

# Supplementary Terms and conditions of use and maintenance for USU programs

## 1 Terms and conditions of use

### 1.1 Scope of the utilization claim and definitions

USU license programs may be used in the scope set out in the software certificate and by the licensee only. Unless agreed otherwise in writing, the license is not directly or indirectly valid for companies associated with the licensee under Section 15 AktG. The licensed software may be installed on one system of the licensee only (no multiple installations).

Inasmuch as the amount of payment for release should be guided by the maximum permissible number of users and/or systems, assets or invoicing volumes or other valuation indices, then the licensee shall, upon increase of the agreed maximum, pay for the number of additional active users or other valuation indices and in accordance with the licensor's applicable price list.

To verify the utilization scope, the licensee shall send the licensor at the latter's express request corresponding evidence or evaluations specified by the licensor as print-outs or files of the installed programs or provide corresponding information.

If the customer is given a data model for the use of *USU Service Management*, its use shall only be permitted in connection and scope of the licensed program modules of *USU Service Management*. The licensee may only copy the data model for backup purposes and provide it to such persons who require it for the purposes of the licensee and the licensed USU programs.

Inasmuch as programs are supplied and/or provided for use, which were not developed by USU, the license terms of the relevant manufacturer or licensor shall take precedence. Inasmuch as this is open source software, the corresponding open source license terms shall take precedence, but only inasmuch as they do not restrict the contractual scope of use and fault liability under Item 1.5.

### 1.2 Other terms and conditions for USU Analytics

USU Analytics integrates the following components of the Pentaho software as OEM license:

- Pentaho BI Platform Enterprise Edition
- Pentaho Analysis Enterprise Edition
- Pentaho Dashboard Designer
- Pentaho PDI Enterprise Edition
- Pentaho Reporting Enterprise Edition

The use of the OEM software is subject to the following restrictions:

- USU Analytics includes a Named OEM License from Pentaho.
- Pentaho is restricted to be used together with USU Analytics.
- Pentaho is licensed to analyze the following data sources:
  - USU Analytics Datamart database
  - USU Service Management database
  - Other data sources must be separately licensed, may only be connected to the USU Analytics database and must be technically related to the USU Service Management Suite.
- The Pentaho Interactive Reporting Module is not supported by USU Analytics and is not installed or supported by USU.

## 2 Maintenance terms

### 2.1 Scope of maintenance services

The maintenance of the standard software specified on the software certificate comprises:

- a) Support in order to assure operation of software in the context of specifications and system prerequisites defined therein (refer Item 2.3).
- b) Ticket reports (faults, queries, service requests, suggested improvements) by using our online ticketing system at <https://support.usu.de> as well as by telephone during service hours (Monday to Friday from 8 am to 5 pm CET, except national holidays) under +49-(0)7141-4867-99 with call-back service in accordance with c).
- c) Call-back service in respect of tickets reported by persons commissioned by the licensor for trained administrators or defined user groups of the customer for support during software issues during service hours.
- d) Tickets of error class 1 must additionally be reported by telephone.
- e) Information concerning any new available software release.
- f) Usage rights to new software releases in the scope of functions and usage of the licensing of the standard software in accordance with the software certificate. Releases are supplied at the licensee's request in scannable form together with any amendments/supplements to manuals.

The licensor states that he is prepared to support the customer with installation of new release statuses. This support is payable.

An extension of the support for tickets of the failure class 1 is bookable in the context of the Gold Support (24x7) for an additional annual maintenance fee.

### 2.2 Troubleshooting

The obligation to troubleshoot refers to the relevant latest release of the standard software products. For an old release, this obligation lapses at 18 months after a new release, unless it was unreasonable for the licensee to have incorporated it. In this case, the licensor will continue the maintenance with an appropriately increased remuneration.

The licensor shall troubleshoot within an appropriate term and start with the verification of the fault reported and initiation of the required troubleshooting measures in the event of operation-preventing or hampering faults within a response time of four hours at the latest. The response time shall be within the support times.

Deviating from the error classes of the Bitkom, the following error classes apply:

Class 1: Termination of business activities based on USU Service Management

- The use of the software is not possible or unreasonably restricted for more than one user, and the error has a serious impact on the business.
- There is no workaround.

Class 2: Business activity based on USU Service Management is made more difficult

- The appropriate use of part of the system is significantly or massively restricted, and the error has a significant impact on the business transaction.
- In individual cases, workarounds (workaround solutions) exist.

Class 3: Business activity based on USU Service Mgmt. is affected, ongoing business is not restricted

- The execution of business processes is not affected.
- The symptoms affect individual parts of the system.
- Specific functions are not available.

Class 4: Business activity based on USU Service Management not affected by identifiable problems

- The symptoms only affect a small part or area.

- Business processes are not affected.

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### 2.3 Cooperation services

The licensee shall appoint a contact, who is available to the licensor for the rectification of faults of class 1 (business-preventing fault). Tickets of fault class 1 must also be reported by telephone in accordance with Item 2.1 b).

The licensee shall transfer to the licensor on request an up-to-date database dump (data are handed over by licensee in anonymized form where necessary).

The licensee shall allow USU Support and Development remote access to its system for troubleshooting.

Changes to the system environment (hardware and software) must be documented by the licensee and available to the licensor. Necessary database, network and server log files shall be made available to USU Support.

The licensee shall participate in fault containment and support the licensor with functional and integration tests.

For errors of error class 1, where 24x7 applies, contact persons of the Licensee must also be available 24x7 if necessary.

## 3 General conditions

### 3.1 Miscellaneous

Rights from the contractual relationship with the licensor may be assigned after prior written approval only.

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