

## INCS Special Terms for Nexus' Support and Maintenance

### 1. Definitions

<b>Agreement</b>	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 the company IN Continu et Services (INCS) in writing. The Order Form shall prevail in case of conflict with any other part of the Agreement.	<b>Incident</b>	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.
<b>Business Hours</b>	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 <sup>th</sup> and 31 <sup>st</sup> . 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.).	<b>Major Release</b>	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)
<b>Customer</b>	The party with whom INCS has entered into the Agreement.	<b>Maintenance</b>	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.
<b>Customer Equipment</b>	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.	<b>Minor Release</b>	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.
<b>Hardware</b>	The Nexus hardware purchased under the Agreement for which INCS has agreed to provide Maintenance, specified in the Order Form.	<b>Order Form</b>	The order form to which these Support Terms are referred to. In case the Customer has placed its order without signing an order form, or in other way such as by phone, “Order Form” shall mean the confirmation of the order.
		<b>Partner</b>	A party reselling, distributing, or sub-licensing Nexus Products and/or Services to its end-Customers directly or through the appointment of another third-party.
		<b>Response Time</b>	The time from when the Customer makes an Incident report and/or Hardware Maintenance request to when INCS/Nexus responds.

<b>Restore Time</b>	The time from when INCS receives and accepts the reported Incident to when INCS delivers a work-around or a targeted software change.	access to the system and c) handling more challenging issues that first level support is unable to resolve. Second level support is the escalation level above First level support.
<b>Software</b>	The software licensed under the Agreement for which INCS has agreed to provide Support and Maintenance, specified in the Order Form.	2.3.3. <b>“Third level support”</b> 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. Third level support is the escalation level above Second level support.
<b>Support</b>	The support purchased under this Agreement, specified in the Order Form and described in the Support and Maintenance Description.	2.4. If not otherwise explicitly agreed in the Order Form, INCS only provides Third Level Support.
<b>Support and Maintenance Description</b>	The documentation describing the Support and the Maintenance, being available at <a href="https://doc.nexusgroup.com">https://doc.nexusgroup.com</a>	
<b>Support Terms</b>	These Terms for Support and Maintenance.	
<b>Upgrade</b>	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. INCS 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”

**3. Contact Point**

- 3.1. To report an Incident or request Hardware Maintenance, the Customer shall contact the helpdesk as instructed on <https://doc.nexusgroup.com>
- 3.2. The Customer may appoint 10 contact persons by registering them with INCS. 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. INCS will from time to time make Upgrades available for the Customer in a manner determined by INCS. 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 INCS’ 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. INCS 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. INCS 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. INCS will provide Support only if the Software is used on and/or with devices approved by INCS, in accordance with the Support and Maintenance Description and INCS' explicit instructions. Support is provided remotely, not onsite.
- 5.3. To receive Support, the Customer must contact INCS' helpdesk as instructed by INCS. 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 INCS may have.
- 5.4. INCS 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 INCS will use are set out in **Sub-Appendix B, Response Time and Restore Time**.
- 5.5. INCS' Restore Time obligations shall only apply provided that the Customer (i) has an up-to-date backup available, and (ii) provides INCS with remote access to the Customer Environment.
- 5.6. INCS may handle Incidents by providing temporary work-arounds. After implementation of a work-around, INCS may re-evaluate the applicable severity level.
- 5.7. If the Customer has made an Incident report or Maintenance request to INCS and there is no defect or malfunction for which INCS is responsible, the Customer shall upon INCS' request compensate INCS for its reasonable costs incurred due to the notification, such as INCS' investigation costs.
- 5.8. When purchasing Support, the Customer shall provide INCS with relevant details regarding the Customer Equipment and provide INCS with relevant additional information if INCS so

requests. The Customer shall further promptly inform INCS of any relevant changes to the Customer Equipment

5.9. The present terms and conditions are subject to [Nexus Lifecycle Policy](#).

5.10. If the software of the Customer is end-of-life according to Nexus Lifecycle Policy, the following provisions shall be applicable:

5.10.1. INCS support shall be limited to the analysis of defects.

5.10.2. INCS shall investigate each defect on a best effort basis and does not guarantee any response and/or restore time.

5.10.3. INCS support is provided "as is" and does not cover the development or backporting of any of the software functionalities.

5.10.4. INCS may undertake at its sole discretion to provide solutions or workarounds for security patches or vulnerabilities. In such case, a purchase order for the provision of Delivery Services shall be issued by INCS.

## 6. Hardware Maintenance

- 6.1. Except for INCS' obligations under the Terms for Hardware, INCS' 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, INCS shall provide an in INCS' 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, INCS 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, INCS is entitled to suspend the provision of the Support and/or Maintenance. If payment is more than three months overdue, INCS may terminate Support and/or Maintenance immediately.
- 8.2. INCS has a right to increase the Support and Maintenance fees once every 12-month period. The price increase will be calculated in accordance with the French SYNTEC Index by using the following method:  $P = P_0 (S/S_0)$  where:
  - P represents the Support and Maintenance fees after revision
  - $P_0$  represents the current Support and Maintenance fees
  - S represents the most recent SYNTEC index known at the revision date
  - $S_0$  represents the index known (minus 12 months) from revision date

- 8.3. The Customer shall at all times take any technical measures required for INCS' 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 INCS in relation to the Support and Maintenance.
- 8.4. If the Customer intends to geographically relocate the Software and/or the Hardware, INCS shall be informed in writing thereof at least 30 days prior to such relocation. In case INCS is not informed or does not consent to such relocation, INCS shall be entitled to amend the fees applicable to these Support Terms.
- 8.5. 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 INCS when providing the services hereunder, INCS is eligible to immediately terminate these Support Terms and/or increase fees.
- 8.6. INCS strives to communicate with the Customer's contact persons in their local language. However, INCS cannot guarantee communication in any other language than English.
- 8.7. In case INCS has agreed to provide Third-level support to a Partner's end-Customer, upon request, the Partner shall provide a handover document to INCS mentioning:
  - A description of the project, including (i) the Supported Software products, versions and connectors, and (ii) the Supported Hardware products and versions;
  - Information about the technical concept, the configuration (roles, workflows), the certificate management (PKI), the infrastructure (servers, versions, OS), the Third-Party Software, and, where possible, the reference system (VM).

At the Partner's own costs, INCS may suspend the provision of Support Services until receipt of such handover document.

- 8.8. The Customer is informed that part of or all of the services may be subcontracted to and delivered by Nexus Group, which is part of IN Groupe.

## 9. Limitation of liability

The terms regarding limitation of liability set out in the Agreement shall apply. However, in no

event will INCS be liable to Customer for any special, incidental, indirect or consequential damages (including loss of data, profits or revenue, cost of capital or downtime costs), or for any exemplary or punitive damages arising out of any performance of this Agreement or any purchase order, regardless of whether such damages are based in tort, warranty, contract or any other legal theory, even if advised of the possibility of such damages. Regarding direct damages, in no event shall INCS's liability to Customer under this Agreement exceed the fees paid by Customer to INCS for Support and Maintenance services. This limitation of liability is cumulative and not per incident.

## 10. Data Protection

INCS 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 INCS processes personal data, please visit our webpage.

If the Support and Maintenance services are provided by Nexus Group, the data processing agreement of *Technology Nexus International AB* is applicable: [www.nexusgroup.com/terms-and-conditions](http://www.nexusgroup.com/terms-and-conditions).

For other services provided by INCS, the parties shall enter into a data processing agreement.

## 11. Governing law and dispute resolution

11.1. This Agreement shall be governed by and construed in accordance with substantive French law.

11.2. The place of jurisdiction for any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, is the commercial court of Paris, France.

**Sub-Appendix A, Hardware Maintenance Models**

	<b>Send-In Model</b>	<b>On-Site Model</b>	<b>Extended Model</b>
<b>Yearly Hardware Maintenance of printers</b>	Yes, twice. Printers to be sent in original packaging to INCS.	Yes, twice on-site. Additional costs are applicable in case INCS must travel more than 250 kilometers one way.	Yes, twice on-site. Additional costs are applicable in case INCS must travel more than 250 kilometers one way.
<b>Discount on spare parts</b>	25 %	25 %	25 %
<b>Discount on services not covered by the Agreement</b>	15 %	15 %	15 %
<b>E-mail support</b>	Yes	Yes	Yes
<b>Response Time</b>	24 Business Hours	16 Business Hours	8 Business Hours
<b>Telephone support during Business Hours</b>	No	Yes	Yes
<b>Discount on INCS' travel time costs</b>	No	15 %	15 %
<b>Time until INCS will appear on-site in case of emergency</b>	No on-site visits	40 Business Hours	16 Business Hours
<b>Entitlement to receive replacement printer in case of trouble</b>	No	Yes	Yes
<b>Right to purchase additional Hardware Maintenance visits by INCS</b>	No	No	Yes
<b>Right to stock management or monitoring of stock level of consumables</b>	No	No	Yes
<b>Right to a fixed budget for consumables or a defined number of specific consumables</b>	No	No	Yes

**Sub-Appendix B, Response Time and Restore Time**

**1. Basic Support**

	<b>Response Time</b>	<b>Restore Time</b>
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**

	<b>Response Time</b>	<b>Restore Time</b>
Severity A	4 hours within Business Hours	Work around in 16 working hours after initial analysis
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**

	<b>Response Time</b>	<b>Restore Time</b>
Severity A	2 hours within Business hours	Work around in 8 working hours after initial analysis
Severity B	8 hours within Business Hours	When available
Severity C	24 hours within Business Hours (equates to 2 business days)	When available

**4. Enterprise 24x7\***

	<b>Response Time</b>	<b>Restore Time</b>
Severity A	2 hours	Work around in 8 working hours after initial analysis
Severity B	8 hours	When available
Severity C	24 hours	When available

\* Enterprise 24x7 support includes the possibility to call us 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 5.

**5. 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.