//SEIBERT/MEDIA
Software Maintenance Agreement for Atlassian Add-ons

Preamble

(1) The following terms apply to the contractual relationship between the //SEIBERT/MEDIA GmbH, Kirchgasse 6, 65185 Wiesbaden (hereinafter: //SEIBERT/MEDIA) and the acquirer of the software (hereinafter: Buyer), for the initial license under § 1 paragraph 1 for the //SEIBERT/MEDIA software, irrespective of whether the Buyer is a natural or legal person.

These terms come into force as soon as the Buyer receives the initial software license key from //SEIBERT/MEDIA or another third party authorized to transfer the license key. By downloading, installing, or by using the software, the Buyer acknowledges the validity of the following provisions as binding.

(2) Any conflicting, deviating or supplementary provisions proposed by the Buyer shall not become part of the contract, unless //SEIBERT/MEDIA expressly agrees to their validity in writing.

§ 1 Object

(1) This contract covers maintenance services that //SEIBERT/MEDIA provides for //SEIBERT/MEDIA Atlassian add-ons (hereinafter "software") purchased by the Buyer. An overview of the current software that //SEIBERT/MEDIA offers can be found at https://marketplace.atlassian.com/vendors/9093.

(2) Other services such as installation, instruction, training, individual customization of the software or any other services are not part of this contract. If //SEIBERT/MEDIA offers such services, they are to be agreed upon separately in writing.

§ 2 Contractual Obligations / Maintenance Services for the Initial License Period

(1) //SEIBERT/MEDIA offers the following services to the Buyer free-of-charge for the software after the acquisition of the initial license as part of the software maintenance contract:

1. The Buyer will be offered new software updates (updates) of the software that are released during the initial license period;

2. The Buyer shall be provided with technical support for troubleshooting and error resolution (hereinafter referred to as "Support" or "Support Services") for the software during the support hours referred to in § 6 (3) via the support channels listed in § 4;

(2) After the initial license for the software has been acquired, the customer has a right to claim software maintenance services from //SEIBERT/MEDIA for a period of 12 months for that software. During this maintenance period, the support channels listed in § 4 shall be used.

(3) After the expiry of the 12 month maintenance period referred to in paragraph 2, software maintenance may be extended in accordance with § 3.

§ 3 Software Maintenance Extension

(1) The Buyer may extend the provision of support services for the software at any time by a further 12 months, by signing a new maintenance contract (hereinafter referred to as "license renewal").

(2) Irrespective of the date of the license renewal, the duration of the new software maintenance period is 12 months (possibly retroactive) and begins with the first day after the end of the last maintenance period and ends with the last day of the 12-month extension.

(3) The purchase price of the license renewal is 50% of the then valid price of the respective initial license. This is payable as a once-off payment within 30 days.

§ 4 Support Channels

//SEIBERT/MEDIA offers solely the following support channels:

1. Publicly accessible documentation at: http://seibert.biz/documentation
2. Publicly accessible Helpdesk for registering new support tickets at: https://support.seibert-media.net
3. Email address for registering new support tickets at: help@seibert-media.net

§ 5 Included Services

(1) The following support services are exclusively offered by //SEIBERT/MEDIA:

1. Investigation of problems with the software, possibly using remote access (troubleshooting),
2. Analysis of errors and investigation of the underlying causes of the reported problems (root cause analysis),
3. Support for interoperability problems with other software from the Atlassian Marketplace.

The abovementioned services are final. //SEIBERT/MEDIA is not obliged to provide further services, in particular //SEIBERT/MEDIA is not obliged to provide installation, customization,

programming, consulting, and training services. If //SEIBERT/MEDIA offers such services, they are to be paid for and agreed separately in writing.

(2) //SEIBERT/MEDIA takes responsibility for resolving documented, reproducible errors in the software (support services) using competent personnel and according to accepted industrial standards. //SEIBERT/MEDIA is not responsible for the success of the resolution of errors and assumes no guarantee in this respect. For the purposes of this contract, an 'error' is any disturbance reported by the Buyer consequentially that causes the quality and functionality of the offer and user documentation to deviate, and

1. significantly impacts the usability of the software, or
2. causes corruption of data or loss of data processed or generated by the software.

If a disturbance can not be reproduced, it is not considered an error. In this case, the parties shall endeavour to reach agreement on the action to be taken.

(3) //SEIBERT/MEDIA is exempted from the obligation to perform support services for the Buyer without affecting the payment obligation for the agreed purchase price, particularly

1. in the event of errors resulting from unauthorized modifications or adjustments to the software;
2. if the installation of the current or previous version as well as the delivered problem solutions were not performed, unless the delivered versions or problem solutions are faulty;
3. for add-on versions that were released more than 18 months before the problem was reported.
4. in the case of errors which are due to the improper or unauthorized use of the software, or operator errors;
5. for software provided by the manufacturer that is
    a. no longer produced or supported (end-of-life status);
    b. intended to be used for test purposes and is therefore an unfinished version of the software (beta version);
    c. created as a final test version (release candidate);
    d. a development version (development release);
6. for any hardware defects;
7. when the software is used on hardware and operating system environments other than those specified in the user documentation;
8. for errors caused by force majeure or similar circumstances;
9. alterations made to the software made by the Buyer in breach of the contract;
10. alterations to the software, performed by technicians outside of //SEIBERT/MEDIA without the prior written consent of //SEIBERT/MEDIA.

If //SEIBERT/MEDIA offers such services, they are to be paid for and agreed separately in writing.

(4) The Buyer shall undertake adequate data backup measures to ensure that any data to be recovered is stored in a machine-readable format, and that it can be recovered with minimum effort.

§ 6 Error Reporting, Obligation to Cooperate, and Support Hours

(1) The Buyer must immediately report any errors that occur with a detailed description of the problem using the support channels listed in § 4.

(2) For the execution of the contractual services, cooperation must be complete and punctual. The obligation to cooperate includes the following items in particular:

1. All applicable laws and regulations must be observed. It is prohibited to transfer data or content to servers which violate legal provisions, or violate third-party protection measures, or copyrights, or other rights of third parties;
2. When reporting an error, all documentation, log files,, and other information relevant to troubleshooting shall be made available without delay;
3. Only data free from computer viruses or other harmful code may be transmitted;
4. No software, technologies or procedures may be used in connection with the use of the contractual software that are capable of affecting its operation, security and availability.

(3) In order to receive fault reports, //SEIBERT/MEDIA can be reached during support hours on working days between 09:00 and 17:00 (CET/CEST). Working days include Monday to Friday, with the exception of all public holidays in the state of Hessen, Germany, in addition to the following days: 24 December and 31 December.

(4) Processing of support cases, taking into account the reaction and solution times specified in §§ 8, 9, shall be carried out during the support hours specified in paragraph 2.

§ 7 Error Classification Levels

(1) In the case of error reports, the processing of the support cases is carried out within the response and resolution times specified in §§ 8, 9. The response and resolution times depend on the classification level; The following levels apply:

1. Error level 1: Critical fault. The use of the software is impossible or significantly restricted. A significant limitation exists where the software no longer works and no functional workaround can be achieved.
2. Error level 2: Other disturbances. Any other problems with the software.

(2) //SEIBERT/MEDIA shall strive to handle all support cases in a timely manner. Error level 1 disturbances are given priority over error level 2 disturbances, independent of the time at which they were registered in the support system.

§ 8 Response Time

(1) Response time is the period between the report of an error and the first action taken by //SEIBERT/MEDIA. The period starts with the receipt of the corresponding support request within the support hours specified in § 6 paragraph 3, and runs exclusively during the agreed support

hours. If a message appears outside the agreed support hours, the response time begins with the start of the next support period.

(2) //SEIBERT/MEDIA shall strive for the following response times according to the error level:

1. Error level 1: 2 hours
2. Error level 2: 8 hours

(3) The response times are //SEIBERT/MEDIA's declared aspiration. In particular with regard to the provision of § 7 para. 2, //SEIBERT/MEDIA does not guarantee the observance of the stated reaction times. Non-compliance with these reaction times not constitute any right for the Buyer to reduce the price, claim for reimbursement, terminate or seek any other form of compensation.

§ 9 Resolution Time

(1) The resolution time is the maximum time before troubleshooting resolves the error or a workaround is implemented, after the start of work on a support case.

(2) //SEIBERT/MEDIA shall strive for the following resolution times according to the error classification levels:

1. Error level 1: 16 hours
2. Error level 2: 40 hours

(3) § 8 paragraph 3 shall apply accordingly.

§ 10 Warranty

(1) //SEIBERT/MEDIA guarantees that the services rendered in accordance with the maintenance service do not have defects which increase or reduce the value and the suitability in comparison with the agreed scope of service. Once again, this shall not apply to minor deviations.

(2) If, when contractual usage is undertaken, errors in accordance with §§ 8 and 9 are discovered, the Buyer shall be obliged to provide //SEIBERT/MEDIA two opportunities to resolve them within an appropriate timeframe. The Buyer must promptly notify //SEIBERT/MEDIA of the errors in a comprehensible form and provide it with information which is helpful for resolving the errors. Insofar as this is reasonable, the Buyer shall cooperate with //SEIBERT/MEDIA during the resolution of the errors. For such errors which are not reproducible by //SEIBERT/MEDIA, //SEIBERT/MEDIA shall provide no warranty.

(3) If, despite repeated attempts, //SEIBERT/MEDIA is unsuccessful at resolving or circumventing the error in such a manner that the software can still be used in accordance with the product description, the Buyer shall be entitled to demand the reduction of the agreed upon fee, or to extend the license period, or to withdraw from the contractual agreement.

(4) The warranty period in which the Buyer may report errors is 12 months. This excludes claims for damages by consumers as well as claims for damages due to injury to life, body

or health and/or claims for damages resulting from gross negligence or deliberate damage caused by //SEIBERT/MEDIA.

§ 11 Liability

//SEIBERT/MEDIA shall be liable for damages resulting from this contract, for whatever actual or legal reasons, only in accordance with the following regulations:

1. In the case of willful intent, gross negligence, claims under the German Product Liability Act, or in the case of a loss of life or personal injury, //SEIBERT/MEDIA shall be liable without restriction in accordance with statutory provisions.
2. Insofar as //SEIBERT/MEDIA culpably infringes an important obligation, the liability per calendar year shall be limited to the foreseeable damage at the time of conclusion of the contract up to a total amount for all damages per calendar year which corresponds to 50% of the purchase price paid by the Buyer in this calendar year, as far as the Buyer can prove the damage. Such a fundamental obligation will always exist, where the obligation is essential for the due and proper implementation of the contract, and on which the Buyer trusted and could reasonably rely. This limitation of liability also applies to data loss and data corruption.
3. Liability is excluded in the event of negligent violation of other non-essential contractual obligations

§ 12 Transfer of Agreement

//SEIBERT/MEDIA is entitled to transfer the rights or obligations from this contractual relationship in whole or in part to a third party with an announcement period of four (4) weeks. In this case, the customer is entitled to terminate the contract within two (2) weeks after notification of the transfer.

§ 13 Termination

The right to cancel the agreement for compelling reasons by either party shall remain unaffected. //SEIBERT/MEDIA shall be entitled to terminate this Agreement without notice in particular, if

1. the Buyer is in default with regard to the payment of the purchase price for more than two (2) months in spite of a reminder;
2. insolvency proceedings or any other judicial or extrajudicial procedures serving the purposes of debt regulation exist or are in the process of being instituted;
3. access data for the use of the software was made accessible to third parties without the prior consent of //SEIBERT/MEDIA;
4. the Buyer breaches their obligations under this contract, and despite an appropriate grace period with a rejection warning, they do not put an end to the infringement or demonstrate that appropriate measures have been taken to suitably prevent the repetition of the breach of contract in the future.

§ 14 Written Agreement

All agreements are contained within this contract.

§ 15 Place of Jurisdiction

(1) The exclusive jurisdiction for all disputes arising out of or in connection with this contract is the responsible court of the city of Wiesbaden, Germany, insofar as

1. the Buyer is a merchant, or
2. the Buyer has no general place of jurisdiction in Germany, or
3. the Buyer is a legal entity of public law.

(2) //SEIBERT/MEDIA is entitled to also file a suit at any other legally appointed venue.

§ 16 Governing Law

The law of the Federal Republic of Germany shall apply with the exclusion of UN Purchase Law (CISG) and of the referral regulations under German International Private Law.

§ 17 Severability Clause

Should a provision of this contract be or become invalid, all other provisions shall remain unaffected. Such an invalid provision shall be replaced with a provision which is in line with the intention which the parties could reasonably attribute to the contract at the time of entering into said contract.