

The provision and performance of support- and maintenance services by ICC Solutions GmbH (hereinafter referred to as "ICC") are rendered by ICC itself or by a service provider in the name of ICC and, for the customer, are subject to the following Performance Specification.

1. DEFINITIONS

1.1 Authorised Contact Persons: The persons designated by the customer according to Number 4.2 who function, with regard to the support- and maintenance services, as technical contact persons between the customers and ICC.

1.2 Development system: The ICC product or parts thereof which is/are part of a pre-productive system (e.g. test system or prototype) or which is/are used by the licensee for the development of a productive system.

1.3 Upgrade (expansion) request: The request from a customer to provide additional functions or to improve the performance beyond the specifications of the software.

1.4 Support enquiry (incident): A singular support enquiry with regard to the software, which cannot be broken down into sequential (subordinate) questions.

1.5 Regular business hours: Are between 08:00 hours and 17:00 hours CET on workdays.

1.6 Priority: The priority level allocated to a support enquiry or a software fault as shown in the table.

1.7 Productive system: An ICC product or parts thereof which is/are used as a regular part in the daily operative business field of the licensee.

1.8 Reaction time: The time span within which ICC contacts a customer in order to confirm a support enquiry.

1.9 Software fault: A support enquiry made by a customer to ICC as a consequence of a reproducible behaviour which deviates from the software specification.

1.10 Software license: A license between ICC and the licensee for any product.

1.11 Technical support: Enquiries concerning the use of the software which do not lead to the registration of a software fault or to an up-date request.

1.12 Test case: Instructions from a customer which enable ICC to reproduce a support enquiry.

1.13 Third party software: Software which was not developed by ICC (irrespective of whether or not the pertinent third-party software is imbedded or contained in the software).

1.14 TSE: The Technical Support Engineer of ICC.

1.15 Version number: The tripartite version number in the form xx.yy.[zz], which is allocated to a release.

1.16 Workdays: Mondays through Fridays are workdays, excluding German uniform Federal Public Holidays.

1.17 Workaround: A process for the operation of the software in such a manner that software faults are avoided.

2. SERVICES SUPPORT AND MAINTENANCE

The services of ICC are comprised of support services and maintenance services.

2.1 The customer are granted **support services** for all support enquiries which might arise from the use of the software by the customers on the basis of the pertinent current and the preceding Major Release.

2.2 Maintenance services are granted to the customers by providing releases. There are the following five (5) types of releases:

a. Major Releases are issued approx. every 1-2 years and serve to correct software faults, add functions and/or new features (characteristics) to the software and occur hand-in-hand with a change of the first part (digit) of the version number. "Major Releases" are sometimes also described as "upgrades".

b. Minor Releases are issued at the discretion of ICC and serve to correct software faults and/or add functions to the software and go hand-in-hand with a change of the second part (digit) of the version number. "Minor Releases" are sometimes also described as "updates".

c. Maintenance Releases are issued at the discretion of ICC and correct potential software faults and go hand-in-hand with a change of the third part (digit) of a version number.

d. Service-Pack: A software patch which may have been produced by ICC for all customers for solving a specific product problem and which is issued at the discretion of ICC.

e. Hotfix: A patch developed by ICC for repairing a specific software fault for a singular customer. Hotfixes are only made available to the customer upon demand and only under the structure of the Premium Stage until they are issued either under the structure of a Patch Release or a Minor Release.

2.3 During the term of the contract, the customer receives free-of-charge upon request new Major, Minor or Maintenance Releases or Service-Packs as soon as these are available for a supported product. The maintenance products listed under Number 2.2 a-d are made available on the ICC-Support-Website for downloading. Hotfixes are only available under certain programs.

2.4 The supply of a release does not increase the number of licenses a customer has acquired. In addition, each release is subject to the specific license conditions which pertinently apply to the product or under the structure of a contract granting a right to use the software.

3. SUPPORT AND MAINTENANCE – LEVELS AND OPTIONS

The Support and Maintenance Level is governed by the licenses purchased by the customer.

3.1 Software Assurance: The basic level of the support and maintenance program.

Entitled to access services of this maintenance level are all customers with a valid software maintenance agreement for which an annual total sum of less than EUR 2.500,00 excluding VAT has been agreed upon.

Software assurance contains the following services:

- E-mail access to the ICC Support Center during regular business hours,
- unlimited number of support enquiries annually for each supported ICC product license,
- support of up to three (3) Authorised Contact Persons,
- access to all product updates (Number 2.2 a-d) which occur during the contractual term,
- product updates via electronic transmission.

3.2 Advantage: Medium level of the support and maintenance program

Entitled to access services on this maintenance level are all customers with a valid software maintenance agreement for which an annual total sum from EUR 2.500,00 to less than EUR 15.000,00 excluding VAT have been agreed upon.

Advantage comprises the following services in addition to the services listed under Software Assurance:

- Telephone and e-mail access to the ICC Support Center during regular business hours
- Online-support including transmission and pursuance of support enquiries,
- full access to ICC Support Online.

3.3 Premium: Highest level of the support and maintenance program

Entitled to access services of this maintenance level are all customers with a valid software maintenance agreement for which an annual total sum of EUR 15.000,00 or more excluding VAT has been agreed upon.

Premium comprises the following services in addition to those services listed under Software Assurance / Advantage:

- Support for up to five (5) Authorised Contact Persons,
- priority for transmitted support enquiry,
- support for critical faults by offering patches in case of inoperable systems,
- established targets for reaction times depending on the seriousness and priority of the support enquiry.

4. NOTIFICATION OF SUPPORT ENQUIRIES

4.1 Technical Support Engineer (TSE). During the regular business hours, the customer has access to a TSE in the ICC Support Center. The ICC Support Center co-ordinates the solution of support enquiries, including the verification of all notified support enquires, communicates with the customer with regard to additional information, supplies – depending on the level – either a solution or the Workaround and, if necessary, provides the correction and/or updates.

4.2 Authorised Contact Persons: All support enquiries must be transmitted to ICC via the Authorised Contact Persons. The Authorised Contact Persons must have sufficient technical know-how, training and/or experience and are responsible for the entire communication with ICC. The customer shall advise ICC, upon

contract execution, immediately in writing or via e-mail, the names, the e-mail address and the direct telephone extension of the contact persons he selected and authorised. The customer may exchange the Authorised Contact Persons with a notice period of at least one (1) week in advance in writing or via e-mail vis-à-vis ICC, while he must also submit the necessary data with respect to the new contact person(s).

4.3 Support enquiries are generally classified into three (3) categories:

- a. Expansion enquiries,
- b. Technical support,
- c. Software faults.

4.4 Required information. All support enquiries must, as far as possible, contain the following information:

- a. The name of the customer,
- b. The name(s) and the version number(s) of the software including all Maintenance Releases, Service-Packs and Hotfixes,
- c. The operating system platform(s) and version(s) on which the software is presently running,
- d. a general description of the operating vicinity,
- e. the exact wording of all the support enquiry concerning fault notifications,
- f. a full description of the support enquiry and the anticipated results,
- g. All special circumstances in connection with the detection of the support enquiry.

4.5 Processes of a support enquiry. When a support enquiry is received, ICC first examines whether it is a support enquiry for which the customer may avail itself of the support and maintenance program. If this check is positive, ICC will react as follows:

- a. Confirmation of the receipt of the support enquiry and notification of the support enquiry ID number to the customer which both parties must use in further communications with regard to the pertinent support enquiry.
- b. Establishment of a priority level for the support enquiry in co-operation with the customer pursuant to the tables listed below.
- c. Analysis of the support enquiry and verification of the existence of the problem.
- d. Direct instruction and support of the customer at the solution of the support enquiry.

4.6 Support enquiries - priorities. ICC co-operates with the customer when classifying all support enquiries into the appropriate priority level (apart from expansion enquiries). Priority levels serve to give priority to notified support enquiries. ICC may newly classify support enquiries if ICC is convinced, based on objective points of view, that the classification made by the customer is incorrect. The criteria for the classification into a specific priority level are fixed in the following table.

TABLE: SUPPORT ENQUIRY - PRIORITIES

Priority Level	Conditions
Priority 1 (critical)	A support enquiry, the content of which refers to critical business effects on a productive system, e.g. by the customer showing a complete or major loss of the service in the productive system and the operation cannot be properly continued. Example: The customer is no longer able to receive or send e-mails.
Priority 2 (high)	A support enquiry, the content of which indicates a reduced functionality of the software (1) which can, however, be circumvented or (2) that a certain function is reduced in a specific way while the software as a whole can still be used or (3) that a complete or major loss of the service occurs when using the productive system. Example: Incoming mails cannot be decoded.

Priority 3 (normal)	A support enquiry, the content of which indicates a minor reduction in functionality while the customer can use the software with only minor irritations. To this priority level, questions, comments and expansion requirements are also attributed. Example: The installing of a public code does not function.
-------------------------------	--

5. DEALING WITH SUPPORT ENQUIRIES

5.1 ICC will make all economically sensible efforts to provide solutions to the support enquiries within the time targets set out in the tables following below.

5.2 ICC will guide and support the customer with technical support in order to solve software faults. Expansion demands will be considered in the regular cycles for product examinations. However, ICC is not obligated to integrate in a future release changes or new components desired by the customer.

TABLE: PRIORITY LEVELS

Priority	Reaction time*	Initial solution time**	Final solution Time***
Priority 1 (critical)	1 business hour	15 business days	Next product- or Service-Pack Release
Priority 2 (high)	4 business hours	30 business days	Future product- or Service Pack Release
Priority 3 (normal)	1 business day	as soon as practicable	Future product- or Service-Pack Release

* *Reaction time means the time in which ICC contacts the customer and confirms the receipt of a support enquiry and begins with searching for the fault and repairing same.*

** *Initial solution time means the time from receipt of a support enquiry until ICC provides a Workaround or a fix for solving the problem or, in case of Priorities 2 and 3, identifies the source and earmarks a future release for the solution.*

*** *Final solution time means the time until which ICC provides a final solution via a product or Service-Pack Release.*