
Support Subscription XSLfast

between

jCatalog Software AG

Lindemannstraße 79

44137 Dortmund

and

Company

Contact Person

Street , Street number

Country, ZIP-Code, Municipality

Phone

Fax

Effective from: TT.MM.YYYY

Subscription-Nr.: 3001nnnnYYYY

Effective from June 2006.

All Previous agreements become void.



jCatalog Software AG
Lindemannstraße 79
D-44137 Dortmund

Phone +49 231 - 3967 - 0
Fax +49 231 - 3967 - 100
<http://www.xslfast.com>

1 General provisions

- 1.1 jCatalog offers support services for delivered products as well as project solutions according to the following general conditions.

2 Conclusion of contract

- 2.1 A contract for support services is concluded via a binding order placed by the customer. The order must be confirmed in written by jCatalog in order to become legally binding. For that purpose, the customer will receive a document featuring the Support Subscription number.

3 Duration of contract

- 3.1 The Support Subscription is concluded for a term of at least one year. The contract shall be valid from the date of receipt of the order at jCatalog.
- 3.2 The Support contract shall be automatically extended for a further year unless cancellation is received at least three months before the end of the term.

4 Maintenances Fee

- 4.1 The Maintenances Fee amounts € 330,00 per Licence and Year up to 4 Licence over all.
- 4.2 At approval of 5 ore more than 5 Licence the Maintenances Fee amounts € 269,00 per Licence and Year.

5 Invoice and payment

- 5.1 Invoicing shall be effected annually in advance. Payment is due upon receipt of the invoice without any deductions.

6 Hours and Support

- 6.1 The support services will be available on workdays between 09h00-16h00 (GMT).
- 6.2 Outside these hours, support services will only be rendered against extra charge and special agreement. Charge per applicable working hour according to the currently effective hourly rate € 75,00.

7 Services

- 7.1 The support services within the scope of a Support Subscription contract comprise the following
- free updates to the latest versions
 - hotline support during the indicated support hours for installation, commissioning and operation of the products and project solutions as specified in the contract
 - support in trouble-shooting and creating diagnostic documents
 - transmission and clarification in case of problems with standard products of suppliers like em Software, Microsoft, Sun etc. as well as feedback of the problem solutions to the customer
 - passing on of reports on errors and experiences
 - sending of corrections or supplements, if necessary by taking into account foreign license fees incurring further costs
- 7.2 The support services within the scope of a contract do not comprise
- the support of products or project solutions that are not part of the support contract
 - faults resulting from modifications to products or project solutions carried out by the customer
 - individualizations of products or projects solutions having been carried by the customer without prior agreement with jCatalog
 - problems or faults resulting from the use of product or project solution combinations with other products that have not been authorized
 - Additional services have to be defined and described in detail in the order

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8 Trouble reports

- 8.1 Troubles can be reported during the indicated support hours
- by phone using the central phone number +49 231 3967--0
- 8.2 Moreover, troubles can be reported
- by fax using the central fax number +49 231 3967-100
 - by email using the central address support@xslfast.de
 - via the Internet using the central address <http://www.xslfast.de>

9 Priorities

- 9.1 Support services are dealt with using 3 priority levels.
- **Priority 1** for all troubles rendering work with the products and project solutions as specified in the contract impossible.
 - **Priority 2** for all troubles severely affecting work with the products and project solutions as specified in the contract.
 - **Priority 3** for all other troubles.
- 9.2 The customer will appoint a priority on the basis of the aforesaid evaluation criteria. However, jCatalog reserves the right to alter this priority in case of misjudgment.

10 Reaction times

- 10.1 Within the support hours, the reaction time for troubles until the commencement of qualified trouble-shooting work is as follows
- for priority 1 a maximum of 4 hours
 - for priority 2 a maximum of 1 working day
 - for priority 3 a maximum of 3 working days
- 10.2 jCatalog will start with the error recovery within the reaction time. However, a fixed time for error recovery cannot be guaranteed.
- 10.3 As regards troubles with priority 1, these will be dealt with during the fixed support hours without interruption until the error has been completely eliminated or the priority can be altered due to by-passing and resumption of work at the customer's premises. In case of several troubles with priority 1 reported immediately one after the other these will be dealt with in the order of their receipt.

11 Miscellaneous

- 11.1 As a supplement, the currently applicable release of the General Software Conditions of jCatalog Software AG shall be applicable.
- 11.2 Subsidiary arrangements and contract modification must be made in written in order to become valid.
- 11.3 In the case of legal invalidity of individual provisions or parts of these provisions, whether now or at a later time, the other provisions shall nonetheless remain valid.

Date_____
jCatalog Software AG_____
Date_____
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