Contents of the TKI software: Support and maintenance

The scope of support and maintenance defines the support services provided by TKI GmbH (hereinafter referred to as the Licensor) for the software it supplies. The extent of support and maintenance is determined by the Licensee's order.

version	Date of change	Notice
1.2	23.09.25	Additional support packages
1.3	14.10.25	Visual adjustment of the tables
1.4	11.11.25	Definition details, support and maintenance
1.5	05.10.26	Small changes

DEFINITIONS

- " *Standard software* " refers to a software system that covers a clearly defined area of application and can be purchased as a pre-made product from the licensor.
- " *Standard software customization* " refers to the customizations and/or changes to the standard software ordered by the licensee and developed by the licensor as an integral part of the standard software, which do not fall within the scope of product configuration but do not constitute generic software, in order to meet specific requirements of the licensee.
- " *Version* " refers to the respective development stage of the software solution provided by the licensor.
- " *Release* " defines the introduction of the software version provided by the licensor.
- " *Workaround* " defines a temporary solution to circumvent a problem with the software solution provided by the licensor.
- " *Software module* " defines a specific part of the software solution provided by the licensor. (e.g., .NET Design, .NET Engineering, .NET Build, .NET Cloud)
- " *Seats* " defines the number of users who can work simultaneously with a specific software module of the licensor. The total number of available seats is determined by the software module in which the licensee has the most software licenses.

- A "business day" is defined as any working day (Monday to Friday) on which the company is open for ordinary business during its established business hours. Public holidays (both national and Saxon) and weekends are not considered business days.
- " *Severity* " defines the impact of the problem on the licensee's operations. These are:

    - **Severity Level 1** (System Failure): Errors so severe that the licensed software is unusable, inaccessible to any user, or data cannot be saved. Generally, no further processing of the module or the entire licensed software is possible without correcting the defect or implementing an emergency patch or workaround. (e.g., no user can access the licensed software due to a problem with the license server.)
    - **Severity Level 2** (Critical): Errors that result in a severe impairment of the use of one or more essential functions of the licensed software on all data records. The licensee is unable to proceed with selected essential functions or dependencies (i.e., part of the licensed software is still functional, but a significant portion is impaired).
    - **Severity Level 3** (Severe): Errors that cause a severe impairment of the use of one or more essential functions of the licensed software in one or more, but not all, data records, a severe impairment of processing speed, or less severe functional defects. Typically, the licensed software is usable, but a component is non-functional or faulty in one or more data records. (For example, processing of a particular data record is repeatedly and abruptly terminated; the user can continue working on other data records while the licensor investigates the problem.)
    - **Severity level 4** (minor): Errors indicate minor operating or display problems that do not affect processing.

Extended Support

The extended support includes comprehensive content support for the software modules as project support.

MAINTENANCE (technical support)

Maintenance for the licensed software is automatically included in the annual license package fee and includes bug fixes and the release of new software versions.

The licensee must implement the current version of the licensed software when bug fixes and releases are implemented to continue receiving technical support. The licensor discontinues maintenance for earlier standard software versions after the release date of the current standard release . However, older versions may still be used.

New releases are developed and released by the licensor and its sublicensees at their sole discretion. The licensor will regularly inform the licensee about new features.

Maintenance does not include third-party software. The licensor provides first-level support and is therefore the point of contact for receiving and initially assessing reported problems. If the licensee determines that a problem is caused by third-party software, they must forward the report to the licensor. The third-party provider is solely responsible for addressing and resolving the problem. The licensor will provide the licensee with all fixes, workarounds, or other solutions provided by the third-party provider; the third-party provider will handle the technical resolution. The licensee is obligated to cooperate to the necessary extent in the problem analysis and resolution and to provide the required information.

AVAILABILITY

A minimum availability of more than 99.5% is guaranteed.

PROBLEM REPORTING

All issues must be reported via the licensor's online ticketing system. This system is available at all times for reporting problems. All support-related communications will be in German or English.

INFORMATION ON PROBLEM REPORTING

1. Reporting Information:
   The licensee is responsible for reporting all problems via the licensor's online ticketing system and providing the following information:
   a. Company and reporter's name
   b. Name of the licensor software and release level
   c. Assessment of severity according to the definition of severity levels

d. Description/history of the problem and the licensee's efforts to solve it
e. Diagnostic reports (if available)
f. all other information that the licensor necessarily needs to diagnose the problem

2. Problem identification:
   Before reporting, the licensee must:
   a. Identify the problem and the parts of the licensed software that are believed to be the cause of the problem.
   b. determine that all known fixes or workarounds provided by the licensor have been applied.
   c. Gather supporting documentation to diagnose the problem.
3. Support with problem diagnosis
   If the licensee reports a problem, the licensee is responsible for providing the licensor with the data and access (e.g., remote dial-in access, database access) required to efficiently diagnose the problem.
4. Problem Investigation and Determination:
   Following confirmation, the licensor will investigate the problem and determine its severity. During the investigation, the licensor may change the severity level for this problem to conform to the severity definitions set forth in this appendix.
5. Problems that are not software bugs
   : If the licensor determines that the problem is not a software bug, the licensor will inform the licensee that the problem is outside the scope of maintenance and that any further services related to the problem, if offered and provided by the licensor, will be provided as paid support in a separate form.
6. Severity Level 1-3 Errors:
   If the licensor determines that a severity level 1, 2, or 3 problem is due to an error, the licensor will make all commercially reasonable efforts to provide or communicate a solution or workaround for the error electronically or by telephone during business hours within the timeframe of the agreed support package, or to inform the licensee in writing within that timeframe that further investigation, resources, or analysis will be required. The licensee must provide qualified personnel to assist in the investigation and must apply the corrective action or workaround to the licensed software as soon as it is provided by the licensor. The deadline is interrupted if the licensor informs the licensee that additional information or materials are required from the licensee to remedy the defect, for the period it takes the licensee to provide the additional information or materials.
7. Severity Level 4 Defect:
   If the licensor determines that the severity level 4 problem is due to a software defect, the licensor will review the defect with a view to possibly including a fix or workaround in a future software release.

Maintenance of third-party software applications

1. Third-party software problems
   The response times for reported problems do not apply to third-party software.

2. No third-party software maintenance obligation
   If the licensee determines that a problem is caused by third-party software, the licensee will report this problem to the licensor.
   The licensor provides first-level support and is therefore the point of contact for receiving and initially assessing reported problems. If the licensee determines that a problem is caused by third-party software, they forward the report to the licensor. The third-party provider is solely responsible for processing and resolving the problem. The licensor provides the licensee with all fixes, workarounds, or other solutions provided by the third-party provider; the third-party provider is responsible for the technical resolution. The licensee is obligated to cooperate to the necessary extent in the problem analysis and resolution and to provide the necessary information.

CHANGE TO THE LICENSED SOFTWARE

If the licensee modifies the licensed software outside of the methods described in the documentation, the licensor cannot provide further support for the licensed software.

SUPPORT PACKAGES

The licensor offers the licensee various packages with different services. The licensee receives basic support with their licenses. For extended support, several "extended support" packages can be purchased. The support packages include the following services:

Support	Basic Support	Extended Support Package
Channels	Ticketing system	Ticketing system, support hotline
Business hours	Mon-Fri 8:00 - 17:00 (CET), except on national or Saxon public holidays	
Project support	Not included	20 hours per year included per "extended support" package
maintenance	**Basic Support**	**Extended Support Package**
Response times* Severity level 1 Severity level 2 Severity level 3 Severity level 4	 6 working hours 2 business days 4 business days 8 business days	 4 working hours 1 business day 2 business days 4 business days
Troubleshooting/Workaround** Severity level 1 Severity level 2 Severity level 3 Severity level 4	 5 business days ---	 2 business days 14 business days 28 business days
Cost	inclusive	see offer (Number of packages)

* The response time begins when the licensee submits a problem in the online ticketing system and all reporting information and materials are included in the problem report.
** The time for troubleshooting or creating a workaround begins after the licensee has identified the problem.

SERVICE LEVEL

The licensor undertakes not to violate the first response and resolution time for a severity 1 or 2 error more than once in a calendar month.

Should the licensor fail to meet the response and resolution time more than once per month, the annual support fees for the current usage period will be reduced by the following percentages.

Number of months with violations of monthly response and resolution times	Reduction of support fees
1	5%
2	15%
3	30%
more than 3	50%

To receive a reduction, the licensee must submit a request for the corresponding credit at the time of the first violation of the monthly response and resolution time by opening a support ticket on the licensor's online support platform. The request must be received by the licensor by the end of the next license billing cycle following the violation. The request must include the following information:

> **Subject:** Reporting a violation of the monthly response and resolution time
>
> **Contents:** Date and time of each monthly error message

If the request is approved by the licensor and a violation of the monthly response and resolution times has occurred, the licensor will issue a credit to the licensee. Failure by the licensee to provide the request and other information as requested above will disqualify them from receiving a service credit.

Further claims are excluded.

EXCLUSIONS FROM SERVICE LEVELS

Response and resolution times will be suspended if and for as long as the licensor requires the licensee to provide additional information necessary for a proper analysis and determination of the defect. Service level compliance does not apply to unavailability or other performance issues of the licensed software.

1. resulting from a suspension of the services described in the contract
2. caused by factors outside the licensor's control, including force majeure or internet access problems or related problems outside the demarcation point of the licensed software

3. resulting from actions or omissions of the licensee or a third party
4. resulting from the licensee's equipment, software or other technology and/or the equipment, software or other technology of third parties (excluding third-party equipment over which the licensor has direct control)
5. which result from the maintenance according to the contract
6. which result from the suspension and termination of the right to use the licensed software by the licensor in accordance with the contract.