

# English translation of:

## General Terms and Conditions of Sale and Delivery

These are the General Terms and Conditions of Sale and Delivery (hereinafter: “General Conditions”) of Amista NV, with its registered office at Duwijkstraat 17, 2500 Lier, registered in the K.B.O. under company number BE 0555.993.013, hereinafter “Amista”.

### 1. Applicability

1.1. These General Conditions apply to all agreements between Amista and the Customer regarding the sale of licenses and the delivery of all proprietary and third-party software, as well as hardware (hereinafter: “Products”) and/or related services such as implementation, support, and maintenance (hereinafter: “Services”).

1.2. Appendices are attached to these General Conditions: (i) Appendix 1: Support & Maintenance. In case of conflict between provisions in the Agreement, General Conditions, and Appendices, the following priority order applies: (i) Agreement (including Appendices); (ii) General Conditions (including Appendices).

### 2. Agreements

2.1. Agreements are offered by Amista in the form of a quotation or a standalone agreement. In both cases, it concerns an agreement concluded between the Customer and Amista. The term "Agreement" refers to both the quotation and the standalone agreement. The Agreements have a validity period as stated on the respective document. The agreement, of which these General Conditions including Appendices form an integral part, is concluded after being signed by the Customer.

2.2. Each Agreement concluded by the Customer with Amista is a standalone agreement concerning the delivery of products, services, and/or licenses specified therein. Termination of one agreement does not affect the duration and validity of another agreement.

2.3. The Customer explicitly waives its own general terms and conditions by signing the Agreement.

2.4. End User License Agreements (EULA's) are attached as an Appendix to the Agreement for all agreed software products.

### 3. Execution and Delivery

3.1. Amista commits to delivering and/or implementing the Products and/or Services according to the specifications defined in the Agreement. The Customer commits to compensating Amista for the delivered Products and/or Services in accordance with the

Agreement and to providing Amista with the necessary information and making personnel available to enable delivery and/or implementation. Additionally, the Customer agrees to grant both remote and on-site access to relevant systems.

3.2. Amista commits to delivering the Services, considered as best-effort obligations, in a professional manner with all reasonable skill and care, in accordance with relevant standards and requirements (including good industry practices) and in compliance with the Agreement, these General Conditions, and all applicable laws. Amista will perform the services using suitably qualified and trained experts who will use state-of-the-art hardware and/or software to execute the task. The Customer expressly agrees that Amista may engage subcontractors to execute (parts of) the Agreement.

3.3. The Customer is responsible for the selection, use, security, and correct application of the Products and/or Services delivered by Amista within its organization, including their internal coherence.

3.4. The Products delivered by Amista are deemed silently accepted at the moment of delivery to the Customer. Any complaints regarding the Products can only be reported through the regular support system.

3.5. The licenses assigned to and used by the Customer are configured as stated in the Agreement and cannot be altered. The Customer may, however, upgrade users, after which Amista will invoice an additional cost.

3.6. Amista may, at its discretion, engage subcontractors to perform the Services or deliver the Products.

## **4. Rates**

4.1. All rates in our Agreements are always exclusive of VAT, unless otherwise stated.

4.2. Amista may adjust its rates at any time by giving written notice with a term of three (3) months.

4.3. Indexation – Amista reserves the right to annually index all rates on January 1 based on the Agoria Digital Index and the following formula:  $P1 = P0 \times (0.2 + 0.8 \times (S1/S0))$  where: P1 = new price (effective from January 1); P0 = original price; S0 = Agoria Digital Index of the month preceding (1) the month in which the Agreement was concluded in the case of the first indexation, or (2) the last price adjustment or (3) the last indexation, whichever of these events occurs last; S1 = Agoria Digital Index of the month (December) preceding the adjustment.

4.4. On-site work – For work performed at the customer's location during office hours in Belgium, a minimum of one half-day (4 hours) will be charged. Travel costs will be charged for all work based on the distance from the nearest Amista location. Work outside office hours and on Saturdays will be charged at 150% of the hourly rate. For work on Sundays and official public holidays, a rate of 200% of the hourly rate applies.

4.5. Rental licenses and hosting – When purchasing rental licenses (Cloud licenses) and/or hosting, the costs will be charged per quarter in advance.

4.6. Equipment – Payment for equipment and system software must be made no later than prior to delivery.

4.7. Custom work – Fees for assignment agreements, such as custom work and implementation, are due on an hourly basis unless explicitly agreed otherwise in writing.

## **5. Invoicing and Payment**

5.1. The payment term is 30 days after the invoice date.

5.2. An invoice can be protested up to fourteen (14) calendar days after the invoice date, after which the invoice is deemed accepted.

5.3. Non-payment of an invoice on the due date automatically and without prior notice results in an interest of 1% per month commenced and an additional compensation of 10% of the invoice with a minimum of 250 EUR, without prejudice to legal and other costs and damages. In case of (partial) non-payment of even one invoice, all outstanding, even non-due amounts, become immediately payable.

## **6. Retention of Title**

All delivered goods remain the property of Amista until all invoiced amounts related to the delivered or yet-to-be-delivered goods or performed or yet-to-be-performed work, as well as any interest and collection costs, in case of default, have been fully paid in accordance with the Agreement.

## **7. Transfer of Risk**

The risk of loss, theft, embezzlement, or damage to items, data (including usernames, codes, and passwords), documents, software, or data files created for, delivered to, or used by the Customer in the performance of the Agreement, transfers to the Customer at the moment these come under the actual control of the Customer.

## **8. Confidentiality**

8.1. The parties acknowledge that all knowledge and information made available in connection with the performance of the Agreement, including, but not limited to, information about customers, prices, activities, procedures and products, software, know-how, corporate structure, ... are trade secrets and confidential information “Confidential Information”.

8.2. The parties will not disclose Confidential Information to third parties unless the Confidential Information is necessary for the performance of the Agreement, for example, in the context of subcontracting.

## **9. Non-Solicitation**

9.1. The Customer undertakes neither directly nor indirectly to employ or engage employees or former employees (up to one year after leaving employment) of Amista or its subsidiaries or sister companies. This provision applies during the term of the Agreement and for two years after its termination.

9.2. In the event of a breach of this clause, the Customer will pay Amista compensation equal to 24 months of the gross salary of the employee or former employee, as last paid by Amista.

## **10. Intellectual Property Rights**

10.1. All intellectual property rights to products and services, utilities, tools, documentation, or other materials (such as analyses, quotations, reports, course materials) and preparatory material are owned by Amista or its supplier unless otherwise stated in an Agreement. Ideas, technologies, methods, practices, know-how, and the like that were already developed by Amista or its supplier before the start of an Agreement or that are developed by Amista during the term of an Agreement with the Customer, are and remain the (intellectual) property of Amista at all times.

10.2. Amista indemnifies the Customer against all claims from third parties regarding alleged infringement of intellectual property rights, including know-how, of products and/or (results of) services delivered under an Agreement, to the extent that the intellectual property rights are owned by Amista or its supplier.

## **11. References and Publicity**

Amista may use the Customer's logo and name (i) on reference lists (including, but not limited to, references for tenders); and (ii) as a reference in publicity related to the delivery of its Products or Services. The Customer has the right to oppose the use of its logo and name at any time.

## **12. Privacy and Data Protection**

12.1. Controller – Amista processes personal data as a controller based on its Privacy Policy.

12.2. Processor – If and to the extent Amista is considered a processor of personal data, the following provisions apply.

12.3. Unless otherwise specified in these General Conditions, the following words and expressions have the following meanings:

- “Data Protection Law” means the General Data Protection Regulation (GDPR);
- “Personal Data”, “Processing” and “Data Subject” as defined in the GDPR;
- “Purposes” means the limited, specific, and legitimate purposes of the processing.

12.4. The Customer remains solely responsible as the controller for determining the means and purposes of the processing of Personal Data by Amista as the processor. Amista agrees

that any processing of Personal Data by Amista as the processor will be carried out in accordance with the Data Protection Law.

12.5. Without prejudice to Article 15, Personal Data will only be processed in accordance with the instructions of the Customer. If any instruction is contrary to the Data Protection Law, Amista will inform the Customer.

12.6. The purpose of the processing of Personal Data is to provide the Products and Services included in the Agreement to the Customer.

12.7. The Personal Data processed are those to which Amista has access when providing the Products and Services to the Customer, including but not limited to all personal data processed by the Customer in the Product. The categories of Data Subjects may include employees, agents, independent contractors, suppliers, etc., of the Customer.

12.8. Upon termination of the Agreement with the Customer and thus termination of access to the Customer's environment in which the personal data are processed, Amista will no longer have access to the Personal Data if the Customer also technically closes the environment to Amista.

12.9. Amista declares and guarantees that Amista and anyone acting under its authority or on its behalf who has access to Personal Data will process the Personal Data only in accordance with the instructions of the Customer. To this end, Amista will inform and train all personnel who act under its authority and have access to Personal Data about the provisions of the Data Protection Law.

12.10. Amista acknowledges that Personal Data cannot be transferred to a country outside the EEA, except where such transfer is based on an adequacy decision or where appropriate safeguards are provided and under the conditions outlined in Article 46, b) GDPR, or within Amista's establishments outside the EEA.

12.11. Amista ensures that – considering the state of technological development and the costs of implementing such measures, as well as the sensitive nature of the Personal Data to be processed – it takes appropriate and organizational measures against accidental or unauthorized destruction, accidental loss, as well as against alteration, access, and any other form of unauthorized processing of Personal Data.

12.12. Amista agrees to inform the Customer as soon as possible, but no later than 48 hours after discovering an accidental or unlawful destruction, accidental loss or damage, alteration, unauthorized disclosure of or access to the Personal Data (“Data Breach”), in writing. Amista will assist the Customer in complying with the rights of Data Subjects, security measures, and reporting a Data Breach if necessary.

12.13. At the request of the Customer, Amista will subject its data processing facilities to an audit of the processing activities carried out by Amista, such an audit to be conducted by the Customer or a third party selected by the Customer acting on behalf of the Customer. The Customer bears all possible costs. Such an audit is limited to an inspection of the processing activities within the framework of the Agreement, at all times respecting any confidentiality obligations of Amista towards other Customers or suppliers.

12.14. Amista has a general authorization to engage sub-processors if necessary for the performance of the Agreement. The list of sub-processors is available upon request.

12.15. Amista will not disclose, disclose or transfer the Personal Data to any other legal entity or individual, except based on the prior written instructions of the Customer.

## **13. Supplier Products**

13.1. If Amista supplies third-party products, this will be explicitly stated in the Agreement. Unless otherwise agreed in writing, the (General Delivery) conditions of these third parties apply to the sale and delivery of these products by Amista to the Customer, as well as to their use and maintenance. These conditions concern, among other things, the protection of intellectual property rights, usage rights, and (extended) warranty and maintenance obligations.

13.2. The conditions of third parties are supplied with the products or are generally known, for example, via the website of those third parties. If these conditions do not apply or are declared void, the conditions of Amista apply.

13.3. Unless otherwise agreed in writing, Amista does not offer any warranty and accepts no liability for the hardware, software, products, or services of third parties. All warranties, rights, and claims of the Customer are in this case directed against the third-party manufacturer and/or seller and not against Amista.

## **14. Liability**

14.1. Amista accepts only statutory obligations for compensation as indicated in this article.

14.2. If Amista fails to meet one or more obligations under the Agreement, the Customer must adequately and in writing notify Amista, with a clear explanation of the shortcoming. After consultation, Amista will be given a reasonable period to still fulfill its obligations.

14.3. If, even after a written notice of default and after the expiration of a reasonable period, Amista still fails to fulfill its obligations, Amista is liable to the Customer for compensation of the direct damage suffered or to be suffered by the Customer. The compensation for direct damage is limited as stipulated in this article.

14.4. Neither party can be held liable towards the other party for any indirect damage, consequential damage, or special damage (all these terms include, without limitation, pure economic loss, reputation damage, loss of profits, etc., and similar damage).

14.5. The contractual and extra-contractual liability of Amista on any claim for compensation is always limited to direct damage and will not exceed the fees owed and paid by the Customer to Amista during the twelve (12) months preceding the damage event with a maximum of EUR 1,250,000. Direct damage is understood to mean: a) damage to software and data files (if not older than 24 hours), including but not limited to defective or non-functioning, reduced reliability, and increased susceptibility to malfunctions; b) damage to the Customer's property; c) costs of necessary changes and/or alterations to the software, specifications, materials, or documentation owned by Amista or its supplier, made to limit or

repair damage; d) reasonable costs incurred to prevent or limit direct damage that could reasonably be expected as a result of the event on which the liability is based.

14.6. In the context of the performance of the Agreement, the Customer expressly waives the application of art. 6.3 new Civil Code on the extra-contractual liability of auxiliary persons, except in the case of claims for compensation as provided in Article 14.8 of these General Conditions.

14.7. Amista has taken out professional liability insurance with a maximum coverage of EUR 4,000,000 per case and per year.

14.8. The above limitation of liability does not apply in the case of third-party claims for damages resulting from death or injury and/or in the case of intent on the part of Amista and/or its executive personnel.

## **15. Force Majeure**

15.1. Neither party is obliged to fulfill any obligation, including statutory and/or agreed warranty obligations, if it is prevented from doing so by force majeure.

15.2. Force majeure includes, among other things: (i) force majeure of suppliers of Amista, (ii) failure to properly fulfill obligations of suppliers prescribed to Amista by the customer, (iii) defects in goods, equipment, software, or materials from third parties prescribed for use by the customer to Amista, (iv) government measures, (v) power outage, (vi) disruptions in internet, data network or telecommunication facilities, (vii) (cyber)crime, (cyber)vandalism, war or terrorism, and (viii) general transport problems.

15.3. In the event that a situation of force majeure lasts for three (3) months or if there is no doubt that the situation of force majeure will last at least three (3) months, the parties have the right, by written notice, to terminate an Agreement with immediate effect without being liable for compensation. What has already been performed under the Agreement will then be settled proportionately, without the parties being otherwise indebted to each other.

## **16. Duration and Termination**

16.1. The duration of the Agreement is determined in the Agreement. Each Agreement is tacitly renewed for the duration of the originally agreed duration, unless the Customer or Amista terminates the Agreement with due observance of a notice period of four (4) months before the start of the tacit renewal.

16.2. The parties have the right, by written notice, to dissolve an Agreement if the other party, after being in default, remains in default in the performance of its obligations under the Agreement.

16.3. In the event of bankruptcy or liquidation of a party or in the event of a judicial reorganization, the other party is entitled to terminate the Agreement by written notice without being liable for compensation.

16.4. Upon termination of the Agreement, all invoices become immediately due and payable.

16.5. The provisions on confidentiality, intellectual property rights, liability, and the non-solicitation clause remain in force after the termination of an Agreement.

## **17. Miscellaneous Provisions**

17.1. All notifications and agreements between Amista and the Customer are only made in writing. Oral communications, promises, or agreements are not legally binding.

17.2. If any provision of these General Conditions or Appendices is null and void or annulled, the remaining provisions of these General Conditions or Appendices will remain fully in force, and Amista and the Customer will consult to agree on new provisions to replace the null or annulled provisions, taking into account as much as possible the purpose and intent of the null or annulled provision.

17.3. The Agreement between Amista and the Customer can be transferred by Amista at any time to another legal entity within the Amista group.

## **18. Applicable Law and Competent Court**

18.1. The parties agree to act in good faith and promptly to try to resolve disputes or claims arising from or related to the Agreement as soon as possible through negotiations between them. If no solution is found within thirty (30) days of the notification of the dispute by the complainant to the other party, each party may bring the matter before the courts of the judicial district of Amista's registered office, which have exclusive jurisdiction.

18.2. Belgian law applies to all our Agreements. The applicability of the Vienna Sales Convention is expressly excluded.

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## **APPENDIX 1: Support & Maintenance**

### **1. Definitions**

- “Software”: All software made available by Amista (on-premise and cloud), including related add-ons and all other provided software and materials;
- "Proprietary software”: All software developed by Amista.
- “Third-party software”: All software developed by parties other than Amista.
- “Supplier” is the party that developed, built, and holds the intellectual property rights over the Software. This can also be Amista in the case of Proprietary software.
- “Customer” is, regardless of the combination of end-users, the one who obtains usage rights for Software according to an Agreement.
- “Agreement” all signed contracts, assignments, and quotations between the Customer and Amista for the delivery of Software, Products, and/or Services.

### **2. Maintenance**

2.1. Amista provides maintenance on the Software concerning the most recent version. Maintenance for older versions is provided only on a “best effort” basis.

2.2. To maintain the Software, the following conditions must be met:

1. there is a working internet connection to set up a remote session;
2. the latest software version is installed (if necessary, this will be indicated by Amista);
3. trained key-users familiar with the Software are available;
4. a system administrator is available (if necessary, this will be indicated by Amista);  
and
5. a Maintenance Agreement is active, timely concluded, and paid.

2.3. Maintenance on Software is principally provided remotely. However, maintenance can also be performed on-site if requested by the Customer or if Amista deems it technically necessary. If maintenance needs to be performed on-site, the applicable hourly rates will be charged.

2.4. The following services are included:

1. Making available the most recent patch and version officially released by the Supplier;
2. Analyzing and providing a solution or workaround for a fault in the Software;
3. Reporting of notifications through the support desk;
4. Structural feedback for Priority 1 notifications;
5. Informing about Software via newsletters, webinars, social media, and/or website.

2.5. The Supplier of the Software, including Amista, does not provide maintenance for the Software if the Customer has made or has had unauthorized changes made. This includes changes to tables, documents, and/or the database structure.

### **3. Duration, Termination, and Cancellation**

3.1. The Maintenance Agreement has a duration of 1 year, starting on the date specified in the agreement. The Maintenance Agreement is tacitly renewed annually for periods of 1 year.

3.2. The notice period for the Maintenance Agreement is four (4) months. Cancellation can only be made in writing by e-mail to: sales@amista.com. Partial cancellation of the Maintenance Agreement is not allowed, even if only part of the license is used.

3.3. The duration, termination, and cancellation of the Support Agreement are determined in the relevant Support Agreement.

#### **4. Excluded Services**

4.1. A number of specific tasks fall outside the scope of the services provided by Amista. When such situations arise, Amista will provide support on a “best effort” basis or discuss an alternative with the Customer to resolve the notification for the Customer, taking into account the following provisions:

1. Amista is in no way responsible for and maintaining the required IT infrastructure. Maintenance or questions about issues such as internet, network, and/or workstations fall outside the Maintenance Agreement of Software and outside the scope of Amista.
2. Amista is in no way responsible for and maintaining firewalls, virus scanners, and rights policies.
3. Amista is in no way responsible for and maintaining Microsoft Office software and other third-party software.
4. The Customer manages its databases, with management falling outside the scope of the Maintenance Agreement. The Customer ensures the creation of backups and the quality and management of backups, as well as the monitoring and management of the databases in use.
5. The Customer ensures the creation of a backup and makes it available on the specified FTP location of Amista for investigation.
6. The Customer ensures the resolution of problems caused by the technical infrastructure such as hardware and rights issues.
7. The Customer ensures the tracing and resolution of problems arising from actions not carried out according to the Supplier’s guidelines (e.g., direct changes in the database).
8. Advising on operational tasks within the Customer’s business processes.

#### **5. Rates & Payment**

5.1. The fee due for the Maintenance Agreement is invoiced at the start of a new term of 1 year.

5.2. In addition, certain services are billed and invoiced on an hourly basis, namely:

1. Support desk support. Consultancy support (personal, telephone, or email) for trained key-users regarding: Delivery of the software, software patches, software versions, and available documentation and materials of the Software; Installation support of the Software; Business consultancy for optimizing business processes; Optimization of the use of standard functions of the Software; Training in the use of the Software; and Available documentation with the product.

2. Supporting the knowledge level of users and advising on training issues and/or requirements;
3. Support via telephone, email, or remote-access sessions to trace the cause of a problem when the problem is not caused by a fault in the proprietary Software;
4. Maintaining knowledge of the Software to support trained end-users through knowledge sessions at the Customer;
5. Installation, integration, and implementation of new versions and/or additional modules of the Software. Although the delivery of new versions is included in the Maintenance Agreement, the associated work (i.e., installation, integration, and implementation) is charged on an hourly basis.
6. Providing support on a “best effort” basis for problems that arise when a Customer performs a patch or upgrade themselves, or when a Customer performs the integration of/with the Software themselves.
7. Adjusting user-dependent fields and Customer-specific setup.
8. Creating or modifying reports and layouts.
9. Creating queries desired by the Customer.
10. Providing support, in any form, on the Software where the Customer has made or had unauthorized changes made to the Software. This includes changes to tables, documents, and/or the database structure.
11. Support not related to finding a fault in the Software, and thus likely related to a user error, incomplete testing by the Customer before using a solution, and/or identified after using a solution.
12. Guidance in creating backups, with the Customer being entirely responsible for implementing and properly executing and complying with a backup procedure.
13. Performing version and patch upgrades of the Software.
14. Solving a fault in third-party software.
15. Guidance in transferring and/or converting data to Software, with the Customer being fully responsible for the accuracy of transferring and/or converting the data to the Software.
16. Guidance in drafting a blueprint and/or functional and technical design prior to realizing a solution.
17. Investigating Customer-requested possibilities within the Software.

## **6. Support**

6.1. To use support, a valid support agreement must be present for the products for which support is requested.

6.2. In the event of a problem or question from the Customer, the support desk is the point of contact for notifications. The support desk can be reached via email at [support.belux@amista.com](mailto:support.belux@amista.com) and by phone at +32 (0)78 050 864 during office hours between 8.30 am and 5.00 pm, excluding official holidays in Belgium. Upon receipt of a support request, Amista will create a ticket and send it to the Customer by email.

6.3. The support desk can provide remote support via remote sessions. For this, the support desk must have access to the correct login details of the Customer’s environment.

6.4. A notification will only be handled if the fault can be reproduced by the Customer (meaning that the incorrect functioning of the software can be simulated) and applies to the delivered Software.

6.5. Notifications of faults must be as complete as possible and must include at least the following information:

1. Name of the company or database within the Software where the fault occurs;
2. Name of the user experiencing the fault;
3. Print screen of the relevant screen (including the error message);
4. Indication of whether the error message also occurs with other users;
5. Step-by-step description of the actions the user takes that cause the error message to appear.

An accurate description of the notification facilitates its handling by Amista. This helps Amista to efficiently handle the notification, potentially limiting the costs charged to the Customer.

6.6. Upon receipt of a notification, Amista will perform the following tasks:

1. Reproduce the fault in the Customer's Software;
2. Investigate documentation and support Notes provided by the Supplier;
3. Investigate the fault in the Software via remote access and/or investigation of the Software database;
4. Engage the Supplier if it turns out that the fault cannot be resolved by Amista. Amista is dependent on the Supplier's response time, and the response times specified in these conditions may be exceeded;
5. Periodically inform the Customer about the status of the notification (frequency depends on the priority);
6. If the nature and cause of the reported error in the Software are known and a corresponding solution and/or workaround has been identified, Amista will inform the Customer about this solution and/or workaround.

6.7. A notification from the Customer will be closed by Amista when:

1. The support desk has found and corrected the fault, and proper functioning has been restored. If applicable, the support desk will make arrangements with the Customer about updating the notification.
2. The support desk has advised the Customer on how to prevent the problem in the future.
3. The fault is resolved in a subsequent patch or version of the Software. If it is a cosmetic fault, it may not be resolved until the next version.
4. No fault has been found, and more information is needed, but the Customer repeatedly does not respond within ten working days. If the support desk cannot reproduce a fault, Amista may request more information. Until Amista has received sufficient information, they will not continue working on the service call. If the call has a high priority, Amista's support desk will do everything possible to proceed with the analysis/diagnosis of the problem based on the available information, and time will be charged if the notification does not concern a fault in the standard software.
5. No fault has been found. In this case, it has been established that the Software is functioning normally and that the problem lies in a misunderstanding about the operation of the Software. The support desk will contact the Customer to explain this.

The support desk monitors the status of notifications. Amista reserves the right to advise the Customer on installing certain (more recent) versions, purchasing other hardware, repairing existing hardware, or making an appointment with an Amista employee to resolve a problem.

In the support database, notifications are not closed before the Customer has accepted the solution, except if Amista has requested information from the Customer, and Amista has not received this information due to the Customer's failure to respond within a period of ten working days.

6.8. Support levels – To handle the Customer's notification quickly and efficiently, Amista uses three support levels:

- **First Line Support:** The consultants at the support desk assist the Customer by phone, email, or remote sessions. The support desk is the first point of contact for all questions and notifications. The support team ensures that all questions and notifications are entered into the support desk database, meaning that the status and progress of the notification are monitored from start to finish. Notifications are handled in order of receipt by the support team unless a notification has higher urgency (see: Determining priority and response times of notifications). In that case, the notification will be handled immediately. The support team can also help with information about the status of existing notifications. The first line team will resolve a notification for the Customer or, if necessary, pass it on to a specialist in the second line team.
- **Second Line Support:** The second line team consists of product experts. If the support desk cannot resolve the notification, it will be forwarded to the second line team, and the Customer will be informed.
- **Third Line Support:** If the notification cannot be resolved by Amista, it will be forwarded to the Supplier. They will further investigate the notification. The support team will ensure that the Customer receives feedback on the status of this notification.

6.9. Priority and response times – Notifications are assigned to support staff based on receipt and the nature/urgency of the problem. The priority of incoming notifications is categorized into four categories, with the following response times:

Priority	Description	Response Time
1 - Urgent	A critical business process or chain is unavailable or severely affected by the disruption. The impact on the Customer's business is very high, and the entire staff cannot carry out regular activities, or essential processes cannot continue. The Customer has no alternative way to perform the process.	4 hours*
2 - High	A critical business process is affected by the disruption. The impact on the Customer's business is significant. A part of the Customer's employees has problems performing regular activities. The Customer has an alternative way to perform the process.	8 hours
3 - Normal	A non-critical business process is affected by the disruption. The impact on the Customer's business is low or absent. The Customer's employees have problems performing some of their regular activities or are hindered by the problem. However, alternatives are available to	16 hours

Priority	Description	Response Time
4 - Low	perform the work, or employees can perform other work while the problem is resolved. A non-critical notification for which work will be scheduled.	40 hours

- For Priority 1 – Urgent, Amista intends to respond as soon as possible, but no later than 4 hours.

6.10. All stated response times are provided on a “best effort” basis. If the notification concerns a location outside Belgium or outside office hours, Amista cannot guarantee the above response times. For example, the response time for a notification registered on Tuesday at 3.30 pm and a first response on Wednesday at 9.30 am is 2 hours and 30 minutes. If a notification is created for a solution provided or developed by a third party, times and priority levels may differ.