

znt Software - Support and Maintenance Conditions

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1 Preamble to the znt Software - Support and Maintenance Conditions

Within the parameters of support and maintenance pertinent to znt software, depending upon the agreement concluded, znt shall provide “standard product support” and “standard product maintenance” specific to the licensed znt software.

A definition of the various support levels is appended to facilitate demarcation of services. The definition is followed by the stipulation of conditions governing product support and maintenance services.

2 Support Level Definitions

The support model defines the various support levels and governs the responsibility of Licensee and znt:

- Level 1 – end user support
- Level 2 – key user and solution support
- Level 3 – znt product support

Level 1 – End User Support

This first support level is effected by Licensee by deploying expert staff assigned to this remit. It encompasses support extended to the user during use of the system, during installation and configuration, as well as system administration and the provision of the requisite information in the event that an issue is escalated to the next support level. Level 1 support is not integral to znt product support.

Level 2 – Key User and Solution Support

This support level is implemented by Licensee by deploying specialist personnel (Level 2 support personnel) who have knowledge of the distinct configuration of the customer-specific solution which is based upon the licensed znt software. Level 2 support personnel have received specific induction training in issue analysis and system administration. Level 2 support personnel process issues that have been escalated by Level 1 support. If such issues can, likewise, not be resolved on Level 2 and have been caused by the products subject to maintenance, they are escalated to Level 3. The escalation can only be effected by a clearly defined group of individuals engaged in Level 2 support. Level 2 support is not integral to znt product support.

Level 3 – znt Product Support

Level 3 support is provided by znt and is requested by Level 2 support. Level 3 support only addresses inquiries that cannot be resolved by Level 2 and that require more in-depth technical product expertise or a modification of the product software (patches or version updates, depending upon priority). Details of znt standard product support are described in the following section.

3 znt Standard Product Support

znt provides high-quality, reliable standard product support at Level 3. Such support aims to ensure that the licensed znt software works in accordance with its specifications.

Support inquiries are first to be submitted to znt if the issue has actually been caused by the licensed znt software. Licensee shall nominate a group of trained Level 2 support processors who are entitled to submit support inquiries to znt 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 seek jointly to rectify or work around the issue.

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.

3.1 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.

3.2 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).

3.3 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.

3.4 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.

3.5 Excluded Services

znt 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.

In such instances, Licensee may request a separate offer pertinent to corresponding support services, or may conclude a solution support agreement with znt.

4 znt Standard Product Maintenance

Within the parameters of standard product maintenance, znt shall effect maintenance of the licensed znt software specific to

- the version respectively valid,
- the two preceding versions, or
- each new, main version for the period of four years after provision to Licensee

for the period for which Licensee has concluded a corresponding maintenance agreement. New versions of the znt software are to be handed over to Licensee at the discretion of znt in each instance.

Licensee shall bear responsibility for deciding which version provided shall be deployed out in its environment. Within standard product support, only the versions specified above shall be catered for.