

Magnolia Professional Services Agreement General Terms and Conditions

1. Subject Matter of the Agreement

- 1.1. The parties agree on the professional services for the Magnolia Software set out in this agreement.

2. Annual Fee

- 2.1. The fee for a one year service agreement is stated in the special terms and conditions ("price per year"). The fee is payable by the Client in accordance with the terms and conditions set out in this agreement.

3. Perfection of the Agreement

- 3.1. The agreement is concluded and comes into perfection if both parties have signed the contract. This contract can be faxed or sent as a scanned exemplar via email.

4. Delivery of the Services

- 4.1. The service will be delivered when payment has arrived by the Client.

5. Services

- 5.1. The following services are provided at the following conditions:
 - 5.1.1. Service is provided during Service-Time within Response-Time as defined in "Special Terms and Conditions".
 - 5.1.2. Up to the amount of Support-Hours specified in "Special Terms and Conditions" of services will be provided for issues affecting the installation, customization, development of extensions, integration, architecture and usage of Magnolia Software running on a certified stack.
 - 5.1.3. All issues and questions must be reported through Reporting-means specified in "Special Terms and Conditions".
 - 5.1.4. Reaction is guaranteed within Response-Time. Response-Time is defined to be the time until a qualified supporter actively starts working on the reported issue, calculated from the time of reporting the issue.

- 5.1.5. Only the POC's (Point of Contacts) may submit issues falling within the scope of this agreement.
- 5.1.6. Resolution time cannot be guaranteed since it depends on the severity of the issue, but all effort is made to fix issues within a maximum of 3 business days after acceptance of the issue.

6. Duration of the Agreement

- 6.1. The present agreement is concluded for a period of Duration starting with the Effective Date.
- 6.2. If Auto-Renewal is "no", this agreement is terminated automatically at the end of that period.
- 6.3. If Auto-Renewal is "yes", this contract can be terminated by the end of that period by each party. However, if no notice is given until 30 days before the end of the period the contract will continue to run for another year.

7. Limitation of Liability and Warranty

- 7.1. Magnolia gives neither guarantee nor warranty nor makes any representations as to the correctness the completeness or success of the professional services.
- 7.2. The liability for any damages - on whatsoever legal basis - is excluded to the maximum extend as provided by the law applicable.
- 7.3. Should the law applicable avoid or prohibit a provision of this agreement excluding the liability under any term then the liability is limited to the amount of the annual fee of the Support agreement.

8. Payment

- 8.1. Payment must be effected by any supported Credit Card, Paypal or by Bank Transfer. The general terms of the institute will apply to the payment transaction.

9. Governing Law and Jurisdiction

- 9.1. This agreement is governed by Swiss law. Any disputes arising under or in connection with this agreement shall be submitted to the exclusive jurisdiction of the Civil Court of Basel, Switzerland.