appliedinformatics

Technical Assistance and Support Services Agreement

Version 1.18

Applied Informatics Software Engineering GmbH

Maria Elend 143
9182 St. Jakob im Rosental
AUSTRIA

Tel: +43 4253 32596

info@appinf.com
www.appinf.com

Table of Contents

1 Scope of Contract 3

2 Scope of Support Services 3

3 Contact Persons 4

4 Support Terms and Conditions 4

5 Concluding Terms 5

6 Signatures 7

Attachment A – Support Guidelines 8

Attachment B – Support Plans 9

Attachment C – C++ Compiler and Platform Requirements 11

1 Scope of Contract

A. Applied Informatics Software Engineering GmbH ("APPLIED INFORMATICS") will provide Technical Assistance, Software Maintenance and Support Services to You (the "CLIENT") for software licensed by CLIENT (the "SOFTWARE") based on the regulations stated in this document. In addition to the Terms and Conditions set forth in this agreement, the Software and Source Code License Agreement and/or the POCO C++ Libraries/Boost Software License Version 1.0 or Apache License, Version 2.0 (whichever applies to SOFTWARE) are in effect.

B. After payment of the support subscription fee, the Technical Assistance, Software Maintenance and Support Services will be provided for the time period stated in the order confirmation and/or delivery note and/or invoice.

C. The support plan, support subscription fee, as well as the SOFTWARE are stated in the order confirmation and/or delivery note and/or invoice.

D. Term: Unless stated otherwise in the order confirmation or invoice, the term of this contract is for 12 months from the date hereof and can be renewed on substantially the same terms based upon mutual agreement.

2 Scope of Support Services

A. Technical assistance and support services provided by APPLIED INFORMATICS include:

- software maintenance releases and updates,
- software usage assistance and operational advice, and
- troubleshooting and problem diagnosis.

B. A software developer or other employee at CLIENT, for whom a proper software license has been acquired, in the following referred to as CLIENT DEVELOPER, will open a support case by phone call, sending an e-mail to support@appinf.com, or through the APPLIED INFORMATICS GitLab instance at https://code.appinf.com/. APPLIED INFORMATICS will provide a response via e-mail or GitLab to the CLIENT DEVELOPER within the maximum initial response time stated in Attachment B, according to the support plan purchased by CLIENT. If the CLIENT DEVELOPER does not respond within 5 business days, the support case is closed. The support case is also closed if the CLIENT DEVELOPER indicates so via e-mail or otherwise.

C. "Minor releases" are patches and maintenance releases of SOFTWARE, which will be provided by APPLIED INFORMATICS in accordance with this contract at APPLIED INFORMATICS' own discretion.

D. Additionally, APPLIED INFORMATICS will provide "Major releases" at its own discretion. "Major releases" are releases of SOFTWARE including new or significantly improved features.

E. The technical contact persons at APPLIED INFORMATICS are available between 9.00 and 16.00 CET/CEST (Central European Time or Daylight Saving Time, whichever applies) on business days (Monday to Friday), except public holidays in Austria and from December 24 to January 6.

F. During the Initial Term, and any Renewal Terms for which CLIENT has paid support fees, APPLIED INFORMATICS will supply, or make available, at no additional charge to CLIENT, any new releases of software products licensed by the CLIENT.

3 Contact Persons

A. APPLIED INFORMATICS will provide at least one (1) technical contact person for supporting the CLIENT with the SOFTWARE. This contact person will support all CLIENT DEVELOPERS. APPLIED INFORMATICS is entitled to change the contact person at any time, at its discretion, without further notification.

4 Support Terms and Conditions

A. APPLIED INFORMATICS shall apply the guidelines mentioned in Attachment A to support cases, which have been reported to APPLIED INFORMATICS accordingly, and shall perform according to the support plan stated in Attachment B in accordance to the support plan purchased by CLIENT.

B. The guidelines have only directing character. The included services are performed at the discretion of APPLIED INFORMATICS. APPLIED INFORMATICS makes no warranties, express or implied, as to whether any given issue can be resolved within a certain time frame or resolved at all.

C. The guidelines are based on the assumption that the issue can be reproduced by APPLIED INFORMATICS. If APPLIED INFORMATICS is unable to reproduce the issue, the service guidelines unfold limited effect. Some issues occur only on a specific platform or in combination with third-party software, which APPLIED INFORMATICS may not have at its disposal. This can cause non-reproducibility of the issue and can delay the response.

D. The guidelines are only applicable to released software of APPLIED INFORMATICS, but not to alpha, beta or preview releases.

E. To enable the investigation of the problem, the CLIENT is obliged to send a short but comprehensive test program or code fragment ("SSCCE" – *Short, Self Contained, Correct/Compilable Example*), which makes the respective issue clear to APPLIED INFORMATICS. The test program or code fragment shall not be longer than 500 lines of code. The CLIENT will undertake appropriate efforts to reduce the problem to its essence. APPLIED INFORMATICS will give the CLIENT a comprehensive problem description so that the CLIENT can initiate its own tests.

F. CLIENT will not disclose to APPLIED INFORMATICS any information, including information incorporated in CLIENT's software, that is

confidential to CLIENT or any third party. Any notice, legend, or label to the contrary contained in any materials provided by CLIENT to APPLIED INFORMATICS shall be without effect. APPLIED INFORMATICS shall be free to use all information it receives in any manner it deems appropriate.

G. Under this agreement APPLIED INFORMATICS does not provide technical assistance and services to customers of CLIENT.

5 Concluding Terms

A. **Applicable Law**. This Agreement shall be governed by and construed in accordance with the laws of Austria without reference to its conflict of laws principles. The United Nations Convention on the Sales of Goods is not applicable and is expressly disclaimed. Place of jurisdiction is 9500 Villach, Austria.

B. **Public Reference**. CLIENT consents to the public use of its name as a reference of APPLIED INFORMATICS, unless CLIENT notifies APPLIED INFORMATICS in writing that it withholds such consent.

C. **Modification**. This Agreement may not be modified or amended except by written notice which is signed by authorized representatives of each of the parties.

D. **No Waiver**. The failure of either party to exercise any right or the waiver by either party of any breach, shall not prevent a subsequent exercise of such right or be deemed a waiver of any subsequent breach of the same of any other term of the Agreement.

E. **Equitable Remedies**. The parties recognize that money damages may not be an adequate remedy for any breach of any obligation hereunder by CLIENT involving APPLIED INFORMATICS's intellectual property or use of the SOFTWARE beyond the scope of the license granted by this Agreement. The parties therefore agree that in addition to any other remedies available hereunder, by law or otherwise, APPLIED INFORMATICS and any third party from whom APPLIED INFORMATICS has licensed software or technology may be entitled to seek injunctive relief against any such continued breach by CLIENT of such obligations.

F. **Arbitration**. All disputes arising out of or in connection with this Agreement shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. The substantive law of Austria shall be applicable. The place of arbitration shall be Vienna, Austria. The language to be used in the arbitral proceedings shall be German.

G. **Written Notice**. Any written notice from one party to the other required by this Agreement shall be deemed made on the date of mailing if sent by certified mail or overnight courier and addressed to the address specified below. Written notice sent by any other means shall be deemed made on the date it is received by the party to whom it is directed. Notice sent by facsimile or by electronic mail shall not be deemed "written notice" as contemplated by this Agreement.

H. **Entire Agreement**. This Agreement, including its Attachments, constitutes the sole and entire agreement of the parties with respect to the subject matter hereof and supersedes any prior oral or written promises or agreements. There are no promises, covenants or undertakings other than those expressly set forth in this Agreement. This Agreement can be superseded by a mutually agreed to written contract.

I. **No Election of Remedies**. The pursuit by either party of any remedy to which it is entitled at any time shall not be deemed an election of remedies or waiver of the right to pursue any other remedies to which it may be entitled.

J. **Independent Contractors**. Nothing in this Agreement shall be deemed or construed by the parties or by any other entity to create an agency, partnership or joint venture between CLIENT and APPLIED INFORMATICS.

K. **Severability**. Should individual terms of this contract be or become inoperative, this will not affect the remaining terms of this contract. The parties to the contract will work in a spirit of partnership to find an arrangement that approximates as nearly as possible the inoperative terms.

L. **Assignment/Transferability**: This agreement shall not be assigned in whole or in part unless such assignment has been approved by the other party with such approval not to be unreasonably withheld. In the case of an assignment, the assignee shall assume all rights and liabilities. In the situation where a third party acquires a majority in interest of one of the parties to this agreement, all rights and obligations shall be automatically transferred to such party.

M. **Attachments**. Attachments A, B and C, and the Source Code License Agreement (if applicable) hereto are incorporated into and made part of this Agreement.

6 Signatures

APPLIED INFORMATICS and CLIENT have read this Agreement and agree to be bound by its terms, in witness whereof the authorized representatives of each party have affixed their signatures below.

CLIENT	**Applied Informatics Software Engineering GmbH**
Signature	Signature Günter Obiltschnig
Name (Print or Type)	Name (Print or Type) Managing Director
Title	Title
Date	Date
Client's Mailing Address:	**Applied Informatics' Mailing Address:** Applied Informatics Software Engineering GmbH Maria Elend 143 A-9182 St. Jakob im Rosental AUSTRIA

Attachment A – Support Guidelines

Severity Class 1: Functional usage of the source code or part of it is impossible or severely limited and the issue has a serious impact on further project development and/or security and prohibits proceeding.

Service guideline: APPLIED INFORMATICS will undertake within one business day after notification of the problem all appropriate exertion to remedy the issue. APPLIED INFORMATICS will stay in close contact with the CLIENT until the issue is resolved.

Severity Class 2: Functional usage of the source code or part of it is seriously limited. The issue has substantial impact on project development and/or security but does not prohibit proceeding.

Service guideline: APPLIED INFORMATICS will undertake appropriate efforts to analyze the problem to find a workaround within 5 (five) business days, or within this period resolve the issue. A problem with severity Class 2 should be solved within 21 business days after problem notification. The CLIENT will be informed of the issue state within the first 5 (five) business days after issue notification and will receive a solution to the issue by receiving a patch or minor release of the software.

Severity Class 3: The issue does not constrain the usage of the source code and the issue has no or insignificant impact on project development and/or security. There are workarounds for the issue.

Service guideline: APPLIED INFORMATICS will analyze the problem and recommend workarounds, or within 30 business days after notification of the issue provide a solution to the issue. Problems of Severity Class 3 shall be solved within a period determined by the technical lead of APPLIED INFORMATICS. The CLIENT will be informed of the issue state within the first 30 business days after issue notification and will receive a solution to the issue by receiving a patch or minor or major release of the software.

Severity Class 4: These are requests which are aimed to improve the software.

Service guideline: Those requests will be considered in a future major release. If such a request will lead to reworking of the software it is in the sole discretion of APPLIED INFORMATICS when the requested feature will be made available.

Attachment B – Support Plans

Item	**Standard**	**Extended *Bronze***	**Extended *Silver***	**Extended *Gold***
Maximum Initial Response Time	3 business days	2 business days	2 business days	24 hours
Total Time Budget (hours)	0.5 to 2 *	18	36	72
Access to Issue Tracking System		*on request*		
E-Mail Support	✓	✓	✓	✓
Phone Support				✓
Remote Trouble Shooting		✓	✓	✓
Custom Performance Tuning				✓
Expert Code Reviews				✓
Updates to New Releases	✓	✓	✓	✓
Emergency Hot-Fixes			✓	✓
Custom Releases				✓

** depending on product*

Maximum Initial Response Time

Requests from a CLIENT's contact person will be answered within a guaranteed time frame. Support requests will be acknowledged within the maximum time listed, although actual response time may be faster. This does not include the total time required to resolve the request.

Total Time Budget

The maximum number of hours available per support term (12 months) for analyzing issues, providing advice, trouble shooting, performance tuning and code reviews. Time required for fixing defects in SOFTWARE is not accounted against this budget. Upon agreement, a part of this time budget can also be used to implement features requested by CLIENT. Unused time budget will expire at the end of the support term.

Access to Issue Tracking System

CLIENT DEVELOPERS get secure access to APPLIED INFORMATICS internal issue tracking system to report issues and track the status of open issues.

E-Mail Support

CLIENT DEVELOPERS can contact the APPLIED INFORMATICS support team via e-mail to support@appinf.com.

Phone Support

CLIENT DEVELOPERS can contact the APPLIED INFORMATICS support team over the phone to discuss urgent issues, during normal business hours (Monday to Friday, 09:00 to 16:00, Central European Time or Daylight Saving Time, whichever applies). Phone support is not available on Austrian public holidays and from December 24 to January 6.

Remote Trouble Shooting

The APPLIED INFORMATICS support team will use remote access facilities (VPN, SSH, Desktop Sharing, etc.) to CLIENT's site to solve an issue that cannot be solved via a phone call or e-mail.

Custom Performance Tuning

A member of the APPLIED INFORMATICS developer team will, upon request, analyze the use of SOFTWARE in CLIENT's application and help to improve its performance, by either making changes to the SOFTWARE, or suggesting ways to improve the use of the SOFTWARE in CLIENT's application. This will be done within the time budget of Expert Code Reviews.

Expert Code Reviews

Upon request, a member of the APPLIED INFORMATICS support team will review CLIENT's source code to ensure CLIENT get the best results out of the SOFTWARE. Code reviews will be performed for up to 24 hours a year.

Updates to New Releases

CLIENT receives regular updates to SOFTWARE. Additional fees for update subscriptions apply after the initial period.

Emergency Hot-Fixes and Custom Releases

APPLIED INFORMATICS will provide CLIENT with patches or custom-built hot-fix releases of the SOFTWARE addressing urgent issues, outside of the regular release schedule.

Custom Releases

APPLIED INFORMATICS will maintain and CLIENT will receive custom-built releases with client-specific modifications and/or features.

Attachment C – C++ Compiler and Platform Requirements

To successfully build the SOFTWARE, the used C++ compiler must meet the following requirements:

- full ISO/IEC 14882 standards compliance (including templates, exception handling, run-time type identification)
- a conforming implementation of the C++ standard library, including the STL (minimum: strings, I/O streams and containers/iterators)

Following is the list of compilers (and platforms) known to work with the SOFTWARE:

- Microsoft Visual C++ 2008 (Windows XP/Vista/7 and CE 6.0/7.0)
- Microsoft Visual C++ 2010 (Windows XP/Vista/7/8/10)
- Microsoft Visual C++ 2012 (Windows XP/Vista/7/8/10)
- Microsoft Visual C++ 2013 (Windows XP/Vista/7/8/10)
- Microsoft Visual C++ 2015 (Windows 7/8/10)
- Microsoft Visual C++ 2017 (Windows 7/8/10)
- Clang/Apple LLVM 3.0 and newer (OS X 10.8, 10.9, 10.10, 10.11, iOS 7.x/8.x/9.x)
- GCC 4.4.2 (QNX Neutrino 6.5.0)
- GCC 4.3.3 and newer (Linux 2.6.x, glibc or uClibc)
- GCC 4.5.2 and newer (Linux 2.6.x, glibc or uClibc)
- GCC 4.8.4 and newer (Linux 3.13.x, glibc)
- GCC 4.9.1 and newer (Linux 3.19.x, glibc or uClibc)