Conditions of Maintenance and Software Updating

§ 1 Services

1. Dimetis GmbH will provide the following services:

a) Maintenance
Maintenance includes fault-finding and rectification in the case of faults. Dimetis GmbH will assist the customer following fault reports with instructions on fault rectification, fault avoidance and fault circumvention.

b) Continued development and updating
Dimetis GmbH will continue to develop the software with regard to quality and modernity, modify it to changing requirements, correct faults in order to maintain the quality specified by the software provision contract, and provide the customer with the resulting latest versions of the software. This also includes minor functional extensions (updates). Upgrades to the software are however not the object of this contract, and will be charged separately.

c) Information
Dimetis GmbH will inform the customer of planned new programme versions and program extensions.

2. Software updating will be provided to the latest status of the technology, and in accordance with the interests of all software users. These services will be provided only in relation to the last and most recent software version provided by Dimetis GmbH.

3. Dimetis GmbH can deliver the new software in the same way as provided for the first delivery following the terms of license.

§ 2 Performance time

1. Dimetis GmbH will review the necessity for new programme versions on an annual basis.

2. The performance times for fault rectification begin on notification of the fault (§ 3 Para. 1) and are specified in accordance with the failure classes (Attachment 1).

a) In the event of a Class 1 fault, Dimetis GmbH will begin, depending on ordered "5x8", "7x8" or "7x24" support, immediately and with all urgency to work on the problem and will also continue work above and beyond the normal working hours (Monday to Friday 09:00 to 17:00 CET, excluding legal holidays) using all the resources available.

b) In the event of a Class 2 fault, Dimetis GmbH will begin rectification of the fault, in case of fault notification, depending on ordered "5x8", "7x8" or "7x24"

support, by 12:00 CET on the same day, and in case of later fault notification on the next normal working day, depending on ordered "5x8", "7x8" or "7x24" support, before 12:00 CET, and will continue such work until no fault of Class 2 is present.

c) Faults of class 3 will be rectified as soon as possible or later by means of correct configuration management.

§ 3 Co-operation by the customer

1. The customer will report problems, faults and damage immediately, depending on ordered "5x8", "7x8" or "7x24" support. The report may initially be made verbally, although this must be confirmed in writing on the next normal working day, depending on ordered "5x8", "7x8" or "7x24" support. The report must contain a classification into the failure classes specified under § 2 Para. 2, and must be accurate and detailed enough to enable Dimetis GmbH to begin the specific fault rectification work immediately. The report may only be made by a person who has the necessary knowledge of the software and corresponding professional qualifications, and who has been nominated to Dimetis GmbH by the customer as authorised to make such reports.

2. The customer will keep those employees who use and handle the software up to the necessary standard of training. He will co-operate in the fault rectification by providing the necessary employees, information, rooms, equipment, programmes and telecommunications facilities, properly documenting the data-processing procedures, backing-up data to the latest status of the technology and reporting and describing faults and problems as accurately as possible.

3. The customer will afford Dimetis GmbH access to the software by data connection lines. He will provide the connections necessary for this purpose. In the event that Dimetis GmbH is not provided with remote access, and fault rectification must be carried out on-site, the resulting increased costs must be borne by the customer. In variance to § 2 Para. 2, the fault rectification times in this case begin only on physical access to the software.

§ 4 Concluding conditions

In addition, the enclosed General Terms and Conditions (**Attachment 2**) and the Additional Terms and Conditions of Business for the License of Software (**Attachment 3**) of Dimetis GmbH apply, unless otherwise specified in the contract.

Conditions of Maintenance and Software Updating

Attachment 1 - Definition of failure classes

	Severity 1 (S1)	Severity 2 (S2)	Severity 3 (S3)
Definition	Customer's Dimetis BOSS Management Application® is down or experiencing a consistent, measurable performance/business impact with no immediate resolution available.	Customer is experiencing intermittent failure or performance/business degradation of Dimetis BOSS Management Application®.	Customer has issues that do not affect normal Dimetis BOSS Management Application® operation and/or questions concerning product function or use.
Initial Action	When a Severity 1 inquiry occurs, the Partner or Reseller personnel will work together with the customer to resolve the issue. Information must be gathered by the customer and/or Partner/Reseller for delivery to the Dimetis Product Support group before an inquiry will be opened. At that time the VP Support and Services as well as the VP Delivery are notified. The Dimetis Product Support group will work to resolve the issue.	When a Severity 2 inquiry occurs, the Partner or Reseller personnel will work together with the customer to resolve the issue. Information must be gathered by the customer and/or Partner/Reseller for delivery to the Dimetis Product Support group before an inquiry will be opened.	When a Severity 3 inquiry occurs, the Partner or Reseller personnel will work together with the customer to resolve the issue. Information must be gathered by the customer and/or Partner/Reseller for delivery to the Dimetis Product Support group before an inquiry will be opened.
Next Action	Dimetis Product Support will work to resolve the issue by gathering additional information to troubleshoot, recreate for transfer to software engineering, or resolve. If resolution is not possible without engineering effort, a possible workaround will be suggested if available while a solution is engineered.	Dimetis Product Support will work to resolve the issue by gathering additional information to troubleshoot, recreate for transfer to software engineering, or resolve. If resolution is not possible without engineering effort, a possible workaround will be suggested if available while a solution is engineered.	Dimetis Product Support will work to resolve the issue by gathering additional information to troubleshoot, recreate for transfer to software engineering, or resolve. If resolution is not possible without engineering effort, a possible workaround will be suggested if available while a solution is engineered.
SLA	For Severity (1) issues Dimetis will define and generate a Trouble Ticket for modification request ("MR") within 2 hours of the transferred inquiry from the Customer/Partner/Reseller to Product Support. Engineering will then work to a resolution, on a best effort basis within 3 business days.	For Severity (2) issues Dimetis will define and generate a Trouble Ticket for MR within 5 hours of the transferred inquiry from the Customer/Partner/Reseller to Product Support. Engineering will then work to a resolution, on a best effort basis within 10 business days.	For Severity (3) issues Dimetis will define and generate a Trouble Ticket for MR within 48 hours of the transferred inquiry from the Customer/Partner/Reseller to Product Support. Engineering will then work to a resolution, on a best effort basis within 45 business days.
Customer Updates	While a solution is being engineered, daily updates will be delivered on the progress of the issue until resolution is met.	While a solution is being engineered, updates will be delivered as they occur on the progress of the issue until resolution is met.	While a solution is being engineered, updates will be delivered as they occur on the progress of the issue until resolution is met.