

A Contract objects

A.1 Maintenance object

The supplier provides the following agreed maintenance services only for the agreed hardware (hereinafter: "maintenance object") in return for the agreed remuneration.

The supplier will 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 supplier or, if contractually agreed, by the manufacturer of the maintenance object. If the supplier provides the customer with consumables, parts subject to wear and tear or spare parts, the Contractual Terms for Hardware Sales (VH) of CONET apply for these on a supplementary basis.

A.3 Fault management

3.1 Contractual services

The supplier will record fault notifications by the customer, allocate them to the appropriate fault categories and, on the basis of this allocation, carry out the agreed measures to analyse and correct faults.

Fault management does not include services in connection with use of the maintenance object in contractually unapproved conditions 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/configuration support.

3.2 Acceptance of fault notifications from the customer

The supplier will accept orderly fault notifications by the customer during normal business hours and record them with an appropriate reference. On request by the customer, the supplier will provide confirmation to the customer of receipt of the fault notification, stating the allocated reference.

3.3 Allocation to fault categories

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

a) Serious fault

The fault is attributable to a defect in the maintenance object which means that use of the maintenance object is impossible or subject to serious limitations. The customer cannot reasonably be expected to solve this problem itself or therefore to carry out the urgent tasks required.

b) Other fault

The fault is attributable to a defect in the maintenance object which substantially restricts use of the maintenance object by the customer without constituting a serious fault.

c) Other notifications

Fault notifications which are not covered by categories a) and b) are classified under other notifications. Other notifications are handled by the supplier solely in accordance with the agreements entered into in this regard.

3.4 Execution of fault correction measures

In the case of notifications of serious faults and other faults the supplier will on the basis of the circumstances reported by the customer promptly initiate measures, initially to localise the cause of the fault.

If initial analysis shows that the reported fault is not attributable to a defect in the maintenance object, the supplier will promptly notify this to the customer.

The supplier will otherwise initiate appropriate measures for further analysis and correction of the reported fault. The customer will promptly implement measures notified to it for correction of faults and will then without delay report again to the supplier on any remaining faults.

The provision of consumables, parts subject to wear and tear and spare parts is not covered by fault management. If the supplier provides consumables, parts subject to wear and tear and spare parts to the customer, the Contractual Terms for Hardware Sales (VH) of CONET apply for these.

A.4 Contact facility (helpdesk)

4.1 Contractual services

The supplier will 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 helpdesk 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 Acceptance and processing of queries

Towards the supplier the customer will nominate only personnel with appropriate specialist and technical qualifications to deal internally with customer queries from users of the maintenance object. Only the personnel nominated to the supplier by the customer will address queries to the hotline; for this purpose it will use forms provided by the supplier. The helpdesk will accept such queries by e-mail, telefax and telephone during the supplier's normal hours of business.

Orderly queries will be processed, and if possible answered, 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 provide one quickly, the supplier will pass on the query for further handling; this applies particularly in the case of maintenance objects which are not manufactured by the supplier.

A.5 Additional services

Services in addition to items A 2 to A 4 are not owed under this contract but require a separate agreement with separate remuneration. These may relate for example to additionally agreed on-site availability of the supplier for the customer, advice and support in the case of modified utilisation environments, clarification of interfaces with third-party systems and installation/ 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 (item 1 of CONET's 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, but for the first time as at the end of the calendar year following the year in which the contract is entered into. The contract may furthermore be terminated by the supplier 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. Consumables, parts subject to wear and tear and 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 supplier 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 exchange of contract.

2.2 Remuneration for consumables, parts subject to wear and tear and spare parts

Consumables, parts subject to wear and tear and 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 the Contractual Terms for Hardware Sales (VH) of CONET.

2.3 Remuneration for additional services

Remuneration for additional services not covered by the flat-rate remuneration will be in accordance with item 1.1 of CONET's AV.

2.4 Adjustment of remuneration

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

The customer has a right of termination if the flat-rate remuneration rates increase by more than 10%. Such increases will be notified by the supplier 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 as at the date of the increase.

B.3 Utilisation rights

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

B.4 Duties of the customer

4.1 The customer will inform the supplier promptly about changes in the utilisation environment. In addition, the customer will ensure that the maintenance object is used only in an approved environment.

4.2 In the absence of an agreement to the contrary, all documents, information and data provided to the supplier will be additionally kept by the customer in such a way that they can be reconstructed in the event of damage to or loss of data media.

B.5 Execution

Execution of maintenance is subject to the proviso that the supplier is itself supplied by its various input suppliers in good time and in accordance with contract.

All consumables, parts subject to wear and tear and spare parts which are used are either new or, in terms of usability, of equivalent value to new parts. Parts replaced become the property of the supplier.

B.6 Data protection

To the extent that the supplier has access to person-related data stored on systems of the customer, it will act exclusively as a contracted data processor (§ 11 (5) of the Federal Data Protection Law/BDSG) and process and use this data only for the purpose of executing the contract. The supplier will observe the customer's instructions about handling this data. The customer will bear any disadvantageous consequences of such instructions with regard to contract execution. Details with regard to the handling of person-related data will be agreed in writing by the contractual partners to the extent required by § 11 (2) BDSG or other legal norms.

B.7 Application of CONET's AV

The General Contractual Terms (AV) of CONET apply on a supplementary basis.