

Nexus France – Terms and Conditions for Support and Maintenance

1. Definitions

Agreement	The Order Form, these Support and Maintenance Terms, any other terms or schedules attached hereto and any additional order(s) made in writing by the Customer and approved by Nexus in writing. The Order Form shall prevail in case of conflict with any other part of the Agreement.	Incident	A deviation from the agreed functionality of the Software, which is not caused, directly or indirectly, fully or in part, by third party hardware and/or software.
Business Hours	Monday – Friday, 08.00 – 16.00 CET (Basic Support), 08.00 – 18.00 CET (Advanced Support), 08.00 – 20.00 CET (Enterprise Support), except on Swedish and/or German and/or French public holidays, regional holidays and on December 24 th and 31 st . One Business Hour is one hour within such time frame. For clarification purposes, the definition of “Business Hours” varies depending on which support & maintenance the Customer has purchased (i.e., “Basic Support”, “Enterprise Support” etc.).	Major Release	Refers to a major change of the Supported Software in functionality or architecture, characterized by a higher combination of the first two version numbers, e.g. when version 20.06 is replaced by version 20.11 (whereas the first group of digits is the respective year and the second group is the month in which the release is published)
Customer	The party with whom Nexus has entered into the Agreement.	Maintenance	The maintenance purchased under the Agreement, specified in the Order Form and described in the Support and Maintenance Description. Maintenance does not include repairs or defect rectification.
Customer Equipment	Any and all equipment and systems necessary in order to use the Software and/or Hardware such as, but not limited to, IT-system(s) and facilities necessary for the Customer to receive and use the Software and/or Hardware at and from the Customer’s premises, including all relevant computer systems and locations and any other equipment, software, hardware, internet-, telecoms- or VPN-connections, firmware, or database files required to receive and use the Software and/or Hardware.	Minor Release	Refers mainly to improvements and bugfixes of the Supported Software and is characterized by higher third group of digits following the major release number, e.g. when version 20.11.0 is replaced by version 20.11.1.
Hardware	The hardware purchased under the Agreement for which Nexus has agreed to provide Maintenance, specified in the Order Form.	Order Form	The order form to which these Support Terms are referred to. In case the Customer has placed its order without signing an order form, e.g. by using Nexus’ web shop, or in other way such as by phone, “Order Form” shall mean the confirmation of the order.
		Response Time	The time from when the Customer makes an Incident report and/or Hardware Maintenance request to when Nexus responds.
		Restore Time	The time from when Nexus receives and accepts the reported Incident to when Nexus delivers a work-around or a targeted software change.

Software	The software licensed under the Agreement for which Nexus has agreed to provide Support and Maintenance, specified in the Order Form.
Support	The support purchased under this Agreement, specified in the Order Form and described in the Support and Maintenance Description.
Support and Maintenance Description	The documentation describing the Support and the Maintenance, being available at https://doc.nexusgroup.com
Support Terms	These Terms for Support and Maintenance.
Upgrade	Means a new Minor Release, Major Release or other types of releases such as updates, service packs, patches or bug fixes.

2. Introduction

- 2.1. Nexus undertakes to provide Support and Maintenance to the Customer, subject to these Support Terms.
- 2.2. The Customer is aware that all terms set out below may not be relevant for the Customer, as they may regulate services not included in the Support and Maintenance ordered by the Customer.
- 2.3. **Support Levels.** The Support Levels are divided into three tiers:

2.3.1. **“First level support”** shall mean a) delivery of standard answers to commonly recurring questions and b) assisting with application-related issues arising during day-to-day use of the system and c) first point of contact for technical questions concerning a purchased deliverable.

2.3.2. **“Second level support”** shall mean a) handling documented issues for which solutions or workarounds exist but which need to be handled on a user-specific bases and b) assistance with issues that require “read or write” access to the system and c) handling more challenging issues that first level support is unable to resolve.

2.3.3. **“Third level support”** shall mean support in dealing with new, as yet undocumented issues for which solutions need to be found and b) advise First and/or Second level support staff and c) by definition, issues resolved by third level support become solutions for First and/or Second level support.

3. Contact Point

- 3.1. To report an Incident or request Hardware Maintenance, the Customer shall contact the helpdesk as instructed by Nexus on <https://doc.nexusgroup.com>
- 3.2. The Customer may appoint 10 contact persons by registering them with Nexus. Each such contact person shall be authorized to contact the helpdesk. The Customer may change contact persons at any time.
- 3.3. Each time the Customer contacts the helpdesk, the Customer shall state any relevant serial number and the Customer’s identity and location.

4. Software Maintenance

- 4.1. Nexus will from time to time make Upgrades available for the Customer in a manner determined by Nexus. Such Upgrades will be made available for the Customer’s own implementation and are licensed on the terms set out in the Software License Agreement and General Terms.
- 4.2. The Customer shall at all times be responsible and bear any costs for implementing necessary changes to the Customer Equipment due to provided Upgrades. Upgrades might require the most recent Major Release or most recent Minor Release to be implemented.
- 4.3. Upon Nexus’ provision of a Major Release or Minor Release, the Customer may retain the prior Major Release or prior Minor Release for documentation and emergency purposes only.
- 4.4. Nexus does not warrant that Major Releases and Minor Releases are fully backwards compatible with previous Minor Releases and Major Releases.

5. Software Support

- 5.1. Nexus will provide Support only for Incidents reproducible in the current Major Release or Minor Release. For a period of 12 months after making available the current Major or Minor

Release, the previous most recent Major or Minor Release will be supported too.

- 5.2. Nexus will provide Support only if the Software is used on and/or with devices approved by Nexus, in accordance with the Support and Maintenance Description and Nexus' explicit instructions. Support is provided remotely, not onsite.
- 5.3. To receive Support, the Customer must contact Nexus' helpdesk as instructed by Nexus. The helpdesk's availability may vary depending on which Support the Customer has ordered. The Customer shall assign one of its contact persons to the Incident, to answer any questions Nexus may have.
- 5.4. Nexus will classify Incidents as either severity level A, B or C. The Incident classification will determine the applicable Response Time and Restore Time (which also depends on the Support level the Customer has purchased). The applicable Response Time, Restore Time and the severity level descriptions which Nexus will use are set out in **Sub-Appendix B, Response Time and Restore Time**.
- 5.5. Nexus' Restore Time obligations shall only apply provided that the Customer (i) has an up-to-date backup available, and (ii) provides Nexus with remote access to the Customer Environment.
- 5.6. Nexus may handle Incidents by providing temporary work-arounds. After implementation of a work-around, Nexus may re-evaluate the applicable severity level.
- 5.7. If the Customer has made an Incident report or Maintenance request to Nexus and there is no defect or malfunction for which Nexus is responsible, the Customer shall upon Nexus' request compensate Nexus for its reasonable costs incurred due to the notification, such as Nexus' investigation costs.
- 5.8. When purchasing Support, the Customer shall provide Nexus with relevant details regarding the Customer Equipment and provide Nexus with relevant additional information if Nexus so requests. The Customer shall further promptly inform Nexus of any relevant changes to the Customer Equipment.

6. Hardware Maintenance

- 6.1. Except for Nexus' obligations under the Terms for Hardware, Nexus' sole obligation in relation to the functionality of the Hardware shall be to provide Hardware Maintenance.

- 6.2. The content of each model for Hardware Maintenance is set out in **Sub-Appendix A, Hardware Maintenance Models**. Depending on the Hardware Maintenance model applicable for the Customer, the content of the Hardware Maintenance will vary.
- 6.3. Should the Maintenance entitle the Customer to replacement Hardware, Nexus shall provide an in Nexus' sole discretion functionally equivalent Hardware. Such Hardware may require other usage routines, such as regarding printing and encoding procedures. The replacement Hardware will be sent within the applicable Response Time set out in **Sub-Appendix A, Hardware Maintenance Models**, and shall be immediately returned by the Customer once the original Hardware is functional again.
- 6.4. Should the Customer fail to return the replacement Hardware in accordance with clause 6.3 above, Nexus is entitled to charge a fee for the Customer's rent of the Hardware.
- 6.5. Any additional deliveries of Hardware or spare parts related to such Hardware shall include a warranty equivalent to the warranty set out in the Terms for Hardware, commencing on the date of delivery.
- 6.6. All costs connected to sending, returning, packaging and acquiring the necessary shipping insurances in relation to Maintenance shall be carried by the party sending or returning the Hardware, including replacement Hardware.

7. Term

- 7.1. If the Customer has licensed Software under the Subscription Model (as specified in the Software License Agreement and General Terms) and has purchased Support and Maintenance for such Software, these Support Terms shall remain effective for the same period as the Software is licensed.
- 7.2. For any Hardware Maintenance or if the Customer has licensed the Software under the One-time Model (as specified in the Software License Agreement and General Terms), these Support Terms shall become effective upon the parties' signature of the Order Form and shall remain in force for 12 months thereafter. Unless either party terminates these Support Terms on at least three months' prior written notice before the end of the then current term, the term shall be renewed for an additional 12 months.

8. Miscellaneous

- 8.1. In case of overdue payment, Nexus is entitled to suspend the provision of the Support and/or Maintenance upon written notification to the Customer and until full payment. If payment is more than three months overdue, Nexus may terminate Support and/or Maintenance immediately.
- 8.2. Nexus may also send an invoice for late-payment interest in the event of late payment by the Client at a rate equal to the refinancing rate applied by the European Central Bank on the first day of the semester of the calendar year in which the late-payment interest begins to apply (1 January or 1 July), plus ten (10) points, or at the minimum rate set forth in Article L.441-6 of the French Commercial Code, whichever is the higher. Said penalties shall be increased by a lump-sum compensation payment for debt recovery costs equal to forty (40) Euros for each unpaid invoice. However, if the amounts incurred by Nexus for recovery of the debt, as duly documented, are greater than this lump-sum amount, Nexus may request additional compensation from the Client. Nexus may issue the invoice in Euros (EUR) or U.S. Dollars (USD), in conformity with the terms set forth in the Offer.
- 8.3. Nexus may increase the support and maintenance fees one time each 12-month period by three per cent. Nexus right to increase the support and maintenance fees comes into force after 12-months has passed since the support and maintenance contract came into force.
- 8.4. The Customer shall at all times take any technical measures required for Nexus' provision of the Support and the Maintenance, such as but not limited to, disabling obstructing firewalls. The Customer shall furthermore follow any instructions given by Nexus in relation to the Support and Maintenance.
- 8.5. If the Customer intends to geographically relocate the Software and/or the Hardware, Nexus shall be informed in writing thereof at least 30 days prior to such relocation. In case Nexus is not informed or does not consent to such relocation, Nexus shall be entitled to amend the fees applicable to these Support Terms.
- 8.6. In case a third party performs service, adjustment or repair or other measures on the

Software or Hardware on behalf of the Customer (such as connecting accessories or relocating equipment) which causes increased costs for Nexus when providing the services hereunder, Nexus is eligible to immediately terminate these Support Terms and/or increase fees.

- 8.7. Nexus strives to communicate with the Customer's contact persons in their local language. However, Nexus cannot guarantee communication in any other language than English.

9. Limitation of liability

The terms regarding limitation of liability set out in the GTC for Software shall apply. However, the limitation with regards to the aggregate and total liability amount under these Support Terms shall correspond to the fees already paid by the Customer for the Support and the Maintenance.

10. Governing law and dispute resolution

- 10.1. The applicable law shall be the laws of France. Except where agreed amicably, the Commercial Court of Paris shall have exclusive jurisdiction over any disputes relating to the creation, performance or interpretation of these General Terms and Conditions of Sale.
- 10.2. This clause shall also apply to emergency proceedings, activation of guarantee, incidental claims or cases where there is more than one defendant, whatever the manner and method of payment may be.
- 10.3. In the case of export sales, any disputes relating to the creation, performance or interpretation of these General Terms and Conditions of Sale shall be submitted to a panel of three (3) arbitrators appointed pursuant to the Rules of Conciliation and Arbitration of the International Chamber of Commerce. The Arbitration panel shall have its seat in Paris (France), shall rule in French and shall apply French law. The arbitration award may be invoked before any court with jurisdiction to recognize it and shall be enforceable pursuant to the United Nations Convention on the Recognition and Enforcement of Foreign Arbitral Awards of 10 June 1958.

11. Data Protection

11.1. Nexus regards data protection as a significant prerequisite for successfully conducting business, and we are committed to take any necessary measures to assess and safeguard the personal data we process. Therefore, we continuously review and update our practices in accordance with applicable data protection rules and regulations (including EU Regulation 2016/679, more commonly referred to as the GDPR). We have for instance implemented technical and organizational measures to ensure that such data protection related requirements are applied both by us as well as by our external service providers and other suppliers. For more information about how Nexus processes personal data, please visit our webpage:

www.nexusgroup.com/privacy-policy.

11.2. Nexus processes personal data as a data processor for the purposes of providing the Support and Maintenance outlined in the Agreement. Further information about the provisions of these processing activities can be found in the data processing agreement, visible on the following webpage:

www.nexusgroup.com/terms-and-conditions.

Sub-Appendix A, Hardware Maintenance Models

	Send-In Model	On-Site Model	Extended Model
Yearly Hardware Maintenance of printers	Yes, twice. Printers to be sent in original packaging to Nexus.	Yes, twice on-site. Additional costs are applicable in case Nexus must travel more than 250 kilometers one way.	Yes, twice on-site. Additional costs are applicable in case Nexus must travel more than 250 kilometers one way.
Discount on spare parts	25 %	25 %	25 %
Discount on services not covered by the Agreement	15 %	15 %	15 %
E-mail support	Yes	Yes	Yes
Response Time	24 Business Hours	16 Business Hours	8 Business Hours
Telephone support during Business Hours	No	Yes	Yes
Discount on Nexus' travel time costs	No	15 %	15 %
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 of stock level of consumables	No	No	Yes
Right to a fixed budget for consumables or a defined number of specific consumables	No	No	Yes

Sub-Appendix B, Response Time and Restore Time

1. Basic Support

	Response Time	Restore Time
Severity A	8 hours within Business Hours	When available
Severity B	24 hours within Business Hours (equates to 3 business days)	N/A
Severity C	48 hours within Business Hours (equates to 5 business days)	N/A

* The defect classes used in this table are defined below in Section 4.

2. Advanced Support

	Response Time	Restore Time
Severity A	4 hours within Business Hours	Work around in 16 working hours
Severity B	16 hours within Business Hours (equates to 2 business days)	When available
Severity C	30 hours within Business Hours (equates to 4 business days)	When available

3. Enterprise Support

	Response Time	Restore Time
Severity A	4 hours within Business hours	Work around in 8 working hours
Severity B	8 hours within Business Hours	When available
Severity C	24 hours within Business Hours (equates to 2 business days)	When available

* The support hotline for Enterprise support is available as an option and at an additional cost 24/7: 24 hours a day, 7 days a week, 365 days a year for incidents with the severity level A. The defect classes used in this table are defined below in Section 4.

4. Severity level description

Severity level A

System failure or major disruption of the Supported Software that causes key functionality to be unusable.

Severity level B

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

Severity level C

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