

useblocks GmbH (“UB”) shall provide Support and Maintenance Services (“SERVICES”) in accordance with the following terms, which may be amended from time to time by UB. SERVICES are provided under a valid and active Software subscription term governed by UB’s Software End User License Agreement (EULA).

1. Definitions

- I. System means the Software that is being used as a regular part of actual day-to-day business operations of the Licensee.
- II. Services refers to the Subscription and Support Services listed in this document.
- III. Production Version Number is a three-part version number in the form of A.BB.CCC which identifies Releases of UB products.
- IV. Major Release means a version released to correct any Software Failures, to add functionality and/or to add new features to the Software, and is represented by the 1st digit [A].BB.CCC in the Version Number (i.e. 4.1 to 5.0).
- V. Minor Release is a version released to correct any Software Failures and/or add features to the Software and is represented by the 2nd part A.[BB].CCCC in the Version Number (i.e. 4.1 to 4.20 or 5.0 to 5.1).
- VI. Maintenance Release means a version released to correct any Software Failures and is represented by a change in the third part A.BB.[CCCC] of a Version Number (i.e. 4.1.1 to 4.1.22 or 5.0 to 5.0.11).
- VII. Hotfix means a patch created by UB to address a specific Software Failure for a single customer. Hotfixes will not automatically be made available to customers until they are rolled up into a Major, Minor or Maintenance release.
- VIII. Incident means bug or failure reported (See §8) by Licensee to UB as a result of a reproducible operational deviation of the Software from the Software specifications.
- IX. Business Hours are 9:00 AM to 17:00 PM CET (GMT +1), Monday through Friday, excluding German national holidays. For information on German public holidays, see: http://en.wikipedia.org/wiki/Public_holidays_in_Germany
- X. Workaround means a Hotfix or other method used to avoid the Software Failure.

2. Scope of the Services

Services shall only be provided for UB products specifically licensed to the Licensee under a valid UB End User License Agreement (EULA). When Licenses are purchased within UB EULA then SERVICES is available for a monthly or yearly period according to defined term of the underlying agreement.

During the term of the SERVICES, Licensee is entitled to any Major Release, Minor Release, and Maintenance Release issued during the term of the SERVICES at no additional costs.

Hotfixes are only available on a case by case, End-User requested basis, and UB reserves the right to charge for hotfixes based on custom quotes.

3. Supported Version of the Software

UB provides the Support Services for the current version of the Software and for any version of the software that has been released during the preceding 12-month period. The Software Release date is identical to the Software build date show on the “About” dialog (i.e. ubCode and ubTrace 5.1.22 ubCode and ubTrace Enterprise (2024/09/15 18:18).)

4. UB Subscription Services

Subscription Services under a valid EULA for UB standard products include:

- a. Free download access to the latest releases and patches, and upgrades for all available and licensed product releases.
- b. All available Major or Minor releases as they become available for general release via download from UB’ website.
- c. Online access to UB’ Technical support and Knowledge Base pages.

5. UB Support Services

UB provides technical support (Support) under a valid UB EULA for the licensed UB Software.

Support does not cover the following:

- Technical support for software versions older than twelve (12) months old, when a newer release exists. (See §3 Supported Version of the Software)
- When the software is used on a non-recommended platform or in a non-recommended environment. Recommended platforms and environments are described in the product’s documentation.
- Customers without a valid ubCode and ubTrace software license, and a valid Support & Maintenance Agreement.
- Beta releases, release candidates, snapshots, and end-of-life releases.
- Customized UB products, e.g. for ubCode and ubTrace instances where the original source code was changed or extended.

- API programming-related incidents, including:
 - API bugs where the bug cannot be reproduced. The complete environment to reproduce the bug is necessary for bug analysis and fixing.
- Product education questions covered by Training & Services offered by UB.
- Incidents covered by UB' professional services, including:
 - Installation
 - Performance tuning
 - Infrastructural problems, SSO, LDAP/AD configuration, Apache & web server, database, 3rd party integrations
- Failures caused by software for which UB is not responsible.

6. Support Incident Reporting, Contact Methods

Tickets submitted using Incident Trackers are handled with the severity as entered, and Incidents can be entered by Authorized Contact(s). Authorized Contact(s) must have sufficient Software expertise and training. For the fastest response time please enter the problem using the Service Desk as described at: www.useblocks.com/support.

You can also contact us by emailing support@useblocks.com or calling us: +49 89 66 66 17 48. Incidents submitted using email or telephone are automatically assigned a low severity.

Required Information from Licensee:

All incident reports must, if applicable, include the following:

- a) The Licensee's "account" which UB shall provide to the Licensee on registration.
- b) The Version Number and the Platform that the Software is running.
- c) Before reporting an Incident, the Licensee must verify that the Incident is reproducible. The Licensee should provide a reproducible Test Case that demonstrates the specific usage that causes the Software Failure being reported.
- d) Log files, screenshots, trace files.
- e) Exact wording of all related error messages.

7. Definitions of Severity Levels

UB will work with the Licensee to assign the appropriate Severity Level to all Incidents according to the criteria below. UB may re-classify Incidents if it believes that the original classification is incorrect. The Response Goal shall not apply if the Incident is caused by third party Software. UB will not correct any Software Failure caused by modification or enhancement of the Software, or when the Failure is corrected by an existing Software release provided by UB.

Severity	Definition	Response Goal
Critical	The "Production system" is not available, substantially unavailable, or normal business operations are seriously disabled. The incident is preventing productive work on your production system, and it affects users performing a business-critical function. If UB provides an acceptable workaround, the severity classification will drop to Medium or Low.	UB will provide a response and begin to analyze the incident and verify the existence of the problem within one (1) business day. UB will use commercially reasonable efforts to resolve Critical Incidents as soon as possible. The resolution will be delivered as a Workaround or Hotfix. If UB provides an acceptable Workaround or Hotfix for the Incident, the severity classification will drop to Medium or Low.

<p>Major</p>	<p>The “Production system” is available but the incident has a business-critical impact on your production system; a function or functions are not available or are not working properly, preventing productive work, and affecting people performing a business-critical function.</p>	<p>UB will provide a response and begin to analyze the Incident and verify the existence of the problem within two (2) business days. UB will use commercially reasonable efforts to resolve Major Incidents as soon as possible or in the next Maintenance Release. If UB provides an acceptable workaround for the Incident, the severity classification will drop to Medium or Low.</p>
<p>Medium</p>	<p>The incident has business impact on your “Production system”, but does not prohibit the execution of productive work, or a reasonable workaround is available.</p>	<p>UB will provide a response and begin to analyze the Incident and verify the existence of the problem within three (3) business days.</p>
<p>Low</p>	<p>The incident is not production-critical or it is detected on your non-production system. The incident has no impact on the “Production System” performance, quality or functionality and no impact on productive work.</p>	<p>UB will provide a response to the Incident and verify the existence of the problem within five (5) business days. UB does not guarantee a resolution time for Low Severity incidents.</p>

8. Incident Status and Workflow

Incident Status	Description
New	Every reported incident gets this status. Generally, only recently submitted incidents are in this status.
Under Investigation	UB Support Team is analyzing the incident.
Pending	UB Support Team requires (and is waiting) for further information about the incident. After receiving the required information, the incident should transition to the status Under Investigation. Items remaining in this status for 30 calendar days will be automatically closed.
Short Term Target	The reason of the incident is identified, and the fix is planned for next upcoming release.
Middle Term Target	The reason of the incident is identified, and the fix is planned for one of the upcoming releases.
Long Term Target	The reason of the incident is identified, and the fix is planned to be delivered in subsequent future releases later on.
Resolved	The incident is considered resolved. Items remaining in this status for 30 calendar days will be automatically closed.
Closed	The incident is closed, no further activity is available.

9. Incident and Bug Fixing Policy

UB Support helps with workarounds or bug fixes to resolve specific product incidents. In special cases UB provides emergency security patches.

Fixes to critical bugs will be provided by UB in the next maintenance release, with the conditions that:

- The fix is technically feasible, and
- The fix doesn't impact the quality or integrity of UB standard software products, like ubCode, ubTrace or others.

UB assesses and prioritizes bugs and schedules fixes for non-critical incidents based on internal considerations.

Factors considered in the analysis and prioritization of bugs include, but are not limited to:

- How many customers are affected by the problem
- Whether there is an effective workaround or patch to the incident
- How difficult the incident is to fix
- Whether new features on our roadmap make the bug obsolete
- Internal factors within UB' judgement.

10. Customization and Product Development

UB provides various extensions, configuration templates, and other customization options with documentation and examples to support the customization of UB standard products, e.g. ubCode and ubTrace.

In addition, UB Professional Services provides at additional charge via T&M contracts help with questions regarding customization, configuration, add-ons, product development, and creating integrations with 3rd party tools.

useblocks GmbH

Company – End user

By: _____

By: _____

Printed Name:

Printed Name:

Title:

Title:

Date of Signature:

Date of Signature: