

Standard maintenance and support terms

Maintenance Terms

The following standard terms and conditions apply for all Maintenance and Support services granted by dcs plus unless otherwise agreed in writing (“Standard Maintenance and Support Terms”).

1. Interpretation

1.1 The definitions and rules of interpretation in this clause apply in these Standard Maintenance and Support Terms. Further, all definitions set out in the dcs plus Software License and Maintenance Agreement (“Agreement”) shall apply.

Commercially Reasonable Efforts: the same degree of priority and diligence with which dcs plus meets the support needs of its other similar customers.

Contact List: a current list of dcs plus contacts and telephone numbers to enable the Customer to escalate its Support Requests is available on the dcs plus Website.

Critical Fault: a reproducible fault which substantially hinders or prevents the Customer from using a material part of the functionality of the software in question, including any failure or error referred to in the Service Level Table.

Customer Cause: any of the following causes:

- a. any improper use, misuse or unauthorised alteration of the Software by the Customer;
- b. any use of the Software by the Customer in a manner inconsistent with the then-current Documents;
- c. the use by the Customer of any hardware or software not provided by dcs plus or approved by dcs plus in the Specification for use by the Customer in connection with the Software; or
- d. the use of a non-current version or release of the Software.

Deliverables: any Documentation, Software, know-how or other works created or supplied by dcs plus (whether alone or jointly) in the course of providing the Services.

Documentation: the documents provided by dcs plus for the Software, in either printed text or machine-readable form, including the technical documentation, program specification and operations manual.

Help Desk Support: any support provided by help desk technicians sufficiently qualified and experienced to identify and resolve most support issues relating to the Software.

Higher-level Support: any higher-level support provided by an individual on the Contact List.

Legacy Obligations: the obligations in respect of non-current versions of the Software.

Maintenance Release: a release of the Software which corrects faults, adds functionality or otherwise amends or upgrades the Software, but which does not constitute a New Version.

Manager: the person appointed by the Customer from time to time in order to fulfil the role described in clause 6.3.

Modification: any Maintenance Release or New Version which is installed on the server of the Customer.

New Version: any new version of the Software which from time to time is publicly marketed and offered for free or for purchase by dcs plus in the course of its normal business, being a version which contains such significant differences from the previous versions as to be generally accepted in the marketplace as constituting a new product.

Non-Critical Fault: any reproducible fault in the Software other than a Critical Fault.

Optional Service: Either of the following Services that the Customer and dcs plus may from time to time agree shall be delivered to the Customer by dcs plus under the terms of these Standard Maintenance and Support Terms:

- a. any services provided by dcs plus in connection with any apparent problem regarding the Software reasonably determined by dcs plus not to have been caused by a Critical Fault, but rather by a Customer Cause or a cause outside dcs plus's control (including any investigational work resulting in such a determination); or
- b. any Higher-level Support provided in the circumstances specified in paragraph 1.

Services: includes (as appropriate) the Standard Support Service, the Updating Service and any Optional Services which are included within an order for Optional Services under clause 4.

Service Levels: the service level responses referred to in the Service Level Table.

Service Level Table: the table set out in paragraph 17.1.b

Solution: either of the following outcomes:

- a. correction of a Fault; or
- b. a workaround in relation to a Fault (including a reversal of any changes to the Software if deemed appropriate by dcs plus).

License, Maintenance and Support Fee: As set out in the Agreement.

Support Period: The Term.

Support Request: request made by the Customer in accordance with this schedule for support in relation to the Software, including correction of a Fault.

Standard Support Services: maintenance of the then-current version or release of the Software, including Help Desk Support and Higher-level Support, but excluding any Out-of-scope Services.

Standard Support Service: the support service which is to be provided by dcs plus to the Customer under clause 3.

Standard Support Hours:

- APAC region customers – 9.00 am to 6.00 pm Singapore time, Monday to Friday except on days which are bank holidays in Singapore.
- LATAM region customers - 9.00 am to 6.00 pm Buenos Aires time, Monday to Friday except on days which are bank holidays in Argentina.
- MENA region customers - 9.00 am to 6.00 pm Dubai time, Sunday to Thursday, except on days which are bank holidays in UAE.
- EU & North America region - 9.00 am to 6.00 pm Bucharest time, Monday to Friday, except on days which are bank holidays in Romania.
- India region customers - 9.00 am to 6.00 pm New Delhi time, Monday to Friday, except on days which are bank holidays in India.

Support Manager: the person appointed by dcs plus from time to time in order to fulfil the role described in clause 5.1.

Support Staff: those individuals who perform dcs plus's obligations under these Standard Maintenance and Support Services Terms including (where the context permits) the Support Manager.

Supported Software: has the meaning set out in clause 2.

Updating Service: the service to be supplied by dcs plus to the Customer under clause 3.1 and clause 3.3.

1.2 Further all definitions set out in the dcs plus Software License and Maintenance Agreement (“Agreement”) shall apply.

2. Supported Software

2.1 The Supported Software is:

- a. the Software;
- b. any Modification which is installed on the server of the Customer (whether under the Licence, these Maintenance Terms or any other agreement between dcs plus and the Customer) during the course of the Licence and which accordingly becomes part of; and
- c. any other software which dcs plus and Customer agree should be Supported Software for the purposes of these Maintenance Terms.

2.2 In relation to Maintenance Releases:

- a. as part of the Updating Service, dcs plus shall from time to time make Maintenance Releases available to the Customer without charge but the respective Maintenance Release may require an upgrade of the technical hardware requirements of the Customer; and
- b. if the Customer refuses the installation of a Maintenance Release within one month of dcs plus's notifying the Customer that such Maintenance Release is available for installation, dcs plus may terminate these Maintenance Terms by giving one month's prior written notice to the Customer.

2.3 In relation to New Versions, if dcs plus releases a New Version and the Customer decides not to have such New Version installed, that decision shall not give rise to any right to terminate these Standard Maintenance and Support Services Terms, nor shall it result in any adverse effect on the Services or the performance of dcs plus's obligations under these Standard Maintenance and Support Services and Support Terms. However, if dcs plus has released a New Version since the version which forms part of the Supported Software, and the Customer has not, within 12 months of dcs plus having notified the Customer that a New Version is available, installed that New Version, dcs plus may terminate these Standard Maintenance and Support Services and Support Terms by giving one month's written notice to the Customer given at any time after the expiry of such period. Pending any such termination dcs plus's obligations in respect of the Supported Software shall be reduced to the Legacy Obligations.

3. The services

3.1 dcs plus shall supply, and the Customer shall take and pay for, the following Services:

- a. the Standard Support Service;
- b. the Updating Service; and
- c. such of the Optional Services as are included from time to time within an order for Optional Services agreed between dcs plus and the Customer under clause 4.

3.2 In relation to the Standard Support Service:

- a. the Standard Support Service shall be provided during the Standard Support Hours
- b. if on-site support is required in any month it may be provided by dcs plus on the basis of its standard price list.
- c. where a Non-Critical Fault is to be corrected in a forthcoming Maintenance Release, then for a reasonable period before the issue of such Maintenance Release dcs plus may decline to provide assistance in respect of that Non-Critical Fault.

3.3 In relation to the Updating Service:

- a. dcs plus shall issue Modifications of the Software as and when required and in whatever form (including by way of a local fix or patch of the Software or a temporary by-pass solution) in the absolute discretion of dcs plus.

- b. the Updating Service shall include the supply to the Customer of all revisions to the Documentation which are necessary in order to reflect any Modification.

3.4 dcs plus may, on prior notice to the Customer, make changes to the Services, provided such changes do not have a material adverse effect on the Customer's business operations.

3.5 dcs plus shall have no obligation to provide the Services where faults arise from:

- a. misuse, incorrect use of or damage to the Software from whatever cause (other than any act or omission by dcs plus), including failure or fluctuation of electrical power;
- b. failure to maintain the necessary environmental conditions for use of the Software;
- c. use of the Software in combination with any equipment or software not provided by dcs plus or not designated by dcs plus for use with any Modification forming part of the Supported Software, or any fault in any such equipment or software;
- d. relocation of the Software by any person other than dcs plus or a person acting under dcs plus's instructions;
- e. any breach of the Customer's obligations under these Standard Maintenance and Support Services Terms howsoever arising or having the Software maintained by a third party;
- f. any Modification not authorized by dcs plus; or
- g. operator error.

4. Orders for Optional Services

4.1 The Customer may from time to time request dcs plus to supply Optional Services. dcs plus shall use its reasonable endeavours to comply with the Customer's request, but the Customer acknowledges that dcs plus's ability to supply the Optional Services shall depend on the availability of appropriate resources at the time in question.

4.2 Where dcs plus agrees to provide Optional Services, such agreement shall be embodied in an order for Optional Services. Each order for Optional Services shall be made under, and shall incorporate, the terms of these Standard Maintenance and Support Services Terms.

5. Support Staff

5.1 dcs plus shall appoint a Support Manager, who shall be responsible for the co-ordination of all matters relating to the Services. All communications, documentation and materials relating to these Standard Maintenance and Support Services and Support Terms shall be sent as appropriate by the Support Manager to the Manager. Each Party shall notify the other in writing promptly if there is any proposed change to those appointments.

5.2 In addition to its Support Manager, dcs plus shall provide sufficient Support Staff to fulfil its obligations under the terms of these Standard Maintenance and Support Services Terms. The Support Staff shall be suitably trained and experienced in the support and maintenance of the Supported Software.

5.3 In the absence of the Support Manager or of any other member of the Support Staff for any reason, dcs plus shall supply a replacement person who:

- a. is appropriately trained and competent to fulfil the role required of him; and
- b. has undergone a suitable period of familiarisation with the Services to enable him to perform the functions of the person he is replacing.

6. The Customer's responsibilities

6.1 The Customer shall provide dcs plus, the Support Manager, the Support Staff and all other persons duly authorised by dcs plus with full, safe and uninterrupted access including remote access to the Customer's Software and to the server on which the Software is run as may reasonably be required for the purpose of performing the Services, such access, except in the case of emergency or agreed out-of-hours downtime, to be within the Standard Support Hours.

6.2 The Customer shall ensure that appropriate environmental conditions are maintained for the Supported Software and shall take all reasonable steps to ensure that the Supported Software is operated in a proper manner by the Customer's employees.

6.3 The Customer shall nominate a manager to be available to liaise with, and respond to queries from, the Support Manager.

6.4 The Customer shall:

- a. co-operate with dcs plus in performing the Services and provide any assistance or information as may reasonably be required by dcs plus, including in relation to the diagnosis of any faults;
- b. report faults promptly to dcs plus; and
- c. keep full backup copies of all of its data.

6.5 The Customer shall indemnify dcs plus against any losses, damages, costs (including legal fees) and expenses incurred by or awarded against dcs plus as a result of the Customer's breach of these Standard Maintenance and Support Terms howsoever arising or any negligent or wrongful act of the Customer, its officers, employees, contractors or agents.

7. Confidentiality and publicity

7.1 Each Party shall, during the term of these Standard Maintenance and Support Terms and thereafter, keep confidential all, and shall not use for its own purposes (other than implementation of these Standard Maintenance and Support Terms) nor without the prior written consent of the other disclose to any third party (except its professional advisors or as may be required by any law or any legal or regulatory authority) any, information of a confidential nature (including trade secrets and information of commercial value) which may become known to such Party from the other Party and which relates to the other Party or any of its Affiliates (Confidential Information), unless such information is public knowledge or already known to such Party at the time of disclosure, or subsequently becomes public knowledge other than by breach of these Standard Maintenance and Support Terms, or subsequently comes lawfully into the possession of such Party from a third party. Each Party shall use its reasonable endeavours to prevent the unauthorized disclosure of any such information.

7.2 Each Party shall notify the other Party if any of its staff connected with the provision or receipt of the Services becomes aware of any unauthorised disclosure of any Confidential Information and shall afford reasonable assistance to the other Party, at that other Party's reasonable cost, in connection with any enforcement proceedings which that other Party may elect to bring against any person.

7.3 The terms of these Standard Maintenance and Support Terms may not be disclosed by the Customer (other than to its legal advisors) without the prior written consent of dcs plus.

7.4 dcs plus may refer to the Customer as being a client of dcs plus in Customer reference lists and sales presentations.

7.5 The provisions of this clause shall remain in full force and effect notwithstanding any termination of these Standard Maintenance and Support Terms.

8. Data protection

Customer Personal Data and dcs plus Personal Data mean any Personal Data provided by or on behalf of the Customer or dcs plus, respectively.

8.1 dcs plus shall:

- a. only carry out processing of any Customer Personal Data on the Customer's instructions; and
- b. implement appropriate technical and organisational measures to protect any Customer Personal Data against unauthorised or unlawful processing and accidental loss or damage.

8.2 dcs plus shall promptly and fully notify the Customer in writing of any notices in connection with the processing of any Customer Personal Data, including subject access requests, and provide such information and assistance as the Customer may reasonably require.

8.3 The Customer acknowledges that dcs plus will be acting as a data processor in respect of all such data processing activities which dcs plus carries out under these Standard Maintenance and Support Terms.

8.4 Except as expressly provided otherwise, these Standard Maintenance and Support Terms do not transfer ownership of, or create any licences (implied or otherwise), in any Intellectual Property Rights in any (non-personal) data.

9. dcs plus's warranties

9.1 dcs plus represents and warrants to the Customer that:

the Services will be performed:

- a. in accordance with all applicable laws and regulations; and
 - i. with all reasonable skill and care;
 - ii. to the best of its knowledge and belief, the Deliverables will not infringe the Intellectual Property Rights of any third Party; and
- b. at the date of these Standard Maintenance and Support Terms, dcs plus has obtained and will maintain for the duration of these Standard Maintenance and Support Terms all permissions, licences and consents necessary for dcs plus to perform the Services.

9.2 If, during the term of these Standard Maintenance and Support Terms, dcs plus receives written notice from the Customer of any breach by dcs plus of the representations and warranties contained in clause 9.1(a) dcs plus shall, at its own option and expense, remedy that breach within a reasonable period following receipt of such notice, or terminate these Standard Maintenance and Support Terms immediately on written notice to the Customer and repay to the Customer all sums which the Customer has paid to dcs plus under these Standard Maintenance and Support Terms during the year in which the termination occurs, less a charge for the Services performed up to the date of termination. The Customer shall provide all information reasonably necessary to enable dcs plus to comply with its obligations under this clause. This clause sets out the Customer's sole remedy and dcs plus's entire liability for breach of clause 9.

9.3 No representation or warranty is given by dcs plus that all faults will be fixed or will be fixed within a specified period of time.

9.4 All other conditions, warranties or other terms which might have effect between the Parties or be implied or incorporated into these Standard Maintenance and Support Terms or any collateral contract, whether by statute or otherwise, are hereby excluded, including the implied conditions, warranties or other terms as to satisfactory quality, fitness for purpose and the use of reasonable skill and care.

10. Termination

10.1 Unless otherwise explicitly set out in the Agreement a termination for convenience shall be excluded.

10.2 The right to terminate the Agreement for cause remains without restriction. Subject to a previous warning letter with a period of at least 14 calendar days to render any outstanding payment, dcs plus shall be entitled to terminate for cause in case the Customer is in delay for more than 15 calendar days with

- i. the Delivery Fee or,
- ii. with at least two monthly payments due under the Agreement.

Under no circumstances the Delivery Fee or any other payment rendered under this Agreement has to be reimbursed.

11. Waiver

No failure or delay by a Party to exercise any right or remedy provided under these Standard Maintenance and Support Terms or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

12. Remedies

12.1 Each Party acknowledges that in entering into these Standard Maintenance and Support Terms it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these Standard Maintenance and Support Terms.

12.2 Each Party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in these Standard Maintenance and Support Terms.

13. Severance

13. If any provision or part-provision of these Standard Maintenance and Support Terms is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of these Standard Maintenance and Support Terms.

13.2 If any provision or part-provision of these Standard Maintenance and Support Terms is invalid, illegal or unenforceable, the Parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

14. Counterparts

14.1 These Standard Maintenance and Support Terms may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute these Standard Maintenance and Support Terms.

15. Support Services Terms

15.1 During the Support Period dcs plus shall perform the Standard Support Services during the Standard Support Hours in accordance with the Service Levels.

15.2 As part of the Standard Support Services, dcs plus shall:

- a. provide Help Desk Support by means of the telephone numbers and email addresses as provided on the dcs plus Website.
- b. commit appropriate resources to the provision of Higher-Level Support;
- c. where Helpdesk Support is not provided within the relevant Service Level and the Customer escalates its Support Request to an individual of appropriate qualification or experience on the Contact List, provide Higher-Level Support;
- d. use Commercially Reasonable Efforts to correct all Faults notified under paragraph 17; and
- e. provide technical support for the Software in accordance with the Service Levels.

15.3 Any Higher-level Support requested by the Customer and provided by an individual whose qualification or experience is greater than that reasonably necessary to resolve the relevant Support Request shall be deemed an Out-of-scope Service, provided that an appropriately qualified or experienced individual was available at the time when the Higher-level Support was sought.

15.4 dcs plus may reasonably determine that any services are Out-of-scope Services. If dcs plus makes any such determination, it shall promptly notify the Customer of that determination.

15.5 The Customer acknowledges that dcs plus is not obliged to provide Out-of-scope Services.

16. Fees

16.1 The provision of Standard Support Services on a remote basis (such as over the telephone or by e-mail) within the Support Period shall be included in the License, Maintenance and Support Fee.

16.2 The provision of Standard Support Services outside the Support Period or the provision of Out-of-scope Services shall be charged for at the time and materials rates applicable at the given time.

17. Service Levels

17.1 dcs plus shall:

- a. prioritise all Support Requests based on its reasonable assessment of the severity level of the problem reported; and
- b. respond to all Support Requests in accordance with the table set out below:

Severity level of Fault	Definition	Service Level response
1.	<p>Business Critical Failures: An error in, or failure of, the Software that:</p> <ul style="list-style-type: none"> a) materially impacts the operations of the Customer's business or marketability of its service or product; b) prevents necessary work from being done; or c) disables major functions of the Software from being performed. 	<p>Level 1 Response:</p> <ul style="list-style-type: none"> • Acknowledgment of receipt of a Support Request (i) if it was notified before 4 pm on the same day, and (ii) if it was reported after 4 pm on the next day. <p>Level 2 Response:</p> <ul style="list-style-type: none"> • dcs plus shall provide by using all available resources on a 24/7 basis as soon as possible: a) an emergency software fix or workaround, or; and b) temporary release or update release <p>Level 3 Response:</p> <ul style="list-style-type: none"> • dcs plus shall provide by using all available resources on a 24/7 basis a permanent Fault correction as soon as practicable after dcs plus's receipt of the Support Request. • If dcs plus delivers a Solution by way of a workaround reasonably acceptable to the Customer, the severity level assessment shall reduce to a severity level 2 or lower.

2.

System Defect with Workaround:

- a) a critical error in the Software for which a work-around exists; or
- b) a non-critical error in the Software that affects the operations of the Customer's business or marketability of its service or product.

Level 1 Response:

Acknowledgment of receipt of a Support Request (i) if it was notified before 4 pm on the same day, and (ii) if it was reported after 4 pm on the next day.

Level 2 Response:

dcs plus shall:

- a) restore the Software by using all available resources on a 24/7 basis to a state that allows the Customer to continue to use all functions of the Software in all material respects as soon as possible; and
- b) exercise Commercially Reasonable Efforts until full restoration of function is provided

which allows the Customer to continue to use all functions of the Software in all material respects.

Level 3 Response:

dcs plus shall work on the problem continuously during standard business hours and implement a Solution as soon as possible after receipt of the Support Request.

3.

Minor Error:

An isolated or minor error in the Software that:

- a) does not significantly affect Software functionality;
- b) may disable only certain non-essential functions; or
- c) does not materially impact the Customer's business performance.

Level 1 Response:

Acknowledgment of receipt of the Support Request two working days.

Level 2 Response:

dcs plus shall provide a permanent Fault correction by using commercially reasonable efforts.

17.2 dcs plus shall give the Customer regular updates of the nature and status of its efforts to correct any Fault.

18. Other remedies

If a Solution is not provided as set out in the relevant Service Level, the Customer may escalate the Support Request to the parties' respective relationship managers at the contact details provided on the dcs plus Website.