General Terms and Conditions
of INFORM Institut f. Operations Research und Management GmbH (hereinafter "INFORM")

for

the products SYNCROTESS and SYNCROSUPPLY in the Cloud

Last updated: March 2022

§ 1 Scope

(1)   These General Terms and Conditions (hereinafter "Terms") as in force at the time of conclusion of the contract regulate the time-limited provision of the software product selected in the order (hereinafter the "Software") on the internet exclusively to companies (hereinafter the "Customer"; INFORM and the Customer together the "Parties"). These General Terms and Conditions, including their annexes, form the contract together with the individual information and ordering data of the Customer.

(2)   The Customer can at the conclusion of the contract decide between different versions of the Software and optional add-on packages. The applicable parameters such as scope of support, amount of fee, period of storage of transaction data processed with the Software are notified to the Customer in the contract.

(3)   The contract is the only binding document. There are no additional oral agreements between the parties. Terms and conditions of the Customer which are inconsistent or in conflict with the present General Terms and Conditions shall not apply; this applies even if INFORM does not expressly reject the terms and conditions of the Customer. In case Customer and INFORM agree upon individual contract terms and conditions such terms and conditions shall prevail with regards to these Terms and Conditions.

(4)   INFORM has the right to change these General Terms and Conditions. New versions of the Terms shall be communicated to the Customer in writing or by e-mail, highlighting the changes. They shall take effect if the Customer does not object to the new version in writing within six weeks of receipt of the notification of change. The consequences of its inaction must be explicitly stated to the Customer in the notice of change. If the Customer rejects the revised General Terms and Conditions, the contractual relationship shall continue on the original Terms, but may be terminated by INFORM for good cause with a period of notice of three months.

§ 2 Conclusion of the Contract

(1)   The description of the Software on the website is not a legally binding offer from INFORM, but only a non-binding invitation to the Customer to submit an offer for its part. With the conclusion of the order of the Customer by clicking the order button, the Customer makes a binding offer to conclude a contract. Before concluding the order, the Customer can on a separate page check its order and contract data again and if necessary make corrections (e.g. selecting another Software version).

(2)   INFORM shall acknowledge the receipt of the electronic order of the Customer by sending an automatic confirmation of receipt by e-mail. This confirmation does not constitute a binding acceptance of the Customer's offer. It merely serves to inform the Customer of the arrival of its order. The contract is only concluded with the activation of Customer account. INFORM is free to not accept orders from the Customer; the decision is at the sole discretion of INFORM.

(3)   After an electronic order from the Customer, the individual order and contract data of the Customer of INFORM are stored on the website of INFORM. INFORM is entitled to contact the Customer to prove his identity and clarify any questions about the order. The Customer can inspect and supplement order and contact data after activation of its Customer account with the role "Company Admin" through the user interface of the Software. In addition, each Customer is again sent after approval a summary of the order and contract data (together with the Terms included in the contract). The version of these General Terms and Conditions currently in force is also available and printable on the INFORM website at all times. Contracts via the website are concluded in German and/or English.

§ 3 Special Provisions During the Trial Period

(1)   The contract period begins with a Trial Period during which the Software can be used free of charge. The term of this Trial Period is specified in the order and may be extended by INFORM upon Customer's request in particular cases.

(2)   During this Trial Period the Customer may use the unrestricted functionality of the selected Edition, build up the operational master data and test the workflow. The contract data needed for subsequent invoicing should be completed until the first turn of the month to ensure the smooth operation even in this process.

(3)   The Customer will be made aware of the end of the cost-free Trial Period in due time by e-mail. Until the end of the Trial Period both Parties shall have the right to termination this contract for cause without notice. In deviation of the other provisions of this contract, for such termination during the Trial Period the textual form is sufficient, meaning that – for example - the consignment via e-mail to cloud-support@inform-software.com shall be valid and binding.

§ 4 Main Services; Functionality of the Software

(1)   INFORM provides the Customer for the duration of the contract the Software in the currently released version within the agreed availability (see. SLA in Annex B) for use via the internet. There is no permanent release of the Software (purchase). In addition to the Software, the Customer is given electronic user documentation as online help in German.

(2)   If INFORM, during the contract period, develops additional modules, language versions and/or new features of the Software, it may include them in its sole discretion in the standard Software and provide them to the Customer (e.g. as part of a regular update) without additional compensation or offer them separately to the Customer for a corresponding increase in the fee as part of new versions or chargeable additional packages. The Customer is not entitled to free provision of such newly developed modules, language versions or functionalities.

(3)   INFORM provides the Customer during term of the contract with space in an external data centre to store its transaction data processed with the Software (hosting). The data is secured via the period applicable to the version of the Software chosen by the Customer on external servers that are operated on behalf of INFORM by third parties. The cost of storing the transaction data is covered by the uniform fee. The Customer is not entitled to allow a third party, for consideration or not, to use the space in whole or in part.

(4)   INFORM is entitled to have the contracted services provided by third parties as subcontractors, and in particular INFORM uses the external data centre where it keeps the Software for use and the transaction data of the Customer is stored.

(5)   In the context of the continuous improvement and development of the Software during the contract period, functions and services shall be added, altered or eliminated, unless this leads to a significant restriction of the contracted services, the purpose of the contract is threatened and as a result the adjustment is not reasonable for the Customer .

§ 5 Granting of Usage Rights

(1)   The copyright and other intellectual property rights in the Software, including user documentation, are the exclusive property of INFORM in relation to the Customer. The Customer only receives the simple rights to use the Software described in more detail below.

(2)   The Customer receives regarding the Software a non-exclusive, non-transferable, non-sublicensable and time-limited right to use the Software for the term of the contract and only for its own business purposes. All additional rights, especially the rights of reproduction, dissemination, including (further) leasing, processing and public access remain with INFORM. The Software may exclusively be used by the Customer for the purposes of the contract; the intended use of the Software is described in detail in the corresponding description of the applications on the INFORM website. Any deviation from the intended use of the Software is inadmissible.

(3)   The Customer is not entitled to use the Software for business purposes of third parties or have it used by third parties for themselves or make it available to third parties. This does not apply to third parties which, in the written order of the Customer, are entrusted with activities in the context of the implementation of the transactions of the Customer.

(4)   The transaction data belong to the Customer. He grants INFORM all the rights to the data transmitted by it necessary for fulfilling the contract, in particular for storing and processing its transaction data. Furthermore INFORM receives from the Customer the right to use transaction data processed with the Software for analysis and benchmarking purposes on an anonymous basis and merge it with other data, reproduce it and process it. INFORM thereby ensures that the Customer, on any publication of the results for third parties, is not (even indirectly) identifiable. Any other use of the transaction data by INFORM or transfer of non-anonymised transaction data to third parties is not permitted.

§ 6 Services

INFORM performs during the term of this contract the services described in detail in this § 6 and - unless otherwise stated below - covered by the single transaction fee:

(1)   INFORM shall provide the Customer with the Software during the contract period under the agreed availability (see SLA in Annex B) in a form operational for use and shall service it. The Customer will be centrally provided during the contract period by INFORM with generally released updates of the Software.

(2)   For questions about the application and use of the Software, the Customer shall during the term of its contract have access to online help in the Customer portal. In the event of faults and errors, which prevent the use of the Software in whole or in part, the Customer can contact the service e-mail address cloud-support@inform-software.com. If the Customer uses the Enterprise Edition of the Software, it also has access, on the occurrence of usage-preventing faults and errors, to a hotline. Details can be found in the latest available version of Annex B - Service Level Agreement (SLA).

(3)   The Customer will describe occurring faults and errors in the Software in sufficient detail that they can be reproduced and understood by INFORM. Duly issued error messages will be resolved by INFORM within its maintenance responsibility as detailed in § 8 and the provisions of the SLA in Annex B.

(4)   At the request of the Customer, INFORM shall provide optional advisory and support services for the introduction and application of the Software, such as configuration support, training of the Customer or commissioning support staff. This also includes the individual provision of all stored transaction data in a form specified by the customer. These services are provided by INFORM in line with the Customer's requirements and in accordance with the applicable year's price list or the INFORM training conditions and charged separately according to cost.

§ 7 Responsibility and Cooperation of the Customer

(1) The Customer shall provide all cooperation services required for use of the Software, especially the services listed and described in this § 7 and the Annexes in detail.

(2) The Customer is responsible for ensuring the satisfaction, as necessary for the contractual commissioning and use of the Software and as described by INFORM in Annex A, the technical minimum requirements of the hardware and software used and its internet connection. The Customer is itself responsible for procurement of a suitable internet browser, with which access to the Software is possible. The Customer may not use any software or other technical facilities that could jeopardize the functioning of the Software. In particular the Customer is not allowed to gain access with other technical means than those listed in Annex A to the Software and its transaction data.

(3) The Customer agrees not to store content on the memory whose transmission, storage or use is prohibited by law or agreements with third parties (e.g. for secrecy). The Customer shall not manipulate the Software and store any data on the servers of INFORM that damages or jeopardises the Software, the servers, the other IT infrastructure or data of other customers. It shall also not use the data of other customer and not load the space provided with exceptionally large data volumes that are not required to process its transactions.

(4) The Customer bears the sole responsibility for compliance with all legal requirements for its transaction processing and the storage, custody and archiving of its transaction data. This includes compliance with the retention periods of general commercial and tax law as well as, if applicable, compliance with specific (e.g. industry-related) obligations and deadlines (e.g. for certain environmental data). The Customer shall take, within its duty to mitigate damages, reasonable measures in the event of data loss, especially by regular review of its own IT systems and the regular production of backup of its transaction data processed with the Software through the export function provided by INFORM for this purpose.

(5) Costs incurred by INFORM for the absent, delayed or improper intervention of the Customer, in particular through the use of antiquated or incorrect interfaces, mishandling of the Software, data which is incorrect, incomplete, inconsistent, outdated or not consistent with the requirements of INFORM or scheduling delays caused by the Customer shall be charged to the Customer separately at cost according to the valid price list of INFORM for the year. Further rights of INFORM remain unaffected.

§ 8 Warranty

(1) INFORM does not warrant the results and expenditure achieved with the Software, in particular their timeliness, correctness, quality and completeness, insofar as they are based on Customer input. The transaction data entered by the Customer is not checked or corrected either by INFORM or by the Software for accuracy.

(2) INFORM warrants that the Software meets the product description on the website www.inform-software.com and the user documentation and is free of third-party rights that prevent or restrict the contractual use of the Software. Claims may only be made by the Customer due to defects that are reproducible or can be intelligibly described by the Customer. A defect is in particular not functional limitations of the Software resulting from the hardware or software environment of the Customer, invalid data, improper use or other circumstances derived from the responsibility of the Customer. INFORM shall not accept liability for links of the Software not created by INFORM to the systems of the Customer.

(3) Properly alleged defects of the Software shall be removed by INFORM during the term of this contract within the scope of the maintenance and repair obligations covered by the fee, within a reasonable period and as detailed in the SLA in Annex B.

(4) The right of termination pursuant to § 543 para. 2 no. 1 BGB may only be asserted by the Customer if it has previously given INFORM an appropriate written period of at least two weeks for subsequent performance and the deadline has passed without result.

(5)   Damages and compensation for wasted expenditure shall be paid by INFORM only within the limits of § 9.

§ 9 Liability

(1)   If INFORM perform services for the Customer without the need for remuneration, e.g. the release of the Software during an unpaid test phase, INFORM shall only be liable for intentional or grossly negligent violation of duty.

(2)   For defects in the Software that were already present at the conclusion of the contract, INFORM shall, contrary the statutory provision of § 536 BGB, be liable only if INFORM is responsible for such defects.

(3)   Notwithstanding the above, Inform shall be liable for damages for any legal reason only in accordance with the following provisions:

a.   Wilful misconduct and gross negligence

Unlimited liability for damages caused by the wilful misconduct or gross negligence of INFORM or its vicarious agents ("Erfüllungsgehilfen") or legal representatives ("gesetzliche Vertreter").

b.   Personal injuries

In the event of damage resulting from injury to life, body or health, liability shall be unlimited, even in the event of a negligent breach of duty ("einfach fahrlässige Pflichtverletzung") by INFORM or a legal representative or vicarious agent of INFORM.

c.   Organisational fault ("Organisationsverschulden") and guarantee

Liability is also unlimited in terms of amount for damages caused by serious organisational fault of INFORM and for damage caused by the absence of a guaranteed quality ("garantierte Beschaffenheit"), guaranteed performance ("garantierter Leistungserfolg") or the assumption of a procurement risk ("Beschaffungsrisiko").

d.   Breach of essential contractual obligations ("wesentliche Vertragspflichten")

In the case of material and financial losses caused by the negligence of INFORM and its vicarious agents or legal representatives are liable for the violation of essential contractual obligations if none of the cases mentioned above in a. to c. and in f. is given, but the amount is limited to the damage foreseeable and typical ("vorhersehbare und vertragstypische Schäden") for the contract at the time of conclusion of the contract but limited to the amount of the net amount of this contract ("Netto-Auftragssumme"); essential contractual obligations are those whose fulfilment characterizes the contract and on which the customer may rely.

e.   Disclaimer of liability

Any further liability for damages, in particular liability without fault, is excluded.

f.   Product Liability Act ("Produkthaftungsgesetz")

Liability under the Product Liability Act remains unaffected.

g.   Contributory negligence ("Mitverschulden")

If damage is attributable both to fault on the part of INFORM and to fault on the part of customer, customer shall have his contributory negligence taken into account.

h.   Data security

The customer is responsible for the regular backup of his data. In the event of data loss for which INFORM is responsible, INFORM shall therefore be liable exclusively for the costs of copying the data, the backups to be made and for the costs of restoring the data, which would also have been lost if the data had been properly backed up, unless a case mentioned in letters a. to c. and f. exists.

§ 10 Secrecy; Access Data; Data Protection; Data Security

(1) The Parties mutually agree to treat confidential information and documents of the other Party, which are either clearly to be regarded as confidential or are designated by the other Party as confidential, as business and commercial secrets. The Customer shall in particular treat all programs, documentation, and other documents made available by INFORM as business and commercial secrets of INFORM and not disclose them to unauthorised third parties.

(2) The Software may only be used by employees of the Customer as well as third parties commissioned in writing by the Customer which support the customer in the implementation of its workorder (in case of using SYNCROSUPPLY for example the logistics service providers or freight forwarders of the Customer). Such third parties must provide a secrecy commitment in writing before accessing the Software. Other third parties may not enable the Customer to use the Software and gain access to the cloud interface either directly or indirectly.

(3) The Customer may not pass on its personal login data regarding the Customer account or to the cloud interface of the Software to any unauthorised third party. All access data must be stored and protected in such a way that others cannot access it. The Customer shall notify INFORM promptly if there is a suspicion that unauthorised third parties might have gained knowledge of them. In the event of suspicion of unauthorised access to the data by third parties, INFORM is authorised temporarily to block access of the Customer to its Customer account or to the cloud interface of the Software.

(4) INFORM uses an external data centre or data centre operator to perform its contractual obligations. The Customer has no right to the involvement and use of a specific data centre operator. INFORM shall, however, always make sure that the data centres used are within the EU and that - according to the information of the computer centre operator - a transfer of Customer data to countries outside the EU does not take place. The browser connection to the data centre shall be SSL encrypted. The relevant security procedures in the external data centre include, in particular, physical security, logical security, operational security and data protection.

(5) The Customer processes and stores with the hardware and Software provided only its own operational transaction data. If the data provided to INFORM by the Customer have a personal reference, the Customer is responsible as the responsible entity for compliance with data protection regulations. The Customer shall ensure that the relevant legal requirements for processing and transmission by INFORM are met. In order to ensure self-disclosure by the enduser in accordance with the European General Data Protection Regulation GDPR it has to be urgently ensure that input fields must be filled out purposefully and free text fields (e.g. remark fields) are not filled with any personal data, e.g. UserID, name, telephone number, email addresses, etc. If the Customer processes personal data with the Software, it must download the agreement for commissioned data processing made available by the INFORM on the website, sign it and send it to the following address at INFORM: INFORM GmbH, GB60, Pascalstr. 35, 52076 Aachen, Germany. INFORM is entitled to pass on the leased data for the purposes of the contract to the operator of each authorised external computer centre.

(6) Sensitive customer data and personal data are processed as part of the customer project. Not only for aspects of the software but also for the processing of the data the compliance with a security level based on ISO/IEC 27001 is aimed at. INFORM classifies information within customer projects as confidential, which includes appropriate measures for secure communication and data exchange between the customer and INFORM.

§ 11 Term and Termination

(1) The contract has an initial term until 31.12. of the calendar year following the conclusion of the contract. It is then extended in each case by another calendar year if it is not terminated by either Party with notice of three (3) months before the expiry of each period.

(2) An upgrade to a higher version and/or an entry of additional packages is possible at any time with an implementation period of usually one to three business days. The initial contract period is unaffected. A downgrade to a lower version is available at the end of each contract period and must be notified by the Customer at the latest one working week before the end of each contract period. With the entry

into effect of the conversion, the level of remuneration for the following transactions is adjusted accordingly.

(3)   The right of both Parties to a termination for cause remains unaffected. Such cause exists for INFORM especially if the Customer is in default of payment with a significant portion of the fee or in any other way breaches its material obligations arising from the contract. At its choice, INFORM, in the event of such a cause, can first temporarily block the Customer's access to the cloud interface of the Software as well as the Customer's access to its transaction data and invite the Customer with a reasonable deadline to remedy the breach of duty or fulfil the contract. Further rights of INFORM remain unaffected.

(4)   INFORM may also terminate the contract for cause at any time with immediate effect if the Customer has not performed any transaction requiring payment with the Software over a period of at least 12 months.

(5)   The Parties shall comply with all applicable export and import control regulations and shall observe all national and foreign trade restrictions. If one Party is unable to perform its obligations under the Agreement due to such restrictions, it shall have the right to terminate the Agreement without notice period. In this case, claims for damages are excluded for both Parties.

(6)   Any termination shall be invalid unless made in writing.

(7)   INFORM is not obliged to save the data of the Customer beyond the date of termination of this contract, archive it and/or reserve it for access by the Customer.

§ 12   Remuneration and Terms of Payment

(1)   The remuneration for the contractual services takes the form of a base fee plus a transaction-dependent usage fee (togeteher hereinafter "fee"). The transaction-dependent usage fee may be designed for usage fee per single transaction or staggered according to transaction blocks. The amount of the fee is based on the Software version chosen by the Customer on the conclusion of the contract, the selected additional packages and secondly the number of transactions/transaction blocks (in the sense of truck approach in SYNCROSUPPLY or workorder in SYNCROTESS registered by the Customer) which the Customer processes with the Software (pay-per-use model). The number of transactions shall be recorded and stored automatically and transparently by the system; the Customer can view the current number of its transactions at any time through its Customer account.

(2)   The fee shall be charged by INFORM monthly at the beginning of a calendar month for the previous month. If the invoice amount falls below the minimum amount of € 300, INFORM reserves the right to postpone the settlement of this amount into the subsequent billing cycle. The invoice shall be sent to the Customer as a pdf document by email to the email address entered by it in its Customer account.

(3)   INFORM has the right to adjust the base fee as well as the usage fee per transaction/transaction block by written or e-mail notice with a period of notice of six weeks to the end of the calendar year in accordance with the general price trend (taking into account the development of the German Consumer Price Index, see. www.destatis.de). This adjustment must not exceed the fee of the preceding calendar year by more than 10%. If an increase in the fee by more than 5% occurs, the Customer can cancel the contract with written notice of four weeks to the end of the calendar year.

(4)   Services that the Customer has to pay for separately at cost, shall be invoiced on a monthly basis at the beginning of the following month. Unless otherwise agreed in individual cases, the hourly rates of the latest annual price list of INFORM will apply. Travel times with on-site operations of employees of INFORM shall be recorded as working hours, summarised separately and invoiced to the Customer at cost. Travel costs and travel expenses shall be invoiced for the actual amount incurred.

(5)   All fee components are exclusive of the applicable VAT. Payments shall be made by the Customer within 30 calendar days from the invoice date. Objections to the invoice by the Customer must be submitted within 14 calendar days in writing from invoice date with a statement of reasons.

(6) If the Customer defaults on the payment of the fee, INFORM is entitled, after notice and a reasonable grace period (with a threat of blockage), to block access of the Customer to the cloud interface of the Software and the Customer's access to its transaction data until the complete settlement of all outstanding and payable invoices. Further rights of INFORM due to late payment (specifically an extraordinary termination of the contract) remain unaffected.

§ 13 Final provisions

(1) If the Customer agrees to be named as a reference client, INFORM is entitled to publish logos, brands and names of the Customer in reference lists and technical articles (in print and online format), possibly in conjunction with comments agreed in content (e.g. press releases). This approval may at any time be revoked in writing or by email to cloud-support@inform-software.com.

(2) Changes and additions to the contract shall be effective only in writing. The repeal of this written form requirement must also be in writing. The written form requirement under this contract is met by transmission by fax (but not by email, unless otherwise specified in this contract).

(3) If any provision of this contract is or becomes invalid or unenforceable, the validity of the remaining provisions shall not be affected. The invalid or unenforceable provision must be replaced by the Parties by mutual agreement with a commercially equivalent provision so far as possible. The same applies to contractual loopholes.

(4) The Customer may only transfer rights and obligations under this contract to a third party with prior written consent of INFORM.

(5) INFORM complies with the minimum wage law and commits itself to ensure that its subcontractors do the same.

(6) This contract shall be governed exclusively by the law of the Federal Republic of Germany, to the exclusion of the UN Sales Convention. The legal venue for all disputes arising out of this contractual relationship is Aachen.

Annex A - Technical Requirements

The following technical requirements for the use of the Software must be observed by the Customer or established and maintained during the contractual lifetime:

1. **Supported browsers**
    For access to the user interface of the Software, we recommend using the following browsers:
    *   Mozilla Firefox,
    *   Google Chrome,
    *   Microsoft Internet Explorer,
    *   Microsoft Edge oder
    *   Apple Safari

    in the latest version. Browser versions whose support by the respective manufacturer has expired are generally not supported.

    JavaScript execution and fading in of pop-up windows must be allowed and Compatibility Mode must be deactivated when using the Internet Explorer.

2. **Monitor resolution**
    The user interface of the Software requires a minimum monitor resolution of 1920 x 1080 pixel (HD-Format). At lower resolutions, full operation, for example, because of non-display of controls, cannot be warranted.

3. **Internet connection**
    A sufficient working speed is influenced by many factors. In addition to the infrastructure used (landline/mobile) to access the internet, the transmitted data volume in each case and the complexity of the Software, e.g. the simultaneous access of different system users, are also influential parameters. A general minimum bandwidth requirement for the internet connection cannot therefore really be defined.
    From the example of the use of SYNCROSUPPLY in the cloud it can be regarded as a rule of thumb that, for trouble-free operation the Software by up to 10 users simultaneously accessing from the same network at 100 truck approaches per day, the minimum requirement for the actually available download speed over the internet is 1 Mbit/s. At 1000 truck approaches, the requirement increases to 4 Mbit/s. The requirement for the upload rate is 10% of the download rate.

4. **Password policy**
    For security reasons, each user of the Software must choose a password which meets the usual security criteria. Appropriate rules and regulations when setting the password are predetermined by the Software. The conscious use of personal security-relevant information is the responsibility of each user.
    Multiple unsuccessful access attempts with the password shall result in the suspension of the user account.

Annex B - Service Level Agreement (SLA)

This SLA regulates the availability and fault processing of the Software.

A. Service Hours

The service hours are Monday to Friday 8:30 to 16:30, excluding german public or company holidays, as well as 24. and 31. December.

In the Enterprise Edition, the service hours can be expanded by adding a corresponding additional package up to a 24/7 service (24 hours, 7 days a week). Information about the reserved version and the reserved additional packages can be found in the order confirmation and on the user interface of the Software, such that contract information can only be seen by the user role "Company Admin".

B. Availability

INFORM warrants availability of the Software (including access to the transaction data stored by the Customer) at the output of the data centre authorised by INFORM of 99% on the calendar year average. Unavailability is assumed if the Software is not available to the Customer due to circumstances that are the responsibility of INFORM. Unavailability is in particular not to be assumed if due to

- incorrect operation or noncontractual use by the Customer,
- planned and announced maintenance,
- technical problems beyond the control of INFORM or
- force majeure

the Software is not available.

INFORM shall implement planned maintenance so far as possible outside the service hours and complete them by schedule and notify the Customer by email in such a way that they inconvenience the Customer as little as possible. Overall, the duration of scheduled maintenance work may not exceed 10 hours a month.

INFORM may limit the Customer's access temporarily if the security of network operations, maintenance of network integrity, the prevention of server network problems, the software, and/or data stored by the Customer so require. INFORM shall take such a decision in the legitimate interests of the clients with adequate consideration, inform the Customer of the measures taken immediately and take all reasonable steps as soon as possible to remove the access restriction again.

C. Troubleshooting

Communication

All communication on fault processing is carried out between the Customer administrator (user role "Admin") or his representative (as *Single Point Of Contact* on the part of the Customer) and the support team of INFORM, accessible via the service e-mail cloud-support@inform-software.com.

In the Enterprise Edition, the Customer administrator also has the telephone service hotline. The service hotline has the same service hours and service levels as for the email service.

Service Level

Each reported fault associate shall be associated with a service level. This is defined by the severity and urgency of the effects. An individual and non-automated response to a fault notice shall be made within the service time.

Fault class	Target solution after reaction	Description
1	8 hours (within the service time)	Total failure Non-availability
2	2 INFORM business days	Failure of partial functions e.g. requests for time slot bookings are not answered by the Software
3	1 business week	Limited operability e.g. master data cannot be maintained
4	After the notice	Slightly restricted usability e.g. wrong colouring or marking

If the fault notice of Customer arrives outside the service hours, the counting of the response and resolution times commences with the start of the service time of the next working day. If the fault report of the Customer arrives within the service hours, any residual reaction or solution time which has not expired at the end of the service time of that day continues from the start of the service time of the next business day.

Faults may only be reported to INFORM by the appropriately authorised contact of the Customer (Admin or representative); he acts with respect to INFORM as the *Single Point Of Contact*. The contact of the Customer must be qualified and familiar with the handling of the Software.

The Parties shall allocate properly reported faults by agreement to the fault class is described. In the event that the Parties cannot agree on the fault class, the binding classification is performed by INFORM, taking due account of the interests of the Customer.

The desired solution times do not begin until proper and complete notification of the fault (see above) by the Customer and the release of all the necessary and useful documents, information and data to INFORM, which are related to the fault and enable INFORM to analyse and reproduce the reported fault. Periods in which INFORM, for reasons not related to its own area of responsibility, is prevented from providing support services and/or in which INFORM is waiting for the provision of necessary cooperation services (see above) or the necessary decisions to be taken by the Customer, are disregarded when calculating the desired solution times.

Full Fault Notice

A fault notice must be complete. The following is the required information to be transmitted on availability and relevance.
In the subject line of the email:
- proposed fault class
- customer name and location
- tags of the fault.

In the body of the email there must be a short, concise description of the problem with the following details:
- A screenshot of the entire screen content. Important points should be highlighted.
- Exact date of occurrence of the fault, or the multiple or prolonged occurrence
  - First occurrence of the fault or
  - Frequency of the fault
- Course of the fault
  - Step by step description
  - Expected (normal) behaviour
- Examples with associated identifications. e.g.UserID, order number, etc.

Duty to Cooperate

To minimise the effects of faults, the Customer has the following duties:
- The Customer creates and maintains emergency plans for different interference scenarios.
- The Customer maintains master data and configurations. It makes sure that they are complete and correct and do not contain any logical inconsistencies.
- The Customer shall ensure that all entries in the applications are complete and correct and do not contain any logical inconsistencies.
- The Customer reports occurring faults immediately to the service email address.
- The Customer supports INFORM for troubleshooting and analysis to a reasonable extent.