

## C. Service Level Agreements

The following service contract conditions are part of the service contract concluded between Talentmore AG, Am Moosfeld 3, 81829 Munich, Germany and the Customer.

### C.1 B.1 Scope of application

**C.1.1** The following provisions apply to contracts for service regarding the software products of Talentmore AG for which Talentmore AG has granted the Customer a valid license. If and to the extent that these Terms of Service do not contain supplementary or deviating provisions, the provisions of the General Terms of Business of Talentmore AG shall apply in addition to these Terms of Service.

### C.2 B.2 Subject matter of the contract

**C.2.1** The subject of these Terms and Conditions is the software maintenance and service provision for software licenses acquired by the Customer from Talentmore AG.

**C.2.2** Software maintenance and service provision shall include the following services in particular:

- Provision of updates and upgrades for software products developed in-house by Talentmore AG;
- Provision of updates and upgrades for third-party software products that have been provided to the Customer by Talentmore AG as related products to software products of Talentmore AG;
- Troubleshooting within the standard functionality over the entire contract period;
- Support in troubleshooting and remote software maintenance;
- Recording and qualifying error reports by phone or online via homepage;
- Processing with response times for error messages according to categorization;
- Access to information pages for service contract partners on the Internet via halion homepage.
- The exact scope of the contractual services is defined below.

**C.2.3** The services refer to the number of software users and modules specified in the agreed service conditions. In case of relicensing, an extension of the software support contract may be necessary.

### C.3 Services of Talentmore AG

**C.3.1** The maintenance services of Talentmore AG comprise:

- the effort to eliminate bugs in the standard version of the software;
- the provision of updates and the associated documentation. Updates include new features of the current program version and the further development of the software in terms of quality, modernity and changed conditions, including minor functional enhancements resulting from the further development of the software, as well as bug fixes by the manufacturer as soon as they are released;
- the provision of new major versions of the Software (Upgrades). Upgrades are program changes that include technical enhancements or functional extensions or changes or enable the integration of new modules that were not yet released at the time of the initial installation of the software or

the previous upgrade, without changing essential programming fundamentals (e.g. programming language, architecture).

Updates and upgrades are provided after approval by Talentmore AG or, in the case of third-party software, by the manufacturer. Updates/upgrades can be made available electronically (by e-mail or download) or by data carrier, at the discretion of Talentmore AG. The decision on the new functionalities to be included lies solely with Talentmore AG. In the case of updates and upgrades, the program and product names remain unchanged. In case of doubt, a new program name indicates a different product. Talentmore AG decides on a change of the program name at its own discretion.

**C.3.2** Within the scope of the service contract, Talentmore AG provides free-of-charge support services in the event of malfunctions by means of telephone or electronic communication (e-mail, remote access) after proper notification of the malfunction via the e-mail address [helpme@halion.info](mailto:helpme@halion.info) or via the service hotline during the defined opening hours. In this case, Talentmore AG will provide information on how to eliminate, circumvent or avoid the reported malfunction via a suitable means of communication chosen by Talentmore AG. Talentmore AG is only obliged to provide support if the Customer informs Talentmore AG of the license numbers and license names specified in the license agreement.

#### **C.4 Communication channels**

**C.4.1** Primarily is to be used for troubleshooting:

- The E-Mail Address [helpme@halion.info](mailto:helpme@halion.info)
- The Customer Service-Portal <https://helpme.halion.info>
- Or the Service Hotline [+49 681 93513-333](tel:+4968193513333)

This e-mail address, the support portal and the service hotline are provided by Talentmore AG, they can be used without access limitation by all employees of the customer with a valid service contract.

#### **C.5 Service hours**

**C.5.1** Service hours are Monday through Friday, on nationwide business days, from 08:00 to 17:00.

#### **C.6 Prioritization of fault reports**

**C.6.1** During the above-mentioned service times, Talentmore AG will begin fault clearance in accordance with the fault priority. Depending on the fault priority defined by the customer in compliance with the prioritization mentioned below and confirmed by Talentmore AG, this is usually done within the following response times after receipt of the fault message.

##### **C.6.2 Failure class A / priority 1 -> time to first response 120 minutes**

Definition: very serious impairment of the normal course of business, i.e. value-adding activities on the customer's productive system that cannot be postponed and cannot be substituted by manual activities (workaround) cannot be performed; this is caused by a total system shutdown or by disruption of central functions of the productive software.

**C.6.3 Failure class B / Priority 2 -> time to first response 8 hours**

Definition: severe impairment of the normal course of business, i.e. necessary activities on the customer's productive system cannot be performed and cannot be substituted by manual activities (workaround) in a reasonable manner; this is caused by a faulty or failed function of the productive software that is urgently needed in the current situation.

**C.6.4 Failure class C / priority 3 -> time to first response 2 working days**

Definition: Impairment of the normal course of business in an unreasonable form; this is caused by a faulty or failed function of the productive software, which is required on a daily basis, but can also be replaced by manual activities with additional effort.

**C.6.5 Failure class D / Priority 4 -> time to first response 5 working days**

Definition: no or minor interference with normal business operations; this is caused by a faulty or failed function of the production software that is not required on a daily basis or is only used to a minor extent.

**C.6.6** In the case of other faults, they shall be eliminated in the next program version. In the case of malfunctions in the test or development system, the malfunction shall be prioritized according to its effects on the production system. The availability of the customer's person reporting the malfunction must be ensured at all costs.

**C.7 Free replacement of electronically defective dongles, license keys or media**

**C.7.1** During the term of the service agreement, Talentmore AG will replace dongles, license keys and installation media that are defective free of charge against return of the defective dongle or medium. The return of the defective dongle or medium by the Customer must be received by Talentmore AG free of charge within a period of 10 working days. If the Customer does not return the license file/license dongle within a period of two weeks after request by Talentmore AG, Talentmore AG is entitled to claim damages.

**C.8 Cooperation obligations of the customer**

**C.8.1** The infrastructure required for the provision of services by Talentmore AG on the part of the Customer shall be provided by the Customer free of charge and kept in operation.

**C.8.2** In principle, but not conclusively, the following points must be ensured by the customer:

- the provision of a halion user with all rights, which can be used by the halion support team in the event of a malfunction; the user is released by the customer at the request of Talentmore AG
- necessary third-party software and the hardware equipment (the system requirements) must be available at the beginning of the service and during the service period and must be kept in a condition necessary for the operability of the software; the customer assumes responsibility for the eventual elimination of malfunctions
- current technical and functional documentation of the software version to be supported

- If employees of Talentmore AG are to carry out work on the Customer's software, the Customer must ensure proper data backup beforehand. In doing so, the Customer must also ensure that the data backup has actually been successful (restore). If the Customer has not carried out this work, he is obligated to inform the employees of Talentmore AG of this fact before commencing their work. The employees of Talentmore AG will then carry out the data backup at the request of the Customer. This is an additional service that is to be remunerated according to the respective valid prices as per the price list of Talentmore AG. If no data backup has been performed and the Customer does not have this performed by Talentmore AG, work on the Customer's software can be refused
- The customer is responsible for carrying out sufficient tests on updates and upgrades in a separate test system before implementing them in the production system.
- The customer ensures sufficient training of the personnel and designates sufficiently qualified employees for the fault reports
- the system for which the above software support services are provided must be clearly identified
- the status report in the halion productive system is made available to the customer on request at any time
- the customer carries out a regular and complete system diagnosis (at least once a month) to detect hidden hardware problems, adapted to the operational conditions. The diagnosis shall be logged.
- The customer must perform a complete data backup before each change to the hardware and software configuration (in particular updates). After the corresponding system change, a system diagnosis must be performed and logged daily for at least one week.

**C.8.3** The Customer shall appoint a responsible contact person as project manager to Talentmore AG for the entire performance period. This person shall ensure that the necessary decisions are made within a period of time to be specified in each case. The Customer shall name at least two contact persons with the authority for hardware and software configuration for network and data access as administrators / system managers.

**C.8.4** Talentmore AG may request the Customer to maintain its system configuration as required in connection with the requirements of the new versions of the Software. If the Customer does not meet these requirements, Talentmore AG is not obliged to provide services.

## **C.9 Delimitations and exclusions**

### **C.9.1 Delimitations**

The service contract does not include the following services:

- Installation of the software; installation of updates/upgrades;
- Change of UI settings;
- Maintenance of hardware; elimination of faults that are outside the above software in the customer's IT infrastructure;
- Development of new releases, functionalities, interfaces, programs or general so-called "bug fixes", unless this is done within the scope of the valid release strategy of Talentmore AG;

- Troubleshooting for so-called "Add Ons" such as software products based on the application software or additional developments that are not part of the standard scope of delivery of the software products maintained under this service agreement;
- Correction of deficiencies in the program documentation;
- Support regarding proprietary developments, modifications or extensions of the software not provided by Talentmore AG;
- Support for release changes or patches (correction status) as well as migration of modified halion systems to a system in the standard scope of delivery;
- Training Courses.

### **C.9.2 Exclusions**

In particular, Talentmore AG is not obligated to provide maintenance services of the software in connection with errors due to the following circumstances, unless the Customer proves that the problem reported within the scope of the service contract is not based on these circumstances:

- Modification of the software by the customer;
- Use of the software in connection with other software or devices that do not meet the system requirements specified by Talentmore AG;
- Deliberate improper use of the software by the customer or third parties;
- Input errors or errors related to the data used by the customer;
- Violation of access rights to the program by the customer (copy protection, deletion of hidden files, application of unauthorized disk optimization and compression programs, dongle).

If the fault is caused by one of the above reasons, the fault will not be rectified within the scope of the service contract.

### **C.10 Upwards compatibility**

**C.10.1** Talentmore AG guarantees that all main functions of previous versions will also be fulfilled in the updates and upgrades delivered, whereby individual functions may have modified and/or new operating elements and/or may be positively cancelled in higher functionality according to the development progress.

**C.10.2** The upward compatibility of parts of the designated software that have been modified or separately developed by the Customer himself or by third parties on behalf of the Customer is expressly not guaranteed. This also applies to changes made by Talentmore AG within the scope of a project at the request of the Customer and after written notification of the possible incompatibility of the change. Talentmore AG does not guarantee the upward compatibility of software updates to third-party applications.

### **C.11 Duration of contract**

**C.11.1** The Service Agreement shall apply for the term agreed between the Parties.

**C.11.2** The service contract begins with the delivery of the licenses. In the month following the delivery of the license, the contract is subject to a charge.

**C.11.3** Any termination of the contract shall be in writing.

**C.12 Remuneration, relicensing and Upsells**

**C.12.1** The fee for the service contract shall be based on the respective contract concluded between the parties. Unless otherwise agreed, the service contract fee shall be the list price in the respective usage model of the Software for which the service contract was concluded.

**C.12.2** If a contract is concluded during the year in accordance with the underlying license model, invoicing shall take place on the first day of the month following the month in which the licenses were delivered. The difference will be invoiced until the end of the already invoiced usage fee. After that, the payment will be made in full according to the selected payment interval.

**C.13 Price Policies**

**C.13.1** Talentmore AG is entitled to increase the service fees with a notice period of three months to the beginning of the month. The Customer must be notified of the increase in writing.

**C.13.2** If Talentmore AG increases the service fees by more than 10% within 24 months, the Customer is entitled to terminate the service contract with a notice period of 6 weeks from receipt of the notification of the price increase.

**C.14 Subsequent licensing**

**C.14.1** In case of extensions of the license (subsequent licensing) by the customer, the remuneration for the service contract, for which the conclusion of a maintenance contract is obligatory, increases automatically in the following month on the basis of the valid price list.