

CONCIERGE BOOKING 365

Software as a Service (SaaS)

MAINTENANCE- AND SUPPORT AGREEMENT



Maintenance- and Support Agreement

Software as a Service (SaaS) Agreement

This document sets forth the general terms and conditions for the support and maintenance (the **“Support Agreement”**) that apply to the use of the **“CONCIERGE BOOKING 365”** web-based software and mobile applications, associated application programming interfaces, integrations and the administration portal (the **“Platform”**) for the corporate entity that has, through its authorised representative, subscribed to use the Platform (by signing or in other ways in writing accepting an order form referencing this Agreement with Fischer & Kernn or its authorised re-seller (an **“Order Form”** or a **“PO”**) **“User”**).

If the User does not agree to this Support Agreement, then it must not use, and shall immediately stop using the Platform.

1 SCOPE OF THE SUPPORT AGREEMENT

- 1.1 When purchasing a subscription to the Platform, you have a standard service level included free of charge where your Fischer & Kernn dedicated contacts can get help by contacting our support. A support package will automatically renew together with your Platform subscription.
- 1.2 Support is defined by error and bug handling and questions about specific functionality, features and interfaces. Questions about the setup of integrations, advice on how to use the Platform according to the Customer’s processes and broader concept introductions are not considered part of the free support and will be charged as professional services after agreement with the Customer.
- 1.3 This Service Agreement does not include 1st level (end-user) support.

2 SUPPORT WINDOW:

- 2.1 2nd level support is available and provided by e-mail at support@fischerkernn.com, on business days from Monday to Friday (Danish public holidays excluded) in the period from 9AM to 4PM CET/GMT+1 ((Fridays 9AM to 3PM CET/GMT+1).
Only skilled IT professionals adequately trained in the use of the Software can contact 2nd level support.
- 2.2 The Customer may follow-up on already created incidents by telephone (+45 33 27 97 97) provided that request has been made via the above e-mail address, if the Customer believes the solving of the Incident to be urgent. It is not possible to submit new incidents via telephone.

3 SERVICE LEVELS

- 3.1 The Customer shall receive a confirmation e-mail within 1 hour from Fischer & Kernn receiving the Incident by e-mail.
- 3.2 Fischer & Kernn shall begin troubleshooting the Incident within 4 hours of receiving a proper description of the Incident by e-mail.
- 3.3 The Customer is to receive updates on progress with a minimum frequency of every 24 hours until the incident is resolved be it permanently or by a work-a-round. The update(s) will be sent to a single email address as informed by the Customer.

- 3.4 All Incidents shall be resolved by remote support, unless Fischer & Kernn decides that Fischer & Kernn needs to be on-site or involve a partner, such as Microsoft to solve the Incident.
- 3.5 The Customer shall allow and support remote access in case it is deemed necessary by the support team.
- 3.6 The Support and any related documentation is delivered in English language.
- 3.7 If the Customer reports a non-significant error Fischer & Kernn will confirm the receipt of the error and will fix the non-significant error in one of the next updates.
- 3.8 Support does not cover any tasks, updates, incidents, problems, issues or errors caused or required by updates or changes caused by a 3rd party (such as Microsoft Corporation). Any work performed in relation to these tasks, issues or incidents will be charged according to time and material as professional services.
- 3.9 Support does not cover the Customer's IT-systems, IT-infrastructure, hardware, networks or other applications/software even if supported by the Platform. Any work performed in relations to these areas will be charged as professional services and as time and material.
- 3.10 Support and maintenance of delivered integrations shall be part of the standard support agreement, when the changes or updates are required due to a change made or caused by the Platform. In the event the change or update is required due to a change in the Customer's environment or 3rd party software, the work delivered will be chargeable as professional services, based on separate quotations.

4 PRIORITIZATION AND RESOLUTION TIMEFRAME

- 4.1 This section describes a bug prioritization and resolution timeframe policy, outlining how reported issues are categorized based on their severity and the expected timeframes for resolution.
- 4.2 Bugs are categorised to be fixed as described below:
 - Low priority bugs involve non-critical issues or inquiries that have a minimal impact on the user's ability to work or operate effectively, will be addressed within two (2) months from receipt
 - Normal priority bugs have a noticeable impact on the user's ability to work and may involve technical glitches, moderate functionality concerns, or requests for assistance that do not impede the user's workflow significantly, will be addressed within twelve (12) days from receipt
 - High priority bugs involve more critical issues that significantly affect the user's ability to work or operate effectively and relate to system failures, major functionality problems, or urgent requests for assistance, will as far as possible, be addressed within 2 business days from commencement of the first business day following the receipt
 - Urgent priority bugs involve severe issues or emergencies that cause significant disruptions to the user's workflow and may involve complete system outages, security breaches, data loss situations, or other critical incidents that require immediate intervention, will as far as possible be addressed within 1 business day from the receipt

5 AVAILABILITY

- 5.1 The definition of downtime is that the Platform is unavailable for the end users and has not been advertised as excused downtime as defined below.
- 5.2 Fischer & Kerrn's service level objective for hosting services for the Platform availability is 99% or higher when calculated as average performance per quarter in a calendar year during normal business hours in the region of the data center.
- 5.3 To initiate a claim for downtime compensation, you must contact Fischer & Kerrn with the following information: (a) Company name and contact information; (b) the date and beginning/end time of the claimed outage(s); and (c) a brief description of the characteristics of the claimed outage(s). You will be notified within 10 days of the request with the resolution of the request. If rejected, the notification will specify the basis for rejection. If approved, Fischer & Kerrn will issue a compensation to your account calculated as a percentage ("Weighting factor") of the total hosting fee in the calendar quarter in which the outage occurred. This compensation will be deducted from the next invoice issued.

6 SCHEDULED DOWNTIME

- 6.1 Regular maintenance of the Platform and updates of the servers will be for all customers and is not seen as unavailability as described in the paragraph about Downtime. During our excused downtime, you should be aware that access to the Platform will be closed down for a limited period (preferably during night-time, in the time zone of the region of the data center, if possible). When extra ordinary maintenance is scheduled, the contacts/responsible(s) will get a written notice prior to the excused downtime, minimum five (5) working days in advance.
- 6.2 Minor outage up to ten (10) minutes during the night-time (between 22PM – 05AM in the time zone of the region of the data center) can occur when we release normal updates to the Platform. This is seen as an excused downtime although not announced prior to the update.
- 6.3 Fischer & Kerrn reserves the right to move your application to another server in our hosting environment for operational reasons which are also seen as excused downtime. Fischer & Kerrn strives to give at least ten (10) working days written notice. Fischer & Kerrn cannot be held responsible for any external expenses you might have regarding the move.

7 TECHNICAL REQUIREMENTS - CLIENT

- 7.1 The Platform is web-based and compatible with most common operating systems (MS Windows and Mac OS, iOS, Android). The users must be connected to the Internet to have access to the Platform.

8 SUPPORTED APPLICATIONS

- Microsoft Outlook Classic
- Microsoft New Outlook for Windows
- Microsoft Outlook Web Access
- Microsoft Teams
- Microsoft 365
- Microsoft Exchange
- iOS and Android for mobile devices

9 BROWSERS

9.1 As default, Fischer & Kernn supports the latest two versions of the below internet browsers:

- Google Chrome
- Microsoft Edge
- Mozilla Firefox
- Safari

Certain minor features might not work as expected in all supported browsers depending on the technological feature set of each individual browser.

9.2 Fischer & Kernn recommends keeping the browser and operating system updated with the latest browser versions for security reasons and for the future versions of the Platform, which might support newer technology than current. The browser must be configured to enable JavaScript and allow cookies for the software to work as intended.

10 API's

10.1 Fischer & Kernn provides an API for customers to integrate with our application. We will make reasonable efforts to maintain existing API functionality and ensure that any new functionality or new API calls do not break existing use of the API. Yet, we reserve the right to add new API calls and logic at any time, without prior notice. Customers acknowledge and accept that any modifications or additions to the API may impact on their integration and that they assume all risks associated with such integration. Fischer & Kernn shall not be responsible or liable for any disruptions, malfunctions, or other issues that may arise due to changes in the API, provided that such changes do not break existing use of the API. Customers may be required to update their integrations to incorporate new API functionality.

11 User Interfaces

11.1 Fischer & Kernn reserves the right to make changes to the user interface of the application at any time, without prior notice. While we strive to ensure that such changes do not impact the functionality of our application, we cannot guarantee that they will not have an impact on customers who have integrated with our application. By using our application and integrating via other solutions, customers acknowledge and accept that they assume all risks associated with such integration. Fischer & Kernn shall not be responsible or liable for any disruptions, malfunctions, or other issues that may arise because of changes to the user interface.