

Adlib Maintenance Agreement

The Undersigned:

- a. Axiell ALM Netherlands B.V., with offices in Maarssen at Safariweg 18-22, represented by Mrs M.T. van der Kwartel, Managing Director, hereinafter to be called: AXIELL ALM NETHERLANDS
- and
- b. <<%1>>, with registered offices at <<A1>> in <<%4>>, represented by XXXXXXXXXXXXXXXXXXXXXXXXXXXX, hereinafter to be called: CLIENT,

both jointly hereinafter to be called "parties",

Considering that:

- (i) parties have agreed that AXIELL ALM NETHERLANDS will provide the CLIENT with the Adlib service as specified in the framework agreement and the licensing agreement;
- (ii) the CLIENT wish to contract for the Maintenance of the Adlib products;
- (iii) Parties wish to record the terms under which the Maintenance will be carried out by AXIELL ALM NETHERLANDS and one another's mutual obligations in writing;

Agree the following:

Definitions:

The following definitions apply in this agreement:

<u>Adlib designer</u>	Standard software used by AXIELL ALM NETHERLANDS as a development tool and which is licensed under conditions to clients in order to develop and maintain their own bespoke software. This Maintenance Agreement applies to Adlib designer but not to the bespoke software developed by the CLIENT using it.
Adlib maintenance services	The services as described in the maintenance agreement.
<u>Adlib product(s)</u>	Standard software, possibly hosted via the Internet, provided by AXIELL ALM NETHERLANDS, including user documentation as described in the Quote and the Licensing Agreement and the associated Appendices.
<u>Advice</u>	'Advice' in the context of this Maintenance Agreement means advising the CLIENT - according to ability, since this involves external services - when examining disruptions.
<u>Availability</u>	The situation where the CLIENT can make use of the Adlib products.

<u>(Adlib) Level of availability</u>	The percentage of the time that the Adlib products are available to use, calculated over periods in which no disruptions occur or have occurred.
<u>Security</u>	The manner in which the authenticity, confidentiality, integrity and exclusivity of data is protected.
<u>Build</u>	A build is the process whereby Adlib software is constructed on the server and whereby a unique number is provided which identifies a service pack.
<u>Corrective maintenance</u>	Corrective maintenance covers the ad hoc development, testing and distribution of new service packages (as a result of security risks and of bug resolutions) for the Adlib products, furnished with clear service package notes and - where necessary - amended user documentation.
<u>Data dictionary</u>	A data dictionary is the description (in terms of fields, associated coding options and key fields) of the tables in the databases of the Adlib products.
<u>The working of an Adlib product which could be expected in view of the user documentation</u>	The working of the Adlib product as set out in (a) the functional specifications which form part of the licensing agreement underlying this maintenance agreement, in (b) the user documentation provided with the Adlib products and in (c) this maintenance agreement.
<u>Bug</u>	A 'bug' is a deviation from the working of an Adlib product which could be expected in view of the user documentation or which is caused by that product.
<u>Bug diagnosis</u>	Bug diagnosis is the service which determines whether a complaint is caused by a bug, an issue or a disruption.
<u>Users group</u>	An association of Adlib users.
<u>Bespoke software</u>	Bespoke software which has been developed by the CLIENT under its own responsibility, with or without the aid of Adlib designer.
<u>User support</u>	Support from or on behalf of AXIELL ALM NETHERLANDS to (representatives of) the CLIENT with questions about the working of Adlib products.
<u>Helpdesk</u>	The service channel through which the CLIENT communicates its questions and complaints and AXIELL ALM NETHERLANDS its replies and diagnoses. The Helpdesk also has administrative responsibility for resolving faults at AXIELL ALM NETHERLANDS and will initiate an advice process with regard to combating disruptions.
<u>Rectification time</u>	The time which starts after a bug diagnosis and ends at the time when the bug is rectified (or a workaround has been realised).

<u>Complaint</u>	A complaint is any concrete expression of dissatisfaction by or on behalf of the CLIENT to AXIELL ALM NETHERLANDS about the working of Adlib products.
<u>Complaint diagnosis</u>	The categorisation of a complaint as an issue, disruption or bug by AXIELL ALM NETHERLANDS, which reasoning where necessary.
<u>Bespoke software</u>	Standard software which has been specially modified and/or expanded for the CLIENT by AXIELL ALM NETHERLANDS on the instructions of the CLIENT and software which has been specially developed for the CLIENT.
<u>Backward compatibility</u>	'Backward compatibility' means that all later releases and service packs in a version remain operational with the information and data collections built up in earlier releases and service packs of that version.
<u>Maintenance</u>	User support to prevent or resolve complaints about the working of Adlib products.
<u>Performance report</u>	Periodic report about the performance of the Adlib products set against the agreed quality parameters and periodic assessment and analysis of and consultation about this information.
<u>Preventative maintenance</u>	Preventative maintenance relates to ensuring that the Adlib products continue to work properly (i.e. in accordance with agreed service level) on the agreed system software and within the same division of the Adlib products.
<u>Prospective maintenance</u>	Modification of the Adlib products in the form of new releases, so that the Adlib products remain in line with changing external conditions (e.g.: client's changing legal obligations). If the external conditions mean that a modification needs to be made to the data model, a new version of the software will be needed, so that the modification is no longer covered by this maintenance agreement.
<u>Response time</u>	The period of time starting at the moment when a complaint is received by AXIELL ALM NETHERLANDS and ending at the moment when AXIELL ALM NETHERLANDS informs the CLIENT what the complaint diagnosis is.
<u>Regular maintenance</u>	Regular maintenance involves the periodic development, testing and distribution of new releases (as consolidations of service packs) of the Adlib products, furnished with clear release notes and modified user documentation where necessary.
<u>Release</u>	Within a version maintenance is linked to numbered releases (collections of service packs) which are backward compatible with the version of which they form part.

<u>Security risk</u>	A 'security risk' is a known vulnerability to malicious software. These can relate to Adlib products (and will then lead to prospective maintenance) but can also relate to system software (and will then lead to advice if requested).
<u>Service pack</u>	Service packs are numbered, individual changes to releases via builds which result from either observed security risks or from corrective maintenance.
<u>Service, release and version management</u>	The administration of, documentation of and communication about new service packs, releases and versions.
<p><u>Standard software</u></p> <p>The Adlib standard software is divided into (1) Basic software and (2) Applications. These are summarised on the right:</p>	<p>(1) Basic software:</p> <p>(a) Adlib core software: The basic program on which Adlib applications and databases run (adlwin.exe). The Adlib core software is the motor of the Adlib package (similar to Access.exe). The software is supplied in various versions depending on the licensing model chosen which match different types of database (e.g.: file-based Adlib database, MS SQL, Oracle).</p> <p>(b) Adlib designer The program (the Adlib toolkit) with which the Adlib applications and databases are built and modified (ADLIBdesigner.exe). <u>AXIELL ALM NETHERLANDS</u> uses this program itself to build the model applications.</p> <p>(c) Adlib Internet server The program that <u>AXIELL ALM NETHERLANDS</u> has developed as a link between the Adlib database and the Internet.</p> <p>(2) Applications: The standard applications which <u>AXIELL ALM NETHERLANDS</u> has built with its knowledge of practice in libraries, museums and archives and delivers ready-to-use, including:</p> <ul style="list-style-type: none"> - Adlib Museum - Adlib Library - Adlib Archive - Adlib Plus / XPlus; a combination of the Museum, Library and Archive application
<u>System software</u>	The operating system software, the database management software and the web server software which the Adlib products use and on which they are reliant.
<u>Issue</u>	An 'issue' is an alleged deviation from the working of an Adlib product which could be expected in view of the user documentation.
<u>Version</u>	A version is a numbered collection of releases of a series of Adlib products with an unchanging data model. If any form of maintenance requires a modification to the

	data model, backward compatibility cannot be guaranteed.
<u>Version-release-service pack numbering</u>	Adlib products are indexed using three numbers: Adlib product-[version#].[release#].[service pack#]
<u>Disruption</u>	A 'disruption' is a deviation from the working of an Adlib product which could be expected in view of the user documentation which is not caused by that product but by another external cause.
<u>Working days</u>	Monday to Friday between 9.00 a.m. and 5.00 p.m. with the exception of Dutch public holidays including Good Friday, 5 May and New Year's Eve.
<u>Workaround</u>	Alternative workable solution to a deviation from the working of an Adlib product which could be expected in view of the user documentation.

1. General

- 1.1 This agreement sets out the service provision (the service levels which apply) in the area of Maintenance of the Adlib products as AXIELL ALM NETHERLANDS offers it to the CLIENT and as the CLIENT accepts it. This agreement forms part of the framework agreement and the associated Sub-Agreements and Appendices.
- 1.2 The aim of the Maintenance is to safeguard the working of the Adlib products.
- 1.3 The aim of this Maintenance Agreement is to make binding agreements about the scope and the quality parameters of the service provision in this regard and about the reporting on it.
- 1.4 The agreement consists of the following parts:
- 1. General (pages 5-7)
 - 2. Maintenance services and service levels (pages 7-12)
 - 3. Requirements made of the CLIENT (page 13).
- 1.5 The agreement also contains a number of appendices which form an integral part of this agreement and which consist of:
- **Appendix 1** contains information about contact persons, addresses, telephone numbers and contactability of (representatives of) the CLIENT and AXIELL ALM NETHERLANDS.
 - **Appendix 2:** Standard charges and costs;
 - **Appendix 3:** Reporting and consultation;
 - **Appendix 4:** Summary of the maintenance services purchased from AXIELL ALM NETHERLANDS by the CLIENT, including service levels and charges;

Parties' obligations

- 1.6 AXIELL ALM NETHERLANDS undertakes to the CLIENT to perform the maintenance tasks at the service level as specified in this agreement and in the Appendices.

1.7 The CLIENT undertakes to AXIELL ALM NETHERLANDS to purchase the maintenance services described in this agreement at the agreed price and subject to the agreed procedures as described therein.

Term /termination

1.8 The maintenance agreement has a term of 12 calendar months to be calculated from the commencement date. The agreement will be automatically extended by a corresponding period unless the CLIENT terminates the agreement by registered letter at least 2 (two) months prior to the end of the maintenance period.

Costs

1.9 All costs arising from improper use or from use not in accordance with the user documentation of the Adlib products by the CLIENT will be entirely the responsibility of the CLIENT.

1.10 All costs of Maintenance are payable annually in advance. The maintenance charge will be increased annually without pre-announcement in line with the latest published Consumer Price Index figure. AXIELL ALM NETHERLANDS undertakes to inform the CLIENT in writing of any other increases in the maintenance charges at least 3 (three) months before the start of a new charging period. In the event of a price increase other than on the basis of the Consumer Price Index, the customer has the right to terminate the Sub-Agreement to which the price increase relates within one month of its announcement.

Change in purchase/number of licences

1.11 In the event of a change in the licences, both expansions and reductions, the annual maintenance charge will be amended accordingly. For expansion of the licence, the change to the maintenance charge will commence on the moment of delivery of the expansion. When reducing the licence, the new maintenance charge will take effect at the end of the current maintenance period. Refunds are not possible. Reductions and expansions of the licence must be notified by the CLIENT in writing.

Confidentiality

- 1.12 AXIELL ALM NETHERLANDS undertakes not to reveal any information or facts relating to the CLIENT of which it becomes aware as a result of this maintenance agreement to third parties in any way other than with express written permission from the CLIENT.

Intellectual Property

- 1.13 The intellectual property rights, including copyright, relating to Versions, Releases, workarounds, patches and/or bespoke software developed by AXIELL ALM NETHERLANDS under this agreement will always be held by AXIELL ALM NETHERLANDS unless agreed otherwise in writing.

Changes

- 1.14 Both AXIELL ALM NETHERLANDS and the CLIENT can submit requests to change this Maintenance Agreement in accordance with the applicable change procedure as set out in the framework agreement, article 10.

Commencement date

- 1.15 The commencement date for this agreement is the delivery date of the Adlib software.

2. Maintenance services and service levels

Maintenance services

- 2.1 This maintenance agreement relates only to maintenance services provided by AXIELL ALM NETHERLANDS for Standard software, for both Hosting and non-Hosting clients. This Agreement does not apply to the Hosting Service itself. Support services for this product must be contracted separately.
- 2.2 AXIELL ALM NETHERLANDS guarantees that new Releases of the Adlib core software are always backward compatible for each Version (see definitions). This means that applications which have been built with Adlib Designer and which work well under earlier Releases for the relevant Version of the Adlib core software must also work with a later Release of the Adlib core software for the same Version.
- 2.3 The Maintenance relates only to the Standard software supplied by AXIELL ALM NETHERLANDS and possibly, if agreed separately, the Bespoke software developed by AXIELL ALM NETHERLANDS on the instructions of the CLIENT. If the CLIENT requires support for an application which it has developed or modified itself, it will be possible to request a quote for this from AXIELL ALM NETHERLANDS.
- 2.4 This agreement does not apply to bespoke software, Bespoke software or applications which have been tailor-made by parties other than AXIELL ALM NETHERLANDS. Such applications are not maintained by AXIELL ALM NETHERLANDS unless expressly and separately agreed otherwise.

2.5 The application of modifications performed previously, possibly by AXIELL ALM NETHERLANDS, to new Standard software (migration) is not covered by the maintenance agreement

Types of Maintenance

2.6 AXIELL ALM NETHERLANDS provides four different types of maintenance service: (a) helpdesk support, (b) preventative maintenance, (c) corrective maintenance and (d) modifications.

(A) Helpdesk support:

- AXIELL ALM NETHERLANDS provides a Helpdesk to receive incident reports (complaints, see definitions) and requests for support. The CLIENT is responsible for reporting incidents.
- The Helpdesk has administrative responsibility for dealing with complaints in accordance with the agreed level of services.
- The CLIENT can make use of the AXIELL ALM NETHERLANDS Helpdesk for all questions relating directly to the use of the Adlib products.
- Providing user support to the users of Standard software.
- Providing support with the use of Adlib Designer to the CLIENT or the CLIENT's Suppliers who develop with Adlib products.
- AXIELL ALM NETHERLANDS will clarify any lack of clarity in the supplied Adlib user documentation.
- The CLIENT is not obliged to accept new Releases or Versions of the Adlib products if the CLIENT does not wish to do so. In that situation AXIELL ALM NETHERLANDS is entitled to terminate the support or to attach new conditions to the support.
- AIM can decide no longer to support older versions of Adlib products during the term of the maintenance agreement. The CLIENT will be informed about this at least six months in advance and be offered the chance to replace this older Version with a more recent Version.
- Providing reports by mail and also via the website containing all information relevant to the CLIENT such as about the existence of Bugs and the issuing of updates, patches, new Releases and new Versions of Adlib products.
- Participation in and feedback about relevant consultation, including the Users Consultation.

(B) Preventative maintenance consists of:

- ensuring that the Adlib products continue to work properly on the underlying system software specified as being compatible;
- identifying trends in, links between and causes for frequently occurring problems (e.g. performance problems) and modifying the software as a result of this;
- developing, testing and supplying new Releases of the Adlib products, furnishing with clear release notes containing all application changes and technical user documentation;
- testing modifications to the software for unwanted side-effects and correcting Bugs in this regard;
- managing user documentation, the data model and the management procedures;
- making the latest user documentation, the latest Adlib Data dictionary and XML schemas and the latest management procedures available via the web;
- AXIELL ALM NETHERLANDS will provide new Releases of the standard Adlib products supplied on request without additional charge. The CLIENT must thereby be responsible for the installation. If required, AXIELL ALM NETHERLANDS can also assist with the installation at the hourly rates then in force. The availability of new Releases of Adlib products will be announced via the customary channels, including the AXIELL ALM NETHERLANDS website (www.Adlibsoft.com).

(c) Corrective maintenance comprises:

- receiving complaint reports from the CLIENT;
- complaint diagnosis by AXIELL ALM NETHERLANDS;
- rectifying complaints diagnosed as a Bug within the agreed Rectification Time by issuing solutions to Bugs in the short term in the form of fixes or patches and in the long term as part of upgrades or Releases;
- making information about Bugs and any solutions available to all users via the Internet;
- Disruptions (see definitions) are excluded from corrective maintenance.

(d) Modifications comprise:

- to modify the Adlib products in consultation with the Users Group in line with the requirements for library, collection recording and archive systems which change from time to time (e.g. making collections accessible on the web);
- to make modifications to applications (e.g. as a result of Disruptions) at the CLIENT's request (for payment and on the basis of a separate agreement);

Adlib Designer (Toolkit) and modifications made by the CLIENT or by third parties hired by the CLIENT

2.7 Because certain Adlib products can be supplied with a "toolkit (Adlib designer)" with which a user can make their own application modifications, a special situation arises with regard to the model software modified by the CLIENT when converting the Adlib Standard software in use at the CLIENT to future upgrades of the Standard software.

2.8 If Standard software has been modified by a CLIENT itself the entitlement to the conversions covered by the maintenance agreement (and therefore free) to future upgrades of the Standard software lapses. An exception to this are the application modifications which have been made in such a way that this *cannot* have any deleterious consequences for the upgrade. If the CLIENT has shown that this is the case (the modifications made by the CLIENT itself cannot conflict with the Standard software, or the modifications have been documented and designed in such a way that the user can apply them again after Regular maintenance has been carried out), AXIELL ALM NETHERLANDS will carry out that Maintenance under the maintenance agreement.

2.9 If the CLIENT cannot show that the modifications made by the CLIENT itself cannot conflict with the Standard software which is subject to regular maintenance then AXIELL ALM NETHERLANDS can carry out a conversion on request, but only on the basis of separate agreement. If it accepts the assignment, AXIELL ALM NETHERLANDS can charge the time spent at the rate in force at that time.

Service Levels

2.10 The service levels associated with the various maintenance services relate to communication procedures and response times. The following articles set out the uniform basic levels for communication procedures and response times.

Communication procedures (general)

2.11 Communication about the service provision takes place at two levels:

- At operational level, the operational contacts take place on an ad hoc basis between the CLIENT's contact persons designated for the purpose and AXIELL ALM NETHERLANDS's Helpdesk about Complaints, Complaint Diagnosis, etc.
- At strategic level, liAxiell ALM Netherlandson takes place at the initiative of the Users Group between the Users Group and AXIELL ALM NETHERLANDS about evaluation of the contract, expansion of the services, charges and/or software developments.

Appendix 1 contains details of the contact persons.

Communication procedures for complaint handling

2.12 Communication about Complaints is communication at operational level. The following procedure applies to this:

- In the event of a complaint (see definitions) the CLIENT will notify AXIELL ALM NETHERLANDS, preferably in writing (e-mail, letter or fax). The notification must be accompanied by all information relevant to AXIELL ALM NETHERLANDS (if the CLIENT deems this advisable for reasons of business security, it will use confidential channels of communication which it deems acceptable for this);
- If the notification relates to a Complaint which the CLIENT believes to be a Bug, it must indicate with reasons whether or not it deems the Bug to be *urgent* in nature, i.e. that it prevents access to the database, transactions with the database or the inputting of data into the database.
- AXIELL ALM NETHERLANDS is obliged to diagnose the received Complaint as an urgent or non-urgent Bug, as a Disruption or as an Issue and to inform the CLIENT of that reasons diagnosis within the agreed Response Time (see definitions and the table on page 12);
- AXIELL ALM NETHERLANDS undertakes to rectify a Complaint diagnosed as an (urgent or non-urgent) Bug within the agreed Rectification Time (see definitions and the table on page 12) and to make the relevant patch and/or Workaround available;
- A number of requirements must be met in order to be able to guarantee the response times (see below). Failure on the part of the CLIENT to meet these requirements will relieve AXIELL ALM NETHERLANDS of the obligation to produce a solution within the agreed time. The requirements in question are:
 - providing online access for AXIELL ALM NETHERLANDS to the client's application and data;
 - clear description of the problem by the client to AXIELL ALM NETHERLANDS;
 - reproducibility of the problem;
 - provision of information needed for diagnosis and/or solution at AXIELL ALM NETHERLANDS's request;
 - availability of relevant contact person at the client.
- A failure to comply with these requirements or a delay in complying, e.g. as a result of waiting time when making data available, will result in the response time being suspended and is therefore not include in the agreed Rectification Time.
- If the CLIENT fails to respond to AXIELL ALM NETHERLANDS's request for the provision of the information specified above within two weeks, AXIELL ALM NETHERLANDS is free to consider the Complaint to be resolved.
- If there remains a difference of opinion between AXIELL ALM NETHERLANDS and the CLIENT, even after discussion, concerning a diagnosis made by AXIELL ALM NETHERLANDS, this question will be submitted to and decided by an independent expert to be appointed for that purpose by both parties.

Standard response times

2.13 AXIELL ALM NETHERLANDS applies the following standard response times;

- The AXIELL ALM NETHERLANDS Helpdesk is open on working days between 9.00 a.m. and 5.00 p.m. This is also the period within which AXIELL ALM NETHERLANDS provides services in connection with Corrective maintenance;
- The CLIENT's contact persons designated for that purpose or suppliers used by the CLIENT must be able to contact a qualified employee on the Helpdesk for Advice within 15 minutes during the opening hours;
- AXIELL ALM NETHERLANDS will provide a Complaint Diagnosis within the agreed response time. For Complaints labelled as urgent by the CLIENT this is no more than 4 hours, and 8 hours for other Complaints.
- In those cases that involve a Complaint which has been labelled as urgent which AXIELL ALM NETHERLANDS has diagnosed as an urgent Bug, AXIELL ALM NETHERLANDS will provide a solution as soon as possible, but certainly within 2 (two) working days (16 working hours) after the Complaint Diagnosis.
- In those cases that involve a Complaint which has been diagnosed as a non-urgent Bug by AXIELL ALM NETHERLANDS, it is at AXIELL ALM NETHERLANDS's discretion, possibly in consultation with the CLIENT, whether and if so when a solution or Workaround will be provided.

Maintenance levels

2.14 The charges for Maintenance are related to the agreed maintenance level. The options are:

Level 1 comprises the Maintenance as described in this agreement articles 2.1 to 2.9.

Level 2 comprises the Maintenance of level 1 supplemented with Maintenance to the bespoke software that AXIELL ALM NETHERLANDS has installed on the CLIENT's instructions.

Level 3 comprises the Maintenance of level 1 supplemented with account management.

With account management AXIELL ALM NETHERLANDS appoints a fixed contact person for the communications with the CLIENT. This person will initiate regular discussions at least twice a year. All operational matters can be discussed during these discussions. In addition tactical matters (relating to contract, procedures, invoicing, etc.) and strategic matters (evaluation of service provision, the future plans of AXIELL ALM NETHERLANDS and/or CLIENT) can also be discussed.

Level 4 is a combination of level 2 and level 3.

Summary of services and standard service levels

Type of notification	Diagnosis time	Diagnosis	Rectification time	Outcome
Question	4 hours	In user guide (UG)	2 hours	Reply
Question	4 hours	In user guide	4 hours 40 hours	Reply Poss. UG update
<u>Complaint (urgent)</u>	4 hours	<u>Issue</u>	n/a	Poss. UG update
<u>Complaint (urgent)</u>	4 hours	<u>Disruption</u>	n/a	None
<u>Complaint (urgent)</u>	4 hours	Urgent <u>Bug</u>	16 hours	Patch, Workaround

<u>Complaint (urgent)</u>	4 hours	Non-urgent Bug	indeterminate	Patch, Workaround
<u>Complaint (non-urgent)</u>	8 hours	<u>Issue</u>	n/a	Poss. UG update
<u>Complaint (non-urgent)</u>	8 hours	<u>Disruption</u>	n/a	None
<u>Complaint (non-urgent)</u>	8 hours	<u>Bug</u>	indeterminate	Patch, Workaround

3. Client's stipulated requirements.

- 3.1 In order to be able to safeguard the quality of AXIELL ALM NETHERLANDS's services, a number of requirements are laid down for the use of the provisions.
- CLIENT will ensure that the Adlib products are used in accordance with the user documentation;
 - CLIENT will ensure adequate documentation of the phenomenon which gives rise to the Complaint, particularly specifying how the complaint situation can be reproduced;
 - CLIENT will ensure adequate identification of the Versions and Releases which are in use operationally - both of the Adlib products and of the System software.
- 3.2 In the case of a Helpdesk question the CLIENT must first have checked that the answer is not provided in the User Documentation.
- 3.3 In the case of complaint notifications the CLIENT must inform AXIELL ALM NETHERLANDS as soon as possible, preferably in writing (e-mail, letter or fax).
- CLIENT must enable AXIELL ALM NETHERLANDS to do what AXIELL ALM NETHERLANDS feels is required.
 - The notification must be accompanied by all information relevant to AXIELL ALM NETHERLANDS; this must be sufficiently clear.
 - CLIENT must ensure that the Adlib products including data are accessible to AXIELL ALM NETHERLANDS.
 - The relevant contact person must also be available.
- 3.4 If it is found in the Complaint Diagnosis that a Complaint is not attributable to the Adlib products, AXIELL ALM NETHERLANDS is entitled to charge the costs incurred for any rectification on to the CLIENT at the rate then in force.
- 3.5 The Complaint Diagnosis itself is a maintenance service, the costs of which are covered by the maintenance agreement.

Thus agreed and prepared and signed in duplicate in Maarsse, date **[today's date]**

Axiell ALM Netherlands B.V.

<<%1>>

M.T. van der Kwartel
Managing Director

[name for signature]
[job title]

Appendix 1: Contact persons, addresses and contactability

The following information concerning contact persons, addresses and contactability apply to the CLIENT:

<<%1>>
Attn. <<AH>> <<VL>> <<TV>> <<AN>>
<<pa>>
<<pc>> <<pl>>

The following information concerning contact persons, addresses and contactability apply to AXIELL ALM NETHERLANDS:

Axiell ALM Netherlands B.V.
Mrs. M.T. van der Kwartel
Safariweg 18-22
3605 MA Maarssen
The Netherlands

Tel.: +31 (0)346-58 68 00
Tel. Helpdesk: +31 (0)346-58 68 01

E-mail: ALM.info@axiell.com
E-mail Helpdesk: ALM.helpdesk@axiell.com

Appendix 2 Adlib Standard charges for maintenance services at standard level per Adlib product per year

	License fee based maintenance	Bespoke work based maintenance
Level 1: standard maintenance	20% of licence fees	
Level 2: additional maintenance on bespoke work	20% of license fees	+ 10% of bespoke work value
Level 3: standard maintenance including account management	25% of license fees	
Level 4: level 2 + level 3	25% of license fees	+ 10% of bespoke work value

* With a minimum amount of the equivalent of 16 hours at the hourly rate then in force.

Appendix 3: Reporting and consultation

With regard to periodic consultation, please see the provisions set out in art. 2.11 ff. (Communication procedures general). The following applies in addition to this:

AXIELL ALM NETHERLANDS will provide the CLIENT with insight into the maintenance service provision via <http://www.adlibsoft.com/myadlib/> . MyAdlib gives access to the following topics:

- number of calls (questions, Complaints), broken down by diagnoses and outcome;
- number of closed calls;
- number of outstanding calls.

In addition, when appropriate there will be reporting via the (digital) Adlib newsletter, which particularly covers developments and trends relating to (the use of) Adlib software.

If necessary, AXIELL ALM NETHERLANDS will provide an interim report. This might be in the case of the discovery of a serious Bug which might pose problems for the CLIENT or if a patch, update, Release or Version which has not been announced is issued.

Where necessary the CLIENT and AXIELL ALM NETHERLANDS will initiate discussions on an ad hoc basis. This also applies to the Users Group.

Appendix 4 Maintenance services purchased, at what service level and for what charge

The table below sets out which maintenance services are purchased by the CLIENT and provided by AXIELL ALM NETHERLANDS for which Adlib products:

Level 1:
<ul style="list-style-type: none">•

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The table shows what deviations from the standard service level have been agreed for which Adlib products:

...

The table below shows which compatibility and system requirements the CLIENT must meet in order to be able to claim Maintenance at the agreed level.