

Maintenance and Support Terms for PTV Software

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These Maintenance and Support Terms apply to the company of the PTV Group identified as the contracting party in the relevant Offer, Order Form or other agreement. The full corporate and registration details of the contracting PTV entity are set out in the relevant Agreement.

1 General Policies and Processes

1.1 Introduction

These Maintenance and Support Terms (“MST”) apply to maintenance and support services for PTV Software where they have been expressly incorporated into an Offer, Order Form or other agreement. Services provided by PTV beyond the scope of Product Support, for instance training, software development, consulting, etc., are not part of these MST and shall be regulated by another specific agreement.

The Customer’s contracting party shall be exclusively the company of the PTV Group identified in the relevant Agreement as the provider of the Maintenance and Support Services. Other PTV Group companies may assist in performance or act as subcontractors, but shall not thereby become parties to the Agreement or assume liability for the obligations of the contracting PTV entity.

Where the Customer obtained the PTV Product through an independent reseller or distribution partner, including a value-added reseller (“Reseller”), the Reseller shall be the First-Level Support Provider unless otherwise agreed in the Agreement. In that case, PTV shall provide Second-Level Support solely to the Reseller unless a direct support agreement between PTV and the Customer has been expressly entered into.

The Maintenance and Support Services (“MSS”) comprise:

- Updates of PTV Software in accordance with section 2; and
- Product Support in accordance with section 3.

1.2 Term, termination and scope of services

The term, remuneration, renewal and termination of the MSS are governed primarily by the contract. Unless otherwise agreed therein, the MSS shall be extended for a further twelve (12) months in each instance, provided they are not terminated by either party with three (3) months’ notice to the end of the relevant maintenance period. The right to terminate the contract extraordinarily for good cause remains unaffected.

The scope of functions covered by the MSS is determined by the relevant contractually agreed service or product description.

PTV may improve and extend the scope of functionality; upon delivery, the extended scope shall form part of the contract.

1.3 Discontinuation and migration

- a) PTV may, for an objective reason, such as technical development, security or legal requirements, the unavailability of third-party components or a change to the product or licensing model, discontinue individual modules, components or functions or the PTV Product as a whole, or provide them only as a separately licensed module or within another PTV product, including as a software-as-a-service or API offering ("Successor Product").
- b) PTV shall give notice of the discontinuation in text form at least three (3) months before it takes effect; where it is to take effect upon renewal, the notice must also be received before the deadline for ordinary termination. The notice describes the discontinuation, states the effective date and any Successor Product with its terms and fees, and draws attention to the right to object and the consequences of remaining silent.
- c) If the Customer does not object within six (6) weeks of receiving the notice, the discontinuation is deemed agreed. If the Customer objects, the MSS continue unchanged until the end of the current maintenance period. Alternatively, PTV may, within four (4) weeks of receiving the objection, terminate the MSS with one (1) month's notice, but not earlier than the notified effective date. From the start of the next maintenance period, the discontinuation applies.
- d) The Successor Product replaces the discontinued elements at no additional charge when the discontinuation takes effect. Successor Products consisting of PTV Software are governed by the EULA and these MST. Software-as-a-service and API offerings are governed by the PTV Terms of Service specified in the notice and, where required, a data processing agreement, which the Customer accepts before first use. Additional fees for a Successor Product require a separate agreement.
- e) If PTV terminates under paragraph 3, PTV refunds pro rata any fees paid in advance. Where an agreed discontinuation removes contractually owed functions during the maintenance period without substantially equivalent replacement by the Successor Product, the fees are reduced appropriately.
- f) Versions already supplied and the rights of use granted in respect of them remain unaffected.

PTV may suspend the MSS in the event of payment default in accordance with the Agreement and the Applicable PTV GTCs. In the event of another material breach, PTV may suspend or terminate the MSS after giving notice and allowing a reasonable period to remedy the breach. No remedy period shall be required where immediate suspension or termination is necessary for security, compliance or license-protection reasons or where continued performance cannot reasonably be expected from PTV.

The Customer's warranty rights and remedies shall be governed by the Agreement, the Applicable PTV GTCs and the EULA.

Any maintenance, support or other terms of the Customer shall apply only where PTV has expressly agreed to their incorporation in text form.

PTV shall be entitled to adjust the fees for the MSS within the scope of its general pricing policy at its reasonable discretion, subject to a notice period of three (3) months, by means of an adjustment declaration in text form to the Customer. The adjustment shall take effect no earlier than the beginning of the next maintenance term as of the end of which the Customer could first have ordinarily terminated following receipt of the adjustment declaration. If fewer than six (6) weeks remain between receipt of the adjustment declaration and the last day on which an ordinary termination effective as of the end of the current maintenance term could still be declared, the adjustment shall only take effect as of the beginning of the maintenance term thereafter. Price adjustments shall not apply to periods for which the Customer has already made payments.

PTV Support at a glance:

- Any Product Error is to be reported to PTV's global Helpdesk portal under <https://helpdesk.ptvgroup.com/>
- Commercial questions or general queries <https://company.ptvgroup.com/en/contact>

1.4 Definitions

Agreement: The Offer, Order Form or other agreement governing the provision of the MSS, including the Applicable PTV GTCs, the EULA and these MST incorporated into it.

Applicable PTV GTCs: The General Terms and Conditions of the PTV Group expressly incorporated into the relevant Offer, Order Form or Agreement.

Customer: The company or organisation that entered into the Agreement for the MSS with PTV or, where the PTV Product was obtained through a Reseller, the relevant support agreement with the Reseller.

End-user: person(s) using the PTV Product. The End-user is an employee or authorized representative of the Customer.

Error (or "Product fault", "Product failure", "Product Error", etc.): any problem affecting the good functioning of the PTV Product delivered by PTV. The words "fault", "failure", "disturbance", "issue", "problem", "defect" and "incident" shall be synonymous in the context of these terms.

EULA: The End User License Agreement for PTV Software incorporated in relation to the relevant PTV Product.

External Component: any software, middleware, hardware, content, data, energy or telecommunication component which is not specifically included in the PTV Product and for which PTV Assumes no responsibility.

Maintenance and Support Services ("MSS") have the meaning provided in the introduction of this annex.

Permanent Solution: means the restoration of the PTV Product to full compliance with its specifications. A Permanent Solution has been successfully implemented when the

disturbance is completely eliminated and the PTV Product functions as per specifications in a stable/permanent way. The status of the Error is then set as closed.

PTV: For the purposes of these MST only, the company of the PTV Group identified in the Agreement as the provider of the MSS.

PTV Software means PTV software programs or components, including licensed third-party components, in part or in whole, intended for use in specific business premises ("On Premise").

PTV Products are PTV Software.

Reseller: An independent reseller or distribution partner of PTV, including a value-added reseller ("VAR"), that supplies or resells the PTV Product to the Customer either without modification or after integrating it into its own solution.

Reaction Time: Means Response Time only for the purposes of these MST.

Response Time: The time elapsed during the applicable Service Hours between receipt of a valid Ticket and acknowledgement of that Ticket and commencement of its processing by the responsible Support Provider.

Resolution Time: The time until a Permanent Solution or Workaround Solution is provided or implemented. A specific Resolution Time shall apply only where expressly agreed in the Agreement

Service Hours are the time slots during which Tickets are processed by PTV. Service Hours for Product Tickets are detailed in sec. 3.

Severity Level: The criticality classification assigned to errors, as detailed below under "Error classification"

Ticket (or "Product Ticket"): The words "ticket", "query", "enquiry", "alarm", "error message", "call", "report", "claim", "notification" and "request", unless the context suggests otherwise, shall be synonyms used to reflect the reporting by the Customer of an Error.

Workaround Solution: Means the correction of Errors and restoration of the PTV Product up to a satisfactory level of performance minimizing the observable impact on the End-user, although it does not completely conform to specifications and may include reduced functionalities. When a Workaround Solution is implemented, the Error status remains open until a Permanent Solution is implemented.

Text form: A readable declaration on a durable medium identifying the person making it, including email and electronic signature platforms. Notices, consents, objections and terminations under these MST shall be made in text form unless mandatory law requires a stricter form. Where these MST refer to written form or a written declaration, text form is sufficient.

1.5 Error classification

Upon observing a valid Error, the Customer shall describe it, collect evidence, classify its severity and report such description, evidence and classification through a Ticket. Errors shall be classified according to their severity as follows:

Category 1: Errors that have a critical impact on the business operations of the End-user, in particular, some major features are unavailable, severely disturbed or frequently interrupted. The End-user cannot carry out his/her daily work, is at risk of losing data or is under the threat of a total system failure.

Category 2: Errors that have a significant impact on the business operations of the End-user. The Maintained Product continues to perform, but with important restrictions in performance or functionalities.

Category 3: Errors that have moderate impact on the business operations of the End-user. Performances or functions are temporarily or partially restricted, affecting slightly the daily work.

Category 4: Errors without any impact for the customer and of lowest priority, such as functional questions or routine messages.

PTV reserves the right to re-classify the Error if it appears that the original classification was not reflecting its real severity or if subsequent corrections have been partly implemented and have caused a change of the severity.

1.6 Cooperation of the Customer

The Customer shall cooperate free of charge and with reasonable promptness to the Maintenance and Support Services. The Customer shall in particular be attentive to the following tasks:

- Observe, describe and document the circumstances of any Error, which includes the collection of supporting evidence such as screenshots, log details, error messages;
- Ensure that the Product and Service Error qualify respectively for Product Support and Service Availability, with respect to the list of exclusions mentioned below;
- Submit a Ticket according to the agreed process;
- Appoint a contact person to provide necessary information and with the authority to take or bring about decisions without undue delay;
- To the extent required for the performance of the MSS, provide free of charge appropriately secured remote access to the affected servers, systems or applications of the Customer. Remote access shall be limited to the extent necessary and shall be subject to the agreed information-security and data-protection requirements. Where required, the Parties shall enter into an appropriate data processing agreement before remote access is established;
- Provide reasonable support in the analysis, handling and rectification of Errors;
- Implement any Workaround Solutions, Permanent Solutions or Updates provided and follow any specific instructions given by PTV or the Reseller.

1.7 Exclusions

The Provision by PTV of the **MSS** is subject to compliance by the Customer of its obligations under these MST and under the Agreement, which include inter alia the following aspects:

- Observance of all technical requirements set forth by PTV
- Product Tickets will qualify only if they refer to Product Errors, i.e. a circumstance where the PTV Product does not provide whole or part of the function or performance specified by PTV. Product Tickets will be disqualified when they refer to:
 - a) issues caused by External Components;
 - b) issues resulting from a use of the PTV Product which does not comply with the service description and technical requirements specified in the Service Description or with specifications otherwise provided by PTV, such as but not limited to use of the PTV Product outside the intended hardware and software environment, hardware and network communication faults, wrong configuration, overload, etc.;
 - c) issues caused by unauthorized modifications of the PTV Product;
 - d) issues caused by wrong or missing third-party input data, unless such data are part of the PTV Product;
 - e) issues caused by the Customer's failure to install an Update or to abide by measures specified by PTV to rectify the Error and where the Error would have been cured by such Update or measure; this shall not apply to Updates whose installation the Customer may still defer under section 2.4.3 of the EULA or to which the Customer has validly objected under section 2.4.4 of the EULA;
 - f) issues pertaining to services which do not form part of the PTV Product, for instance training, software development or consulting.

Disqualified Product Tickets shall not be processed by PTV as part of the MSS.

Where repeated disqualified Product Tickets require more than insignificant processing effort, PTV shall inform the Customer accordingly. PTV may make further processing of such requests subject to a separate order and additional fees.

In the event of repeated misuse of the support services, PTV may temporarily suspend the MSS after prior warning. Any suspension of the Customer's right to use the PTV Product shall be governed exclusively by the Agreement, the Applicable PTV GTCs and the EULA.

Services which do not qualify as MSS shall require a separate agreement and shall be charged at the agreed rates or, in the absence of an agreed rate, at PTV's then-current rates.

1.8 Transfer and assignments

PTV may use affiliated companies, Resellers and other subcontractors to perform the MSS.

The use of an affiliated company or subcontractor shall not change the parties to the Agreement. PTV shall remain responsible to the Customer for the proper performance of the MSS owed by PTV.

Where the Agreement designates a Reseller as the First-Level Support Provider, the Reseller shall be responsible to the Customer for First-Level Support. PTV shall provide Second-Level Support solely to the Reseller unless expressly agreed otherwise.

Any assignment or transfer of the Agreement shall be governed by the Applicable PTV GTCs.

2 PTV Product Updates

PTV may provide Updates for the PTV Product. Updates may include security updates, patches, bug fixes, Workaround Solutions, Permanent Solutions, feature updates and new versions.

The scope of the software modules covered by the MSS is not restricted by an update; any material restriction on this scope is governed exclusively by the procedure set out in clause 1.3.

The customer's rights in the event of material changes or restrictions remain unaffected in accordance with the EULA and, in the case of perpetual licenses, in accordance with clause 1.3 of these MST.

The provision and use of updates, as well as the customer's rights and obligations in connection with material changes or restrictions, are governed by the contract and the EULA. In the case of perpetual licenses, any material restriction on the scope of functionality covered by these MST is governed exclusively by clause 1.3 of these MST.

A migration to another PTV product shall only be deemed an Update within the meaning of these MST if this is expressly provided for in the Agreement or has been agreed between the parties. The discontinuation with migration to a Successor Product is governed by clause 1.3.

PTV shall give notice of major updates within a reasonable period prior to their release and shall provide the necessary technical documentation.

Unless otherwise agreed in the contract, the Customer is responsible for installing the updates in their system environment and for the associated costs.

The Customer shall install security updates, bug fixes and any other updates designated by PTV as necessary within a reasonable period of time. The Customer's rights in the event of material changes or restrictions remain unaffected in accordance with the EULA.

Maintenance and support services shall be provided exclusively for the current version and the immediately preceding version of the PTV software.

PTV shall determine which version is to be regarded as the current version and shall give reasonable notice in advance of the end of support for a version.

Where the Customer continues to use an earlier version following an objection under section 2.4.4 of the EULA, the scope and duration of the MSS for that version are governed by the EULA. Otherwise, MSS for versions older than the immediately preceding version are provided only where PTV has expressly confirmed this.

Unless otherwise specified in the contract or in the EULA, the same rights of use shall generally apply to updates as to the version of the PTV product to which the update relates.

3 Product Support

3.1 Scope

Product Support services are available for Customers who have acquired the PTV Product, during the period of validity and according to the commercial terms defined in the Agreement. The purpose of the Product Support is to facilitate the use of the PTV Product, by providing answers and rectifications to Product Tickets raised by the Customer. Product Support is not a substitution to training or to the general information provided by PTV under various channels such as tutorials and webhelp. Only qualified Product Tickets are entitled to Product Support. Sec. 1.5 lists and defines the circumstances which may disqualify a Product Ticket.

3.2 Communication channels and responsibility matrix

The Agreement shall determine the First-Level Support Provider responsible for the Customer.

Where PTV is designated as the First-Level Support Provider, the Customer shall submit Product Tickets directly through the PTV Global Helpdesk Portal. PTV shall provide both First-Level Support and any required Second-Level Support.

Where a Reseller is designated as the First-Level Support Provider, the Customer shall submit all Product Tickets exclusively to the Reseller in accordance with the procedures specified by the Reseller. The Reseller shall be the Customer's sole point of contact and shall be responsible to the Customer for First-Level Support.

PTV shall support the Reseller as Second-Level Support Provider. The provision of Second-Level Support shall not create direct contractual claims by the Customer against PTV in respect of the MSS unless expressly agreed otherwise.

The remaining provisions concerning the responsibilities of the First-Level and Second-Level Support Providers shall remain unaffected.

The Product Support provided by the First-Level Support Provider and the Second-Level Support Provider shall be referred to as First-Level Support Services and Second-Level Support Services, respectively. The respective responsibilities assigned to PTV and to the VAR are further detailed in the following two sections.

3.2.1 First-Level Support Service

The First-Level Support Provider – PTV or the Reseller, as specified in the Agreement – shall be the Customer's sole point of contact for all support-related communications.

The First-Level Support Provider is responsible for the recording, prioritizing and monitoring of the Product Tickets and for the correction of the Product Errors, within the boundaries of its technical expertise. The First-Level Support Provider will:

- a) establish an efficient communication channel with the Customer, such as a web- based ticketing system offering in particular a time stamp and recording features,
- b) verify that the Product Ticket qualifies,
- c) analyze the Product Error, narrow down its root causes,
- d) collect additional information, data and documents that are necessary to analyze and remedy the Product Error,
- e) advise the End-user on the handling and circumvention of the error, when relevant and possible,
- f) correct issues that can be fixed with the technical means and skills of the First- Level Support Provider,
- g) forward the Product Ticket to PTV for issues that exceed the technical means and skills of the First-Level Support Provider, and provide all necessary information and assistance to enable PTV to remedy the Error,
- h) facilitate the installation of any Workarounds or Permanent Solution provided by PTV,
- i) provide the End-user with regular feedback on the status of any activities and rectification efforts of both First-Level Support Provider and the Second-Level Support Provider.

The First-Level Support Provider shall designate in its organization a specific team in charge of First-Level Support Services and an escalation mechanism to resolve crisis.

The First-Level Support Provider shall gather and analyze with great care the nature of the issue and the underlying root cause, with consideration of what the End-user is trying to accomplish so that time is not wasted on attempting to solve a symptom instead of a problem. Once identification of the underlying problem is established, the First-Level Support Provider can begin sorting through the possible solutions available, such as verifying physical layer issues, resolving username and password problems, restarting and uninstalling/reinstalling basic software components and applications, verification of proper hardware and software set up, and assistance with navigating around application menus.

If all primary methods have failed, the First-Level Support Provider shall document both the issue and the first correction attempts and shall consider engaging the assistance of the Second-Level Support Provider.

3.2.2 Second-Level Support Service

The Second-Level Support Provider (PTV) is responsible for the Product Support which the First-Level Support Provider is unable to handle with its own technical means and skills. The Second-Level Support Provider may only be contacted by the First-Level Support Provider, not by the End-user himself.

The level of expertise on the Software is greater with the Second-Level Support Provider than it is with the First-Level Support Provider.

The Second-Level Support Provider will

- a) advise the First-Level Support Provider on the handling and circumvention of the error (if possible),
- b) initiate activities directed towards mitigation and remediation of the issue, firstly with the provision of a Workaround if relevant, then with a Permanent Solution.

3.3 PTV's Global Helpdesk Portal

Irrespective of the support organisation – PTV providing Product Support directly to the Customer or PTV providing Second-Level Support to the Reseller – and irrespective of geographic location, PTV Product Support shall be contacted by submitting a Ticket through PTV's Global Helpdesk Portal at <https://helpdesk.ptvgroup.com/>.

3.4 PTV's Regional Support Centers and Service Hours

The Service Hours applicable to the relevant Regional Support Center shall be notified to the Customer or the responsible Reseller.

PTV may amend the Service Hours with prospective effect upon reasonable prior notice. During a current maintenance term, expressly agreed Service Hours shall not be materially reduced unless the amendment is required for legal, security-related or compelling operational reasons.

PTV shall assign a Regional Support Center to the Customer taking into account geographical, technical and linguistic requirements. Any Customer-specific Service Hours expressly agreed in the Agreement shall prevail.

Product Tickets reported outside of the Service Hours shall be handled from the beginning of the following applicable Service Hour. If an error cannot be processed and resolved during a particular Service Hours session, its processing shall be suspended at the end of the session and shall resume at the beginning of the following Service Hour session.

3.5 PTV Reaction Times

Irrespective of the support organisation – PTV providing Product Support directly to the Customer or PTV providing Second-Level Support to the Reseller – PTV's Regional

Support Centers shall endeavor to resolve reported Product Errors as quickly as reasonably possible.

The Response Time committed by PTV is as stated in the table below:

Error category	Response Time
1	4 hours
2	6 hours
3	One week
4	Above one week

The beginning of Response Time corresponds to the time at which the Ticket has been logged into PTV's Helpdesk Portal or, in case the Ticket is logged outside the Service Hours, to the beginning of the following applicable Service Hour.

The Error shall be processed during Service Hours. The processing of the Error shall be suspended at the end of a Service Hours session and shall resume at the beginning of the following one, until such time that it is solved. Accordingly, time elapsed outside of the Service Hours shall not be included in the Response Time.

PTV does not commit to Resolution Times. The processing of the Error starts with the acknowledgement of the Ticket, continues with its analysis and concludes with the definition and implementation of a Permanent Solution or a Workaround Solution. Despite best efforts, the parties recognize that certain software programs and solutions are prone to errors which cannot be resolved as rapidly or as completely as estimated.

4 Relationship with other contractual documents

4.1 Order of precedence

Individual provisions of the Offer, Order Form, individual Agreement or product-specific service description shall prevail over these MST.

Otherwise:

- a) these MST shall govern the nature, scope and procedures of the Maintenance and Support Services;
- b) the Applicable PTV GTCs shall govern, in particular, fees, payment, liability, limitation periods, termination, governing law and dispute resolution; and
- c) the EULA shall govern, in particular, rights of use, license restrictions and intellectual property rights.

In the event of a conflict, the contractual document that is more specific to the relevant subject matter shall prevail.

4.2 Governing law and dispute resolution

The provisions of the Applicable PTV GTCs concerning governing law, alternative dispute resolution, jurisdiction, arbitration, payment claims, payment order proceedings and interim measures shall also apply to these MST and to all disputes arising out of or in connection with them.

Those provisions are expressly incorporated into these MST.

Where PTV itself is the provider of the MSS and no Applicable PTV GTCs have been incorporated, these MST shall be governed by the substantive laws of the Federal Republic of Germany, excluding its conflict-of-laws rules and the United Nations Convention on Contracts for the International Sale of Goods. In that case, the courts of Karlsruhe, Germany, shall have exclusive jurisdiction to the extent permitted by applicable law.

Where a Reseller is the Customer's contracting party, governing law and dispute resolution in the relationship between the Customer and the Reseller shall be determined by the agreement entered into with the Reseller.

4.3 Amendments to these MST

- a) PTV may amend these MST with prospective effect where there is an objective reason for doing so, in particular changes in legal or regulatory requirements, security requirements, technical developments, changes to support or process structures, or changes to third-party terms. Amendments shall not unreasonably disadvantage the Customer or materially alter the balance of performance and consideration to the Customer's detriment. Price adjustments and the discontinuation of modules, components or functions are not governed by this clause but by the specific provisions of these MST applicable to them.
- b) PTV shall notify the Customer of the amendments in text form at least six (6) weeks before they take effect and shall separately draw attention to the right to object, the objection period and the consequences of remaining silent. Unless the Customer objects within six (6) weeks of receiving the notice, the amendments shall be deemed accepted.
- c) If the Customer objects in due time, the MSS shall continue under the previous terms. In that case PTV may terminate the MSS with one (1) month's notice to the end of the current maintenance period. The previous terms continue to apply until any termination takes effect.
- d) Where the amendment is required by mandatory legal or regulatory requirements, for security reasons or by changed third-party terms without whose implementation PTV cannot lawfully or securely continue to perform, PTV may, following an objection and notwithstanding paragraph 3, terminate the MSS early

with one (1) month's notice. In that case PTV shall refund pro rata any fees paid in advance for the period after termination takes effect.