

# Maintenance & Support Programme

## 1. Background

In order to provide you with the best possible service and up-to-date product patches, customers must purchase the Wiki Extensions with Maintenance & Support. The details of this Maintenance & Support Programme are given in this document.

## 2. Registration

Customers who purchase the Wiki Extensions receive a SIN (Support Identification Number) from BlueBridge, which should be quoted when requesting support. No further registration is necessary.

## 3. BlueBridge's Responsibilities

1. BlueBridge will undertake maintenance and support services for the customer according to the terms of this agreement, as long as the agreement is still in place. Customers are provided with new versions of the software, and BlueBridge (or its partners) will offer technical support. Further details of these two areas are given below.
2. The Maintenance & Support programme includes:
  - a. Upgrade Protection: During the term of this agreement, the customer will receive free upgrades to make sure they are working with the latest version of the software.
  - b. Email Support: Support requests can be sent to the email address given by BlueBridge, who will then endeavour to reply as quickly as possible, whether by email or by telephone. Note that although every reasonable effort will be made to provide assistance, BlueBridge cannot guarantee a resolution for every issue.
  - c. Prioritised Support: When requesting support, customers should provide their SIN so that they can immediately be identified as having a valid Maintenance & Support agreement with us. These customers will automatically receive prioritised support.
3. BlueBridge does not agree to offer the following:
  - a. Maintenance & Support outside of its usual business hours. These are based on the local time in Germany.
  - b. Maintenance & Support in other languages. BlueBridge will offer its services only in English or German.
  - c. Maintenance & Support services in cases where the customer does not use the Software in accordance with the terms set out in the End User Licence Agreement.
  - d. Maintenance & Support for cases when the software has been altered in any way from the form in which it was delivered by BlueBridge.
  - e. Maintenance & Support services for third-party software or software programs that are not part of the original order with BlueBridge by the customer.
  - f. Maintenance & Support for programs or parts of programs that are prerequisites for the installation of the software (e.g. Microsoft SharePoint), unless a separate

- support agreement exists between the customer and BlueBridge.
- g. Customisation of the software, as well as any templates and styles used by the software, unless a separate agreement has been made with BlueBridge.
  - h. Development of additional software or other applications.
  - i. Installation of the software (in whole or in part) or of any patches and upgrades.
  - j. Training and consulting for the optimal use of the software, except in cases where these services have been ordered separately. More information on our training and consulting services can be obtained from your BlueBridge contact.
  - k. Any additional services, especially those mentioned in points (g), (h), (i) and (j), require a separate, written agreement between the parties.
4. The customer must pay BlueBridge an annual fee to retain its Maintenance & Support programme status and to receive the services as given in Parts 1 and 2 of this agreement. This fee is calculated according to the following method:
- a. The annual Maintenance & Support fee is calculated as a percentage of the price paid in the original order for the software. The fee is due in advance on the first day of each licence year and an invoice will be sent to this effect.
  - b. BlueBridge maintains the right to change the percentage figure required as payment for Maintenance & Support services at any time, by giving at least 60 days' written notice to affected parties. These amended fees take immediate effect, so all future renewals would be calculated according to the new percentage. BlueBridge will not increase the percentage by more than 2% (e.g. from 20% to 22%) in a programme year. Customers receiving such a notification have the right to extraordinary cancellation of their contract within 30 days of having received notification.
  - c. If the Maintenance & Support agreement expires, it is possible to reinstate this at any time. When this happens, the Maintenance & Support fees for the missing time up to that date will be due. In this way, the total fees due remain the same, whether the Maintenance & Support agreement is extended each year or whether it is reinstated at a later date. For example: The software is purchased on 1<sup>st</sup> January 2012 and the automatic extension of the agreement is cancelled within the proper time frame so that it expires on 31<sup>st</sup> December 2012. If the agreement is reinstated on 1<sup>st</sup> March 2014, then the fees will immediately be due for the time periods of 1<sup>st</sup> January 2013 until 31<sup>st</sup> December 2013 as well as 1<sup>st</sup> January 2014 until 31<sup>st</sup> December 2014.

#### 4. Downgrade Rights

1. Customers are permitted to continue using an older version of the software, and so do not have any obligation to install updates and patches immediately.
2. Nonetheless, BlueBridge will generally only offer the most current version and gives no guarantee that it will be able to provide outdated versions.
3. BlueBridge reserves the right to refuse to give support for older versions of the software at any time. In these cases, the customer should install the latest version before BlueBridge is able to assist them.

BlueBridge Technologies AG, Buttenheim. March 2011.