

Scope of Service and Support Secret Ear System

Version 01.09.2025

1. Included products

The subject matter of this declaration is the provision of service and support by CYFEX AG (CYFEX) to the customer (CUSTOMER) within the scope of the licensing of the software products listed below. The purpose of these services is to ensure the proper operation and use of the software by the CUSTOMER. The following license types are part of this agreement:

- License type 365
- Counterdongle licenses

This declaration applies to all valid user agreements relating to the above-mentioned license types. By signing the software offer or purchasing a software license, the CUSTOMER accepts this declaration as binding. The version of this declaration valid at the time of conclusion of the contract shall be decisive. The contractual relationship between the parties is subject to CYFEX' General Terms and Conditions (GTC). These GTC also apply to service and support services, unless this declaration stipulates otherwise.

Only the current version of the software and the immediately preceding version are supported. Older versions are excluded from support and will not receive bug fixes or security updates.

2. Services provided by CYFEX in general

2.1. Principle

Within the framework of this declaration, CYFEX takes care of CUSTOMER requests (Support), performs troubleshooting adjustments to the software and provides software updates and upgrades (Service).

CYFEX is entitled to employ subcontractors for all services. Liability for services provided by possible subcontractors is, in the same way as the services provided by CYFEX itself, in accordance with CYFEX' GTC.

2.2. Contacting us and support channels

Depending on the license type, CUSTOMERS can access service and support by telephone and/or email. For urgent matters, the telephone hotline at +41 44 974 52 00 is available during the agreed support hours, provided this is covered by the selected license type. CUSTOMERS with a license type that does not include telephone support may only contact us by email at support@cyfex.com. For non-critical inquiries or to send documents, we generally recommend using the email channel. All inquiries are processed according to their priority and urgency. The respective support hours are listed in section 2.3 of this document and will be communicated in a timely manner in the event of any changes.

2.3. Business hours

CYFEX is available during normal Swiss business hours from Monday to Friday from 9:00 to 17:00 Swiss time. The following holidays fall outside the CYFEX business hours:

- Good Friday
- Easter Monday
- Labour Day (1st May)
- Ascension Day
- Whit Monday
- Swiss National Day (1st August)
- Christmas/New Year holidays between and including 24 December and 2 January.

2.4. Error categories

CYFEX is obliged to fix bugs in the software. Possible errors are qualified and reported by the CUSTOMER.

Description	Category
Errors that prevent the use of the application as a whole or prevent important functionalities, or severely limit them.	1
Errors that affect the use of the applications as a whole or one important function but that can be bypassed with instructions (work around).	2
Errors that only slightly affect the use of the application or a function.	3

Table 1 – Error categories

2.5. Troubleshooting

Any necessary troubleshooting adjustments are carried out at CYFEX and delivered as quickly as possible. The required delivery date is based on the error category in accordance with section 2.4:

Error category	Response
Category 1 error	CYFEX agrees that it will provide a response by a qualified member of its staff to begin to diagnose and to correct a Category 1 error within two (2) business days after notification by CUSTOMER. CYFEX will use commercially reasonable efforts to resolve Category 1 errors as soon as possible. The resolution will be delivered to CUSTOMER as a workaround or as an emergency software fix. If CYFEX delivers an acceptable workaround instead of a solution, the category classification will drop to a Category 2 error or lower.
Category 2 error	CYFEX agrees that it will provide an initial response by a qualified member of its staff to begin to diagnose a Category 2 error within three (3) business days of notification by CUSTOMER. CYFEX will use commercially reasonable efforts to resolve Category 2 errors not later than in the next Update of the Software. If CYFEX determines, in its sole discretion, that the requirement does not involve a representative CUSTOMER base, CYFEX will notify CUSTOMER within two (2) weeks of receiving notification of the fault with an appropriate recommendation and estimate for resolving the incident.

Category 3 error

CYFEX agrees that it will provide an initial response by a qualified member of its staff to begin to diagnose a Category 3 error within five (5) business days of notification by CUSTOMER. CYFEX does not guarantee a resolution time for Category 3 errors.

Table 2 - Responses by error category

2.6. Services included

- Answering questions about usage
- Fixing of any errors in accordance with section 2.5.
- Cost-free software updates and upgrades.
- Cost-free tutorial videos and FAQs.

2.7. Services not included

The operation and monitoring of the software are the responsibility of the CUSTOMER'S IT department. The following services are not included:

- hardware support
- operating system support
- support of external components that are integrated with Secret Ear software, e.g. the ERP system when using ERP-Link
- copying and archiving of data (backups)

Also not included are services regarding technical questions if

- they are beyond the usual range
- the necessary information can be found without much effort in the user manual
- they go beyond the scope of the specific program, e.g. organisational or technical advice
- they acquire the character of training, e.g. in the case of a lack of knowledge of new employees
- the technical problems have been demonstrably and repeatedly triggered by incorrect manipulations

3. Special features of counterdongle licenses

- Requests can only be made by email.
- Support for license activation is free of charge.
- Other support requests are subject to a fee, unless they are due to a software error.

Support requests can be sent to CYFEX by email (not by phone). CYFEX will respond to requests by email. Where appropriate, CYFEX will call the CUSTOMER.

If support costs must be charged, these will be based on the time spent on the support case (see price list). Before support becomes chargeable, CYFEX will inform the CUSTOMER that further processing of the case will be subject to a fee.

Support costs that can be proven to be attributable to a software error will not be charged to the CUSTOMER.

Software training can be purchased for a fee (see price list).

Any additional services can be charged separately based on a cost estimate.

4. Requirements for the provision of service and support services

If any of the following points apply, CYFEX is not obliged to provide service and support:

1. If the CUSTOMER does not make reasonable efforts to resolve the issue after consulting CYFEX.
2. If the CUSTOMER does not provide CYFEX with sufficient information and resources for troubleshooting.
3. If the problem is not the result of software defects or the accompanying documentation.
4. If the software has been changed or damaged (except for changes made under the direct supervision of CYFEX).
5. If the problem was caused by the CUSTOMER'S negligence, a hardware failure or other reasons beyond the control of CYFEX.
6. If the problem is due to third party software not licensed by CYFEX.
7. If the CUSTOMER uses products that are no longer supported, see section 1.
8. If the problem is due to lack of virus protection.
9. If the hardware requirements for the software are not met.

5. Commencement and duration of service provision

The provision of services coincides with the term of the purchased license, i.e., it begins on the first day of the license's validity and is limited to the end of the period of use associated with the application.

If the payment terms are not prepayment but "purchase on account" and the CUSTOMER does not pay the invoice on time and does not pay after a written reminder with a new payment deadline, CYFEX may suspend service provision with immediate effect. The remaining contractual relationship between the parties shall remain unaffected.