# Support conditions for Q Point Software services
## Valid from July 1st, 2025

### 1. General conditions

a) These support conditions apply to all software services (hereinafter referred to as QP services) provided to a customer by Q Point AG (4900 Langenthal, Switzerland) or one of its subsidiaries (hereinafter referred to collectively as QP).

### 2. Definitions

a) *Customer*: The legal entity that has concluded a contract with QP regarding the use of QP Services.

b) *User:* A natural person who is authorised to use the QP Services on behalf of the Customer.

c) *QP Services (not exhaustive)*: Q Plant, Q Site, Q Transport, Q Machines, SiteBuddy App, TruckBuddy App, Q Directories, which can be used either via web browser or on mobile devices (apps).

d) *Response time:* Period between receipt of the customer's report and the time at which the error analysis begins. Times outside the defined on-call times are not included.

e) *On-call time:* The period during which QP employees are available for service and support enquiries.

### 3. Prerequisites

a) *Legal requirements:* The possibility to use support services by QP requires a valid licence agreement between the customer and QP and the express consent of the respective user to the terms of use of the QP services.

b) *Technical requirements:* Support services can only be utilised if the user has installed third-party software (e.g. operating systems, browsers) in the supported version specified by QP on the end device. QP shall announce the required versions in good time and with a reasonable lead time. For mobile applications provided by QP, the user must always use the latest version from the Google Play Store or the Apple App Store. In addition, all authorisations required for use must be granted on the end device.

c) QP shall not process support requests that do not fulfil the legal requirements set out in point a) or that relate to system environments that do not fulfil the technical requirements set out in point b).

### 4. Availability of QP services

a) The QP Software Services are generally available 365 days a year around the clock (00:00 - 24:00), with a guaranteed minimum availability of 99.5 % per calendar year. Excluded from this are duly announced maintenance windows.

### 5. Scope of support

a) The following support services are included in the licence agreement at **no additional cost**:

- Support in the event of malfunctions or limited availability of QP software services;
- Support in the event of reproducible software errors (e.g. crashes, incorrect results), excluding operating errors;
- Proactive monitoring of the infrastructure and backend services;
- Daily data backup (every 24 hours) of master and transaction data
- Restoration of data from backups of the last 7 days, if the data loss was caused by QP;
- Implementation of disaster recovery measures if QP is responsible for the cause.

b) The following support services can be utilised **for a fee**:
- Support with general application questions regarding the functionality of the QP software;
- Technical support regarding interfaces (APIs);
- Technical support for customer partners in the context of interoperability, configuration and error analyses;
- Restoration of data from the last 7 days, provided the data loss was not caused by QP;
- Disaster recovery, insofar as QP is not responsible.

c) QP is not obliged to verify whether the respective employee of the customer is authorised to order chargeable support services. If the customer has not notified any named and exclusively authorised persons (see section 10), requests from any employee shall be deemed to be authorised by the customer. The customer may request a quotation prior to the execution of chargeable services. In this case, the service will only be provided after an express order has been placed.

d) Not included in the scope of support services and to be requested and commissioned separately are in particular:
- On-site operations
- User training and courses

### 6. Availability and on-call times

a) Support is offered exclusively in German and English.

b) Support is available on working days (Mon - Fri) from 7:30 am (CET) to 5:30 pm (CET) (= on-call time). Outside of these times, there is no entitlement to availability and support.

c) Support is not available on the following days:
- Easter Monday
- Ascension Day
- Whit Monday
- 1 November (All Saints' Day)
- 24 December up to and including 6 January (Christmas holidays)

d) Support outside the regular on-call times (see b) and c)) can only be provided by means of a special arrangement agreed in writing between the customer and QP at least 14 days in advance. QP is not obliged to agree to such a special arrangement.

### 7. Contact information (for all customers)

a) Telephone support (for all customers)
- Switzerland: +41 62 916 90 70
- Germany: +49 844 485 84 900
- Austria: +43 1 319 2090 700

b) E-Mail support
- servicedesk@q-point.com

c) Support form on the homepage:
- Use the form which you can find here.

### 8. Error Resolution and Customer Cooperation Obligations

a) QP shall determine, at its sole discretion, the manner and method of error resolution.

b) The customer is obliged to support QP, at its own expense, in the fulfilment of QP's contractual support obligations. In particular, the customer shall provide the following cooperation:
- Establish an internal first-level support helpdesk for end users. This relieves QP from direct user support, and QP shall primarily communicate with the Customer's trained and competent key user, if possible;
- Designate a responsible contact person (and a deputy) for submitting error reports;
- Document errors in a comprehensible manner and submit them without delay using the communication channels defined in the support conditions;
- Grant remote access to the customer's system for the purpose of analysis, maintenance, and troubleshooting, if requested by QP;
- Provide data for error analysis upon QP's request, either by granting direct access or by delivering data on a physical medium, which will be returned after use. The data shall be used solely for the purpose of error analysis;

- Cooperate with QP in any other measures necessary for the analysis and resolution of errors.

## 9. Error Categories and Response Times

a) *Error Category 1 – Critical Error:* Severe malfunction; use of QP services is not possible.
- Response time: ≤ 2 hours

b) *Error Category 2 – Major Error:* Use of QP services is limited or possible only through workarounds.
- Response time: ≤ 4 hours

c) *Error Category 3 – Minor Error:* Use of QP services is possible with minimal restrictions.
- Response time: ≤ 8 hours

d) The classification of the error is made by QP based on its initial analysis of the issue. The Customer has no entitlement to a particular error classification.

## 10. Contact Persons and Authorized Individuals

a) The customer shall designate in writing a primary technical contact (including a deputy) for support inquiries no later than two (2) weeks after conclusion of the contract and shall promptly notify QP of any changes.

b) If the customer does not explicitly designate specific contact persons or authorized individuals for the commissioning of chargeable support services, QP is entitled to process and invoice such requests from any employee of the customer.

## 11. Chargeable Support Services and Support Outside Regular Business Hours

a) For support services outside regular hours, if no special agreement has been made, the following rates apply:
- EUR/CHF 30.00 per started 10-minute interval

b) For support services outside regular hours, if no special agreement has been made, the following rates apply:
- Standby fee (payable regardless of actual use, for the duration of the agreed standby period):
    i. Mon–Fri (17:30 – 07:30): EUR/CHF 15.00 per hour
    ii. Saturday (00:00 – 24:00): EUR/CHF 20.00 per hour
    iii. Sunday and public holidays (as per Section 6c): EUR/CHF 30.00 per hour
- Support fee (payable upon actual provision of support):
    i. EUR 40.00 per started 10-minute interval

c) Support services are invoiced on a monthly basis. The customer shall receive a list of the services provided as well as the date and duration of the support.

– END of document –