

Terms and Conditions for SuiteCRM Support

Preamble

This support contract is a framework contract for the end customer mentioned in the offer and the software used by it.

diligent supports the customer in the operation of its system management solution with corresponding services.

1. Contract commencement, contract term

1.1 The contract shall commence on the first day of the month following the conclusion of the contract, unless another contract start date has been specified.

1.2 The contract is concluded for a term of 3 months. It is automatically renewed by one month at a time, unless terminated in compliance with agreed termination deadlines.

2. Termination, notice period

Termination shall be notified in writing. The notice period is 1 month before the end of the contract. The right to immediate termination for good cause shall remain unaffected.

3. Service features

3.1 Services to be provided are defined in Annex 1 "Services overview", which describes the different services offered under the Bronze, Silver, and Gold support packages. Reaction time refers to the period of time within which the diligent Support Center assigns the reported problem to a support specialist, and begins the analysis of the reported case. Additional expenses or extra costs due to customer requests beyond the support hours already included shall be invoiced at the agreed man/day rate. These additional services may not exceed 100% of the hours already included in the support package. Should the number of hours exceed said 100%, the next higher package must be chosen, or an individual support offer must be made for the Gold package. Furthermore, diligent is not obliged to provide services that go beyond the hourly quota defined in the support package.

3.2 All support services of diligent, in particular the error analysis/troubleshooting, shall be provided remotely from diligent's premises. diligent shall provide, at its own expense, all information necessary for error analysis/troubleshooting, including the defective product, to the service recipient. For tasks performed at a customer site, the customer shall be charged any additional travel expenses in accordance with the applicable Travel Costs Directive.

3.3 Under the support contract concluded, efforts shall only be made to correct errors arising after the project has been completed (implementation), or to support the customer in maintaining the system management solution in operation. Further development of systems or the implementation of new functionalities etc. are under no circumstances part of the service, but require separate orders.

4. Support availability

4.1 The customer can report faults to diligent via the support portal. Diligent shall endeavour to process inquiries and fault reports at short notice. For certain support packages, faults may also be reported via a service hotline.

4.2 The support portal or the service hotline is open Monday to Friday from 09:00 to 18:00 (except on public holidays in Hesse, or on 24.12 and 31.12). Access data to the support portal or the service hotline number will be sent separately by diligent.

4.3 In principle, inquiries shall only be directed to diligent technology & business consulting AG by the contact person notified in writing by the customer.

5. Classification of service requests

diligent distinguishes between the following urgencies for service requests:

5.1 Service Request Severity 1 ("Emergency") This is an event that affects most or all users of the system, causing a total work stoppage, having a significant impact on the customer's essential processes, and thus represents severely limiting productivity (profitability).

5.2 Service Request Severity 2 ("High") This is an event that has a major impact on the customer's core processes, affecting most or all users of the system and thus limiting the productivity (profitability) of the customer.

5.3 Service Request Severity 3 ("Medium") This is an event that affects the customer's essential processes and affects one or a few users of the system.

5.4 Service Request Severity 4 ("Low") This is an event that manifests itself in a functional malfunction that affects the workflow of one or more users but does not affect the customer's essential processes.

The priority of a support request - especially with regard to reaction times - is always determined in agreement between the (contact person of the) customer and the support centre of diligent. If the customer does not specify a priority when opening the ticket, the diligent support centre's request will be ranked according to its objectively identifiable severity and the resulting impact on the customer's business in four levels of urgency, as explained above, with the standard priority of "Medium (3)".

diligent assures the customer that the priority of requests can be increased in consultation with the diligent support centre even during an ongoing editing process, especially if the impact on the customer's business has become apparent later.

Regardless of whether a support request is graded at the time the request is opened or later, prioritising a Priority 1 support request requires describing the subjective impact of the error on the productivity (profitability) of the customer's business, if this does not emerge objectively as specified in the error description.

6. Duties of the service recipient

- 6.1 Only authorised and trained persons (named contact persons) are entitled to use the support services. However, service recipients may replace named contact persons by informing diligent accordingly.
- 6.2 The service recipient and its employees shall copy programs or files or make backups thereof, before diligent provides any technical support.
- 6.3 The service recipient and its employees shall use the software provided in accordance with the applicable software usage contract.
- 6.4 Reports, technical notes, training materials, documentation, software, prototypes and other materials provided by diligent as part of the support services may only be used, duplicated and altered by the service recipient for internal purposes.
- 6.5 The service recipient may not assign rights to support services under this contract.
- 6.6 The service recipient undertakes to grant diligent remote maintenance access via the software "Teamviewer" (Info: www.teamviewer.de) in the latest version for processing inquiries.
- 6.7 If this proves unfeasible on the part of the service recipient, the same undertakes to provide diligent, free of charge, a remote maintenance access. In this case, diligent shall be entitled to charge an annual administration fee of € 500 to the service recipient.

7. Limitation of the service scope

- 7.1 According to §4, the following items fall outside the service scope and must be separately settled by the service recipient:
 - a. All services provided outside diligent's business premises or outside normal business hours (09:00 - 18:00 CET, Monday - Friday), at the request of the service recipient.
 - b. The installation, consulting and software engineering services requested by the service recipient.
 - c. All diligent's services/modifications carried out at the request of the service recipient (e.g., change of functions, addition of functions by third-party manufacturers, etc.).

All services rendered in accordance with this paragraph (1) shall be charged by diligent according to the rates of the price list valid at the time the service is provided. Travel expenses shall be charged from the employee's place of work.

- 7.2 diligent shall not provide any support services in the following cases:
 - a. diligent's services remain unpaid even after repeated request.
 - b. In diligent's opinion, the result desired by the service recipient could only be achieved by the development or modification of applications.

8. Need for analysis in implementations managed by the customer

Should diligent provide or assume any support for a complete implementation or partial change to be performed by the customer, further expenses (to be borne by the customer) may arise in connection with the appropriate analysis of the customer system.

9. Non-disclosure

The contracting parties undertake to keep all mutually exchanged data, programs, documents and information secret beyond the duration of the contract, and not to make them accessible to third parties. All persons who are granted access to the specified items or information in the course of the performance of the contract shall be obliged to maintain secrecy in writing.

10. Liability

10.1 Open source

The customer is aware and has also been expressly informed that it is not commercial software or a contract with assured characteristics, instead it is services in the field of consulting, installation, configuration, and instruction in software, which mainly consists of open source components, supplemented, if necessary, by in-house developments by diligent. The customer declares to be informed in detail about the suitability of this software, and the intended support for its interests, and so affirms.

10.2 Hardware and licensed software

Liability conditions from the manufacturer apply to the liability for hardware and software subject to license against third persons/companies

- 10.3 Accordingly, the liability of diligent is based exclusively on the services provided, and not on promised features. Diligent shall not be liable for indirect or other incidental damages. Likewise, diligent shall not be liable for financial or consequential damages, which applies in particular to lost profits. In any case, the liability of diligent is generally limited to the amount of the remuneration for the consulting service or support contract stated in the offer.

11. Own use

The customer may use the provided services exclusively for its own purposes; any re-marketing of any kind to third parties is not permitted.

12. Referencing

The contractor is permitted to mention in public the services provided to the customer for advertising purposes to third parties in the media or for other purposes. This authorisation is revocable at any time by the customer.

13. Other

13.1 Should individual clauses in this contract be or become invalid, this shall not affect the validity of the remaining provisions. The invalid clause shall be replaced by the one which comes closest to the intended purpose of the parties. Should there be an omission or gap in the present contract, the parties shall fill it with a provision they would have agreed to in all likelihood

had they known the incompleteness of the contract prior to the signing of this document.

13.2 This contract and all data sheets agreed on its basis are subject to the law of the Federal Republic of Germany. For all disputes arising out of or in connection with this contract, the courts at the registered office of diligent that are deemed competent for the contractual object shall be the exclusive place of jurisdiction.

Annex 1: Services overview

Support packages

	Bronze Support Package	Silver Support Package	Gold Support Package
Service time	Mon. to Fri., 9:00-18:00 CET, except on public holidays		
Support channels			
Support acceptance via support portal	✓	✓	✓
Support acceptance via e-mail	✓	✓	✓
Support acceptance via service hotline	✗	✓	✓
Support services			
Supported persons	1 named caller	3 named callers	5 named callers
Remote support (remote maintenance)	✓	✓	✓
Remote services per month (in hours)	1	2	6
Response times by severity			
Response time (severity 1)	2 Hours	1 hour	30 minutes
Response time (severity 2)	6 hours	4 hours	2 Hours
Response time (severity 3)	12 hours	6 hours	4 hours
Response time (severity 4)	24 hours	8 hours	6 hours
Support package prices			
Price (monthly) The amount must be paid in advance	€ 150	€ 300	€ 900

Services

Further, additional services (up to a maximum of 100% of the already included number of hours)	
Support, training and system adjustments	€ 118.75/hour
Travel expenses and travel time	When traveling, the contractor is responsible for selecting the means of transport, taking economic considerations into account. A mileage allowance of € 0.51 per kilometre applies to travel by car. Overnight accommodation costs will be charged separately according to expenditure against proof and expenses such as daily meals will be invoiced separately according to the applicable tax regulations. Travel and waiting times count as 50% working hours.

✗ not available in the package | ✓ included in the package

All services beyond the hours already included in the support packages will be charged at € 118.75/hour. These additional services can amount to a maximum of 100% of the hours already included. Should the number of hours exceed said 100%, the next higher package must be chosen, or an individual support offer must be made for the Gold package. Furthermore, diligent is not obliged to provide services that go beyond the hourly quota defined in the support package.

The terms and conditions for SuiteCRM Support apply | Prices are exclusive of the applicable sales tax.

As of: 01/2018.