

ZNT Software - Support and Maintenance Conditions

1 Preamble

As part of support and maintenance services related to ZNT Software, ZNT shall provide “Standard Product Support” and “Standard Product Maintenance” for the licensed ZNT Software as agreed upon with Licensee.

In order to define the ZNT services, a definition of various typical support categories is provided within this document. The definition is followed by the stipulation of conditions governing product support and maintenance services.

ZNT and znt shall have the same meaning.

2 Definition of typical support categories

A support model defines different categories of support and regulates the responsibility within the individual tasks.

Typically, the following hierarchically structured support categories are defined:

- End User Support
- Key User and Solution Support
- ZNT Product Support

End User Support

Licensee or his agent covers this first support category with expert staff assigned to related tasks. It includes supporting users in working with the system, installing, configuring and administrating the system, and providing the necessary information if the problem is passed to the next support category. End User Support is not part of ZNT Product Support.

Key User and Solution Support

Licensee or his agent covers this support category utilizing specialized staff having knowledge of the configuration of the customer-specific software solution based on the licensed ZNT Software. Those persons received specific training in problem analysis and system administration and will handle issues forwarded by End User Support. In addition, reported problems which require in-depth technical solution expertise or software change are also analyzed and resolved by these specialists.

If the problems cannot be solved and are caused by the maintained products, they can be passed on to ZNT Product Support. This forwarding is done by defined persons out of this support group. Key User and Solution Support is not part of ZNT Product Support.

ZNT Product Support

Product support for ZNT Software is provided by ZNT and requested by an expert out of a defined group of persons of the Licensee or his agent. Details about ZNT’s Standard Product Support are described in the following chapter.

3 ZNT's Standard Product Support

ZNT provides high-quality, reliable Standard Product Support which ensures that the licensed ZNT Software works in accordance with its specifications.

Support requests should only be sent to ZNT if the problem is caused by the licensed ZNT Software.

Licensee shall nominate a group of trained support engineers who are entitled to submit support requests to ZNT's Standard Product Support.

In the event that ZNT is unable to reproduce and resolve an issue that has been reported, ZNT shall inform Licensee as soon as possible and the parties shall jointly find a workaround of the problem.

ZNT shall ensure that support is provided by qualified personnel in a timely and professional manner. The support staff are to speak fluent German and English.

Cooperation of Licensee

ZNT requires various types of information and documentation from Licensee to be able to provide support:

- Documentation pertaining to the system configuration and environment;
- Licensee shall make the requisite log files and environmental data available for purposes of issue analysis;
- If the issue cannot be analyzed on the basis of the log files, Licensee shall grant ZNT remote access to the relevant systems or, if this is not feasible, shall implement a "remote guided session" for accessing the systems for purposes of analysis;
- Acceptance and Review of the ZNT Support Reports;
- If only Licensee's hardware may be operated within the network of Licensee, then Licensee shall make equipment such as laptops available to ZNT at no charge to facilitate on-site operations.

Support Services, Methods, and Tools

Within the parameters of support, ZNT shall provide to Licensee the following services, methods, and tools:

- Support by engineers who are familiar with the ZNT product and typical integration technologies into the environment of customers;
- Ticket logging via the ZNT JIRA issue tracking system;
- Ticket tracking via remote Internet access (online ticket status and history);
- Technical product documentation (user and developer manuals).

Incident Management

The following section describes the classification of issues. The category thereby determines the processing procedure for the issue reported.

Definitions

Severity shall be understood in the context of the importance of the issue and can be classified as follows:

- *High degree of severity*: serious issue with no available work-around; the software cannot be used or only used with significant limitations;
- *Moderate severity*: serious issue, but with available work-around, or more minor issue without work-around; the software can be used with limitations;
- *Low degree of severity*: cosmetic defect, or minor issue with available work-around; the software can be used with insignificant limitations.

Urgency is classified as follows:

- *High degree of urgency:* the issue is of great importance to Licensee; rectification is critical in terms of time as a production stop or delivery delay might occur;
- *Moderate urgency:* prompt rectification of the issue is important for Licensee, logistic limitations or increased costs might occur in production;
- *Low degree of urgency:* prompt rectification of the issue is less important for Licensee.

Classification

Severity and urgency define priorities, as instanced in the table below:

		Severity		
		3- low	2- moderate	1- high
Urgency	1- high		P2	P1
	2- moderate	P3	P2	P2
	3- low	P4	P3	

Table 1: Incidence Matrix

Incident Response Times:

The following table summarizes the standard response times:

Incident Priority	Incident Logging	Preliminary Analysis
P1	4 hours	8 hours
P2	n/a	2 working days
P3	n/a	1 week
P4	n/a	1 month

Table 2: Response Times

Specific to Standard Product Support, service times are defined as office hours from 8.00 a.m. to 5.00 p.m., based upon the Bavarian holiday calendar. Each of the response times is applicable within service hours. If required, emergency product support can be arranged; this covers extended response and service times. In such an instance, the conditions are to be negotiated on an individual basis with Licensee.

ZNT understands the importance of quick troubleshooting of errors in production environments and will make every reasonable effort to rectify the issues as quickly as possible. However, it must be taken into account that the rectification of problems at an architectural or deeper technical level can take time. In such cases, we will seek a suitable work-around solution in close alignment with Licensee.

Reporting

ZNT shall report to Licensee on the following on a monthly basis:

- All information on Licensee’s support requests, their status, classification, and current details;
- All product improvement inquiries of Licensee, their status, classification, and current details and, if available, the planned release date.

Excluded Services

Standard Product Support does not incorporate any expenses incurred in consequence of the following:

- Improper use, incorrect application, or modification of the licensed ZNT Software;

- The influence of external, associated software if the interfaces are not used in accordance with the specifications;
- Roll-out of new product versions or adaptation of the solution for new product versions;
- Analysis and rectification of issues that have arisen within the parameters of specific application of the licensed ZNT Software under the purview of Licensee (solution) and that are not attributable to errors in the licensed ZNT Software.

4 ZNT's Standard Product Maintenance

As part of Standard Product Maintenance, ZNT shall provide maintenance of the licensed ZNT Software specific to

- the current actual version,
- the two preceding versions, or
- each new, major version for the period of four years after delivery to Licensee

for the period for which Licensee has entered into a corresponding maintenance agreement. ZNT may deliver new versions of the ZNT Software at its own discretion. ZNT shall do its best to provide patches of ZNT Software versions subject to maintenance for fixing severe security issues in a reasonably short time period.

Licensee shall be responsible to decide which of the provided version shall be deployed into his environment. Only the versions specified above shall be in scope for ZNT's Standard Product Support.