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 & Kerrn or its authorised re-seller (an "Order Form" or a "PO") "Customer").

If the Customer 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 cf. clause 2 included free of charge, where your Fischer & Kerrn 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 standard 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 REQUESTING SUPPORT:

2.1 We expect that only IT professionals trained in the use of the Platform will contact our service desk. Normally the Customer's end users should not contact our service desk directly – instead end users should contact the Customer's own support function.

2.2 New support requests must be submitted by e-mail to support@fischerkerrn.com describing the nature of the issue and attaching relevant screenshots, logs, recordings etc. New support requests cannot be submitted by phone.

2.3 After submitting the request by e-mail, an automated confirmation receipt will be sent back inside of one hour. In case of urgent issues, follow-up can be done by e-mailing support@fischerkerrn.com or calling by phone on +45 33 27 97 97.

2.4 Opening hours on official business days in Denmark:

- Monday - Thursday: 9:00 to 16:00 Danish local time
- Friday: 9:00 to 15:00 Danish local time

3 SUPPORT COVERAGE

3.1 The following is covered by the support agreement:

- Technical assistance in case of errors or bugs in the Platform.
- Usability questions related to standard functionality in the Platform.

3.2 Fischer & Kerrn will work on issues remotely and might request remote control to assist with troubleshooting, unless we specifically determine that we or a partner needs to come on-site.

3.3 The following is specifically NOT covered by the support agreement (instead we provide the option of purchasing our Professional Services):

- Usability questions related to how the Platform must or should be used in relation to the Customer's specific processes and/or configuration.
- Guidance in how the Platform and its integrations must be configured to work correctly in the Customer's specific environment.
- Repeatedly asking for guidance and instructions on how to use the Platform where it becomes clear that a training course is needed.
- Any tasks, updates, incidents, problems, issues or errors caused or required by updates or changes caused by Customer's third party or a third party beyond Fischer & Kerrn's control (such as Microsoft Corporation).

3.4 The Customer shall allow and support remote access in case it is deemed necessary by the support team.

3.5 The Support and any related documentation are delivered in Danish or English language.

3.6 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.

3.7 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.

3.8 Support and maintenance of customer-specific integrations, such as the specific integration with the Customer's financial system, are not covered by the Agreement and therefore chargeable as professional services, based on separate quotations.

4 SERVICE LEVELS

4.1 This section describes the service levels with a bug prioritization and resolution timeframe policy, outlining how reported issues are categorized based on their severity and the expected timeframes for resolution.

Priority	Description	SLA

Critical	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	• The Customer shall receive a confirmation e-mail within 1 hour from Fischer & Kerrn receiving the Incident by e-mail. • Troubleshooting starts within 2 business hours of receipt. • Will be worked on continuously during business hours until addressed. • Will as far as possible be addressed within 1 business day of receipt. • Progress updates every 4 business hours
High	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	• The Customer shall receive a confirmation e-mail within 1 hour from Fischer & Kerrn receiving the Incident by e-mail. • Troubleshooting starts within 4 business hours of receipt. • Will be worked on continuously during business hours until addressed. • Will as far as possible be addressed within 2 business days of receipt. • Progress updates every 6 business hours
Normal	Issues that 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	• The Customer shall receive a confirmation e-mail within 1 hour from Fischer & Kerrn receiving the Incident by e-mail. • Troubleshooting starts within 4 business hours of receipt. • Will be addressed within 12 business days of receipt.

Low	Non-critical issues or inquiries that have a minimal impact on the user's ability to work or operate effectively	• The Customer shall receive a confirmation e-mail within 1 hour from Fischer & Kerrn receiving the Incident by e-mail. • Troubleshooting starts within 4 business hours of receipt. • Will be included in a release within 2 calendar months of receipt.

4.2 Fischer & Kerrn assigns priority on receipt; the Customer may request reclassification with justification.

4.3 Time spent awaiting information, remote access or decisions from the Customer is excluded from the resolution timeframes.

4.4 "Addressed" means that Fischer & Kerrn has provided either a permanent correction or a workaround that restores the Customer's ability to work. Where a workaround is provided, the underlying error is scheduled for permanent correction in a subsequent release, and Fischer & Kerrn will inform the Customer of the expected release.

5 SYSTEM AVAILABILITY

5.1 The service level Platform availability objective is 99% as calculated uptime per quarter in a calendar year during normal business hours in the region of the data center hosting the specific Customer's instance of the Platform.

5.2 Regular maintenance where we update the software of the Platform can occur nightly between 22:00 to 5:00 in the data center's time zone. During regular maintenance, the Platform might see minor outages of up to 10 minutes of duration.

5.3 The general status of the Platform along with public announcement of general issues can be seen at https://status.conciergebooking.online.

5.4 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.

5.5 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 ten (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 fees payable for the affected service 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 regular maintenance shall be carried out outside business hours that minimally disrupt business operations 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 by providing reasonable advance notice and where possible coordinate the migration process with the Customer. Fischer & Kerrn shall 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, except to the extent such expenses are reasonably incurred as a direct result of Fischer & Kerrn breach of this Agreement, negligence, or failure to provide the required notice.

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 & Kerrn 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.
To access and manage catering orders via a web browser on a tablet/touch display, the device used must have a screen resolution of at least 1024 × 768 pixels.

9.2 Fischer & Kerrn 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 & Kerrn provides an API enabling the Customer to integrate with the Platform.

10.2 Fischer & Kerrn shall use reasonable efforts to maintain existing API functionality and to ensure that new functionality and new API calls do not break or materially impact the Customer's existing use of the API, provided that the Customer uses the API as intended and as documented.

10.3 Fischer & Kerrn may add new API calls and logic at any time without prior notice, provided this does not materially affect the Customer's existing integrations. Where a change to the API may materially affect the Customer's existing integrations, Fischer & Kerrn shall give reasonable prior written notice and in any event no less than [30] days before the change takes effect.

10.4 The Customer is responsible for its own modifications to, and integrations built on the API, and for updating them to accommodate new API functionality. Fischer & Kerrn is not liable for disruptions, malfunctions or other issues arising from the Customer's integrations, except to the extent caused by Fischer & Kerrn's breach of clause 10.2 or 10.3.

11 USER INTERFACES

11.1 Fischer & Kerrn may make changes to the user interface of the Platform at any time. Where a change is likely to materially affect the Customer's end users' use of the Platform, Fischer & Kerrn shall give reasonable prior notice, and in any event no less than [30] days, by release notes or other written notice.

11.2 Fischer & Kerrn shall use reasonable efforts to ensure that such changes do not materially impact the functionality of the Platform.

12 BACKUP AND DATA EXPORT

12.1 **Backup and restoration:** All of the Customer's data is continuously replicated to multiple servers to protect against data loss resulting from hardware failure and similar events. Backup and restoration are therefore, as a general rule, used only in exceptional disaster situations (disaster recovery).

12.2 The Customer's data store is backed up daily to an external backup service. Backups are retained for seven (7) days.

12.3 Should restoration from backup become necessary, a manual restoration process will be initiated by Fischer & Kerrn's technicians. In such case, the Customer should expect downtime of one (1) to two (2) business days, depending on the specific configuration of the Customer's Concierge Booking 365 environment. Incidents resulting in data loss are handled with priority Critical, cf. Clause 4.

12.4 **Data Export (data return) upon termination:** The Customer may export its data itself via the Platform's public API in JSON format. The API documentation is available at the path https://<server>/<instance>/api/docs. The Customer's own export of data via the API does not incur any separate charges.

12.5 In the event of a transition to another solution, Fischer & Kerrn offers consultancy assistance with data export as well as any assistance with conversion to the other solution's data format. Such assistance is invoiced as professional services on a time-and-materials basis.

Document updated November 2026