tegosgroup

SPECIAL CONDITIONS for Maintenance and SupportVersion 1.0 from 08.09.2023

1   Scope of Application

1.1.   These SPECIAL CONDITIONS FOR MAINTENANCE AND SUPPORT apply to all maintenance and support services provided by tegos to the CUSTOMER.

2   Definitions

The definitions set out in the GTC and the definitions set out below shall apply:

2.1.   PROBLEM means the (root) cause(s) of one or more TROUBLESHOOTING.

2.2.   TROUBLESHOOTING means an unexpected interruption of the operation of the Software or an event with the potential to interrupt the operation, failure or limitations of functions and performance of the Software.

2.3.   RESPONSE TIME means the time between the receipt of a Fault Report and a qualified response from tegos.

3   Subject Matter and Scope of Services

General Section:

3.1.   The content and scope of the Maintenance and Support Services shall be determined in accordance with these SPECIAL CONDITIONS FOR MAINTENANCE AND SUPPORT and the SERVICE DESCRIPTION.

3.2.   The CUSTOMER or the CUSTOMER'S users shall report TROUBLESHOOTINGS via the User Help Desk by e-mail to support@tegos.eu or by telephone on 0231-31776-480. In any event, the trouble report shall contain the following information:

- Date of the TROUBLE

- Was the CUSTOMER's employee online or offline?

- Detailed description of the TROUBLE/malfunction:

- Affected component or location in the system

- Affected employees of the CUSTOMER

- Affected data

- Description of the incorrect behaviour of the system

- Description of the desired behaviour of the system

- If applicable, simple steps to reproduce the ERROR

- Screenshot of the error, if applicable

- E-mail address and telephone number of the CUSTOMER's employee reporting the TROUBLE.

3.3.   Unless expressly agreed otherwise in writing, tegos shall in particular not owe within the scope of the maintenance and support services:

- The installation and set-up of the software;

- instruction and training of employees in the use of the software;

- the maintenance of old versions (for Microsoft software versions: Extended Support);

- the maintenance of the software at locations other than the contractually agreed installation location;

- the maintenance of the software on an IT system other than the contractually agreed IT system;

- the backup of the CUSTOMER's data; support in the reconstruction of software statuses and data after a technical defect, insofar as a current data backup is available at the CUSTOMER.

- services for the software which directly result from the CUSTOMER's failure to observe recommendations made by tegos within the scope of the maintenance services or from the CUSTOMER's failure to use the software in accordance with its intended use.

3.4.   The performance of services within the scope of these SPECIFIC CONDITIONS shall not constitute performance under a contract for work and services. In particular, tegos does not promise to be able to remedy FAULTS within certain time frames. tegos shall only endeavour to achieve this goal.

3.5.   tegos is the central contact point for support cases. It shall initially provide its maintenance and support services primarily for its own software. Insofar as the CUSTOMER reports a support case to tegos, tegos shall qualify this as its own support case, insofar as it concerns a support case relating to the software of tegos, or as a third-party support case, insofar as it concerns a support case relating to the software of a third party. In the context of a third-party support case, tegos shall address the support request to the respective third-party provider. In individual cases, the CUSTOMER may, after prior consultation with tegos, contact the third-party provider directly.

Special Section:

3.6.   The following applies to own support cases:

3.6.1. tegos shall provide the maintenance and support services carefully and professionally, taking into account the generally recognised rules of technology.

3.6.2. Within the scope of the maintenance service, tegos shall carry out preventive measures to improve the software in its organisational structure and program flow, shall eliminate any program errors and shall adapt the software to any changes in statutory, official or other provisions within the respective time windows provided. In the event that the software is used by way of CLOUD COMPUTING, tegos shall implement improved software versions, e.g. updates and patches provided by the software manufacturer from time to time, as part of the preventive measures. In the case of Major Updates, the parties agree that Major Updates shall be announced by tegos at least six (6) weeks prior to their release. In the case of a license purchase or the use of the Software On Premises, tegos shall inform the CUSTOMER of newly available Updates and Patches, but these shall only be carried out reactively at the request of the CUSTOMER. In this case, the installation service provided by tegos shall be remunerated separately.

3.6.3. tegos shall provide the service required to analyse and eliminate TROUBLESHOOTINGS and PROBLEMS in order to restore the functionality and operation of the Software. A resolution time is not promised by tegos. tegos shall endeavour to resolve a malfunction within a reasonable time.

3.6.4. If the information referred to in clause 3.3 is not provided in full for the purpose of locating the fault and it is therefore not possible to locate, reproduce and rectify the fault, tegos shall only be obliged to rectify a fault as soon as this information is available.

3.6.5. tegos will notify the CUSTOMER in TEXT form of the commencement of the rectification of the DISTURBANCE within the RESPONSE TIME set out in these SPECIFIC CONDITIONS following notification of the DISTURBANCE by the CUSTOMER. tegos will indicate the prioritisation of the DISTURBANCE and the expected duration of the rectification of the DISTURBANCE.

3.6.6. The method of fault clearance shall be at the discretion of tegos. In order to remedy a DISTURBANCE, tegos may also issue instructions for the CUSTOMER to follow. If tegos is unable to completely remedy the malfunction within the expected duration of the malfunction, tegos shall integrate a WORKAROUND at its own expense, which shall make the functional scope of the software available to a large extent.

3.7. The following applies to third-party support cases:

3.7.1. In the event that tegos and the CUSTOMER have agreed maintenance and support services for third party software, the maintenance services refer to the latest software versions made available and can only be provided if the maintenance and support services required by the third parties have also been provided. Microsoft software versions are maintained by Microsoft only within the "Microsoft Mainstream Support" phase.

3.7.2. In the context of third-party support cases, tegos shall not assume any responsibility for delays caused by the maintenance and support services required by the third parties.

4 Rights of Use

4.1. Insofar as the software to be maintained is software of the CUSTOMER, the CUSTOMER shall grant tegos all rights of use necessary to maintain the software in accordance with the requirements of this contract.

4.2.   The right of use is limited in time to the duration of this contract.

5 User Helpdesk

5.1.   tegos shall provide a User Helpdesk for the CUSTOMER during the business hours described below, which can be reached by telephone at 0231-31776-480 or by e-mail at support@tegos.eu.

5.2.   The business hours are Mondays to Thursdays, with the exception of national public holidays, from 8:00 a.m. to 5:00 p.m.; Fridays from 8:00 a.m. to 3:30 p.m.

5.3.   The business hours describe the period of time during which tegos receives reports of TROUBLESHOOTING and endeavours to remedy any TROUBLESHOOTING that occurs. No fault clearance is owed outside the business hours.

6 Disturbance Classes

6.1.   tegos will classify incoming FAULTS into priority I to III depending on their severity and impact on the system at CUSTOMER.

- Serious disruption - Priority I: Urgent, the operational process is interrupted. All workstations are affected.

- Example: The software is not executable, there are crashes. Printing, selecting and/or transferring data to third parties via connected scales or interfaces cannot be started. Data is not saved or read correctly and completely.

- Significant disruption - Priority II: High, the operational process is impaired. Individual workstations are affected.

- Example: The functioning of the software is impaired or malfunctions occur, in particular messages are incomprehensible or are not in the correct context to the called function. Functionalities do not show the expected results. The response time behaviour prevents normal use of the software.

- Insignificant malfunction - Priority III: Low, the operational process is not impaired.

- Example: Working with the software is possible, although not consistently within the agreed parameters. User-friendliness is in need of improvement. Error functions can be bypassed.

6.2.   The CUSTOMER may suggest a prioritisation within the scope of the fault report. However, the final classification is the responsibility of tegos.

7   Response Time

The RESPONSE TIME depends on the priority of the FAULT and is defined as follows:

- Priority I: 3 hours

- Priority II: 6 hours

- Priority III: 24 hours

7.1.   The REACTION TIME is interrupted if the business hours end before the REACTION TIME expires. The RESPONSE TIME continues as soon as the next business hour begins.

8   Contract Term and Termination

8.1.   The contract term is one year and begins with the first license activation. The license activation shall be performed by tegos in the Microsoft environment (Tenant). The CUSTOMER shall grant tegos access to the Microsoft environment for the purpose of license activation by tegos. The CUSTOMER can track via its Microsoft environment when a license activation was performed.

8.2.   The term of the contract shall be automatically extended for a further year unless the contract is terminated three (3) months prior to the expiry of the contract term by a declaration to the other party.

8.3.   The termination must be in WRITTEN FORM to be effective.

9 Remuneration

9.1.   Unless otherwise agreed in writing, tegos shall invoice the remuneration for the maintenance and support services for software acquired by means of a license purchase annually in advance. It shall be due, if applicable on a pro rata basis, for the first time on the first working day of the month in which the contractually owed service is to be provided for the first time; thereafter on the first working day of a new calendar year. For software used via a license rental or within the framework of cloud computing, the update and maintenance services are included in the monthly license price; separate remuneration is not applicable.