require a separate agreement with windream at the respective valid remuneration rates of windream.

§ 2 General Requirements for the Provision of Support Services

- (1) The provision of Support Services requires that
 1. a legally effective EUSA has been concluded with windream;
 2. the Customer uses the Software in the releases or versions provided to him;
 3. the hardware manufacturer's instructions on the installation, handling and servicing of the hard-

ware system and the data carriers have been observed;

4. the Software provided has not been modified and is used in accordance with the installation requirements applicable to this version;
 5. a data backup appropriate to the sensitivity of the data is created and the backup data carriers are stored separately in a secure location;
 6. handling instructions, in particular the operating instructions and documentation, or other information provided, have been observed and followed;
 7. the Customer grants online access to his computers. If a trouble-free online connection is not ensured by the Customer, delays and verifiable additional expenses in the course of processing shall not be borne by windream;
 8. the Customer provides a description of the problem or the malfunctions occurring which is as precise and comprehensible as possible and the malfunction is reproducible. In addition, the Customer shall support windream in the elimination of the fault to a reasonable extent free of charge.
- (2) If windream proves that there was no defect in the Software, it may demand compensation for the expenses incurred for the Services rendered at the applicable compensation rates.
 - (3) The prerequisite for services from the MS SQL Server Embedded Maintenance is that (i) the Customer has booked the MS SQL Server license (CAL) together with the windream Software and (ii) the Embedded Maintenance has existed without interruption since the conclusion of the contract.

§ 3 Standby and Response Times

- (1) The term on-call time refers to the period during which windream or third parties commissioned by windream provide Support Services within the scope of the EUSA. The on-call time of windream is Monday to Friday from 08:30 to 17:30. National holidays are excluded.

Activities outside the period specified in Section 3 (1) sentence 2 are subject to a charge. Travel time shall be charged as working time.

- (2) The response time defines the period of time within which the processing of the Customer's hotline message is taken up by windream or a qualified third party company within the scope of the on-call time. The response time shall be deemed to have been met if the Customer is informed within the agreed period that processing has commenced. In principle, a response time of 4 hours is agreed within the framework of this contract. Shorter response times require a separate agreement for an additional charge.

§ 4 Final Provisions

Unless otherwise agreed above, the provisions of the EUSA shall apply in all other respects.

ANNEX A: Hotline Support

§ 1 General

- (1) Hotline Support is provided exclusively for licensed Software.
- (2) The Hotline Support can only be used by named employees of the Customer, who first collect all fault reports from users internally and then forward them to the Hotline Support. The number of named employees of the Customer in accordance with sentence 1 is generally limited to five (5).
- (3) The Hotline Support is carried out by the windream Customer Service. windream is entitled to have the Hotline Support carried out in whole or in part by qualified third parties.
- (4) Hotline Support is generally provided via a three-level service, first level, second level, third level, unless otherwise agreed at least in text form.
- (5) Customer reports are accepted via the call number of the central call center specified in the Support and Service agreement. Depending on the situation, the Customer report has to be forwarded to the windream call center in writing upon request.
- (6) The windream Call Center provides the Customer with second-level support regarding the MS SQL Server included in the license, as far as this is subject of the subscription.

§ 2 Standby and Response Times

The on-call and response times are based on § 3 of the GTC Support Services and Services for Subscription.

§ 3 First-level Support

- (1) Data is collected from Customer reports as part of First-Level Support.
- (2) The message is forwarded to the Second-Line Support, taking into account the response time agreed between the parties.

§ 4 Second-level Support

- (1) With Second-Level Support, the problem description is clearly and comprehensively documented in text form.
- (2) After verifying and evaluating the problem, an appropriate solution must be developed and implemented. If the activities of the Second-Level Support do not lead to the desired success, the Third-Level Support must be notified immediately.
- (3) The Customer shall be informed of the processing status by telephone, fax or e-mail within a reasonable period of time. Depending on the processing time, the Customer must be informed several times. The Customer shall be informed of the completion of the processing of the report. The result of the analysis, workaround or other remedy or workaround option shall be determined and communicated to the Customer.

§ 5 Third-Level Support

- (1) The Customer's hotline message will be recorded by the windream Customer Service. According to windream's internal guidelines, the processing priority will be determined.
- (2) According to the processing priority determined according to § 5 para. 1, the specialist groups are commissioned with the processing. The windream Customer Service checks the processing progress.
- (3) The Customer will be informed about the processing status by the windream Customer-Service by phone, fax or e-mail within a reasonable period of time. Depending on the processing time, the Customer will be informed several times. The result of the analysis, workaround or other remedies or workarounds will be determined and communicated to the Customer.