



ADUNA SUPPORT TERMS

1. Definitions

In this Support Terms document the following definitions are being used, singular as well as plural.

- 1.1 **Agreement:** the applicable Aduna Order Form, including its Annexes and any amendments thereto.
- 1.2 **Aduna Order Form:** (a) the applicable Aduna Order Form document signed by the parties, or (b) Customer's product order placed on Aduna's online shop accessible from the Aduna Website.
- 1.3 **Aduna Website:** the website located at www.aduna-software.com.
- 1.4 **Annex:** an annex to the Aduna Order Form, which shall form part of the Agreement.
- 1.5 **Customer Specific Developments:** the customer specific developments that Aduna develops on behalf of Customer under the Agreement.
- 1.6 **Deliverables:** the results of the Support Services as well as all materials in whatever form, including but not limited to any report, document or any other material or part thereof.
- 1.7 **General Conditions:** Aduna's General Conditions.
- 1.8 **Software:** metadata-based searching and finding software, collectively called "Aduna Guided Exploration Software", to which Aduna owns the rights
- 1.9 **Support Fee:** the fee for the Support Services as set forth in the Aduna Order Form.
- 1.10 **Support Services:** the services described in these Support Terms including, without limitation, technical support and access to Aduna's Customer Forum.
- 1.11 **Upgrades:** Bug fixes, updates and/or enhancements of the Software.

2. Support Services

- 2.1 Aduna will provide Support Services to Customer in accordance with its specifications in the Aduna Order Form.
- 2.2 The scope of the support is defined in the applicable Aduna Support Description document, attached herewith.
- 2.3 The Customer shall provide detailed notice to Aduna of the errors observed in the Software in accordance with Aduna's usual procedures as described in the applicable support description. After receiving the notice, Aduna shall, at the best of its ability, do its utmost to fix errors and/or to make improvements in later, new versions of the software. An "error" shall mean a substantial failure to meet the functional or technical specifications stated in writing by Aduna and, in case of custom made software, the functional or technical specifications expressly agreed between the parties in writing. An error shall only exist if the Customer can prove it and if it can be reproduced. The Customer shall be obliged to notify Aduna of errors immediately.
- 2.4 Depending on the urgency, the results shall be provided to Customer in the manner and within the time period to be determined by Aduna. Aduna shall be entitled to install temporary solutions or workarounds in the software. Unless expressly agreed otherwise, Aduna shall not be required to convert data.
- 2.5 Aduna does not warrant that the Software shall operate without interruption, errors or other defects or that all errors or other defects shall be corrected.
- 2.6 Aduna may charge the repair costs according to its then current fees on a time and material basis if the non operation of the Software has been caused by any factor outside the control of Aduna, including but not limited to operating errors



or improper use on the Customer's part or if the Software has been modified without Aduna's permission or not performed by Aduna. Support shall not include fixing mutilated or lost data.

- 2.7 Aduna shall provide improved versions of the Software to the Customer when they become available. Aduna shall no longer be required to fix any errors in the old version or to provide support regarding an old version three months after an improved version becomes available.

3. Customer's obligations

- 3.1 Customer shall designate a contact person that shall be responsible for cooperating the execution of the Agreement on behalf of Customer in accordance with clause 8.1 of the General Conditions. The aforementioned contact person as well as a back-up contact person, whose complete contact information shall be specified in the Aduna Order Form, shall be sufficiently skilled and qualified so that they will be well familiar with the Software and able to comply with Customer's obligations as specified in clause 8.1 of the General Conditions on a continuous and full-time basis, when and as required by Aduna.
- 3.2 Customer shall run the Software in accordance with the documentation and other instructions provided by Aduna and operate and use the hardware configuration in accordance with operating documentation provided by the relevant hardware supplier.
- 3.3 Customer shall at its own expense acquire hardware and third party software required as a prerequisite for any update provided by Aduna.
- 3.4 Customer shall test and verify the quality and functionality of all updates provided by Aduna under an Agreement before such releases are taken into production by Customer.
- 3.5 If, at any time during the term of the Agreement, Customer increases the number of users that use the Support Services beyond the level indicated on the Aduna Order Form, Customer shall notify Aduna no later than thirty (30) days after such increase and pay the Support Fees applicable to the new level beginning from the first date of such utilization. All such additional users will be covered by the Agreement in accordance with the then current Aduna Order Form. The Support Fees for an increase of level during a current Aduna Order Form shall be calculated at the then-current annual level price prorated over the number of days remaining in such term (based on 365 days per year).

4. Applicable fees

- 4.1 In consideration for its performance of the Support Services, Aduna will be entitled to Customer 's payment of a Support Fee, as specified in the Aduna Order Form.
- 4.2 Unless otherwise explicitly agreed, all amounts relating to Support Services provided by Aduna shall be invoiced on a yearly basis before the support period commences.
- 4.3 Travel and accommodation expenses are not included in the Support Fee and shall be invoiced separately.

5. Term and termination

- 5.1 Notwithstanding the provisions on termination in Aduna's General Conditions, the Agreement shall become effective once duly accepted by both parties and shall remain in force for an initial term of 1 year, unless terminated earlier as set forth below.

6. Applicable law and General Conditions

- 6.1 Aduna's General Conditions are applicable to these Support Terms. In case of any discrepancy between these Support Terms and Aduna's General Conditions, these Support Terms shall prevail.

