

Maintenance and Support Terms for PTV Software

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Shorttitle	Maintenance and Support Terms PTV Software
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1 General Policies and Processes

1.1 Introduction

These Maintenance and Support Terms describe the **maintenance and support services** (“**MST**”) applicable to the PTV Software.

Upon execution of the Agreement and delivery/activation of the PTV Software, the cooperation enters into the phase of **Maintenance and Support Services** (“**MSS**”), which encompasses two aspects:

- ▶ Continuous **Updates** of the PTV Software (sec. 2);
- ▶ **Product Support** provided by PTV, pertaining to the installation of the PTV Software and the product-specific functionalities (sec. 3).

MSS are provided to the Customer during the validity period and for a specific fee defined in the Agreement. Unless otherwise specified in the Agreement or terminated by the Customer with a notice period of three (3) months to the end of the respective maintenance term, the MSS are renewed automatically for successive periods of one (1) year against payment of the applicable fee. MSS may be suspended or terminated by PTV in case of payment default or breach by the Customer of its obligations under these MST or under the Agreement.

Any rights or claims which the Customer may have with respect to defects in quality shall remain unaffected by the terms of these MST.

No maintenance or support terms published by the Customer shall be applicable unless they have been expressly approved in writing by PTV.

PTV Support at a glance:

- ▶ Any Product Error is to be reported to PTV’s global Helpdesk portal under <https://helpdesk.ptvgroup.com/>
- ▶ Commercial questions or general queries <https://company.ptvgroup.com/en/contact>

Services provided by PTV beyond the scope of Product Support, for instance training, software development, consulting, etc., are not part of these MST and shall be regulated by another specific agreement.

1.2 Definitions

Customer: company or organization purchasing the PTV Product either directly from PTV or through a VAR.

End-user: person(s) using the PTV Product. The End-user is an employee or authorized representative of the Customer.

Error (or “Product fault”, “Product failure”, “Product Error”, etc.): any problem affecting the good functioning of the PTV Product delivered by PTV. The words “fault”, “failure”, “disturbance”, “issue”, “problem”, “defect” and “incident” shall be synonymous in the context of these terms.

External Component: any software, middleware, hardware, content, data, energy or telecommunication component which is not specifically included in the PTV Product and for which PTV Assumes no responsibility.

Maintenance and Support Services (“MSS”) have the meaning provided in the introduction of this annex.

Permanent Solution: means the restoration of the PTV Product to full compliance with its specifications. A Permanent Solution has been successfully implemented when the disturbance is completely eliminated and the PTV Product functions as per specifications in a stable/permanent way. The status of the Error is then set as closed.

PTV: PTV Planung Transport Verkehr AG or any affiliate providing the PTV Product to the Customer, either directly or through a VAR.

PTV Cloud Service is cloud-based software and Data provided by PTV to the Customer via the Internet in a public cloud, usually by means of an API.

PTV Software means PTV software programs or components, including licensed third-party components, in part or in whole, intended for use in specific business premises (“On Premise”).

PTV Products are PTV Software and/or PTV Cloud Services.

Reaction Time shall include on the one hand the “Response Time” and on the other hand the “Resolution Time”.

Response Time is the time to acknowledge receipt of a Ticket and to start working on the resolution of the Error.

Resolution Time is the time to implement a Permanent Solution or a Workaround Solution.

Service Hours are the time slots during which Tickets are processed by PTV. Service Hours for Product Tickets are detailed in sec. 3.

Severity Level: The criticality classification assigned to errors, as detailed below under “Error classification”

Ticket (or “**Product Ticket**”): The words “ticket”, “query”, “enquiry”, “alarm”, “error message”, “call”, “report”, “claim”, “notification” and “request”, unless the context suggests otherwise, shall be synonyms used to reflect the reporting by the Customer of an Error.

VAR: for the sake of these MST, VAR is a value-added reseller which resells the PTV Product to the Customer, either as such or after having integrated it into its own solution.

Workaround Solution: Means the correction of Errors and restoration of the PTV Product up to a satisfactory level of performance minimizing the observable impact on the End-user, although it does not completely conform to specifications and may include reduced functionalities. When a Workaround Solution is implemented, the Error status remains open until a Permanent Solution is implemented.

1.3 Error classification

Upon observing a valid Error, the Customer shall describe it, collect evidence, classify its severity and report such description, evidence and classification through a Ticket. Errors shall be classified according to their severity as follows:

Category 1: Errors that have a critical impact on the business operations of the End-user, in particular, some major features are unavailable, severely disturbed or frequently interrupted. The End-user cannot carry out his/her daily work, is at risk of losing data or is under the threat of a total system failure.

Category 2: Errors that have a significant impact on the business operations of the End-user. The Maintained Product continues to perform, but with important restrictions in performance or functionalities.

Category 3: Errors that have moderate impact on the business operations of the End-user. Performances or functions are temporarily or partially restricted, affecting slightly the daily work.

Category 4: Errors without any impact for the customer and of lowest priority, such as functional questions or routine messages.

PTV reserves the right to re-classify the Error if it appears that the original classification was not reflecting its real severity or if subsequent corrections have been partly implemented and have caused a change of the severity.

1.4 Cooperation of the Customer

The Customer shall cooperate free of charge and with reasonable promptness to the Maintenance and Support Services. The Customer shall in particular be attentive to the following tasks:

- Observe, describe and document the circumstances of any Error, which includes the collection of supporting evidence such as screenshots, log details, error messages;
- Ensure that the Product and Service Error qualify respectively for Product Support and Service Availability, with respect to the list of exclusions mentioned below;
- Submit a Ticket according to the agreed process;
- Appoint a contact person to provide necessary information and with the authority to take or bring about decisions without undue delay;
- Provide reasonable support in the analysis, handling and rectification of Errors;
- Provide as necessary free of charge and secure remote access to its servers or applications;
- Implement Workarounds and Permanent Solutions or Updates provided, and follow any specific instructions provided by PTV or the VAR.

1.5 Exclusions

The Provision by PTV of the MSS is subject to compliance by the Customer of its obligations under these MST and under the Agreement, which include inter alia the following aspects:

- Observance of all technical requirements set forth by PTV
- Product Tickets will qualify only if they refer to Product Errors, i.e. a circumstance where the PTV Product does not provide whole or part of the function or performance specified by PTV. Product Tickets will be disqualified when they refer to:
 - a) issues caused by External Components;
 - b) issues resulting from a use of the PTV Product which does not comply with the service description and technical requirements specified in the Service Description or with specifications otherwise provided by PTV, such as but not limited to use of the PTV Product outside the intended hardware and software environment, hardware and network communication faults, wrong configuration, overload, etc.;
 - c) issues caused by unauthorized modifications of the PTV Product;
 - d) issues caused by wrong or missing third-party input data, unless such data are part of the PTV Product;
 - e) issues caused by the Customer's failure to install an Update or to abide by measures specified by PTV to rectify the Error and where the Error would have been cured by such Update or measure;
 - f) issues pertaining to services which do not form part of the PTV Product, for instance training, software development or consulting.

Disqualified Product Tickets will not be processed by PTV. In case of recurring disqualified Product Tickets that necessitate interaction efforts from PTV, PTV may suspend the MSS and/or charge penalties.

Any service provided by PTV to the Customer which does not qualify as MSS is subject to a separate agreement and a specific compensation.

1.6 Transfer and assignments

PTV may at its own discretion transfer the responsibilities to provide the MSS to the VAR or to any subcontractor or take them over from them.

2 PTV Product Updates

PTV may at its sole discretion decide to update (or change, or replace) periodically the PTV Product or any part of it ("**Update**"). Updates may pertain to the software, the hosting infrastructure, or to the content, in isolation or in combination. Updates include inter alia patches, bug fixes, Workarounds, Permanent Solutions and new releases of any part of the

software or the content. For instance, several PTV Products enjoy cartographic updates once a year, which may be subject to specific rules and restrictions issued by the map data provider.

The goal of any Update is to increase End-user's satisfaction in several ways:

- Technical improvements, stability, security, bug fixing,
- Additional features and functionalities,
- Novation of the design and of the Graphical user experience,
- Migrating a PTV Product to another PTV Product.

Updates may be of minor or major magnitude. PTV will communicate regularly to ensure that major updates are known in advance and consequences are anticipated. PTV will provide the technical documentation pertaining to the Update.

The implementation of an Update cannot be objected by the Customer. However, the Customer retains the right to unsubscribe from the PTV Product according to the terms set forth in the Agreement or to terminate the Agreement under the specific terms thereof.

Updates must be installed by the Customer according to PTV's specifications in the Customer's own environment and at its own cost. Once delivered by PTV and installed by the Customer, an Update is eligible to MSS.

The MSS for PTV Software are provided only for the current version and the previous one. Updates are usually backwards compatible.

The delivery of Updates is subject to the Customer's eligibility to the MSS as specified in sec. 1.1. The customer avails with regards to the Updates of the same rights of use as were applicable to the previous version of the PTV Product granted under the Agreement.

3 Product Support

3.1 Scope

Product Support services are available for Customers who have acquired the PTV Product, during the period of validity and according to the commercial terms defined in the Agreement. The purpose of the Product Support is to facilitate the installation and the use of the PTV Product, by providing answers and rectifications to Product Tickets raised by the Customer. Product Support is not a substitution to training or to the general information provided by PTV under various channels such as tutorials and webhelp. Only qualified Product Tickets are entitled to Product Support. Sec. 1.5 lists and defines the circumstances which may disqualify a Product Ticket.

3.2 Communication channels and responsibility matrix

Product Tickets shall be communicated by the Customer:

- either directly to PTV, when the Customer has purchased the PTV Product directly from PTV,

- ▀ or to the VAR, in case the Customer has acquired the PTV Product through the VAR.

In the first case, the Customer shall communicate the Product Ticket in the manner set forth below in sec. 3.3 and PTV shall provide the support through its Regional resources in the manner set forth below in sec. 3.4 and 3.5.

In the second case, the Customer shall communicate the Product Ticket to the VAR according to procedures set forth by the VAR, and VAR shall be responsible for the Product Support as **“First-Level Support Provider”** vis-à-vis the Customer, with assistance provided by PTV vis-à-vis the VAR as **“Second-Level Support Provider”**. The Product Support provided by the First-level Support Provider and the Second-level Support Provider shall be referred to as First-level Support Services and Second-level Support Services, respectively. The respective responsibilities assigned to PTV and to the VAR are further detailed in the following two sections.

3.2.1 First-level Support Service

The First-level Support Provider (PTV or VAR as specified in the Agreement) is the only point of contact for any communication with the Customer.

The First-level Support Provider is responsible for the recording, prioritizing and monitoring of the Product Tickets and for the correction of the Product Errors, within the boundaries of its technical expertise. The First-level Support Provider will:

- a) establish an efficient communication channel with the Customer, such as a web-based ticketing system offering in particular a time stamp and recording features,
- b) verify that the Product Ticket qualifies,
- c) analyze the Product Error, narrow down its root causes,
- d) collect additional information, data and documents that are necessary to analyze and remedy the Product Error,
- e) advise the End-user on the handling and circumvention of the error, when relevant and possible,
- f) correct issues that can be fixed with the technical means and skills of the First-level Support Provider,
- g) forward the Product Ticket to PTV for issues that exceed the technical means and skills of the First-level Support Provider, and provide all necessary information and assistance to enable PTV to remedy the Error,
- h) facilitate the installation of any Workarounds or Permanent Solution provided by PTV,
- i) provide the End-user with regular feedback on the status of any activities and rectification efforts of both First-level Support Provider and the Second-level Support Provider.

The First-level Support Provider shall designate in its organization a specific team in charge of First-level Support Services and an escalation mechanism to resolve crisis.

The First-level Support Provider shall gather and analyze with great care the nature of the issue and the underlying root cause, with consideration of what the End-user is trying to accomplish so that time is not wasted on attempting to solve a symptom instead of a problem. Once identification of the underlying problem is established, the First-level Support Provider can begin sorting through the possible solutions available, such as verifying physical layer issues, resolving username and password problems, restarting and uninstalling/reinstalling basic software components and applications, verification of proper hardware and software set up, and assistance with navigating around application menus. If all primary methods have failed, the First-level Support Provider shall document both the issue and the first correction attempts and shall consider engaging the assistance of the Second-level Support Provider.

3.2.2 Second-level Support Service

The Second-level Support Provider (PTV) is responsible for the Product Support which the First-level Support Provider is unable to handle with its own technical means and skills. The Second-level Support Provider may only be contacted by the First-level Support Provider, not by the End-user himself.

The level of expertise on the Software is greater with the Second-level Support Provider than it is with the First-level Support Provider.

The Second-level Support Provider will

- a) advise the First-level Support Provider on the handling and circumvention of the error (if possible),
- b) initiate activities directed towards mitigation and remediation of the issue, firstly with the provision of a Workaround if relevant, then with a Permanent Solution.

3.3 PTV's Global Helpdesk Portal

Regardless of the organization (PTV providing Product Support directly to the Customer or PTV providing Second-level Support Service to VAR) and regardless of the geographical location, PTV Product support is to be contacted by posting a Ticket into PTV's global Helpdesk portal under: <https://helpdesk.ptvgroup.com/>

3.4 PTV's Regional Support Centers and Service Hours

PTV's Helpdesk will process the tickets by mobilizing resources located in various geographical areas ("**Regional Support Centers**") during the Service Hours applicable to the concerned Regional Support Center. The Service Hours usually amount to 40 hours a week during weekdays (excluding national or provincial holidays). The exact Service Hours applicable to each Regional Support Center will be notified by PTV from time to time and may be revised at PTV's discretion.

PTV will assign a specific Regional Support Center to the Customer with consideration of geographical, technical and linguistic parameters.

Product Tickets reported outside of the Service Hours shall be handled from the beginning of the following applicable Service Hour. If an error cannot be processed and resolved during a particular Service Hours session, its processing shall be suspended at the end of the session and shall resume at the beginning of the following Service Hour session.

3.5 PTV Reaction Times

Regardless of the organisation (PTV providing Product Support directly to the Customer or PTV providing Second-level Support Service to VAR), PTV's Regional Support Center will endeavour to solve the notified Product Errors in the best possible time.

The Response Time committed by PTV is as stated in the table below:

Error category	Response Time
1	4 hours
2	6 hours
3	One week
4	Above one week

The beginning of Response Time corresponds to the time at which the Ticket has been logged into PTV's Helpdesk Portal or, in case the Ticket is logged outside the Service Hours, to the beginning of the following applicable Service Hour.

The Error shall be processed during Service Hours. The processing of the Error shall be suspended at the end of a Service Hours session and shall resume at the beginning of the following one, until such time that it is solved. Accordingly, time elapsed outside of the Service Hours shall not be included in the Response Time.

PTV does not commit to Resolution Times. The processing of the Error starts with the acknowledgement of the Ticket, continues with its analysis and concludes with the definition and implementation of a Permanent Solution or a Workaround Solution. Despite best efforts, the parties recognize that certain software programs and solutions are prone to errors which cannot be resolved as rapidly or as completely as estimated.