

Operations Support Description for Mindbreeze InSpire

Mindbreeze GmbH

Austrian Law

Valid from April 1, 2026



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For the sake of convenience this document does not make use of gender-specific terms. Any terms shall refer to both women and men for the purposes of equal treatment.

1. Systems and locations

Systems of the customer

Mindbreeze provides the contractual services exclusively for the following systems of the customer:

Production System

- Mindbreeze InSpire Services

2. Complete List of Services

Mindbreeze will provide the services listed in this chapter under this Agreement. The abbreviations used for frequency and time window are described in the following tables:

Frequency

Abbreviation	Description
E	One-time implementation at the beginning of the contract (in the first month)
T	Daily
W	Weekly
M	Monthly
B	as needed

Time Window

Abbreviation	Description
K	In the agreed operating time <ul style="list-style-type: none">• Monday – Thursday from 8:15am to 5:15pm (CEST)• Friday from 8:15am to 3:15pm (CEST)
W	In a maintenance window to be agreed with the client

Mindbreeze shall provide the services described in this support description exclusively in accordance with the above operating hours, up to a maximum of 40 hours per month, the allocation of which shall be the sole responsibility of Mindbreeze.

General			
Activity	Frequency	Time Window	Customer Approval
Jour fixed dates (by phone)	M	-	-
Installation of customer-supplied hotfixes / patches for Mindbreeze InSpire	B	K	yes
Installation of customer-supplied software components for Mindbreeze InSpire	B	K	yes
Installation of customer-supplied license key for Mindbreeze InSpire	B	K	yes
Escalation to the central problem management	B	K	-

Operating System			
Activity	Frequency	Time Window	Customer Approval
Observing and implementing necessary measures of the error logs	T	K	-
Monitoring and implementation of necessary measures of system utilization and search for utilization peaks with Fabasoft app.telemetry, for example <ul style="list-style-type: none"> • Processor • Volume • Storage • Network 	T	K	-

Mindbreeze InSpire			
Activity	Frequency	Time Window	Customer Approval
Observing and implementing the necessary measures of the Mindbreeze InSpire error logs	T	K	-

Monitoring and implementation of necessary measures of system utilization with Fabasoft app.telemetry and search for peak utilization of Mindbreeze InSpire, for example <ul style="list-style-type: none"> • Thread usage • Cache utilization • Average size of transmitted documents • Maximum size of transmitted documents • CPU usage of Mindbreeze InSpire processes • Memory usage of Mindbreeze InSpire processes 	T	K	-
Control of the indices of Mindbreeze InSpire	B	K	-
Suggestions (by e-mail) for possible performance tuning measures to be initiated by the customer in the event of a significant deterioration of the response times of the search	B	K	-
Monitoring and implementation of necessary measures for the availability of Mindbreeze InSpire with Fabasoft app.telemetry	T	K	-
Observing and implementing necessary measures of the response time behavior of Mindbreeze InSpire with Fabasoft app.telemetry	T	K	-
Initial analysis and implementation of necessary measures of conspicuous requests from Mindbreeze InSpire with Fabasoft app.telemetry	B	K	-
Control and execution of necessary measures of the validity of installed license keys for Mindbreeze InSpire	M	K	-
Collaboration with the Customers Operations and Support as part of the fulfillment of the applicative operational management	B	K	

The services are provided exclusively at Mindbreeze locations via a remote connection. The customer shall provide the necessary equipment for this remote connection to the customer's systems free of charge, free of legal defects, in working order and in a condition defined by Mindbreeze, and shall maintain it for the duration of the contract. All necessary security precautions for this remote connection are the responsibility of the customer. Mindbreeze shall take the security precautions for the safekeeping of the physical authentication device (e.g. RSA token) required for the remote connection. During the period of failure or disruption of the remote connection or the external technologies required for it (e.g. Internet), Mindbreeze's obligation to perform under this contract shall be suspended. Insofar as it is reasonable for Mindbreeze to make up for services from the period during which its performance obligations were suspended without significant additional effort, Mindbreeze will do so.

The statutory provisions shall apply to the provisions governing damages under this contractual relationship, with the proviso that Mindbreeze shall only be liable for damages in cases of gross negligence or intent in the event of a breach of its duty to warn and inform and/or in the event of data loss.

3. Services and Areas not included and the customer's obligations to cooperate

Services, which are not listed under point II, "Complete List of Services", are not part of the scope of services. Expressly not subject of the scope of services are therefore services and areas such as in particular

- To create or maintain a certain system availability or system performance (SLA)
- Conception and implementation of security solutions, virus protection
- Conception, implementation, execution and control of the backup solution (backup, restore, disaster recovery), availability, manipulation and storage of backup media, performing periodically required restore tests on separate test systems
- Nature and characteristics (functionalities) of the hardware and software
- Physical access protection, building services, including air conditioning and (uninterruptible) power supply
- Network operation and maintenance, hardware operation, configuration and administration of SAN and NAS components
- Mobile and stationary PC workstations (hardware and software)
- Telecommunications facilities, Internet access, website hosting, file and print services (printer installation, setup, client-side support)
- Verification of the correct and complete licensing of software products
- Helpdesk, hotline, general technical support, end user support
- Performance tuning measures (beyond point II, complete specifications)

The customer has a contractually agreed obligation to cooperate in terms of providing information. They must take the necessary measures to identify, limit and document the problems. This includes, in particular, the preparation of reports, system logs and memory extracts, the provision of the relevant input and output data, interim and test results, and other documents and information suitable for illustrating the problem. This obligation to cooperate includes, in particular, those agendas and information that lie outside Mindbreeze's operational management activities, i.e. information from the customer's own operational management activities. The aim of this obligation on the part of the customer is to provide Mindbreeze with the latest, complete documentation from those areas that lie within the customer's sphere of influence and to keep this documentation available.

The customer shall maintain the support infrastructure for IT companies (e.g. hardware support, Mindbreeze support, existing online support infrastructures, etc.) on the customer's side for the duration of the contract as part of centralised problem management. Services from the support infrastructure cannot be claimed under this contract.

Delays caused by breaches of the customer's obligations to cooperate shall not be at the expense of Mindbreeze.

4. Escalation Paths/Centralised problem management

Mindbreeze's contact details are as follows:

<https://tickets.mindbreeze.com> or by email: support@mindbreeze.com.

The customer's contact details and the contact details of the persons or email addresses that Mindbreeze should contact in the event of problems must be provided separately by the customer. This forms the customer's central problem management centre.

If problems with hardware, networks or standard software are identified in the course of the contractual services, Mindbreeze will report these to the customer's central problem management centre by telephone or email.

Such notification shall also be made if problems are identified with other system components not covered by this agreement, provided that these are related to the Mindbreeze software products covered by this agreement.

The customer and Mindbreeze shall agree on a suitable format for the notification. This format shall also provide detailed information for initial problem isolation. The customer shall administer problem management with third-party companies. Mindbreeze will not contact third-party companies (such as Microsoft, etc.) directly. The customer shall arrange for the installation, support and maintenance of the customer's hardware and software in consultation with Mindbreeze.