DESCRIPTION OF SERVICES – LOBSTER_DATA SUPPORT

A   SCOPE OF SERVICES

Lobster provide the following Support Services, either directly or via subcontractors, to its customers in order to establish and ensure the operational readiness of Lobster_data.

1   Email and Hotline Support

Lobster's Email and Hotline Support teams are available to assist the contact person(s) named by the customer via e-mail or over telephone in the event of operational difficulties or to provide clarification when using Lobster_data. Lobster shall appoint its own in-house contact person who will provide support via the hotline.

Email is the preferred form of communication. Unless the urgency of the operational difficulties or need for clarification inherently necessitates support to be provided via the hotline.

If remote access to the customer's system is required in order to assist, then this will only take place via a remote maintenance software chosen by Lobster. Each individual remote session must be pre-approved by the customer. Remote sessions with continual access are not available in conjunction with Lobster_data Support Services. Using an alternative remote maintenance software may be agreed subject to an additional fee.

Hotline Support is available Monday to Friday between 8 am and 4 pm CET, excluding German national bank holidays.

2   Types of Support

2.1   Technical Support

Technical Support is provided via email and the hotline (see section 1).

At system level, Technical Support is dedicated to assisting customers with certificates, protocols, security settings and bug fixing as well as delivering updates to resolve ABC priority-level errors (see section 3.1) and upgrades for extending the softwares capabilities. Upgrades are communicated with a new number either before or after the decimal separator (e.g. version 5.0 instead of 4.0 and version 5.2 instead of 5.1).

Lobster is committed to ensuring updates are tested sufficiently before delivery. Lobster and the customer shall together define an installation process to enable updates and upgrades to be installed whilst ensuring uninterrupted operability of the software.

If Lobster delivers an update or an upgrade, then the customer is required to move to the new version no later than twelve (12) months after being notified of its readiness. If not, Lobster's obligation to provide Support Services shall be waived (see section 4).
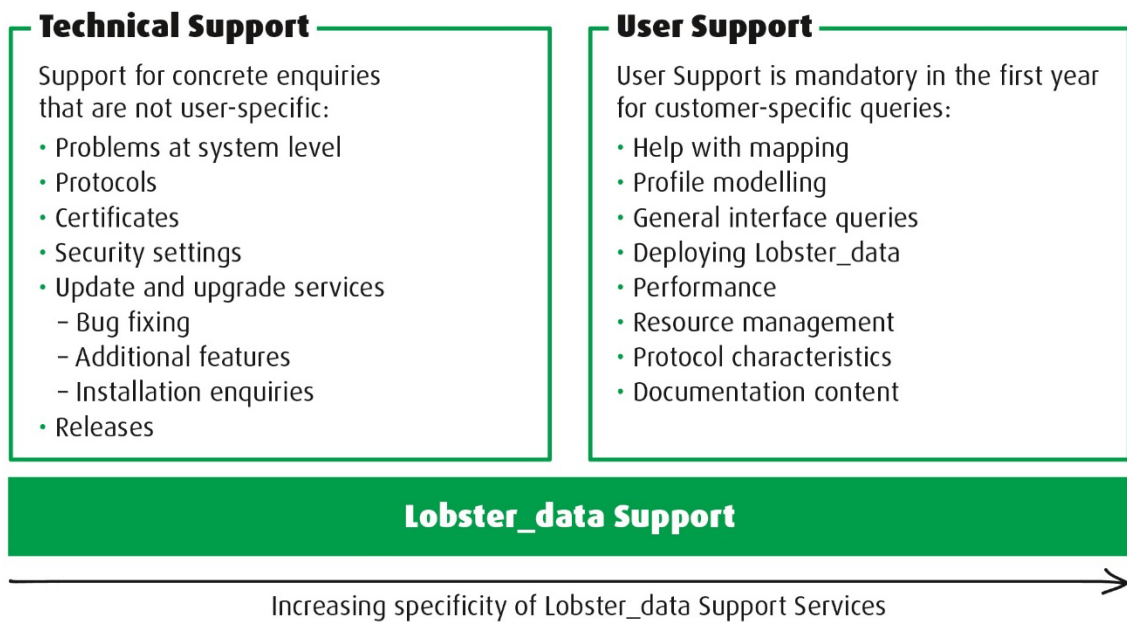
In addition to the aforementioned Technical Support Services, supplementary Support Services such as Special Support and 24/7 Support may be added subject to a separate agreement and for an additional fee.

2.2   User Support

The basis for the User Support is the Technical Support. The User Support deals with the user-specific deployment of Lobster_data. It is dedicated to helping customers with their mappings and profile modelling (linking profiles, functions, etc.), and clarifying general queries

concerning interfaces and ambiguities when using Lobster_data. The User Support also advises customers on customer-specific matters concerning performance optimisation and resource management and provides information on various protocols and their characteristics relating to specific use cases. It also provides support for all issues described in the Lobster_data documentation (e.g. changing the certificate, setting up email mailboxes, cloud storage, etc.).

2.3 Overview of services covered by Lobster_data Support

Technical Support

Support for concrete enquiries that are not user-specific:
- Problems at system level
- Protocols
- Certificates
- Security settings
- Update and upgrade services
  - Bug fixing
  - Additional features
  - Installation enquiries
- Releases

User Support

User Support is mandatory in the first year for customer-specific queries:
- Help with mapping
- Profile modelling
- General interface queries
- Deploying Lobster_data
- Performance
- Resource management
- Protocol characteristics
- Documentation content

Lobster_data Support

Increasing specificity of Lobster_data Support Services

3 Bug fixing

In order to resolve Lobster_data errors, Lobster shall provide a troubleshooting service according to the schedule set out in section 1. As a rule, the troobleshooting service shall respond to enquiries no later than EoB of the following working day in order to support customers in analysing and rectifying errors based on their error report.

In this case, an "error" refers to an error within Lobster_data that restricts the use of the software. Errors caused by the database, operating system, the hardware, the connection to third-party systems or the third-party systems themselves are not "errors" within the meaning of this document. If it is not possible to remedy the error over the phone or via remote maintenance, Lobster will, at the customer's request, begin work at the site of installation as quickly as possible. The customer shall cover travel and accommodation costs as per the relevant contractual agreements.

3.1 Error priority levels

Depending on the priority level (A to C according to the below scale), Lobster shall immediately take the agreed steps under 3.1 a) to c) to resolve any errors that were communicated to Lobster by the customer and identified in an unmodified edition of the licensed software.

Lobster shall prioritise the error in consideration of the respective customer's interests. The customer may object to this prioritisation and demand a higher-priority processing if they can provide credible evidence that a delay would have an adverse effect on operations.

a) Priority A error

Errors that render Lobster_data unusable and lead to the following limitations in using the software: serious operational disruptions which may only be overcome with significant time and/or resources on the part of the customer, lead to database inconsistencies, loss of data or to the creation of incorrect data.

In the event of a Priority A error, Lobster shall immediately initiate the following steps (support shall always be provided via remote maintenance):

- Appoint experienced system specialists;
- Initiate the error resolution process and instigate data correction, where necessary;
- Continually update the customer on the progress of the error resolution and identifying an interim solution for the customer; "Interim solution" means: repairing or replacing object code versions or executable code versions with the aim of eliminating errors or amending the procedures used or data provided by the client with the aim of avoiding errors ("workaround"), without significantly limiting the performance of Lobster_data;
- To the extent possible: name a deadline by which the error will be resolved;
- Give the customer the option to have the error rectified by its chosen qualified personnel if the resolution process proves unsuccessful. This measure may only be taken after Lobster has been given prior warning and it does not release the customer from their further obligations under this contract.

b) Priority B error

An error that substantially impairs the performance of Lobster_data or substantially restrict the customer's ability to use Lobster_data.

In the event of a Priority B error, Lobster will immediately initiate the following steps:
- Initiate any necessary and reasonable measures to rectify the error in the next software update;
- To the extent possible: name a deadline by which the error will be resolved;

c) Priority C error

An error that only minimally impacts the use of Lobster_data and which Lobster will fix in an update in a coming release.

3.2 Error analysis

The customer shall immediately report any errors to Lobster, whereupon Lobster shall provide suitable resources for further error analysis upon request.

Lobster shall cover the costs of analysing the errors, in the priority levels A, B and C as specified in section 3.1. The customer shall cover the costs of analysing the errors for which they are responsible.

If the customer is not (or no longer) able to analyse or describe these errors due to the complexity of the circumstances or the number of open errors, they may insist on an on-site visit by qualified personnel of the contractor – provided that the error cannot be analysed and resolved remotely. In this case, expenses incurred are calculated seperately.

The customer and Lobster shall discuss the status of the listed errors at regular intervals.

4   Exceptions to the obligation to perform

Lobster is released from its obligation to provide Support Services in the following cases:

- Lobster_data has been changed, damaged or modified;
- The customer has not implemented any new updates or upgrades within twelve (12) months despite the availability of a new, operational version;
- The error, the operational difficulties or the need for clarification were the result of gross negligence, operating errors on the part of the customer, unsuitable hardware or other reasons beyond Lobster's control;
- Lobster_data was installed in an operating system or hardware environment that does not fall within the parameters communicated by Lobster and is therefore not supported;
- The customer has not nominated a contact person(s) for the Hotline Support or the nominated person(s) or their nominated substitute are not available;
- The customer has not fulfilled its payment obligation, i.e. the invoice for the Support Service has not been paid or has not been paid in full within 30 days of the due date.

If another software program is connected via Lobster_data to a program in a different operating environment at the same or a different location, Lobster will only provide Support Services for those parts of the network that affect Lobster_data. The term "operating environment" refers to the hardware and operating system specified in the contract and used together with the software.

5   Java and database updates

Regular Java and database updates are essential to ensuring the stability, security, and performance of our software products. Java updates also include updates to the Java Development Kit (JDK), which is required to run our applications. Database updates are updates to database software such as MySQL, Microsoft SQL Server, Maria DB, PostgreSQL and Oracle Database, which are used for storing, managing, and querying data.

Customer obligation

Customers are responsible for applying Java and database updates themselves according to the recommended processes and guidelines. This includes reviewing and applying available updates at appropriate intervals and ensuring databases are backed up before any updates are carried out to safeguard data integrity. Customers should also ensure that the updates are compatible with our supported software versions.

We strongly recommend that customers design their IT policies and processes to ensure Java and database updates are performed regularly and in a timely manner. This minimises potential security risks and ensures the stability of their system environment.

B   COOPERATION OF THE CUSTOMER

During the term of this contract, the customer shall:

- Designate in writing to Lobster at least one contact person (as well as a substitute) for Email and Hotline Support;
- Grant Lobster free access and sufficient time for the provision of Support Services in accordance with the client's security regulations;
- Allow Lobster or persons authorised by Lobster to provide Support Services to Lobster_data;
- Inform Lobster immediately if Lobster_data errors occur;
- Inform Lobster in good time if the installation location specified in the contract or the operating environment of Lobster_data is to be changed.

C   TERM AND ORDINARY CANCELLATION

1   Term

This contract shall come into effect upon acceptance of the offer and has an initial term of one year. The initial term begins with the calendar month following the installation, provided that the installation takes place after the 15th of a calendar month. If the installation takes place before the 15th of a calendar month, the initial term begins on the first day of a calendar month.

2   Ordinary termination

If this contract is not cancelled with three (3) months' notice to the end of the initial term, it shall be extended for an indefinite period. In the event of an extension, this contract can be cancelled with three (3) months' notice to the end of a calendar year.

D   CHANGES TO THE SUPPORT FEES

Lobster reserves the right to adjust the fees at the beginning of the calendar year. However, such a change may only be effective twelve (12) months after conclusion of the contract at the earliest. Any changes shall be announced in writing subject to a 6-week notice period.

If the change includes an increase in the fee, the customer has the right to terminate the support contract extraordinarily within a period of 2 weeks after receipt of the written notification.