COMtrexx Maintenance - Specification

Customers

Preamble

This Specification applies to the provision of the COMtrexx Maintenance Services to the Customer in accordance with the "COMtrexx Maintenance - IMS Agreement".

Contents

Preamble 1
Contents 1
1. General provisions 1
2. Software security updates 2
3. Software bug fixes 2
4. Functional enhancements and optimisations 2
5. Online services 2
6. Technical support 3
7. Exclusion of services 3
8. Provision of upgrades 4
9. Response and processing times 4
10. Automatic availability check 4

1. General provisions

1.1 Contract Products are all Auerswald products marketed by Auerswald under the name COMtrexx that are operated by the Customer, where applicable with the assistance of a service provider.

1.2 The Customer within the meaning of this Specification is the contractual partner of Auerswald who obtains the services covered by the contract.

1.3 Auerswald may communicate directly with the Customer in the course of providing the Maintenance services. The Customer's Auerswald Partner shall be involved to the extent necessary for the provision of the services.

1.4 Liability shall be governed exclusively by the Maintenance rules agreed between Auerswald and the Customer.

1.5 This Specification is not an exhaustive list of all the service features of the services covered by the contract. Auerswald endeavours to continuously develop the services covered by the contract and to always offer them in line with the current state of the art and of security. As a result, individual service features may change over time, which is why the following description is limited to the essential service components, i.e. those not readily subject to change.

2. Software security updates

2.1 Under the Maintenance agreement, Auerswald provides software security updates to close product-specific security vulnerabilities of varying severity.

2.2 Auerswald informs the Customer directly about software security updates that have been provided.

2.3 The security updates are installed by the Customer on their own responsibility, or by a qualified service provider commissioned by the Customer.

3. Software bug fixes

3.1 Auerswald provides the Customer with software bug fixes for the COMtrexx installations covered by the contract. These are software items that serve to eliminate acute and general faults but do not bring any functional enhancements.

3.2 In justified exceptional cases (e.g. imminent infringement of third-party rights or serious security risks), a bug fix may modify or restrict functions, provided that this is necessary to ensure operational safety or legal compliance.

4. Functional enhancements and optimisations

Where available, Auerswald provides the Customer with functional enhancements and optimisations for the COMtrexx installations covered by the contract. These are generally new functions or extensions of existing functions that increase their benefit or scope.

5. Online services

Auerswald provides the Customer with online services. These include:

– The COMfortel SoftPhone for the COMtrexx installations covered by the contract

6. Technical support

6.1 The Customer's Auerswald Partner is the first point of contact for all support-related enquiries in connection with the services covered by the contract and provides 1st Level Support for the Customer's COMtrexx system.

6.2 Auerswald is not obliged to provide direct telephone support to the Customer. For support matters, the Customer must always contact their Auerswald Partner.

6.3 2nd Level Support (helpdesk) and 3rd Level Support (development department) are provided by Auerswald exclusively to the Customer's Auerswald Partner. Technical support assists the Auerswald Partner with maintenance and with any software problems that occur in the Contract Products used by the Customer. Software problems are malfunctions in the program sequence that lead to a direct and significant impairment of the use of the COMtrexx software.

6.4 The services provided as part of technical support include, in particular, guidance on the use of the COMtrexx software and on the registration and configuration of Auerswald terminals within the same system. Support relates exclusively to Auerswald software and hardware components.

6.5 On-site support is not part of the contract. Where support activities are exceptionally required, they are made possible by a remote connection between the Customer, their Auerswald Partner and Auerswald.

7. Exclusion of services

7.1 Services relating to problems caused by any of the following actions on the part of the Customer or a third party commissioned by the Customer are not covered by the contract and are not owed by Auerswald:

- Incorrect configurations or malfunctions of the systems on which the Contract Product in question runs;
- Modification or damage to the Contract Product by the Customer or third parties,
- Use of the Contract Product for purposes other than those provided for in the associated documentation,
- Use of the Contract Product on systems that do not meet the required minimum requirements.

7.2 Services of any kind relating to the Customer's devices, software and infrastructure components are not covered by these services. In particular, any form of peripheral software (e.g. third-party UC or softphone applications) is not covered by the Auerswald services.

7.3 The installation, loading and configuration of software updates, bug fixes, upgrades or functional enhancements are not part of the Auerswald services covered by the contract, unless expressly agreed otherwise in an individual contract.

8. Provision of upgrades

8.1 Auerswald makes upgrades of the software available to the Customer for download at its own discretion. Auerswald determines the type, scope and timing of provision at its own discretion.

8.2 The provision of upgrades under the Maintenance relates to all of the user licences purchased for the respective COMtrexx system. If the Customer purchases additional user licences, the Maintenance agreement shall also extend to these extensions once the corresponding user licences have been purchased.

8.3 The Customer is responsible for the installation themselves or may commission a qualified Auerswald Partner or another suitable service provider to carry it out.

9. Response and processing times

9.1 Auerswald will respond to properly submitted fault reports received via the Customer's Auerswald Partner within 24 hours during the service hours of Auerswald Service, whereby only hours within those service hours are counted ("response period").

9.2 The response period is deemed to have been met if, within the relevant period, Auerswald confirms receipt of the fault report and has informed the Customer's Auerswald Partner of an initial diagnosis of the cause, a possible solution to the fault and/or a measure to isolate the fault, or requests further information useful for processing the fault report.

10. Automatic availability check

10.1 The COMtrexx software contains an automated checking mechanism that, at regular intervals, verifies the availability and versioning of the software and reports this to Auerswald. Manipulating, circumventing or blocking this mechanism (e.g. by firewalls) is not permitted.

10.2 If the Customer permanently blocks this transmission channel, Auerswald reserves the right, after prior written notice (text form is sufficient) with a reasonable grace period of at least two (2) weeks and under threat of blocking, to temporarily block the affected Contract Products from use until the proper state has been restored.