

AEB

AEB SE

General Terms & Conditions

Support Classic

Version of: October 15, 2017 | Version 2.0

Support services

1 General provisions

1.1 The support services described here are applicable to software licensed under both the data center and on-premise models unless the parties explicitly agree otherwise.

1.2 AEB has a qualified team to provide the Customer with software support. The support team can troubleshoot software errors and assist the Customer and the Customer's users by answering their questions about the software. Support services are provided in English and German.

1.3 AEB's support to the Customer is provided solely between AEB and the Customer on the basis of the applicable General Terms and Conditions, these General Terms and Conditions for Support, and (where applicable) any supplementary separate written agreements, typically in an SLA. The Customer is entitled to make use of third parties, such as the Customer's IT service provider, in accepting the contractual services of AEB if this has first been arranged in written or text form with AEB. In such cases, the Customer is responsible for ensuring that the agreements between AEB and the Customer are also applied and adhered to appropriately by these third parties.

1.4 AEB employees, in carrying out their activities for AEB, are responsible to and obligated to take instructions from AEB alone. For this reason, individual AEB employees – even those performing tasks of responsibility such as remote maintenance – cannot offer any personal commitments to the Customer.

1.5 Error correction

AEB shall repair program bugs in the current version of the AEB standard software without delay once they have been made known. "Program bugs" refers here solely to deviations from the functionality that prevent or substantially impair the value or usability of the software for the usage specified in the system description.

1.6 The support services described herein do not refer to customer-specific adaptations or augmentations or programming of the software. Any other services, such as support for customer-specific adaptations or augmentations or programming, or extended hours of support, are set forth in a separate written agreement, typically an SLA, and compensated separately.

1.7 Any significant use of AEB support for malfunctions stemming from software not listed in the system certificate ("third-party software") may incur costs to the Customer. AEB reserves the right to bill such extra expenses at the current hourly or daily rates of AEB, which form part of the relevant quotation.

2 Hours of support

AEB provides support during the following times ("Hours of Support"):

- Monday to Friday 8:00 a.m. to 6:00 p.m. (CET/CEST)
- This excludes the following holidays: New Year's Day (January 1), Good Friday, Easter Monday, May 1, Ascension Thursday, Whit Monday, Day of German Unity (October 3), December 25, and December 26.

3 Contact information and channels of communication

3.1 For customers, the point of contact at AEB is AEB Support ("AEB Support"). Support can be requested through any of three channels of communication:

- Online through the AEB Customer Portal <https://service.aeb.com/en>
- By e-mail at support@aeb.com
- By telephone hotline at +49 (0) 711-72842-110

AEB provides the Customer with a login to the AEB Customer Portal for the purpose of submitting inquiries (error reports, service requests, change requests, and other inquiries) to AEB Support. The Customer can see its active inquiries and track their status through the Customer Portal.

3.2 The Customer shall designate contact persons for the following areas (depending on the scope of services agreed). The contact persons shall be named in writing (fax, e-mail sufficient). The Customer shall immediately inform AEB if there are any changes to the contact persons.

- Key user: Customer employee and first point of contact for the Customer's users; reviews error reports and tests new service packs.
- Remote maintenance: Point of contact for questions about remote maintenance and error repair (on-premise customers only).

4 Services and process in the event of a problem

In the event of problems, all customers can use their designated contact information and channels of communication to contact AEB Support. Problem reports are

processed during the standard Hours of Support. AEB ensures certain response times based on the priority of the problem. The prioritization is based on defined criteria.

4.1 Priorities

AEB Support processes service tickets by priority. Incoming service tickets are prioritized according to the following criteria. A service ticket may be reprioritized at any time in consultation with the Customer normally after new information has been obtained.

- Priority 1: System is not available or key business processes are no longer generally possible. No workaround is (currently) available.
- Priority 2: Individual transactions can no longer be processed. A workaround is available.
- Priority 3: Anomalies that do not impair the system functionality, including limited ease of use, deviations from design norms, documentation errors, and typographical or grammatical errors in the user interface or documentation.

4.2 Response times

The response time as set forth in the table under section 4.3 below is measured from the time at which AEB Support receives the service ticket from the Customer's designated contact person.

- The response time is defined as the period that elapses from when AEB Support receives the report of the problem until the initial actions aimed at solving the problem are taken. Such actions may also consist of situation analysis.
- AEB Support normally begins with analysis and processing when the service ticket is received (by e-mail, phone, or Customer Portal) within the Hours of Support. No guarantee is provided for error correction times or success rates. When processing is expected to take longer, however, AEB provides support as part of comprehensive processing of service tickets by suggesting possible workarounds and working with the Customer to implement them.
- The priority of the service ticket determines which of the channels of communication in the table below is best suited to minimize response times.
- Once the ticket has been entered, an automated e-mail confirming receipt of the service ticket is sent to the designated contact person.

- Entries in the AEB system document the processing of service tickets.
- Response time not exhausted within the support hours is rolled over to the next day on which AEB Support is available under the contract terms.

4.3 Priorities, response times, channels of communication

Priority	Maximum response time	Channels of communication for other customers
1	1 hour	Telephone (mandatory)
2	4 hours	Online, e-mail, or phone
3	48 hours	Online, e-mail, or phone

5 Escalation

If AEB fails to perform its defined services within the modalities outlined here or fails to perform its defined services as contractually stipulated in the view of the Customer, the parties shall reach a solution through the following chain of escalation. Chain of escalation:

- Support staff
- Support on duty (shift supervisor)
- Support manager, service manager
- Company management

6 Right to make changes

AEB expressly reserves the right to modify the contact information and channels of communication in section 3.1 above and escalation procedures in section 5 above.

7 Responsibilities of Customer in the event of a problem

7.1 The Customer shall ensure that the contact persons it appoints possess all required

technical and organizational skills, including the ability to provide adequate descriptions of the problems. If a Customer contact person clearly lacks the necessary technical qualifications, AEB shall notify the Customer and may recommend training.

7.2 In the event of a problem, the Customer is obligated to cooperate, generally through its designated contact persons, as follows:

- Provide a qualified report of the problem following a thorough observation of the symptoms of the problem.
- Actively cooperate in analyzing problems and determining their origin. The source of the problems may lie in areas of hardware or software inaccessible to or outside the responsibility of AEB. It may be outside of the supported systems, for example. That's why AEB is particularly dependent on the Customer's cooperation. AEB begins providing its contractually agreed services by analyzing the problem. For this reason, the cooperation of the Customer is critical – including clear statements that may help uncover the cause of the problem.
- Qualified testing and subsequent observation after the problem is resolved.
- Distribution of information internally to the affected users.