dab: Daten – Analysen & Beratung GmbH

Support Policy

§ 1 General / scope of application

(1) The subject matter of this support policy is the provision of maintenance and support services by dab: Daten – Analysen & Beratung GmbH ("dab") for the contractual use of dab software by the customer.

(2) Unless expressly agreed otherwise in writing, dab shall not provide any maintenance or support services for third-party software only arranged by dab for the customer.

(3) Furthermore, the following services are not part of the contract:

- services for dab software that are necessary as a result of breaches of customer obligations, improper use of the software under conditions of use other than those contractually agreed or as a result of third-party interventions or use of unapproved third-party software, for example, adjustments of dab software to a new operating system, modified software or hardware environments of the customer, including new versions of third-party software, services that are necessary as a result of programming work not carried out or approved by dab, services that were necessary as a result of updates or upgrades provided but not installed by dab, unless the installation was deemed unreasonable, services for out-of-date software for which support is no longer provided and dab has informed the customer of this;

- adjustments, additions or enhancements of software in particular to new legal provisions, products, services or changed operating procedures of the customer;

- creation of software products and delivery of functional enhancements for dab software, maintenance of hardware and consulting services as well as training sessions that go beyond support services in individual cases.

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§ 2   Maintenance services

(1)   Unless contractually agreed otherwise, dab shall provide the following maintenance services as part of its maintenance of dab software:

- customer support by phone, by email using the relevant phone number or email address communicated to the customer or upon agreement of a web meeting system through information on preventing defects and faults;

- remedy of defects during the contractual term on the use of software that occur during the standard use of the software both within the program code and within the documentation provided that such action is required to ensure or restore the operational readiness of the software in its respective current version;

- remedy of faults within the scope of technical feasibility whereby a fault exists if dab software does not fulfill the functions specified in the service description or does not work properly in some other way, following which use of dab software is not possible or is restricted;

- provision of the latest version of the software (updates) in accordance with § 3 (6) of the contractual conditions for the use of software and software services. The customer is required to install updates on a test or production system and this is not part of dab's maintenance and support services;

- Update of software documentation (completely new documentation shall be provided if there is a major change to the functional scope or operation of the software).

(2)   The services also include the handling of defects and faults that are known to dab about dab software irrespective of use by the customer.

(3)   The remedy of defects and faults as part of the support policy includes the localization of the cause, diagnosis and services aimed at remedying the defect or fault. Remedying services can also be provided at dab's discretion through the use of workarounds, patches, updates, major updates and, following consultation with the customer, through the delivery of a new software release.

(4)   dab may provide the maintenance services through remote maintenance or remote diagnosis if this is possible.

§ 3 Support services

(1) dab provides user support and assistance ("support") to the customer or their employees within the scope of customary business practice. This is done by phone or by email using the relevant phone number or email address communicated to the customer or upon agreement by a web meeting system.

(2) Where support requirements of the customer or their employees exceed the scope of customary business practice, dab shall inform the customer accordingly. At the request of the customer, dab shall also support the customer beyond the scope of customary business practice in accordance with its current remuneration conditions.

§ 4 Service times for maintenance and support

(1) dab provides the maintenance and support services at the following service times:

- Monday to Friday 9 am to 5 pm (local time)

(2) The service is not available on Saturdays and Sundays, Christmas Eve (Dec 24), New Year's Eve (Dec 31) and public holidays in Bavaria (Germany).

(3) dab shall process customer queries within two working days at the latest.

§ 5 Duties of customer to cooperate

(1) Where required for the fulfillment of the maintenance services, the customer shall communicate to dab in text form the name of at least one qualified employee who will act as a point of contact to support dab in the provision of the maintenance services.

(2) Before reporting any faults or defects, the customer shall endeavor to conduct an analysis of the system environment to ensure that the fault or defect is not caused by system components that are not covered under this contract.

(3) The customer shall report any defects or faults to dab immediately by phone or by email using the relevant phone number or email address communicated to them. The customer must describe the defect or fault in as much detail and transparency as possible manner and in particular specify the conditions in which it occurs and the effects it has on operations.

(4) The customer shall log any defects or faults detected in a clear and understandable way.

(5) Where possible and necessary for the provision of services, the customer shall give dab electronic access to dab software in order to perform remote maintenance. They shall

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establish the Internet and network connections required for this; in particular, the customer shall establish the creation of a communication connection between them and dab.

(6) Where required, the customer shall grant dab access to required files, documentation and information, in particular in relation to relevant hardware and/or third-party software, necessary for the provision of maintenance and support, and shall also provide required test plans, test data and test environments where applicable.

(7) The customer shall take measures to remedy faults or defects immediately.