ESC MAINTENANCE AND SUPPORT SERVICE

Customer is a licensee of certain ARIS products under an Agreement that the Customer has executed with SAG ARIS GmbH or any subsidiary (hereinafter "**ARIS**"). These "ESC Maintenance and Support Service" terms apply exclusively to customers who have licensed the SESC Cloud; ARIS European Sovereign Cloud Services. The maintenance and support services that ARIS has agreed to deliver as provided in the Agreement are defined herein, and this document forms an attachment to the Agreement.

1 DEFINITIONS

1.1 **Definitions**: Unless the context requires otherwise the following words and expressions shall bear the meanings set out below where used in this Agreement:

"**Agreement**"	means the Agreement under which the Software or Cloud Services are licensed to the Customer such as the Software Subscription License Agreement, Cloud Services Agreement, or Master Framework Agreement.
"**Business Day**"	means Monday through Friday, excluding public holidays observed in Germany, unless otherwise agreed in the applicable Agreement.
"**Business Hour**"	means 9:00 a.m. to 5:00 p.m. Central European Time, including Central European Summer Time where applicable, on a Business Day. Support and Maintenance during Business Hours shall be staffed by personnel located within the European Union. ARIS Support operating hours may change from time to time.
"**Cloud Services**"	Means the ARIS cloud services to be provided to the Customer under the Agreement.
"**Documentation**"	means the user manuals that the ARIS makes available to licensees of the Software or Cloud Services.
"**Error**"	means any verifiable and reproducible failure of the Product to substantially conform to the specifications for such Product. Notwithstanding the foregoing, "**Error**" shall not include any such failure that is caused by: (i) the use or operation of the Product with any other software or code or in an environment other than that intended or recommended in the Documentation, (ii) modifications to the Product not made or approved by the ARIS in writing, or (iii) any bug, defect, or error in third-party Product used with the Product.
"**Error Correction**"	means either a modification or addition to or deletion from the Product having the effect that such Product substantially conforms to the then current specifications, or a procedure or routine that, when exercised in the regular operation of the Product, eliminates any material adverse effect on the Customer caused by an Error. An Error Correction may be a correction, workaround, fix, patch or next available Service Release.
"**Fix**"	ARIS creates defect fixes at the component level to resolve specific issues. These issues may be identified in ARIS's QA labs, or at Customer installations. Fixes are: (a) Tested to ensure the issue is resolved within the standard configuration; (b) Periodically rolled up into planned, cumulative Service Releases; (c) Made available to other Customers via ARIS Downloadcenter (for On-Prem) and via ARIS Support (for Cloud customers).
"**Major Version**"	a "major version" means one in which significant new features and functionality are delivered. Some but not all of the major versions may also contain architecture changes, thus requiring a complete reinstall to upgrade, rather than the simple "install over" that is typical of Minor Versions and Service Releases. A version in which the first digit (**X**.<year>.y) is changed is considered a major version.
"**Minor Version**" " / "**Service Release**"	means one in which some new features and functionality are delivered along with fixes. A version in which the last digit (X.<year>.**y**) has been changed is considered a minor version, e.g., ARIS 10.2026. Minor versions usually offer easy upgrade and an "install over" approach to upgrade.
"**Product**"	Means either the Product or Cloud Services that a Customer is licensing from ARIS under an Agreement.
"**Patch**"	means a version in which a series of corrections are provided. It does not contain any additional new features. These patches are identified by a change in the build number in the numbering, e.g., ARIS 10.2026.4.0.**xxxxxx**. Patches offer a simple update and an "install over" approach to upgrading. For optimal support, the customer must update to the latest patch.
"**Software**"	means the ARIS software programs licensed to the Customer under an Agreement.
"**ARIS Support**"	means the ARIS's Support Organization providing the support and maintenance services for the respective Customer.
"**ARIS Support Portal**"	means the ARIS's web-based Customer support system, designed with proactive services, information and Error Corrections.

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2 SERVICE DESCRIPTION

2.1 **Introduction**: Customer is entitled to receive the following services for the Product against payment of the agreed-upon support and maintenance fees and according to agreed-upon terms & conditions. Where the Customer holds more than one license to use any Product then Customer is required to take product maintenance and support services for all (and not some only) of the licensed Product – partial termination is not permitted.

2.2 **ESC Maintenance and Support Service**: ARIS's ESC Maintenance and Support Service consists of the following services:

(a) Twenty-four (24) hour access to ARIS's Support Portal including access for authorized technical contacts ("**ATC**") to ARIS's request reporting system for browsing and submitting incidents, online access to new product information, documentation, knowledge center, and information on available Product fixes.

(b) ARIS provides staffed support for incidents during Business Hours on Business Days. Incidents may be submitted through the ARIS Support Portal at any time. Incidents submitted outside Business Hours will be processed during the next Business Day. Telephone support is available during Business Hours. No staffed support or contractual response-time commitment applies outside Business Hours unless expressly agreed in writing under a separate service arrangement.

(c) Information on new features, events, and Customer application articles.

(d) For Crisis incidents received during Business Hours, ARIS will provide a resolution plan within four Business Hours of receipt. For Crisis incidents received outside Business Hours, the four-Business-Hour period begins at the start of the next Business Day. Prioritized queuing of support incidents (identical severity levels only).

(e) Support incidents shall remain within the EU-based support organization unless the Customer has expressly agreed otherwise in writing and such handling is permitted under the applicable sovereignty requirements. Unlimited number of authorized technical contacts of the Customer entitled to access ARIS's Support Portal. All ATCs shall have appropriate professional and technical qualifications and shall be assigned internally by Customer to process queries from users about the Product. To protect against improper use of services, services may only be requisitioned by these ATCs previously-reported to ARIS. Customer must review and update the list of ATCs once per year in order to ensure accuracy. ATC Group accounts that are used by multiple Customer representatives are not allowed. One customer representative equals one ATC only.

3 PRODUCT AND DOCUMENTATION UPDATES

3.1 **Product and Documentation Updates**: On a when and if available basis, ARIS Support provides:

(a) New versions of licensed ARIS products;

(b) Updates of Product containing Error Corrections; (c) Documentation updates for the Product.

Information regarding availability of Product and Documentation updates is published by the ARIS and available in ARIS's Support Portal.

4 PROCESSING CUSTOMER REQUESTS

4.1 **Introduction**: Customer requests will be received by ARIS Support and will be documented in ARIS's Support Portal for further processing. The Customer will be given a reference processing number for future reference.

(a) All crisis incidents must be submitted to ARIS Support through the Support Portal. When submitting Security Incidents to ARIS Support, Customer must indicate this aspect to the support representative or set the security flag in the support ticket if reported via customer support portal.

(b) After the default region takes ownership of the incident, critical and standard incidents will be progressed only during the business hours of the ATC's default region. Downtime outside of the business hours of the ATC´s default region will not be calculated into the cloud availability.

(c) Default region of an ATC is the region where that ATC is located or has opted to define that region as their default region. For example the default region of an EMEA customer is EMEA, however an EMEA ATC may opt another region, say AME as their default region

(d) On non-Business Days Customer must always report critical and standard incidents through ARIS's Support Portal and must follow up with ARIS Support service provider via telephone in order to receive an initial response from ARIS Support based on the agreed upon reaction time. The reaction time is measured from the time the Customer gets in contact with a ARIS Support Engineer.

(e) All communication will be in English only.

(f) When reaching ARIS Support by telephone, Customer is to provide the incident/ticket number so that work on the incident can commence. (h) ARIS Support has no obligation to solve the Customer's issue within the reaction or any other time frame.

(i) Management Assistance Process will be halted once Customer is provided a potential resolution and until Customer has tested the solution. If Customer informs ARIS Support that the resolution hasn't resolved the problem, Management Assistance Process will resume.

4.2 **Service Expectations**: The following support severities are used for classifying the Customer's incidents. These classifications ensure consistent treatment of incidents handled by ARIS Support. ARIS Support will determine the appropriate severity level according to the following table:

Severity Level	Crisis	Critical	Standard
Definition	Customer's problem has a severe business impact, e.g. production down. Customer is unable to use the Product, resulting in a major impact on Customer's operations. Work cannot reasonably continue.	Customer's problem has a significant business impact; however, operations can continue in a restricted fashion. The Product is usable but severely limited. There is no acceptable workaround available. Customer is experiencing a significant loss of service.	Customer's problem has some business impact. The Product is usable and causes only minor inconvenience. It may be a minor Error, documentation Error, or incorrect operation of the application, which does not significantly impede the operation of a system.
Reaction Time	**30 minutes**: call-back or electronic reply	**2 Hours**: call-back or electronic reply	**1 Day**: call-back or electronic reply
Prioritized Queuing	Incidents are prioritized ahead of Standard Support incidents of the same severity level		

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ARIS Management Assistance Process	After 1 Day: Regional Director Support After 2 Days: Vice President Support After 3 Days: Senior Vice President Support After 5 Days: Chief Operating Officer	After 5 Business Days: Regional Director Support After 7 Business Days: Vice President Support After 9 Business Days: Senior Vice President Support After 11 Business Days: Chief Operating Officer	None

Severity Level	Crisis	Critical	Standard
Reaction Measure	Resolution plan provided within first four (4) hours after receipt of Crisis incident to include - in ARIS's sole discretion - EITHER: (i) a definition of the intended solution to the problem, OR (ii) a definition of a work-around while ARIS develops or defines a solution, OR (iii) a documented action plan that will include: • current status of the resolution • target timeline for next feedback • responsible ARIS resource(s) • Customer obligations (e.g. provisioning of log files, etc.)	Customer is provided with a timeline for Error Correction	• Information about publication date of the Product release that will solve the issue • Indication that changes/ enhancements are being handled in accordance with ARIS's strategy
Required Effort	Economically justifiable effort within standard scope of resources	Reasonable effort within standard scope of resources	Reasonable effort within standard scope of resources

4.3 **Tools and Processes**: ARIS Support uses the following processes and tools to solve or find a workaround to the Customer's issues: Fault diagnosis/analysis for ARIS's products:

(a) Evaluation of Customer data supplied (including diagnostic information)
(b) Classification of the reported situation as a product issue, user issue or third-party issue
(c) Research in ARIS's Support Knowledge Center
(d) Reproduction of the error situation (if possible)
(e) Coordination with ARIS's product development

Results and/or solutions or workarounds will be provided via one of the following media:

(a) ARIS's Support Portal
(b) E-mail

4.4 **Remote Diagnosis**: ARIS Support may perform remote diagnosis to facilitate issue analysis. In such case, ARIS Support will access Customer's environment via a Remote Online Diagnostic Tool for purposes of diagnosis and analysis only. Remote access to Customer's environments will occur during Business Hours at the times agreed between the Customer and ARIS Support.

5 SERVICES OUTSIDE THE SCOPE OF ARIS'S MAINTENANCE AND SUPPORT SERVICE

5.1 **Third Party Materials**: In the event that individual program versions from third party manufacturers that are provided to the Customer in connection with the Product and which are required in order to operate the Product (such as Java virtual machines, applications, frameworks, and databases) ("**Accompanying Programs**") are no longer actively supported by their respective manufacturers, the ARIS shall have no obligation to correct errors occurring in connection with the Accompanying Programs and to respond to incidents reported by the Customer.

6 UPDATES AND VERSIONING

6.1 **Road Map**: The roadmap for the provision of maintenance and support services in respect of Major Versions and Minor Versions is published on ARIS's Support Portal. No separate notice will be provided to the Customer who will be responsible for monitoring updates published on ARIS's Support Portal.

7 CUSTOMER RESPONSIBILITIES

7.1 **Customer Responsibilities**: The services to be performed are subject to the following conditions:

(a) The Customer entered into a valid Agreement with ARIS and has fully paid the respective support and maintenance fees or subscription fees.
(b) The Software is installed at the Customer's site or any third party's site that is authorized – pursuant to the underlying License and Maintenance Agreement – to operate the Software on Customer's behalf (Outsourcing provider).
(c) The Customer allows remote access for ARIS Support to the Customer environment where Customer is requesting support. (d) The Customer provides appropriate tools to enable remote access for ARIS Support.
(e) The Customer establishes appropriate security measures to ensure that ARIS Support's access is restricted to permissible areas.
(f) The Customer has installed the release levels of the Product which are supported at the time the relevant Customer request occurs.
(g) The Customer uses hardware, operating system software and database software that comply with the specifications of the release levels of the Product which are supported at the time the relevant Customer request occurs; the release levels of the Product which are supported at the time the relevant Customer request occurs can be identified on ARIS's Support Portal.

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(h) The Customer provides ARIS Support with:

- sufficient information and assistance as requested by ARIS Support regarding the Customer's environment (including appropriate computing time) and all necessary information on the error
- specific third party expertise relevant to the Customer's environment, if applicable
- information on any used software tools upon ARIS Support's request
- diagnostic information such as traces, dumps, parameters, etc. upon ARIS Support's request.

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