Terms and Conditions for
DBS Support services version 10/2012

1   Partners this terms apply to

These terms are valid for support point purchases from EDENTITY by CUSTOMERS. A CUSTOMER is the buyer of support points. The customer does not need to be the licensee but needs to be legally entitled to use EDENTITY Dealer Benchmarking System.

2   Subject of these terms

2.1.   These terms determine the support of EDENTITY Dealer Benchmarking System (hereafter called DBS).

2.2.   Support services are supplied to CUSTOMERS – particularly to CUSTOMER staff, which is using DBS.

2.3.   Other services, such as individual addon development, further implementation or induction and training are not subject of such support services. If EDENTITY offers such services, they shall be subject to other contractual provisions and should be agreed separately in writing.

2.4.   To obtain support from EDENTITY it is necessary to hold a valid license-agreement for the market version of DBS.

2.5.   The CUSTOMER confirms acknowledgement of the minimum system requirements necessary to operate and maintain the software product and confirms that the system environment of the CUSTOMER meets these requirements. Furthermore, the CUSTOMER confirms that he has been advised to regularly check for updates to this information, in particular prior to making any changes to the system.

2.6.   EDENTITY shall provide support to the customer, so that the customer could use DBS on a regular basis.

3   Scope of service

3.1.   The CUSTOMER shall receive the following services:
› Hotline support (by telephone or email) provided by EDENTITY's support center is available on Monday to Thursday between 9:00 and 17:00 CET and Friday between 09:00 and 15:00 CET, except for national holidays;
› Remote support on business and technical side
› Mass data manipulation on demand
› Onsite support is excluded by default, but can be purchased separately; they shall be subject to other contractual provisions and should be agreed separately in writing.

3.2.   Support services are performed exclusively for the current release of DBS and "full support" for its previous release for a period of one (1) year following the date of issue of the current release.

3.3.   The CUSTOMER will notify EDENTITY of one or two contact persons who are exclusively responsible for making use of the services specified under section 3.1. The CUSTOMER will ensure that the contact person nominated is suitably trained to liaise with EDENTITY on support issues for problems with DBS which might occur.

3.4.   EDENTITY provides support services under following conditions:
› Support is only provided in English or German language
› Ticket acceptance time is 1 hour.
› Solution/feedback time for a ticket is within 2 working days.
› At the latest, by the time the solution/feedback time has elapsed, a feedback on the solution status is given to the previous support level.

3.5.   Support levels / responsibilities: Specific support-process definitions and roles as well as the embedding of EDENTITY into a local support-network are subject to separate agreements.

4   Incident handling at EDENTITY

4.1.   A support Incident is a single, specific, issue based support request originating from Customer by telephone, fax or email. To lower communication efforts, Edentity will accept several incidents raised by one request (e.g. email).

4.2.   Each incident is registered at least with the requestors name, subject, problem solver, date-in, date-out and solution time.

5   Definition of Support points

5.1.   There are different types of support-incidents:
a) Simple ad-hoc information (0 Points, only via hotline, no recording as ticket)
b) Standard support incidents with ticket-creation (1 point) is default
c) Complex support incidents with ticket creation (3 points)

5.2.   Simple questions (type a), which can be answered ad-hoc by EDENTITY's 1st level support staff, will not be counted as a point.

5.3.   All other incidents (type b or c) will result in a ticket-creation and will be treated as one point at least. Examples for such types are:
› Questions about user interface and handling
› Questions about standard-processes
› Questions / problems regarding compatibility of the local client

5.4.   For tickets which in particular involve deeper investigations (business know-how and/or technical know-how is necessary) the ticket is handled as a complex incident (type c – 3 points). Tickets are treated as complex when at least one of the following circumstances become evident:
› Know-how about the master and calculation details
› Access to the source code or technical know-how about the
› Internal structure
› Direct access to the database for investigation
› More than 3 hours effort

6   Settlement

6.1.   Support points must be purchased by the CUSTOMER to receive support services. Support-work will only be supplied as long as a positive balance of support points is available. Relevant is the balance at the opening-time of each case/incident.

6.2.   A monthly settlement is provided to the CUSTOMER which shows the number of closed and pending tickets and the current balance of support points.

6.3.   As specified under section 6.1 support is only provided if the CUSTOMER account holds sufficient support points. In certain cases under specific circumstances (which EDENTITY keeps the right to decide from case to case) EDENTITY will provide support even if there are not sufficient support points but the CUSTOMER has no title or claim to this service.

6.4.   If the balance of support-points is negative, it will be compensated by newly purchased support points. The remaining points will be available for future support work.

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