

SUPPORT SERVICE LEVEL POLICIES FOR FACTON LICENSED PROGRAMS

„Agreement“

between

FACTON GmbH
Konrad-Zuse-Ring 12 b
14469 Potsdam
“FACTON”

and

.....
„CONTRACTUAL PARTNER“

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1. DEFINITIONS

Terms that are initially capitalized that are not defined in these support policies but that are defined in the General Terms of the End User License Agreement shall have the meanings assigned by these General Terms.

Correction means a solution provided to Licensees through the change of software or documentation. It is delivered through a new Release, a Documentation amendment or a Maintenance Delivery.

CRISIT means CRItical SITuation. The CRISIT process is part of the official Support processes for a Defect Service Request. For acceleration of treatment and bug fixing the support-requirements will be escalated with the CRISIT process to the FACTON Support Management for priority treatment. The Licensee is in pre-production deployment phase or in production and the significant impact of the Defect on Licensee's activity requires faster resolution.

Defect (or "Error") means a material malfunction in the performance of a Licensed Program, as performance is described in its Documentation, and which is reported in accordance with the applicable support policy and reproducible by FACTON.

FACTON Support Team, composed of technical experts, can comprise several organizations within FACTON depending upon the type of Service Request issued by the Licensee. The FACTON Support Team is responsible, among other things, for receiving, filtering, handling all Service Requests relative to FACTON Licensed Programs.

FACTON Development Team is responsible for development and maintenance of the FACTON Programs.

Response Time means the amount of time elapsed between the Service Request submitted by Licensee to FACTON Support Team and reaction of FACTON Support Team to Licensee. Response means confirmation of access of Support Requirement to Licensee and the first feedback with the first steps of incident determination and bug fixing.

Licensee, also designated by the term "You", "Your", means any legal entity, to which FACTON has validly granted a license for use of a Licensed Program.

Non-Defect means any incident encountered in relation with use of any FACTON Licensed Program and which is not qualified as a Defect. For avoidance of doubt, it shall not include (neither as a defect nor as a non-defect): training on FACTON Licensed Program, support regarding any customer-specific enhancements of FACTON Licensed Program, enhancement requests, information about future FACTON Licensed Program Versions and the development of in-depth methodologies (i.e. de-

tailed API consulting). Support for the development of customization and/or new applications using FACTON Licensed Program can be arranged under a separate agreement.

Service Request means a single entry in the FACTON Support tool (subject to temporary unavailability for system maintenance), opened for a single incident, by FACTON Support Team, or by Support requestor at the licensee itself. The Service Request number identifies the incident using a unique identifier.

Support Policies means the present document.

Workaround means a change in the way of using Licensed Programs followed procedures or data in order to avoid Defect without substantially impairing use of the Licensed Program.

2. AT A GLANCE

These Support Policies describe the Support Service applicable to Licensed Program(s) ordered by Licensee pursuant to the End User License Agreement.

If Your license agreement is not an End User License Agreement entered into with FACTON, please contact Your sales representative at FACTON.

FACTON or any third party which may be designated by FACTON, as applicable, will provide Support Service for Licensed Programs from the Effective Date of the License. Support Service is delivered subject to continuous payment by Licensee of all applicable charges payable pursuant to the End User License Agreement or any additional support services contract subscribed by Licensee.

Support Service is available exclusively for supported Releases of Licensed Programs. Supported releases are the current and the two previous versions

The FACTON Support Team will make reasonable effort to provide high quality Support Service and comply with these Support Policies.

The FACTON Support Team welcomes Your suggestions and comments, which can be posted at the following address: support@facton.com.

3. WHAT IS THE LEVEL OF SUPPORT SERVICE AVAILABLE UNDER YOUR AGREEMENT?

3.1 Overview

The description of Support Services are accessible at www.facton.com/service-and-support.

3.2 Detailed Portfolio Description

FACTON Support includes the following support services:

■ Service Request management

– Procedure Defect and Non Defect Management

You can submit Your incidents by e-mail or via our online service . You can go online to check their status and create a single view of all of Your incidents. The online service is available 24 hours per day, 7 days per week (subject to temporary unavailability for system maintenance).

Defect and Non Defect Management does not include: enhancement requests and the development of in-depth methodologies (for example, detailed API consulting). Support for the development of customization and/or new applications using Licensed Programs may be arranged under a separate agreement.

– Escalation Procedure

If You encounter a severe incident with Licensed Program, Your Service Request is raised to support-management-level attention, accelerating certification and resolution time.

■ 8x5 Phone Support

- You are allowed to access Support Services in english and german language from 9 am to 5 pm CET Monday through Friday (excluding major holidays in Germany / federal state of saxony).

■ On demand Software Distribution & download

- Electronic download will provide Your company with the latest Licensed Program Releases and Maintenance Deliveries..

3.3 How to purchase additional Support Services?

To sign up for an additional Support Services package, please contact Your sales representative at FACTON.

4. WHO IS YOUR CONTACT OR SUPPORT SERVICE?

The FACTON Support Team is Your primary point of contact for any Service Request related to Licensed Programs.

4.1 Support process overview

When You contact the FACTON Support Team, a unique Service Request number is assigned to Your incident. This Service Request number is used for tracking the resolution process as it progresses.

The FACTON Support Team will analyze the Service Request, and if possible, provide You with an applicable solution. However, when necessary, Service Request requiring more information than available at the first level of support will be transferred to the appropriate people within the FACTON Support organization.

4.2 FACTON Support Team Role

The FACTON Support Team is in charge of the following:

- (1) Be Your primary contact;
- (2) Collect Your incidents;
- (3) Perform the preliminary investigation of the incident to check for duplicates and known incidents;
- (4) Reproduce the incident if necessary on Release level used by You;
- (5) Provide answers, corrections or workarounds as appropriate or available;
- (6) Update the progress on the resolution of the incidents on a regular basis in the FACTON Support web tool;
- (7) Validate the resolution of the incidents and manage their closure with You;
- (8) Capitalize the answers, corrections or workarounds within the FACTON knowledge base;
- (9) If the FACTON Development Team involvement is required for code analysis and corrections, the FACTON Support Team communicates to the FACTON Development Team the information collected during the analysis of the incident, including the reproduction results

5. HOW TO CONTACT THE FACTON SUPPORT TEAM?

5.1 Prerequisite to contact the FACTON Support Team

You shall designate a maximum of two (2) employees as Your Authorized Contacts, who shall be duly trained in using the Licensed Programs, in order to submit Non Defect Services Requests.

Upon Your request, we may authorize the appointment of additional Authorized Contacts, depending on the number of Licensed Program.

Before accessing the FACTON Support Team, it is Your responsibility to ensure the following steps are taken:

- (1) The environment in which the incident occurs, including the Licensed Program, module or mode and application menu selections;
- (2) Your hardware type and model, operating system version, amount of RAM, and number and timing of core;
- (3) Any messages that appear in the message or start window;
- (4) Your Licensed Program Release, license version, and login;
- (5) A simple step by step scenario which enables the FACTON Support Team to reproduce the incident;
- (6) Any additional information required to analyze the Service Request.

5.2 Submitting and Tracking Your Service Request

Depending on the Support Service purchased and according to the terms of the End User License Agreement, You may be able to submit and track Your Service Requests via e-mail and/or Online Service.

The Support Service web site is available at the following address www.facton.com/service-and-support.

Performance of Support Service depends upon Your full cooperation, including, without limitation, providing at no charge to FACTON, safe and timely access to Your computer systems, personnel (executives and staff), facilities, utilities, Licensed Programs, data and information reasonably necessary for the performance of Support Service.

You shall ensure that You have the appropriate licenses or rights, as may be applicable, from third parties licensors for third parties' software, third parties' data and information in order to allow performance of Support Service hereunder. You are responsible for the accuracy and completeness of the information and data You supply.

You hereby grant a license to FACTON to use such information and data to perform the Support Service. You acknowledge and agree that performance of Support Service is dependent upon the accuracy and completeness of Your data.

You shall maintain up to date current and complete back up of any and all data and/or programs and/or software and/or information that may be affected, altered, modified, corrupted, or otherwise impacted by performance of Support Service.

You shall indemnify, defend and hold FACTON harmless from any action based on a claim that any materials, information or data provided by You infringes any third party's patent, copyright or trademark, or a misuse of any third party's confidential, proprietary or trade secret information.

You shall promptly verify Your Service Request resolution and validate the closure. If such action is requested by the FACTON Support Team, it should be provided within a certain timeframe, or the Service Request will be automatically closed after two notifications.

6. WHEN WILL YOU RECEIVE THE ANSWER OR CORRECTION TO YOUR SERVICE REQUEST?

6.1 Understanding the level of urgency

When You submit a Service Request to the FACTON Support Team, You qualify the Service Request according to the impact of the incident regarding Your day-to-day operation.

Four levels of urgency are available:

- (1) **Urgent:** You are unable to use the Licensed Program and have severe/critical impacts on operations, and no Workaround exists.
- (2) **High:** You are able to use the Licensed Program but operations are severely restricted by the incident. A Workaround exists.
- (3) **Medium:** You can use the Licensed Program with some restrictions on one or several functions. These restrictions, however, do not have a severe impact on Your operations.
- (4) **Low:** The incident causes little or no impact to Your operations, or a way to circumvent the incident has been found.

Once received by the FACTON Support Team, Your Service Request and related qualification of its urgency level will be reviewed by the FACTON Support Team, which may re-qualify Your Service Request to a different urgency level. Reconciliation between You and the FACTON Support Team may be necessary.

6.2 Response Time Objectives

The FACTON Support Team will make commercially reasonable efforts to address Your Service Request based on its validated urgency level as follows. However, this does not constitute an obligation to correct or to solve any reported Service Requests.

Urgency level	Response time
Urgent	2 business hours
High	4 business hours
Medium	8 business hours
Low	2 business days

The business hours are from 9.00 to 17.00 CET, from Monday to Friday (except public holidays in Germany / federal state of Saxony).

6.3 Service Request Closure Objectives

The FACTON Team analyzes the Service Request to determine how it will be addressed according to the Urgency level.

- When the Service Request, qualified as a “Defect”, is determined to be of Urgent impact, a Maintenance Delivery may be created and delivered to You on submitted Release. With delivery the Service Request is closed.
- When the Service Request, qualified as a “Defect”, is determined to be of lower impact (High/Medium/Low), FACTON may defer the Maintenance Delivery on a future Release. Service Request closure may reflect deferred corrections.

For any incidents, once Service Request is created the Team makes the commercial reasonable efforts to close all the Service Requests qualified as Defect according to the Urgency level within a timeframe to be determined by FACTON.

However, this does not constitute an obligation to correct or to solve any reported incidents.

6.4 Escalate the incident

Only in case of critical situation, the FACTON Support Team will provide You with a mechanism for escalating the incident.

This mechanism is called CRISIT, a word derived from CRItical SITuation. The CRISIT process is an escalation process which can be activated by e-mail via the access described in chapter 5.2. CRISIT is raised to the management attention to accelerate certification and resolution time.

A critical situation (CRISIT) is a severe incident for preproduction deployment or production phases. The major functionality does not work properly and no workable alternative is available.

The corrective Maintenance Delivery will be delivered only if all the following points are satisfied:

- You are in deployment or production phases
- No Workaround has been found to the urgent Service Request qualified as Defect by the FACTON Support Team;
- CRISIT shall be a Defect of the following types:
 - data corruption
 - data integrity
 - major crash
 - major regression
 - major incident in a standard methodology
- The impact analysis of the Maintenance Delivery has been performed by You and concluded that correction presents no major risk of Licensed Program destabilization.

The Response Time objective for Service Request will correspond to the one described within chapter 6.2 for the level of urgency referenced “Urgent”.

In addition to the Response Time mentioned here above in chapter 6.2, the FACTON Support Team will use its commercially reasonable efforts to address Your Service Request and provide You with a corrective Maintenance Delivery.

FACTON GMBH

CONTRACTUAL PARTNER

(Place, Date)

(Place, Date)

(Stamp, Signature)

(Stamp, Signature)

7. SCHEDULE 1 TO THE SUPPORT CONTRACT FROM ...

Pursuant Nr. 5.1 the following employees of You are Your Authorized Contacts:

1.
2.
3.

E-mail-addresses of the employees are:

1.
2.
3.