



# Nexus Support and Maintenance Policy (“SMP”)

## 1 About Nexus

Swedish-owned Nexus Group is an innovative and rapidly growing product company, developing identity and security solutions. Our technology helps organizations digitize their operations in a secure way by enabling e-commerce and online banking, managing physical and digital access, securing access control, provisioning access cards, enabling e-services in the public sector, and protecting communication between things.

The very basis of all security, both physical and digital, is the creation, management, and use of identities. We have enabled trusted identities for people, software and devices since 1984, and our technology is today relied upon by a large number of organizations and 100 million end users around the world. We are 300 employees across 15 offices in Europe, India and the US, and we have a global partner network.

Nexus's mission is to contribute to the formation of a secure society, and everything we do is guided by our core values: we care, we innovate, we are committed.

## 2 Nexus Support and Maintenance Policy (“SMP”)

This Policy document defines Nexus' Support and Maintenance Services for Nexus products and the rules that govern them, hereinafter referred to as the “SMP”, constitutes an appendix to a Support and Maintenance Agreement, a Frame Agreement, a Partner Agreement or an Order Confirmation, hereinafter referred to as the “Agreement”, between the parties first mentioned in the Agreement. Where applicable, a reference to the Agreement includes this SMP.

### 3 Definitions

For the SMP, the capitalized terms used shall have the following meaning unless the context obviously requires otherwise.

**Business Hours** means Monday through Friday 08.30 – 16.30 CET, except on Swedish and German public holidays, regional holidays and on December 24<sup>th</sup> and 31<sup>st</sup>.

**Customer** means the named party first mentioned next to Nexus in the Agreement

**Fault Correction Time** means the time between Nexus receiving and accepting the Incident from Customer and the delivery of an acceptable, final fix for the issue.

**First Level Support** is tasked with providing standard answers to commonly recurring questions. Its role is to assist with application-related issues arising during day-to-day use of the system. First Level Support is generally the initial point of contact for technical questions concerning a purchased product.

**Hot Fix** is a targeted software change to solve a specific serious issue. This fix will later be included in a next Release. It is usually delivered as a patch, not as a full installation package.

**Incident** means a deviation in actual functionality of the software from the functionality agreed on, as specified in the documentation, and which is not - directly or indirectly, fully or in part - due to errors, defects or failures in or by third-party product(s).

**Incident Report** means the written document used by the Customer or a party authorized by the Customer to report Incidents to Nexus.

**Maintenance Release** means corrections of certain defects and malfunction amendments to the software and is characterized by an increase of the third digit of the version number, i.e. 1.0.2 to 1.0.3.

**Major Release** means a major change in functionality or architecture in relation to the previous version, and is characterized by a higher first digit in the version number, i.e. by version 1.5 being replaced by version 2.0.

**Matching License Set** means all the Customer's licenses of a specific product including such licenses acquired under separate orders and at different dates.

**Minor Release** means minor enhancements to the software and is characterized by a higher second digit in the version number, i.e. by version 1.0 being replaced by version 1.1.

**Release** means Minor Releases and Major Releases.

**Response Time** means the time from when Customer makes a request for an Incident and a support engineer responds.

**Restore Time** means the time between Nexus receiving and accepting the Incident from Customer and the delivery of an acceptable work around or Hot Fix for the Incident.

**Second Level Support** is the escalation level above First Level Support. It receives inquiries from First Level Support and is responsible for dealing with documented issues for which solutions or workarounds exist but which need to be handled on a user-specific basis, issues that require read or write access to the system, and more challenging issues that First Level Support is unable to resolve independently.

**Support Period** means 12 months beginning at the effective date of the Agreement, unless otherwise is stated in the Agreement.

**Support Services** means Nexus standard support & maintenance services that the Customer has access to upon order which includes Incident support, Hot Fixes, Updates and Upgrades.

**Supported Products** means those software products for which Nexus offers Support Services, including third-party products specifically designated in the Agreement as Supported Products.

**Third Level Support** is the escalation level above Second Level Support. It is responsible for dealing with new, as yet undocumented issues for which solutions need to be found. As a rule, Third Level Support has no direct contact with the Customer; it simply advises First and/or Second Level Support staff. By definition, issues resolved by Third Level Support become solutions for First or Second Level Support.

**Update** means new Minor and Maintenance Releases of the software.

**Upgrade** means new Major Release of the software.

## 4 Scope of Support Services

1. Unless otherwise stated, this SMP applies for all Supported Products and consists of Nexus Support Services as outlined below. To be entitled to Support Services, all products must be properly licensed.
2. If not stated otherwise in the Agreement, Nexus shall only perform third line support.
3. Nexus offers different support and maintenance plans for hardware and software products (referred to hereinafter as “support service plan” and “maintenance service plan”).
4. Support Services aim at resolving reported Incidents within the software. The Support Services are provided by Nexus to the Customer only and are limited to the following services:
  - a. access to helpdesk to report Incidents;
  - b. resolution of Incidents; and
  - c. access to Upgrades, Updates and Hot Fixes
5. Support Services are provided only for Incidents that are reproducible in the currently supported Releases of a Nexus product, running unaltered, and on an appropriate hardware, database and operating system configuration, as specified in the relevant order or product documentation.
6. Supported Releases of the software: Nexus will provide support for the current Major and Minor Release and the Major or Minor Release preceding the current Release. If Nexus offers a Major Release Nexus will support the last Release in the preceding Minor Release 12 months after notice to the Customer that the support of the Major Release will cease. After this time, Nexus shall have no further responsibility for supporting and maintaining the prior Releases but may continue to do so in Nexus’s sole discretion.
7. Support for hardware products depends on the agreed maintenance service plan and could contain
  - a. Phone support
  - b. Access to helpdesk to report malfunction of a Supported Product
  - c. Prioritized on site appearance at emergency cases
8. In case of premium support, the following services can be agreed upon in the Agreement:
  - a. Regular statistics reports
  - b. Installation support for Hot Fixes & Updates via remote access.
  - c. Monthly sync meetings (remotely)
  - d. Yearly business review & strategic planning
9. Nexus’ undertakings for Support Services do not cover:
  - a. Incidents caused because of alterations or internal adjustment of the Supported Product by the Customer not in accordance with Nexus’s instructions; or
  - b. Incidents arising because of the Customer’s use of the Supported Product in a manner other than that described in the documentation or negligence on the part of the Customer, their staff or a third party, or because of other circumstances beyond the control of Nexus; or
  - c. not reproducible Incidents; or
  - d. the acquisition or maintenance of accessories, limited life parts; or
  - e. third-party products, which are not contained in the Supported Products, Incidents caused by such products; or
  - f. Incidents caused by the parallel use or co-operation of the Supported Product and third-party products, except those explicitly mentioned in the product documentation to be interoperable with the Supported Product; or



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- g. services which are outside the scope of the Support Services or otherwise Nexus' obligations hereunder, such as (without limitation to) Incidents in or caused by other applications or software than those contained in the Supported Product(s); or
  - h. support of sub-licensed products towards the end user which have been sublicensed by the Customer.
  - i. on-site support, except for cases covered by 7.c
  - j. analysis, repair and test of hardware which is part of Supported Products
- 10. Nexus employees do not enter into an employment relationship with the Customer. The Customer shall only issue instructions to the employee responsible appointed by Nexus and only in connection with issues concerning Nexus.
- 11. For additional options, the Customer may request an offer from the responsible Nexus sales representative. E.g. for
  - a. Training
  - b. advisory services to help installation, configuration or use of the software
  - c. Installation of hardware or software
  - d. analysis, repair and test of hardware which is part of Supported Products
  - e. spare parts, accessories, consumables
  - f. or any other kind of services
- 12. Support Services are provided only for a limited group (max. 10 persons at any time) of contact persons at the Customer. The authorized persons need to be registered at the Nexus Support Services helpdesk.
- 13. If Support Services are provided for third-party software and hardware, the third parties' contractual terms governing the nature and scope of the Support Services shall apply, provided these are deemed by Nexus to be definitive under the terms of the relevant Maintenance Agreement. (**Supported Products** means those software products for which Nexus offers Support Services, including third-party products specifically designated in the Agreement as Supported Products.)

## OVERVIEW OF SUPPORT SERVICES FOR SOFTWARE

To help decide which type of support, standard vs. premium, is best for you, please contact your Nexus sales representative.

Support services	Standard support	Premium support
Access to helpdesk	yes	yes
24/7	no	yes
Access to Updates & Hot Fixes	yes	yes
Access to Upgrades	yes	yes
Installation support (remote)	no	yes
Accelerated SLAs	no	yes
Restore Times	no	yes
Regular statistics report	no	yes
Regular sync meetings (remote)	no	yes
Business review & strategic planning	no	yes

## 5 Access to Helpdesk

Nexus will make available support contacts to request servicing of the Supported Products. The ways to access the helpdesk are:

### TICKET

Issue a Ticket at <https://support.nexusgroup.com/>

### E-MAIL

E-mail to:

- [support@nexusgroup.com](mailto:support@nexusgroup.com)
- Fast track e-mail address for premium support

#### **PHONE SUPPORT HOTLINE**

Telephone numbers:

- DACH: +49 7243 5488 999
- Asia: +91-9890161027
- For other countries +46 8 681 08 85
- Specific phone number for premium support

## **6 Access to Upgrades, Updates and Hot Fixes**

Hot Fixes, resolving a particular Incident at one Customer, will be delivered by the helpdesk upon availability. General Hot Fixes might be uploaded, Upgrades and Updates will be uploaded to the support portal <https://support.nexusgroup.com/>.

## **7 Standard Support Service Plan for Software**

The support hotline for standard support is available during Business Hours.

## RESPONSE AND RESTORE TIMES

	<b>Response Time</b>	<b>Restore Time</b>	<b>Fault Correction Time</b>
Severity A	2 hours within Business Hours	A Hot Fix will be issued as soon as a correction is available	After the issue has been corrected, the solution will be included in a next planned Maintenance Release
Severity B	24 hours within Business Hours (equates to 3 business days)	A Hot Fix might be delivered as soon as a correction is available	After the issue has been corrected, the solution will be included in a next planned Maintenance Release
Severity C	40 hours within Business Hours (equates to 5 business days)	n/a <sup>1</sup>	After the issue has been corrected, the solution will be included in a next planned Maintenance or Minor Release

## 8 Premium Support Service Plan for Software

The support hotline for premium support is available 24/7: 24 hours a day, 7 days a week, 365 days a year for Incidents with the severity level A.

### RESPONSE AND RESTORE TIMES

	<b>Response Time</b>	<b>Restore Time</b>	<b>Fault Correction Time</b>
Severity A	One hour within 24/7	2 Business Days	5 Business Days
Severity B	4 hours within Business Hours	5 Business Days	Included in a next planned Maintenance Release
Severity C	16 hours within Business Hours (equates to 2 business days)	20 Business Days	Included in a next planned Maintenance or Minor Release

Prerequisites for being compliant with the Restore Time are:

1. Customer has an up-to-date backup available,
2. Nexus has remote access to the production environment,
3. case is reproducible preferable in the Nexus reference environment, or at least in a Customer's environment.

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<sup>1</sup> n/a: not applicable



## 9 Software Severity Levels

### A = CRITICAL

System failure or major disruption of the Supported Product that causes key functionality to be unusable  
- *Please follow up class A Incident Reports with a direct phone call to support.*

### B = HIGH

Disruption of the system functionality or degradation of system performance to the extent that the usability of the Supported Product is severely affected

### C = MEDIUM

Disruption of the system functionality or minor degradation of system performance but not to the extent that the usability of the Supported Product is severely affected

### D = LOW

Non-significant effect or cosmetic inconsistency with no serious impact on the usability of the Supported Product

### E = CHANGE REQUEST

Request to provide extended functionality that is not part of the standard product functionality

### F = FEATURE REQUEST

Request for additional standard functionality as part of a future Release

## 10 Support Software Incident

1. Nexus, in its reasonable discretion, will determine what constitutes a support Incident. Typically, a support Incident is a situation where Customer needs remedial support focusing on one aspect of the Severity Levels A, B and C. In case a work around is delivered, the severity will drop automatically at least one level. Note that Severity Level D, E and F are not considered as a support Incident.
2. The support team consists of experienced support engineers that work closely with the product development team. Our support engineers will work with the issue until it is resolved. The Customer will be kept informed of work progress until the issue is solved. The Customer can also contact the helpdesk at any time for progress on their reported Incident, provided however that the Customer is entitled thereto per the Agreement.

## 11 Software Maintenance

1. Nexus will maintain the software by providing Major Releases, Minor Releases and Maintenance Releases.
2. Nexus will offer its licensees of the software under maintenance all new Upgrades and Updates of the software as are made generally available by Nexus.
3. Upgrades and Updates include the items listed below:
  - a. Bug fixes
  - b. Enhancements to keep current
  - c. Performance enhancementBut it does not include
  - d. usage of new functionality, new modules, in case a license extension is needed.
4. Updates will be made available as full software packages. Updates may however not be fully backwards compatible with a previous version.

5. Upgrades will be made available as full software packages. Upgrades may however not be backwards compatible with a previous version. Please get in contact with the responsible Nexus sales representative for advice.
6. Installation of Upgrades and Updates are the responsibility of Customer. If requested Nexus will assist during the installation on a time and materials basis.

In case of premium support, an installation support of Updates, via remote support from Nexus is an option, which should be defined in the Agreement.

## 12 Hardware Maintenance

Nexus shall provide maintenance for the hardware specified in the Maintenance Agreement and in the individual addenda to the Agreement. Maintenance shall comprise fault rectification for the purpose of assuring the operational readiness of the hardware. Unless agreed otherwise, Nexus does not guarantee uninterrupted operational readiness. The place of performance of hardware maintenance shall either be at Nexus's offices or on site at the Customer's location, depending on the Maintenance Model.

### MAINTENANCE MODELS

	SEND-IN MODEL	ON-SITE MODEL	EXTENDED MODEL
2 MAINTENANCE SERVICES PER YEAR FOR PRINTERS ONLY	SEND IN PRINTERS TO NEXUS FOR MAINTENANCE (ACCEPTED ONLY IN ORIGINAL PACKAGING)	ON-SITE @ CUSTOMER ADDITIONAL COSTS ARE APPLICABLE IN CASE NEXUS MUST TRAVEL MORE THAN 250 KILOMETERS ONE WAY.	ON-SITE @ CUSTOMER ADDITIONAL COSTS ARE APPLICABLE IN CASE NEXUS MUST TRAVEL MORE THAN 250 KILOMETERS ONE WAY.
DISCOUNT PRICE ON ALL SPARE PARTS	25%	25%	25%
DISCOUNT FOR COST FOR SERVICES NOT INCLUDED IN THE AGREEMENT	15%	15%	15%
E-MAIL SUPPORT **) (VIA TICKET SYSTEM)	YES	YES	YES
RESPONSE TIME (FIRST RESPONSE IN THE TICKET)	24 HOURS WITHIN BUSINESS HOURS	16 HOURS WITHIN BUSINESS HOURS	8 HOURS WITHIN BUSINESS HOURS
TELEPHONE SUPPORT DURING BUSINESS HOURS	NO	YES	YES
DISCOUNT ON NEXUS' TRAVEL TIME COSTS	-	15%	15%



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TIME UNTIL NEXUS WILL APPEAR ON-SITE IN CASE OF EMERGENCY	NO ON-SITE VISITS	40 BUSINESS HOURS	16 BUSINESS HOURS
ENTITLEMENT TO RECEIVE REPLACEMENT PRINTER IN CASE OF TROUBLE	No	YES	YES
RIGHT TO PURCHASE ADDITIONAL HARDWARE MAINTENANCE VISITS BY NEXUS	No	No	YES
RIGHT TO STOCK MANAGEMENT OR MONITORING STOCK LEVEL OF CONSUMABLES	No	No	YES
RIGHT TO A FIXED BUDGET FOR CONSUMABLES OR A DEFINED AMOUNT OF SPECIFIC CONSUMABLES	No	No	YES

The costs of packaging, of shipping, and of transport insurance shall be borne in each case by the sender.

### 13 Send in Model: Hardware shipment

1. Upon the purchase of Support Services, the Customer shall appoint a limited number of contact persons (max. 10 persons), who are authorized to contact the helpdesk. The authorized persons will be registered at the helpdesk. The Customer shall report changes in the authorized personnel to the helpdesk.

### 14 Provision of Replacement Hardware

1. Depending on the Maintenance Model, Nexus may supply the Customer with functionally equivalent loan hardware.
2. The Customer is not entitled to receive loan hardware of an identical type. The Customer is, however, entitled to be able to continue production, though the working process may differ from standard practice. The Customer shall acknowledge, for instance, that the printing and encoding of ID badges may need to be conducted as two separate working steps during the hardware repair period.
3. The replacement hardware shall be shipped within the period defined in the given Maintenance Model (see Section 12). The Customer shall return the loan hardware to Nexus immediately on receiving their original hardware back. If the Customer fails to return the loan hardware immediately, Nexus shall charge the Customer a hardware hire fee for the period between receipt of the repaired hardware and shipment of the loan hardware back to Nexus.

4. The costs of packaging, of shipping, and of transport insurance shall be borne in each case by the sender.

## 15 Customer Obligations

1. Upon the purchase of Support Services, the Customer shall appoint a limited number of contact persons (max. 10 persons), who are authorized to contact the helpdesk. The authorized persons will be registered at the helpdesk. The Customer shall report changes in the authorized personnel to the helpdesk.
2. The Customer shall appoint one contact person per Incident Report with good working knowledge of the product and, where necessary for the performance of the Support Services, with access to and good knowledge of the documentation supplied by Nexus for the Supported Product.
3. Hardware Incident Reports shall include the exact equipment designation, serial number and location.
4. Where support for software products is provided, the Customer shall, at the start of the support period, register with Nexus details of
  - a. the system environment (e.g. the operating system, database, browser and interface products), including the product and version
  - b. hardware products (e.g. the camera, card printer, encoding station, etc.) used in conjunction with the software but not supplied by Nexus, including the model, type, serial number and location, and shall notify Nexus in writing of any changes to these components (e.g. replacements or upgrades) within 14 days of said changes being made.
5. The Customer is responsible for backing up Customer related data.
6. If the Customer intends to relocate the Supported Product, Nexus shall receive advance written notification of the measures intended to be taken. If such relocation involves increased costs for the Support Services, Nexus shall be compensated therefore and/or be entitled to a reasonable amendment of the terms and conditions of this policy. The same shall apply in case of alterations or upgrades of hardware carried out or integration of substantial enhancements of and add-ons to the product resulting from development work carried out by Nexus for the Customer, which results in increased costs for the Support Services for Nexus.
7. The Customer shall provide the technological interfaces, such as (but not limited to) telecommunication lines and technological connections (including firewalls therefore), which are necessary for Nexus to carry out the Support Services hereunder and shall follow the reasonable instructions of Nexus for such technological interfaces or otherwise for remote access to the Supported Product.
8. In case of sublicensing, the Customer is responsible towards the end user for the support of the sublicensed product.
9. If not stated different in the Agreement, Customer shall perform first and second line support. Nexus shall only perform third line support.

## 16 Fees and Payments

1. Fees for Support Services are due within 30 days from the invoice date and payable annually in advance of a Support Period, unless otherwise stated in the relevant Agreement. Failure to pay the fees may result in a suspension of the delivery of the Support Services until payment or may terminate the Support Service.
2. Customer has the right to receive Support Services as of the effective date of the relevant Agreement, unless stated otherwise in the Agreement. All Support Services ordered for a

Support Period and the related fees are non-cancellable and non-refundable. Nexus is not obligated to provide Support Services beyond the end of the Support Period unless Customer renews the Support Services on or before the expiration date or the Services are automatically renewed per Section 14.1.

3. All licenses included in a Matching License Set must be supported under the same Support Period. Thus, the Support Period for all licenses included in a Matching License Set ends 12 months from the effective date of the latest Agreement in which licenses included in the Matching License Set were acquired.

## 17 Renewal, Termination

1. Unless the Support Services are terminated in writing by a party at least three (3) months prior to the end of the Support Period, the Support Services shall be automatically renewed with one (1) year at a time with a three (3) months' notice period for each such Support Period. For leased annual licenses please refer to the leasing contract.
2. In case Customer fails to pay the fee for more than 3 months, Nexus might terminate the Support Services in writing, effective immediately.
3. The fee for Support Services renewed for the same number of licenses for the same products will for the first and second renewals years not increase by more than 4% over the prior year's fees. There is no cap on fee increases for Support Services for third-party products. Unless otherwise is provided in the Agreement, the fees for support for third-party products identified as Supported Products licensed pursuant to an Agreement will equal the fee in effect at the time the Support Services is renewed.
4. It is in general not possible to re-activate Support Services, after a term license agreement or a Support Services Agreement has been terminated. Support Services may be ordered only in conjunction with a new product order.

## 18 Services outside the Scope of Support Services

1. Should Nexus provide the Customer with additional services, i.e. services or deliverables beyond or in addition to what originally is agreed in the Agreement upon request from the Customer; or as a consequence out of a requested change of a specification of the Supported Product(s); or for any other reason, such additional services or deliverables will be subject to the applicable services price list and Nexus Terms and Conditions for Services (GTCS).
2. If, during the response to an Incident Report and fault analysis, it emerges that the issue reported by the Customer either does not exist or is due to circumstances not attributable to Nexus products, Nexus shall be entitled to charge at the rates shown in the current Nexus price list for handling the Incident Report and for conducting the fault analysis.

## 19 Changes or Amendments

1. This SMP is subject to change at Nexus' discretion, however, the services provided will not be materially reduced during the Support Period. If and to the extent changes are deemed necessary, Nexus shall notify the Customer thereof no later than fifteen (15) days before the implementation of the changes. The Customer may within fourteen (14) days of receiving such notification reject such suggested changes, in which case however, Nexus shall be entitled to terminate the Support Services with immediate effect.
2. The Customer acknowledges that the SMP, within which the provision of the Support Services hereunder is carried out, may be subject to changes attributable to changes of the terms and conditions in application between Nexus and its third-party licensors. If and to the extent such

changes are deemed necessary, Nexus shall notify the Customer thereof no later than thirty (30) days before the implementation of the changes. The Customer may within fourteen (14) days of receiving such notification reject such suggested changes, in which case however, Nexus shall be entitled to terminate the Support Services with immediate effect.

3. Nexus may terminate the Support Services with twelve (12) months written notice should the agreement between Nexus and its licensors necessary or otherwise relevant for the provision of the Support Services expire or terminate. In such case, Nexus will take reasonable actions to have the obligations of Nexus regarding the support and maintenance of the product hereunder assumed by its licensor or other relevant third party subsequent to such termination.
4. New versions may be released during the notice period, but support and maintenance for the new versions may be provided only by Nexus' licensors or another third party appointed by such licensor.

## **20 Grant of Rights in Connection with Support Services**

1. Nexus grants the Customer the right to use work products created in connection with support services as well as new software versions and new software releases in accordance with the underlying Agreement governing the supply of the software or product. Other rights are excluded.
2. Unless agreed otherwise in the underlying Agreement, the Customer shall be granted a non-exclusive right, unrestricted in terms of space or time, to use said work products for the Customer's own purposes and within their own company. It is prohibited for said work products to be hired out, transferred to, or used by or for third parties, be it through time sharing, as online services (e.g. ASP), in data center operations, or in any other fashion, either for a fee or free-of-charge, without the expression permission of Nexus. Any agreement on exclusive rights of use shall be made by the contracting parties expressly and in writing. Software supplied by Nexus to the Customer for non-exclusive use and for an unlimited period of time may only be transferred to a third party in its entirety and only if the Customer has deleted all their own copies, and if the third party has declared that they agree to the terms of use. The Customer shall, when requested by Nexus, submit to Nexus both proof that they have deleted the software and the third party's declaration agreeing to the terms of use.
3. When a new software version is installed, authorization to use the prior software version expires. The Customer may retain the immediate prior version of the software on ceasing productive use thereof, but solely for documentation purposes or for use in an emergency.

## **21 Material defects**

1. Material defects shall be rectified during the term of the Maintenance Agreement in connection with the correction of faults in accordance with Section 3. The warranty otherwise follows the terms of the License Agreement and Section 7 of Nexus' General Terms and Conditions.
2. If Nexus fails to rectify material defects or defects of title within a reasonable period of time, the Customer may set a renewed deadline for rectification which, if not met by Nexus, shall entitle the Customer to lower the support fee or to terminate the Agreement on extraordinary grounds.
3. Defects that result only in minor impairment of the usability of the Support Services shall neither warrant a reduction in the support fee nor constitute grounds for termination of the Agreement.