

## Software Maintenance Service Level

### for TI-Tool

This Appendix forms an integral part of the software maintenance and licence contract and/or software maintenance contract agreed between GRAPHAX AG (hereinafter referred to as '**GRAPHAX**') and the CUSTOMER (hereinafter referred to as the '**individual contract**').

#### 1. Purpose and content

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The CUSTOMER may agree to the provision by GRAPHAX of special maintenance and support services for **TI-TOOL software** listed in the individual contract (hereinafter also referred to in general as '**TI-TOOL software maintenance**').

This Appendix sets out the software maintenance and support services to be provided by GRAPHAX based on the contractually agreed software maintenance service level for the TI-TOOL software (in accordance with Sections 3 and 4 below).

If a fault occurs (as defined in Section 2 below), GRAPHAX shall provide the maintenance and support services based on the provisions below.

#### 2. Faults

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A **fault** requiring intervention by GRAPHAX within the confines of the TI-TOOL software maintenance terms occurs if all or part of the TI-TOOL software is rendered impossible to use because of a software error or because of the incorrect setting or configuration of the TI-TOOL software, or if a TI-TOOL software fault makes it impossible for any affected GRAPHAX devices (hereinafter referred to as the '**hardware**') to be used, or results in such use being limited. Faults are classified by Graphax as follows: Critical, Major and Non-Classified Incidents. They are processed in accordance with the service level defined below.

- A **Critical Incident**: this type of incident occurs if more than 50% of the devices are affected.
- A **Major Incident**: this type of incident occurs if the fault affects several devices or if a core functionality provided by the software is interrupted or is not available.
- A **Non-Classified Incident**: this type of incident refers to a fault that is identified as neither Critical nor Major.

#### 3. TI-TOOL service level for the TI-TOOL software

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In the individual contract for software (= Software Licence and Maintenance Contract or Software Maintenance Contract) for the TI-TOOL software, GRAPHAX and the CUSTOMER have agreed a service level (hereinafter referred to as the '**TI-TOOL service level**'). In these cases, the service level that applies to TI-TOOL software maintenance is the same as that agreed in the software licence and maintenance contract or software maintenance contract (Hardware Service Level ≠ TI-TOOL Service Level).

GRAPHAX provides the selected TI-TOOL service level only if there is a mutually signed solution description or acceptance protocol.

The relevant applicable availability, response times and intervention periods for the selected TI-TOOL service level along with their definitions are set out in Section 4 below.

## 4. Definition of TI-TOOL service level/definition of terms

### 4.1 Definition of TI-TOOL service level

Fault	Availability	Response time	Intervention period
Critical Incidents	Monday to Friday from 07.30 - 12.00 and 13.00 - 17.00 hrs., apart from statutory public holidays at the location of the software.	2 hours	4 hours
Major Incidents		4 hours	8 hours
Non-Classified Incidents		First working day following the request	When a Bug-Fix is available, at the latest.

### 4.2 Definitions of terms

**Availability:** The CUSTOMER may report faults during office hours Monday to Friday from 07.30 - 12.00 and 13.00 - 17.00 hrs. except for statutory public holidays at the location where the software is installed. Faults must be reported by telephone to the GRAPHAX Service Centre; the telephone number is shown on a sticker on the device. A fault notification is deemed to have been received by GRAPHAX when a service representative has received the telephone call.

**Response time:** Return call by a GRAPHAX service representative following receipt of a fault notification to offer telephone troubleshooting/assistance and/or to arrange an appointment.

**Intervention period:** The intervention period is the period between the return call by the service representative and the time at which GRAPHAX provides 'On System Support'. This support may be remote or on-site.

## 5. TI-TOOL software maintenance

### 5.1 General

The CUSTOMER is hereby informed that the TI-TOOL software in respect of which maintenance and support services are provided is software produced by a third party (hereinafter referred to as the **"software manufacturer"**). Any warranties and guarantees given by the software manufacturer regarding the functionality of the TI-TOOL software are governed by the contract between the CUSTOMER and the software manufacturer. GRAPHAX offers no warranty and does not guarantee the fault-free functionality of the TI-TOOL software, and accepts no liability for it beyond the confines of the maintenance and support services listed below for the rectification of faults with the TI-TOOL software.

### 5.2 Maintenance and support services included

As part of the TI-TOOL software maintenance agreement that is set out in the individual contract, GRAPHAX undertakes to exclusively carry out maintenance and support services set out in this section for the TI-TOOL software. The price for the TI-TOOL software maintenance is agreed in the individual contract.

The full range of maintenance and support services provided by GRAPHAX in the case of a fault as covered by the agreed TI-TOOL service level are as follows:

- The supply of patches or bug fixes, on physical media or online, for the rectification of program errors;
- The supply of service packs, on physical media or online, for more comprehensive rectification of errors;
- Product-related maintenance and support services, provided the fault was not caused by the CUSTOMER:
  - The analysis and identification of problems (GRAPHAX is to check whether there is a fault and whether this relates to hardware or software)
  - Escalation management to the software manufacturer (if GRAPHAX is unable to rectify the fault, GRAPHAX will liaise with the software manufacturer and organise the rectification of the fault by the software manufacturer, or clarify the situation with the software manufacturer on behalf of the CUSTOMER, as necessary)

The full range of maintenance and support services provided by GRAPHAX regardless of the existence of a fault as covered by the agreed TI-TOOL service level is as follows:

- The supply of minor-release updates (e.g. from Version 2.4 to 2.5), on physical media or online;
- The supply of major-release upgrades (e.g. from Version 2.4 to 3.0), on physical media or online
- The provision of updates to the software documentation in electronic format.

### 5.3 Maintenance and support services not included

Maintenance and support services not included in the GRAPHAX contractual obligations - and therefore not included in the price for this software maintenance - include the following:

- Maintenance and support services that are necessary because the CUSTOMER has failed to observe any of the manufacturer's instructions or recommendations when installing or using the software (e.g. modification of the IT infrastructure in contravention of the software manufacturer's specifications) or because the CUSTOMER has caused the fault;
- Maintenance and support services rendered necessary because the CUSTOMER has carried out incorrect configurations of the supported devices and processes for operation, resulting in interruptions in the availability of the devices or limited software functions of TI-Tool;
- Maintenance and support services rendered necessary as a result of an intervention in the software program code or as a result of changes to the system settings;
- The programming and implementation of new software functions at the CUSTOMER's request;
- The implementation or checking of backups;
- End user support on the CUSTOMER's premises;
- Configuration support;
- Support for new installations;
- The installation of updates and upgrades;
- Supply and advice services;
- Instruction and training.

## 6. General provisions

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- a. The CUSTOMER shall be invoiced separately for answering queries over the telephone that are unconnected with a fault or unconnected with included services (see sections 2 and 5.3). It is therefore expressly recommended that the CUSTOMER consult the software data sheet or the software manufacturer's instructions before contacting the GRAPHAX Service centre.
- b. The CUSTOMER must appoint two in-house competent contacts and notify GRAPHAX of who is to be available in the case of faults for the necessary information to be exchanged between the CUSTOMER and GRAPHAX. These contacts are to be authorised to notify GRAPHAX of any faults and to request maintenance and support services from GRAPHAX.
- c. The CUSTOMER must precisely and accurately describe any faults that occur, and must make every reasonable effort to seek out and eliminate defects by following the telephone advice given by a Service centre member of staff (e.g. by stating the error code displayed on the device).
- d. The cost of unnecessary interventions by GRAPHAX for the provision of maintenance and support services on the basis of incorrect information given by the CUSTOMER, or for other reasons attributable to the CUSTOMER, shall be invoiced for separately, as well as travelling time in line with the time actually spent.
- e. GRAPHAX does not guarantee to the CUSTOMER any specific time within which a fault is resolved by GRAPHAX (repair time)
- f. GRAPHAX may provide the maintenance and support services remotely or on-site. If the CUSTOMER refuses remote intervention by GRAPHAX, then GRAPHAX is entitled to invoice the CUSTOMER for the additional expenditure incurred by providing on-site support.
- g. Maintenance and support services provided outside the specified service hours as agreed with the CUSTOMER are to be invoiced for separately to the CUSTOMER (working time and travel expenses).
- h. The CUSTOMER may not claim any replacement services during the repair period.
- i. Unless otherwise specified, maintenance and support services shall only be provided at the agreed location for the equipment covered by the service agreement, as shown in the individual contract.
- j. Where the CUSTOMER agrees to the provision of maintenance and support services, the CUSTOMER also agrees that these services are to be provided only on a whole-installation basis (e.g. for all integrated devices, for all users, for all client and server facilities, etc.).