

Take precedence over the general contractual terms (GCT)

1. Scope; other contractual terms

1.1 These contractual terms for the maintenance of hardware - hereinafter referred to as "CMH" - apply for all legal transactions between the respective contracting company in the CONET Group - hereinafter referred to as "CONET" - and this company's contracting partner - hereinafter referred to as "Customer" -, on the basis of which CONET provides maintenance service for the hardware components which are the subject matter of the contract, hereinafter referred to as "items to be maintained".

These CMH are made up of the description of the maintenance services, Part A and the conditions for maintenance, Part B.

1.2 In addition to this, the general contractual terms (GCT) of CONET also apply.

PART A — DESCRIPTION OF THE MAINTENANCE SERVICES

2. Preventative maintenance

Preventative maintenance is used to keep the items to be maintained in a functional condition. It is carried out by means of a support procedure, the type and scope of which is determined by CONET or, where this is contractually agreed, by the manufacturer of the items to be maintained.

A handing over of consumable, wear and/or replacement parts within the scope of the preventative maintenance is only carried out in accordance with Clause 9.

3. Disruption management

3.1 Scope of disruption management

CONET receives notifications of disruption from the customer, allocates these to the agreed disruption categories and carries out the agreed measures to analyse and remedy the disruptions based on this allocation.

Disruption management does not cover any services which are linked to the use of the items to be maintained in conditions of use which are not approved and/or to a change in the items to be maintained made by the customer or third parties.

Disruption management also does not cover the clarification and/or editing of interfaces to foreign systems, installation and configuration support.

3.2 Acceptance of customer disruption notifications

CONET shall receive proper disruption notification submitted by the customer during its usual business hours and give them an identifier. At the customer's request, CONET will confirm receipt of a disruption notification and communicate the identifier that has been allocated.

3.3 Allocation to disruption categories

Unless otherwise agreed, CONET shall allocated disruption messages received to one of the following categories after screening:

a) Serious disruption

The disruption is based on an error in the item to be maintained meaning that it cannot be used or can only be used with serious limitations. The customer cannot bypass this disruption in a reasonable manner and can therefore not complete tasks which cannot be delayed.

b) Other disruption

The disruption is based on an error in the item to be maintained which restricts its use by the customer in more than just an insignificant manner, without there being a serious disruption.

c) Other notifications

Disruption notifications which do not come into categories a) and b) are allocated to the "Other notifications" category. These are only handled by CONET in accordance with the agreements concluded for this.

3.4 Implementation of measures to remedy disruptions

In the case of notifications of serious disruptions and other disruptions, CONET shall initiate measures immediately based on the circumstances as communicated by the customer in order to localise the cause of the disruption.

If it transpires that the disruption communicated is not an error of the item to be maintained after the initial analysis, CONET shall communicate this to the customer immediately.

Otherwise CONET shall arrange appropriate measures for further analysis and to remedy the disruption that has been communicated. The customer shall implement measures communicated to him to remedy disruptions immediately and contact CONET again immediately if the disruption remains.

The handing over of consumable, wear and/or replacement parts is not the subject matter or disruption management.

4. Point of contact (helpdesk)

4.1 Scope of the helpdesk

CONET shall set up a point of contact for the customer (helpdesk). This point of contact processes customer inquiries related to the technical usage requirements and conditions of the items to be maintained and individual functional aspects.

The helpdesk does not provide any services which are linked to the use of the items to be maintained in unapproved usage environments and/or to changes to the items to be maintained made by the customer or a third party.

4.2 Acceptance and processing of inquiries

The customer shall only provide CONET with the contact details of staff with sufficient professional and technical qualifications who are entrusted with the processing of inquiries by the users of the items to be maintained for the customer. Only these staff, who have been named to CONET, shall direct inquiries to the helpdesk using the form provided by CONET. The helpdesk can receive inquiries of this type via email, fax and/or telephone during the usual business hours of CONET.

The helpdesk will process proper inquiries in the usual course of business and response to them to the extent that this is possible. In order to respond, the helpdesk can reference the documentation and other training materials the customer has for the item to be maintained. Where the helpdesk is unable to respond or is unable to respond in good time, CONET shall forward the inquiry for processing, in particular in the case of inquiries relating to items to be maintained that it does not manufacture itself.

5. Additional services

CONET is not obliged to provide maintenance services and/or other services which go beyond clauses 2 to 4 but rather a separate agreement is required for this and a separate fee shall be charged. This may be additionally agreed uses on site by the customer, consultancy and/or support with a change to the usage environment, clarification on interfaces to foreign systems or support with installation and configuration.

PART B — CONDITIONS FOR MAINTENANCE SERVICES

The regulations of this Part B apply equally to preventative maintenance (Clause 2), disruption management (Clause 3) and the helpdesk (Clause 4).

6. Requirements for maintenance services

6.1 CONET shall provide maintenance services only during the agreed term of the contract, for the agreed item to be maintained and in return for the agreed fee.

6.2 The provision of maintenance service is subject to the reservation that CONET is supplied in good time and in accordance with the contract by its own preliminary suppliers.

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7. Value and ownership of consumable, wear and replacement parts

- 7.1 Consumable, wear and/or replacement parts used during the maintenance services are either new parts or equivalent to new parts in terms of their usability.
- 7.2 Ownership of consumable, wear and/or replacement parts which are exchanged as part of the maintenance services transfers to CONET on exchange.

8. Term of the maintenance contract, termination

- 8.1 Unless otherwise agreed, the maintenance contract starts on delivery of the item to be maintained to the customer.
- 8.2 The maintenance contract can be terminated by either party to the contract with a notice period of three months to the end of a calendar year. A termination of this type is only possible from the end of the calendar year after the one in which the contract is concluded. Any minimum term agreed is not affected by this right of termination.

The above does not apply if anything else is agreed.

- 8.3 The right of the parties to the contract to terminate the agreement with good cause is not affected.
- 8.4 Declarations of termination are only effective if they are in writing.

9. Remuneration of maintenance services

9.1 Flat-rate maintenance fee

The customer shall remunerate the maintenance services set out in clauses 2 to 4 by means of a recurrent flat-rate maintenance fee. Unless otherwise agreed, the agreed flat-rate maintenance fee is quoted as an annual fee.

Consumable, wear and/or replacement parts are not covered by the flat-rate maintenance fee.

The flat-rate maintenance fee is to be paid by the customer in advance within the accounting period and shall be invoiced by CONET to the customer at the start of the accounting period. Unless otherwise agreed the accounting period is the calendar year. At the start of the contract within an accounting period the remuneration shall be due pro rata and invoiced on conclusion of the contract.

9.2 Remuneration of consumable, wear and replacement parts

Consumable, wear and/or replacement parts which CONET provides to the customer as part of maintenance services, in particular as part of preventative maintenance (Clause 2) and/or otherwise with the customer's consent are to be paid for separately by the customer and in accordance with the contractual terms for the sale of hardware (SH).

9.3 Remuneration of additional services

Additional services provided by CONET shall be remunerated by the customer in accordance with Clause 2.1 of the GCT to the extent that services of this type are not covered by the agreed flat-rate maintenance fee.

9.4 Adjustment to the flat-rate maintenance fee

CONET can adjust the maintenance fee once per calendar year based on general developments.

The customer has a right of termination if the flat-rate maintenance fee increases by more than ten percent (compared to the previous flat-rate maintenance fee). CONET shall inform the customer of an increase of this type two months before the entry into force of this increase. The customer can terminate the contract within one month of receipt of the notification of an increase effective for the entry into force of said increase.

10. Usage right to software releases

- 10.1 The customer's usage right to new releases (e.g. versions, updates, bug fixes) of the software that are delivered in connection with the item to be maintained corresponds to the usage right for the previous release of the software.
- 10.2 The customer's usage right to new releases of the software replaces the usage right to the previous release.

11. Obligations and responsibilities of the customer

- 11.1 The customer shall ensure that the item to be maintained is only used in an approved usage environment.
- 11.2 The customer shall inform CONET immediately of any changes to the usage environment of the item to be maintained.
- 11.3 Unless otherwise agreed the customer shall keep all documents, information and data he is given by CONET safe such that these can be reconstructed in the event of the damage and/or loss of data carriers.

12. Data protection

Where CONET accesses or is able to access personal data stored on the customer's systems within the scope of maintenance services, CONET shall act exclusively as a contract data processor (Section 11 paragraph 5 Federal Data Protection Act). CONET shall comply with the customer's instructions for handling these data. The customer shall bear any disadvantageous consequences of these instructions for the implementation of the contract. Details on handling personal data shall be agreed by the parties to the contract in writing where necessary in accordance with Section 11 paragraph 2 Federal Data Protection Act or other legal standards.