

# Maintenance Contract – Sample

## Bronze SP0155-16

for the software product

***robotron\*e sales***

Between

**EVN Bulgaria Elektrosnabdyavane EAD**  
37, Christo G. Danov Street  
BG-4002 Plovdiv  
Bulgaria

-Customer-

and

**Robotron Datenbank-Software GmbH**  
Stuttgarter Straße 29  
01189 Dresden

- Contractor -

Part of the maintenance contract for software products are the following pages 2 to 17 and the appendices.

Legally authorized signature of the  
customer (stamp)

Legally authorized signature of the  
contractor (stamp)

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Plovdiv, ...

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Dresden, ...

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# **1 Definitions**

## **1.1 Programs**

The term program is used to describe the software as the subject of the contract to be applied, adapted or developed, listed in point 2 of this document.

## **1.2 Program Maintenance**

Program maintenance are services, described in point 2 of this document.

## **1.3 Patches**

Patches keep the program up-to-date and prevent malfunctions. They include program corrections, technical modifications and improvements as well as minor advancements and improvements in functionalities.

## **1.4 Bug Fixes**

Bug fixes are necessary short-term corrections for programs.

## **1.5 Releases**

New releases for programs occur through influential advancements in functionalities. An identifier of a release is the release number.

## **1.6 Reaction Time**

Reaction time is the time period, after receiving a malfunction notification, in which the contractor initiates action for processing the malfunction and sends a reply to the customer.

The reaction time is dependent on the malfunction priority.

As a standard the reaction time lies within the contractually agreed service times, in case of standby service it can additionally be outside these times.

## **1.7 Service Times**

Service times are times within which the customer has the rights to services from the contractor.

## 1.8 Malfunction Priorities

Name	Priority
Production downtime: Malfunction within the program which makes operation impossible or only with major restrictions. Time sensitive tasks cannot be processed.	1
Malfunction within the program which restricts the operation more than marginally.	2
Malfunction within the program which marginally restricts the operation. The user can circumvent the malfunctions in a reasonable manner by himself/ herself.	3
Program unrestrictedly applicable, however, there are formal changes necessary.	4

Table 1: Malfunction Priorities

## 1.9 Errors

An error is a deviation and/or a breach of a contractually set program property and/or program function. An error is identified within the results of a malfunction analysis.

## 2 Subject of the Contract

### 2.1 Maintenance Relevant Programs

With this maintenance contract, the contractual partners agree to allow the maintaining of programs by the contractor against payment for the following programs listed.

Item No.	Program Name	Comments
<i>Licenses</i>		
1.	EDM system <b>robotron*<del>e</del> sales</b>	
2.	Communication automation (import and export)	
3.	Template for customer lines	
4.	Business package MS-Excel-Reports	
5.	MS-Excel-Reports SQL modules (logic arrays)	
6.	Document filing in <b>robotron*<del>e</del> sales</b>	
7.	Universal formula editor	
8.	Business package formula editor	
9.	Substitute value generation	
10.	Module balancing	
11.	Excess/ shortfall quantities calculation electricity	
12.	Module schedule management	
13.	Format ESS (schedule)	
14.	Module portfolio management	
15.	Module risk management	
16.	Sales balancing	
17.	Quantity structure: level 2: up to 5.600 time series	
18.	PFC builder and plausibility check	
<i>Project Specific Add-ons</i>		
19.	Development and configuration of master data interface	
20.	Development and configuration of transactional data interface	
21.	Implementation of Bulgarian market rules - Control zone type: BG - Period for internal schedules: 1h - Deadlines	

Table 2: Program Overview

The maintaining of programs and, when applicable, the corresponding software from third party producers (e. g. Oracle Software) is to be settled using a separate support contract and is not a component of the maintenance services based on this contract.

## 2.2 Application Conditions

Productive application conditions, described in Appendix 1, are critical for the processing of malfunctions.

## 2.3 Remote Access to the System of the Customer

In order to fulfill service duties, the contractor receives remote access to the system of the customer to be serviced. The access is to be executed via a secure VPN or access server and is to be coordinated between the IT department of the customer and the contractor (preferred VPN).

## 2.4 Service Description

### 2.4.1 Service Categories

The contractor offers the following service categories with the following services:

Services	Gold	Silver	Bronze
Service Times (CET/CEST workdays)	Monday to Friday: 7:30 a.m.– 5:30 p.m.	Monday to Friday: 7:30 a.m.– 5:30 p.m.	Monday to Friday: 7:30 a.m.– 5:30 p.m.
Hotline Support	yes		
Receiving Malfunction Notifications 7 × 24 h	yes		
Reaction Time Prio 1	1 h <sup>1</sup>	2 h	4 h
Reaction Time Prio 2	2 h	4 h	6 h
Reaction Time Prio 3	4 WD <sup>2</sup>	7 WD	14 WD
Reaction Time Prio 4	4 WD	7 WD	14 WD
Standby Service Possible	yes		
Reaction Time Prio 1	2 h	3 h	4 h
Reaction Time Prio 2	3 h	4 h	6 h

Table 3: Service Categories and Service Parameters

<sup>1</sup> h = hour

<sup>2</sup> WD = workday



## 2.4.2 Point of Contact for Technical Support (Hotline)

The contractor is to set up hotline support which can be used by authorized personnel from the customer.

This point is to process technical enquiries from the customer in connection with malfunctions which occur within the productive application and individual functional aspects of the program to be maintained.

Neither consulting nor training services are offered through hotline support.

No service is offered through hotline support in connection with the application of programs in non-authorized environments or for changes to the program on part of the customer or a third party.

The malfunction notifications are to be communicated via helpdesk system around the clock (7 × 24 h) and can be communicated to the hotline within the defined service times. The processing of malfunction notifications is executed within the defined service times.

The following points of contact have been agreed upon:

at the customer	at the contractor
Name of the contact person Telephone: Fax: Email:	Hotline Tel.: +49 (0)3 51/25859-4200 Fax: +49 (0)3 51/25859-3696  Helpdesk system <a href="https://ecount.robotron.de/">https://ecount.robotron.de/</a>  Standby Service Telephone:

Table 4: Point of Contact

## 2.4.3 Standby Service/ Call-on Duty

Outside of the service times, Saturdays, Sundays and on public holidays, the contractor accepts, in accordance with a standby service to be established, malfunction notifications of the priority level 1 and 2 and processes them. The malfunction notification is to be communicated by the customer to the defined telephone number of the standby service (see point 2.4.2). Additionally, the contractor is to be contacted via helpdesk system.

## 2.4.4 Processing of Malfunctions

### 2.4.4.1 Malfunction Notifications

Malfunction notifications are to be communicated in written form by the customer via helpdesk system or in spoken form via hotline (telephone). In this context, the content of the form (see Appendix 3) is to be used.

Malfunction notifications must contain information which makes a specific processing of the registered malfunction possible. At the least, the information must contain the database version, the release status, the module(s) concerned along with their version number and a description which pertains to the malfunction occurrence. When necessary, the person who notified the

malfunction is to make a data constellation available which makes the registered malfunction traceable.

#### **2.4.4.2 Priorities and Reaction Times**

The sorting of the registered malfunctions according to priority is done by the customer in accordance to the priorities defined within the contract. The contractor analyzes the malfunction notification, confirms the malfunction notification if traceable and corrects, when necessary, the malfunction priority due to its severity with discernment and in cooperation with the customer.

The reaction time of the contractor is defined correspondingly to the selected service category (see point 2.4.1).

#### **2.4.4.3 Measures for Processing Malfunctions**

The content of the maintenance services are the receiving of malfunction notifications, analysis of malfunctions, coordination and processing of malfunctions.

The determining of malfunction causes, malfunction diagnosis as well as the making available of measures to circumvent or resolve the malfunction and/or error are part of malfunction processing.

After sorting the malfunction notifications, the contractor is to promptly initiate measures for malfunction processing:

- notification of the customer as to the sorting of the malfunction notification (even when the communicated malfunction is not shown as an error within the system after the initial analysis)
- the beginning of the malfunction processing
- prompt communication of measures for circumventing or resolving the malfunction after successful program changes have taken place as a result of the malfunction processing

In order to find malfunctions and their causes and initiate malfunction processing, the contractor is to keep a suitable test and development environment ready.

The resolving of malfunctions of the priority levels 3 and 4, is done by providing a new release of the program or via patches in between which are scheduled by the product management of the contractor and agreed upon with the customer.

### **2.4.5 Release Policy**

#### **2.4.5.1 Providing and Installing of New Releases for the Productive System**

Within the scope of maintenance of the standard product acc. to 2.1 the contractor is responsible for adaptations of all existing modules and functionalities in terms of current market regulations and processing formats as well as adaptations of all licensed market-standard communication formats (UTILMD, MSCONS, ...). If entirely new modules are required in the course of changes of market regulations or legal requirements, these have to be licensed separately to this contract.

The contractor informs the customer about new releases and their content (e.g. release notes). New releases may include functional extensions in form of additional modules. The provision of new releases acc. to the list in paragraph 2.1 is done by the contractor or on request of the customer.

New releases can be installed on demand by the contractor after agreement with the customer. The customer is responsible for appropriate data back-up measures in advance to the installation of new releases.

Such installation and migration services for new releases are compensated based on time and material by the customer.

#### **2.4.5.2 Providing and Installing of Bug Fixes/Patches for the Productive System**

The contractor is to inform the customer about the provision of bug fixes/ patches for the programs. Bug fixes/ patches contain program corrections and other circumvention measures for possible malfunctions. The provision of bug fixes/ patches for the programs listed under paragraph 2.1 is done by the contractor free of charge preventively or on request of the customer for resolving malfunctions.

When needed the installation of bug fixes/ patches can be done by the contractor upon consultation with the customer via remote access on the customer system for a customer-specific fee.

The contractor is to inform the customer about the content of the patches as well as bug fixes to be installed (e.g. release notes) and keeps an up-to-date directory with patches and bug fixes installed on the customer system (e. g. maintenance journal). The customer is responsible for appropriate data back-up measures in advance to the installation of patches.

#### **2.4.5.3 Providing and Installing of Bug Fixes/ Patches and New Releases for the Non-Productive System**

Within the scope of the maintenance contract, the customer can receive support services for malfunctions with priority 3 or 4 for a maximum of one non-productive system such as the test or training environment according to the licensed scope of services as described in paragraph 2.1.

The providing of bug fixes/ patches for the programs listed in paragraph 2.1 is done by the contractor free of charge preventively or on request of the customer for resolving malfunctions.

When needed, the installation of bug fixes/ patches can be done by the contractor upon consultation with the customer via remote access on the customer system for a customer specific fee.

Installation and, when necessary, migration services for new releases can be implemented by the contractor and are compensated based on time and material by the customer.

#### **2.4.5.4 Desupport of Releases**

The contractor provides services based on the present maintenance contract for the current as well as both preceding releases of the programs. When a new release is available, the customer is informed via the website of the contractor as well as by email to the appointed contact person about the end of the maintenance for the third last release (desupport).

Within the scope of the maintenance contract the contractor provides new releases and the required installation and migration services for the customer according to points 2.4.5.1 and 2.5.4.3, in order to facilitate the change to the current release by the customer.

For desupport releases extended customer-specific maintenance can be provided by the contractor. For this purpose, the maintenance costs may be increased (see paragraph 4.3).

#### **2.4.5.5 Approval Procedure**

The approval procedure describes the process of changes (i.e. bug fixes/ patches) to products as a result of processing a malfunction and/or a functional advancement. For this, the following workflow has to be applied:

1. agreeing upon a time window for the installation of changes within the non-productive system with the IT administrator of the EDM
2. installing changes to the non-productive system after the approval of the non-productive system
3. testing and evaluating of test reports by the specialist administrator of the EDM, customer's person responsible for applications and the contractor
4. decision concerning productive approval (deadlines, procedure, backups, etc.) and/or further procedures from the customer
5. installing of changes to productive environments and approval

### **3 Duties of the Customer**

#### **3.1 Contact Partner**

The customer is to name at least one responsible contact partner. This person can make binding decisions or obtain decisions without undue delay. He/she provides the availability of specialized personnel for supporting the contractor when required.

#### **3.2 Changes**

The customer is to promptly inform the contractor of any changes to the application environment. Her/she also ensures that the programs to be maintained are only in an authorized environment which also supports the applied program. A change within the system environment which could influence the software is to be communicated to the contractor by the customer 30 workdays beforehand at the latest. An adapting of the maintenance contract, which is created together, could be necessary depending upon the changes.

#### **3.3 Malfunction Notifications**

The customer is to communicate, in written form, malfunctions in a traceable and detailed manner with all of the information necessary for the purpose of determining and analyzing the malfunction. Specifically the work steps that led to the malfunction, the manner in which it occurred and the effects of the malfunction are to be communicated.

### 3.4 Support

The customer is to support the contractor, as far as necessary, with the resolving of malfunctions, specifically in allowing a remote access to the system to be maintained.

### 3.5 Maintenance Services at the customer's premises

If the special case should arise for maintenance services at the customer's premises, appointments are to be agreed upon by both sides and confirmed by the contractor. The customer makes the necessary personnel and technical capacities (computers, telephones, etc.) available free of charge for executing such tasks.

## 4 Maintenance Costs

### 4.1 Flat-rate Fee

Services	Gold	Silver	Bronze
Flat-rate for programs/ additional modules	18 % <sup>1</sup>	18 % <sup>1</sup>	18 % <sup>1</sup>
Flat-rate for project specific add-ons	15 % <sup>2</sup>	15 % <sup>2</sup>	15 % <sup>2</sup>
Additional flat-rate for reaction times	10 % <sup>3</sup>	5 % <sup>3</sup>	—

Table 5: Flat-rate Fee

The contractor assumes in the calculation of the maintenance services that a remote access is set up, in order to fulfill the services listed within the contract, and guarantees to mainly make use of this.

However, if the necessity occurs for on-site services, the customer accepts all additional costs (expenses, accommodation and travel costs) incurred according to point 4.2 when fulfilling software maintenance services.

### 4.2 Additional Fees

The contractor charges fees for his/her efforts when:

- He/she must become active due to a malfunction notification, without there being any error
- A registered malfunction cannot be reproduced or otherwise proven as a fault by the customer
- Additional effort due to insufficient fulfillment of customer duties
- The customer desires to have consultation on-site, even though the work could be realized via remote access

<sup>1</sup> referring to the license fee

<sup>2</sup> referring to the value of the maintenance relevant consulting service

<sup>3</sup> surcharge, referring to the net support fee

- Services desired outside the service times
- Installation and migration services are desired for new releases according to effort
- Installation services are desired for bug fixes/ patches according to effort

These additional services are charged with an hourly rate in the amount of 130,00 EUR per person according to a separate agreement.

The fulfillment of services by the contractor is normally done from Dresden.

Additional costs are calculated according to effort and receipt:

- Travel times with half of the hourly rate: 0.65 EUR/h
- Train, plane, taxi
- Accommodation in a middle-class hotel
- Surcharges on top of the hourly rate for
  - Nights (working days after 8:00 pm): 50 %,
  - Saturdays: 50 %,
  - Sundays: 100 %,
  - Public holidays: 100 %

Fees for efforts as to the standby services:

Effectively fulfilled work outside the service times within the scope of standby services are compensated on a time and material basis. The documented hours are charged.

Hourly Rate:

- Monday to Saturday: 150 EUR per hour and person
- Sunday/public holiday: 200 EUR per hour and person

#### **4.3 Flat-Rate Fee for Maintenance Services of de-supported Releases**

Robotron will inform EVN Bulgaria Elektrosnabdyavane EAD 12 months prior about the expiration date of the release currently in use by EVN Bulgaria Elektrosnabdyavane EAD.

In the first year of maintenance of a de-supported release the maintenance costs increase by 2% of the license cost reference value and the reference value of maintenance relevant consulting services (compare point 2.1).

In the second year of the maintenance of a de-supported release the maintenance costs increase by 4% of the license cost reference value and 4% of the reference value of maintenance relevant consulting services (compare point 2.1).

From the third year of the maintenance of a de-supported release the maintenance service can be provided by the contractor based on an individual agreement.

## 4.4 Adjustment of the Fee

The contractor reserves the right to adjust the annual maintenance costs to common list prices. The customer has the right of exceptional termination in case the costs increase by more than ten percent.

## 4.5 Service Category and Maintenance Fee

The following service category has been agreed upon:- insert service category

Item No.	Name	Start of maintenance service	Maintenance fee EUR/year
<i>Licenses</i>			
1.	EDM system <b>robotron*<del>e</del> sales</b>	01.06.2016	3.960,00
2.	Communication automation (import and export)	01.06.2016	701,10
3.	Template for customer lines	01.06.2016	889,20
4.	Business package MS-Excel-Reports	01.06.2016	1.879,29
5.	MS-Excel-Reports SQL modules (logic arrays)	01.06.2016	1.094,40
6.	Document filing in <b>robotron*<del>e</del> sales</b>	01.06.2016	1.154,25
7.	Universal formula editor	01.06.2016	1.239,75
8.	Business package formula editor	01.06.2016	547,20
9.	Substitute value generation	01.06.2016	658,35
10.	Module balancing	01.06.2016	1.316,70
11.	Excess/ shortfall quantities calculation electricity	01.06.2016	1.214,10
12.	Module schedule management	01.06.2016	2.821,50
13.	Format ESS (schedule)	01.06.2016	769,50
14.	Module portfolio management	01.06.2016	5.933,70
15.	Module risk management	01.06.2016	2.137,50
16.	Sales balancing	01.06.2016	1.692,90
17.	Quantity structure: level 2: up to 5.600 time series	01.06.2016	1.898,10
18.	PFC builder and plausibility check <sup>1</sup>	01.03.2016	544,64

<sup>1</sup> Maintenance for license PFC builder and plausibility check will increase with effect from 01.01.2017, as discount on maintenance of 35% does no longer apply.

<i>Project Specific Add-ons</i>			
19.	Development and configuration of master data interface	01.06.2016	1.398,00
20.	Development and configuration of transactional data interface	01.06.2016	486,00
21.	Implementation of Bulgarian market rules - Control zone type: BG - Period for internal schedules: 1h - Deadlines	01.06.2016	294,00

Table 6: Maintenance Fees

Mode of payment: quarterly, at the end of the quarter

Term of payment: 30 days net

The annual maintenance fee amounts to 18 % of the net license price and 15 % of the implementation effort for project-specific add-ons.

## 5 Contract Duration

Start of the contract: 01.06.2016

Minimum contract period: 36 months (01.06.2016 – 31.05.2019)

The contract is automatically renewed by 12 months, if neither of the two contractual partners cancels prior to expiration of the specified cancellation period.

## 6 Cancellation

The maintenance contract can be cancelled by any contractual partner with a 3-month's notice before the end of the contractual year, at the earliest on 28.02.2017.

The cancellation must be in writing.

The contractual partners shall have the right to extraordinarily terminate the contract without notice for important reasons.

## 7 Right of Use

The rights of use of the customer concerning new versions and other corrections of the programs to be maintained correspond to the rights of use of the preceding version of the programs.

## 8 Liability

Robotron is always liable to the customer in the following cases:

- for damages caused by premeditated or gross negligence on the part of its legal representatives or subcontractors
- according to product liability
- for injury of life, body or health for which Robotron, any legal representative or subcontractor is responsible.



Robotron is not liable in the case of minor negligence, unless a significant contractual obligation (cardinal obligation) was violated.

This liability is limited to foreseeable damage typical to the contract; this is limited to the remuneration agreed upon in the contract. Liability is excluded for asset damages, loss of profit, loss of savings or any other remote subsequent damages.

For an individual damage case, the liability is limited to the value of the contract, at regular remuneration to the amount of the payment per contract year.

In the case of data loss, Robotron is liable only for the amount of work involved necessary for replacing the data when proper data back-up was initiated accordingly by the customer. In the case of minor negligence, Robotron is only liable when the customer executed initiatives of proper data back-up immediately before the data loss.

## **9 Secrecy/Data Protection**

The contractor is obliged to remain silent about any disclosures which have come to his/her knowledge in any way about business procedures, technical facilities, commercial matters as well as any other information about the customer and/or related businesses that occur during the scope of his/her action.

The same applies correspondingly for any work results such as data, procedures and passwords for data protection.

The customer is obliged to remain silent about any information which has come to his/her knowledge in any way about internal product information such as software architecture, data model and documentations as well as any other information that the customer receives from the contractor and/or related businesses. This applies particularly to manuals, training material and functional descriptions.

The contractual partners keep to the legal data protection requirements.

## **10 Applicable Law**

Solely European law is applicable.

## **11 Place of Jurisdiction**

The place of jurisdiction shall be European Union.

## **12 Severability Clause**

Should any condition of the contract be or become ineffective or unenforceable, or should a gap become evident in this contract, then the legal effect of the remaining terms is not affected by this. In place of the ineffective or unenforceable condition or to fill the gap, a reasonable provision shall apply which insofar as legally possible comes closest to fulfilling the original intention of the parties when signing the contract or to what they would have wanted according to the sense and the purpose of this contract, as far as they had considered this point upon conclusion of the contract.

## Appendix 1: Summary service description for EVN Bulgaria

The description in the following table corresponds with our offer A0155-16 (dated January 14, 2016) and describes its service scope based on the service level Bronze.

Activity	Abstract	Reference
Service hours during the day	Working days Mo-Fr 7.30 am – 5.30 pm CET/ CEST	2.4.1
Reaction time during the day	<ul style="list-style-type: none"> <li>For malfunction notifications of priority 1: 4h</li> <li>For malfunction notifications of priority 2: 6h</li> <li>For malfunction notifications of priority 3 and 4: 14 working days</li> </ul>	2.4.1
Malfunction notifications during the day	<ul style="list-style-type: none"> <li>Helpdesk system (ticket system with internet access)</li> <li>Hotline telephone number</li> </ul>	2.4.2 and 2.4.4.1
Service hours during standby services	<ul style="list-style-type: none"> <li>Mo-Fr 5.30 pm – 7.30 am CET/CEST</li> <li>Saturdays, Sundays and on public holidays (Germany and Saxony) available all day</li> </ul>	2.4.3
Reaction time during standby service	<ul style="list-style-type: none"> <li>For malfunction notifications of priority 1: 4h</li> <li>For malfunction notifications of priority 2: 6h</li> </ul>	2.4.1
Malfunction notifications during standby service	Standby service telephone number (prerequisite) and additionally per helpdesk system	2.4.2
General service description	Troubleshooting <ul style="list-style-type: none"> <li>Automated ticket tracing and analysis with the helpdesk system (ticket system) for customer and Robotron</li> <li>Uses remote maintenance for support services</li> <li>Provision of configurations, bug fixes/patches or workarounds for the programs</li> </ul>	2.4.4
	Adjustments and further development of all licensed modules and functions <ul style="list-style-type: none"> <li>Corresponding to the service level agreement: adapting of all existing modules and functions to current market regulations and processing formats concerning the scope of activities of the Contracting authority.</li> <li>Adapting of all licensed, common market communication standard formats (e.g. UTILMD, MSCONS, ...)</li> </ul>	2.4.5
	Information about new releases, versions (together with new feature information) and desupport sufficiently in advance Support for one productive and one nonproductive system Provision of services for the current as well as both preceding releases	2.4.5

## Appendix 2: System Configuration/ System Environment per Example

### Database Server (Cluster)

Item No.	Systems on which the program is to be applied	
1	HW system:	
2	CPU:	
3	RAM:	
4	Hard disk:	
5	Operating system:	
6	Cluster software:	
7	Database:	
8	Installation site:	
9	Responsibility:	

Status: dd.mm.yyyy

### Communication Server

Item No.	Systems on which the program is to be applied	
1	HW System:	
2	CPU:	
3	RAM:	
4	Hard disk:	
5	Operating system:	
6	Applications:	
7	Java runtime:	
8	Installation site:	
9	Responsibility:	

Status: dd.mm.yyyy

## Application Server

Item No.	Systems on which the program is to be applied		
1	System:	Individual Computer / Cluster	physical/virtual server
2	CPU:		
3	RAM:		
4	Hard disk:		
5	Operating system:		
6	Applications:		
7	Cluster SW (when necessary):		
8	OAS version:		
9	Additional Oracle installations on the computer:		
10	Installation site:		
11	Responsibility:		

Status: dd.mm.yyyy

## Web Server

Item No.	Systems on which the program is to be applied	
1	System:	
2	CPU:	
3	RAM:	
4	Hard disk:	
5	Operating system:	
6	Applications:	
7	http server:	
8	PHP plugin for Apache:	
9	Module WEB print:	
10	Installation site:	
11	Responsibility:	

Status: dd.mm.yyyy

## Clients

The following systems are common clients

Item No.	Systems on which the program is to be applied	
1	System:	
2	CPU:	
3	RAM:	
4	Hard disk:	
5	Operating system:	
6	Oracle Forms runtime:	
7	Forms application:	

Status: dd.mm.yyyy

## Appendix 3: Malfunction/ Problem Notification form

### Malfunction/ Problem No. (issued by Robotron)

- ☐ Registered by the customer
- ☐ Registered internally

### Priority

- ☐ 1 – Very high, function fails or leads to faulty data
- ☐ 2 – High, function runs restrictedly
- ☐ 3 – Middle, function is operable using circumvention or is much too slow
- ☐ 4 – Low, function is in working order, only formal changes are necessary

### Description

#### Affected Products (according to KID)

Name	Type	Version

### Description Text

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### Processing Comments

Status	Date	Processor	No. Implementation Request

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Author

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Processor

## Appendix 4: Additional Services

Services such as the following are not included within the contract and are to be specifically and individually offered/ ordered:

- System technology consulting
- Support with the maintaining of Oracle programs and infrastructures
- Providing of program functions which are connected to licenses and are not included within the extent of the license according to point 2.1
- Installation and migration services for programs within the scope of changing to other hardware or operating systems or the renewing of hardware systems
- Installation of non-productive second systems, when necessary
- Changing orders which exceed the resolving of malfunctions. These are treated as change requests subject to a charge.
- Adapting the programs in case of changes within the system environment outside the scope of maintenance
- Consulting and supporting the installation and introduction of software as well as for the determining of interfaces to foreign systems and the configuration support of systems that lie outside the scope of the system described in Appendix 1
- Consulting services within the EDM area or other IT or specializations which do not pertain to the resolving of questions concerning the operation of the programs
- Consulting in all questions as to implementation or the application of programs, specifically Robotron EDM products, including the expanding of implementation experiences from the entire user group
- Inspection of systems as project review ordered by the customer