

Conditions on the Use of Support Services ("Support") (Support Conditions)

Preamble

Blue AVENIR GmbH ("BLUE AVENIR" or "Provider") is a provider of software solutions and also offers other services and consulting in the area of marketing, service and Client management. In particular, BLUE AVENIR offers business management software for use in Next Best Offer and Next Best Activity decisions, for the use of which data is stored, processed and analysed, which is operated via secure servers in Germany and provided as Software as a Service ("SaaS") via the Internet.

The Client wishes to use this software via the Internet for commercial purposes and also expects service and support from the provider. The permanent support of the Client ("Support") is subject to the following conditions:

§ 1 Subject matter of the contract

1. The Provider offers various services in accordance with the service descriptions of the individual products which, depending on the license type, are included in the remuneration or can be used in addition against payment of a fee. A corresponding obligation to pay by the Client results from the respective offer.
2. The following definitions shall apply with regard to support:
 - "Support Contact Person" means up to two employees to be named by the Client who are exclusively authorised to report incidents to the Provider.
 - "Incident" means a malfunction of Provider's Software Solution(s).
 - "Response Times" means the period between the receipt of the notification of an Incident by the Provider and the initial response to the Client by way of a callback, email, but also the commencement of work to rectify the malfunction.
 - "Business Hours" means the customary business hours, which at a minimum include core hours from 09:00 to 18:00 from Monday to Friday; public holidays existing in the State of North Rhine-Westphalia are excluded.
 - "Working Days" means Monday to Friday, excluding public holidays in the State of North Rhine-Westphalia.
3. The Provider shall provide support in the following cases:
 - Software including API

- Incident Support - identification and resolution of problems with the use of the APIs,
- Identification and creation of error reports for the APIs,
- Web Dashboard,
- API clients and our extensions and integrations,
- Troubleshooting upgrades for the API clients, front-end libraries and their extensions and integrations,
- assisting with queries regarding the services offered,
- support in interpreting the documentation

§ 2 Scope and time of services

1. BLUE AVENIR shall maintain trained and qualified personnel during its normal business hours to advise and support the Client in the use of the software that is the subject of the contract. BLUE AVENIR is entitled to engage subcontractors to provide the support services, if this does not result in a reduction in the availability and quality of the support services.
2. Support may only be used by the licensed Client.
3. The support services of BLUE AVENIR include the written or telephone recording of problems of the Client with the software supplied by BLUE AVENIR and its result data.
4. BLUE AVENIR provides support services during business hours with a guaranteed response time of 3 hours, and outside business hours with a response time of 3 hours on the business day following the support request.
5. If further research is required, BLUE AVENIR will notify this within the above deadlines and answer these questions in writing or orally within a reasonable period.
6. Support requests from the Client outside the scope of services specified in § 1 item 3 will be treated as special services. The following support requests in this respect or the services to be provided are expressly not part of the support contract and will be offered separately on request in accordance with the price list. These include, among others, requests regarding:
 - Beta versions of the offered software,
 - use of individual software,
 - adaptations by third parties,
 - insufficient hardware,

- old and no longer maintained program versions,
 - the Client does not properly fulfil the obligations arising from this contract,
 - general implementation advice,
 - development issues,
 - product training,
 - support in languages other than English or German,
 - additional services ordered.
7. The response may be a message from the technical staff, but also the elimination of the fault.
 8. BLUE AVENIR is not obliged to answer requests that are obviously because no or insufficient training was perceived on the part of the client.
 9. BLUE AVENIR undertakes to use the data and information received only internally and to treat them confidentially. Any data and information carriers received will be destroyed three months after completion of the support process or at the latest after termination of the contract.
 10. BLUE AVENIR is not obliged to store or back up data.
 11. Personal data that become known to BLUE AVENIR while fulfilling the support will only be used for the purposes of maintenance. The data will not be passed on to third parties.
 12. Should training courses or on-site appointments at the Client's premises be necessary within the scope of the support requests, these will be offered by BLUE AVENIR, after prior consultation, in accordance with a separate order.

§ 3 Obligations of the Client

1. The notification must be made exclusively by a support contact person to the telephone number +49 (0) 211 740 77 098 or to the email address support@blue-avenir.com. To ensure prompt processing, the Client should endeavor to forward the support request to BLUE AVENIR by e-mail as a matter of priority.
2. The Client undertakes to provide all requested information, records and documents (possibly also data backups) that are relevant for BLUE AVENIR in the context of problem solving. BLUE AVENIR will inform the Client about the type and scope of the required information.

3. The Client is furthermore obliged to create a complete data backup before each program or configuration change.
4. The transfer of the acquired support rights is excluded.

§ 4 Remuneration

1. The remuneration for the support results from the offer/order and/or the respectively valid price list.
2. Unless otherwise agreed in the offer/order, the remuneration shall be due in advance at the beginning of the licensing of the respective software for one year/monthly.

§ 5 Duration of the contract

1. The support contract shall be concluded together with the main contract (license contract) for an indefinite period.
2. A termination of the contract during the first 12 months of the agreed contract term is excluded. Insofar as the term of the contract does not result from the respective offer/order, the contractual relationship may be terminated by either party at any time after the expiry of one year in writing with a notice period of 30 days to the end of a quarter.
3. The right to extraordinary termination remains unaffected.
4. If the main contract is terminated, the termination shall also include the support contract.

§ 6 Final Provisions

1. No verbal agreements have been made. Amendments and supplements to these provisions must be made in writing. The same applies to the cancellation of this written form clause.
2. BLUE AVENIR reserves the right to make changes to these General Support Conditions at any time. If changes are made, the contractual partner must be informed of these without delay. The amendments shall be deemed to have been

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accepted unless the contractual partner objects in writing within two weeks of receipt.

3. Should individual provisions of this agreement be or become invalid, this shall not affect the validity of the remaining provisions. The invalid provision shall be replaced by a valid provision which comes as close as possible to the economic purpose of the invalid provision.
4. In all other respects, the General Terms and Conditions of BLUE AVENIR, which can be accessed at any time at www.blue-avenir.com/AGB, shall apply. In the event of contradictions, the provisions of the General Terms and Conditions of Support shall prevail.

Düsseldorf,