

Standard Terms of Service for KnowledgeCenter Modules of USU GmbH

1. Scope of the services

- 1.1 USU GmbH shall provide support for the customer's KnowledgeCenter installation under a maintenance agreement. As part of that, a USU Support Centre shall be the point of contact for the following matters:
- (a) Acceptance and handling of tickets relating to incidents, standard support (service requests) and questions on operation
 - (b) Troubleshooting within the scope of the defined SLAs
 - (c) Software maintenance and review in order to optimise the customer installation
 - (d) Information on the availability of the latest software updates (common fixes) to rectify problems and security gaps, as well as free provision of these common fixes for the current and the last two minor releases
 - (e) Installation of common fixes in agreement with the customer or support for the customer in installing them
 - (f) Information on maintenance windows for the IT infrastructure (hardware and software), provided the KnowledgeCenter installation is operated on hardware of USU GmbH or its contractors. Accompaniment of these maintenance windows and ensuring operability after the maintenance work.

2. Service languages

- 2.1 The service languages are German and English.

3. Service times

- 3.1 The service times are Monday to Friday from 8:00 a.m. to 5:00 p.m. CET/CEST, except on public holidays in the federal state of Baden-Württemberg.
- 3.2 If the customer has an extended service agreement (24x7 support), USU GmbH's support can also be reached around the clock outside the standard service times in the case of incidents that disrupt business (see the definition in section 4). Such urgent incidents can be reported to the support team only using the telephone hotline.

4. Incident management

- 4.1 Incidents are classified when they occur. An incident is regarded as disrupting business if the software cannot be used or if its use is unreasonably restricted for more than one user, the problem has a serious impact on handling of business operations and there is no workaround.
- 4.2 The maximum response time for incidents that disrupt business is two hours. The customer shall be contacted within this response time. The resolution time for such incidents, i.e. restoration of the customer's ability to use the software, is a further two hours.
- 4.3 The standard response time for incidents that do not disrupt business is one business day; a solution or solution concept for such incidents shall be supplied within three working days.
- 4.4 The above response and resolution times shall be guaranteed for 95% of the affected tickets.
- 4.5 Customers shall report incidents either to the telephone hotline, by web ticket or by e-mail to the USU Support Centre. The specific channels for reporting incidents can be found on unymira's support site <https://www.unymira.com/de/kontakt/support/>. Customers must also report problems that disrupt business by calling the hotline of the USU Support Centre.
- 4.6 If incidents are discovered by USU, they are documented by the USU Support Centre in the form of a ticket and the customer's contact persons are notified by e-mail and, in the case of incidents that disrupt business, by phone.

5. Duties of cooperation on the part of the customer

- 5.1 The customer shall appoint competent contact persons who can access their system for the purpose of communication between the customer and USU GmbH.
- 5.2 The customer shall help in pinpointing the cause of the problem and support the USU Support Centre with testing.
- 5.3 If the customer has an extended service agreement (24x7 support), their relevant contact persons must likewise be available 24 hours a day, 7 days a week, so that incidents that disrupt business can be remedied within the defined resolution times.
- 5.4 The following points 5.5 to 5.8 are also of relevance if the KnowledgeCenter installation is operated on hardware of the customer or their contractors. The customer is aware that there may be restrictions in support for problems they report and queries if they fail to fully comply with said points.
- 5.5 The customer shall ensure that a suitable means of accessing the customer's system to enable the analysis of incidents and troubleshooting is set up for the USU Support Centre. This can be done by means of remote access or a screen-sharing tool. If USU has or is given access to the customer's systems, data or system operation statistics, USU shall ensure that personal data is not used or stored by USU GmbH or employees of USU GmbH at any time and in any form. All data privacy regulations shall be applied.
- 5.6 Any remote access provided to the customer's system must not be confined to a single employee of the USU Support Centre by means of technical or organisational restrictions (redundant access).
- 5.7 Maintenance work carried out on the customer's IT infrastructure that may be of relevance to the operability of the KnowledgeCenter installation must be reported to the USU Support Centre.
- 5.8 If the customer outsources application management to contractors who have a relevant interface to the USU Support Centre, the customer must
- (a) notify USU GmbH thereof
 - (b) instruct the contractors about the relevant part of the duties of cooperation as defined in section 5
 - (c) instruct the contractors to identify themselves to the USU Support Centre as acting on behalf of the customer when reporting incidents.

6. Miscellaneous

- 6.1 USU GmbH uses statistical data on the customer installation to optimise the software's performance.
- 6.2 These Terms of Service may be supplemented by additional GTCs of USU GmbH if they are referred to in the software certificate.
- 6.3 If individual provisions are or become fully or partly ineffective, this shall neither affect the validity of the other provisions nor the effectiveness of the agreements based on these Terms of Service as a whole. An ineffective provision shall be replaced by an arrangement that corresponds as closely as possible to the intended economic purpose.

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