

## **A Objects of the Contract**

### **A.1 Maintenance Object**

The Provider offers the following agreed maintenance services only for the agreed hardware ("maintenance object") in return for the agreed remuneration.

The Provider shall supply the following maintenance services:

### **A.2 Preventive Maintenance**

Preventive maintenance serves the purpose of maintaining the functionality of the maintenance object. It is carried out in accordance with a service procedure whose nature and scope is specified by the Provider or, if contractually agreed, by the manufacturer of the maintenance object. If the Provider supplies the Customer with expendable parts, wearable parts or spare parts, then CONET's Contractual Terms for Hardware Sales (VH) apply for these on a supplementary basis.

### **A.3 Fault Management**

#### **3.1 Contractual Services**

The Provider will receive fault notifications from the Customer, allocate them to the appropriate fault categories and, on the basis of this allocation, carry out the agreed measures to analyze and correct them.

Fault management does not include services in connection with use of the maintenance object in unapproved environments or with modifications of the maintenance object by the Customer or third parties. Fault management does not cover clarification of interfaces with third-party systems or installation and/or configuration support.

#### **3.2 Acceptance of Fault Notifications from the Customer**

The Provider shall accept fault notifications in due form by the Customer during regular business hours and provide them with an identifier. On request by the Customer, the Provider will give confirmation to the Customer of receipt of the fault notification, stating the allocated identifier.

#### **3.3 Allocation to Fault Categories**

In the absence of an agreement to the contrary, the fault notifications received will be allocated by the Provider to one of the following categories after initial review:

##### **a) Serious Fault**

The fault is attributable to a defect in the maintenance object, making use of the maintenance object impossible or subject to serious limitations. The Customer cannot get around this problem himself in a reasonable manner and cannot therefore carry out tasks that cannot be postponed.

##### **b) Other Fault**

The fault is attributable to a defect in the maintenance object which more than marginally restricts use of the maintenance object by the Customer without constituting a serious fault.

##### **c) Other Notification**

Fault notifications not covered by categories a) or b) are classified as other notifications. Other notifications are handled by the Provider solely in accordance with the agreements entered into in this regard.

#### **3.4 Implementation of Fault Correction Measures**

In the case of notifications of serious faults and other faults, the Provider shall promptly initiate measures on the basis of the circumstances reported by the Customer to first of all localize the cause of the problem.

If initial analysis shows that the reported fault is not attributable to a defect in the maintenance object, the Provider shall promptly notify the Customer of this.

Otherwise, the Provider shall initiate the appropriate measures for further analysis and correction of the reported fault. The Customer shall promptly undertake such measures to circumvent or correct faults, and shall promptly report to the Provider again on any defects remaining after their implementation.

The provision of expendable parts, wearable parts or spare parts is not covered by fault management. If the Provider supplies expendable parts, wearable parts or spare parts to the customer, then CONET's Contractual Terms for Hardware Sales (VH) apply for these.

### **A.4 Contact Facility (Helpdesk)**

#### **4.1 Contractual Services**

The Provider shall set up a contact facility (helpdesk) for the Customer. This will handle customer queries in connection with the technical requirements and conditions for use of the maintenance object and with individual functional aspects.

The hotline will not provide any services in connection with use of the maintenance object in unapproved environments or with modifications of the maintenance object by the Customer or third parties.

#### **4.2 Receipt and Processing of Queries**

The Customer shall designate vis-à-vis the Provider only personnel with the appropriate specialist and technical qualifications to deal internally with customer queries from users of the maintenance object. Only these designated persons shall address queries to the hotline using forms supplied by the Provider. The hotline will accept such queries by e-mail, telefax and telephone during the Provider's regular business hours.

Properly submitted queries will be processed and answered as far as possible by the helpdesk in the normal course of business. In its response, the helpdesk may refer to documentation and other training material available to the Customer for the maintenance object. If the helpdesk is unable to provide an answer or to provide one quickly, the Provider shall pass on the query for further handling; this applies particularly in the case of maintenance objects which are not manufactured by the Provider.

### **A.5 Additional Services**

Services in addition to those in sections A.2 to A.4 are not due under this contract, but rather require a separate agreement with separate remuneration. These may relate, for example, to additionally agreed on-site availability of the Provider to the Customer, advice and support in the case of modified application environments, clarification of interfaces with third-party systems, and installation and/or configuration support.

## **B General Regulations**

The following regulations apply equally to preventive maintenance (A.2), fault management (A.3) and the helpdesk (A.4).

### **B.1 Duration**

1.1 In the absence of an agreement to the contrary, the maintenance contract starts on delivery in accordance with the purchase contract for the maintenance object (Section 1 of CONET's Contractual Terms for Hardware Sales - VH).

1.2 At the end of any minimum duration which may be agreed, the maintenance contract may be terminated with three months' prior written notice up to the end of a calendar year; though for the first time at the end of the calendar year following the year in which the contract is concluded. The contract may furthermore be terminated by the Provider or the Customer without prior notice if there is good reason.

1.3 Declarations of termination are effective in written form only.

### **B.2 Remuneration**

#### **2.1 Flat-rate Remuneration**

Remuneration for the agreed maintenance services under A.2, A.3 and A.4 will be paid by the Customer on an ongoing flat-rate basis. Expendable parts, wearable parts or spare parts are not covered by this flat-rate remuneration. In the accounting period, the maintenance remuneration is payable in advance and will be billed by the Provider to the Customer at the start of the accounting period. The accounting period is generally the calendar year. If the contract commences during an accounting period, remuneration is payable on a pro-rated time basis and will be billed on conclusion of contract.

#### **2.2 Remuneration for Expendable Parts, Wearable Parts and Spare Parts**

Expendable parts, wearable parts or spare parts provided to the Customer within the parameters of the service procedure (A.2) or with the Customer's consent or to a reasonable extent in comparison to the value of the maintenance contract will be remunerated separately in accordance with CONET's Contractual Terms for Hardware Sales (VH).

#### **2.3 Remuneration for Additional Services**

Remuneration for additional services not covered by the flat-rate remuneration is in accordance with item 1.1 of CONET's General Terms and Conditions (AV).

#### **2.4 Adjustment of Remuneration**

The remuneration may be adjusted by the Provider each calendar year in line with general list prices.

The Customer has a right of termination if the remuneration rates increase by more than ten percent. Such increases will be notified by the Provider to the Customer two months in advance. Within one month after receipt of the notification the Customer will be entitled to terminate in accordance with B.1.3 at the time of the increase.

### **B.3 Rights of Use**

The Customer's utilization rights to new versions and other corrections to the software supplied in connection with the hardware are in line with the utilization rights to the preceding version. With regard to utilization rights, the rights to new versions and other corrections replace the rights to the preceding versions and other corrections.

### **B.4 Customer Obligations**

4.1 The Customer shall inform the Provider promptly about changes in the application environment. In addition, the Customer shall ensure that the maintenance object is used only in an environment which is approved.

4.2 In the absence of an agreement to the contrary, all documents, information and data supplied to the Provider shall be additionally kept by the Customer in such a way that they can be replaced or reconstructed in the event of damage to or loss of such documents or data storage media.

### **B.5 Performance**

The performance of maintenance is subject to the proviso that the Provider is himself supplied by his respective suppliers in good time and in accordance with contract.

Expendable parts, wearable parts or spare parts which are used are either new or, in terms of usability, of equivalent value to new parts. Replaced parts become the property of the Provider.

### **B.6 Data Protection**

To the extent that the Provider has access to personal data stored on systems of the Customer, he shall act exclusively as a contracted data processor (§ 11 par. 5 of the Federal Data Protection Act/BDSG) and process and use this data only for the purpose of executing the contract. The Provider shall observe the Customer's instructions with regard to handling this data. The Customer shall bear any negative consequences of such instructions with regard to contract execution. Details with regard to the handling of personal data will be agreed in writing by the contractual partners to the extent required by § 11 par. 2 BDSG or other legal norms.

### **B.7 Applicability of CONET's General Terms and Conditions (AV)**

CONET's General Terms and Conditions (AV) apply on a supplementary basis.