



Support Program Standard

DICOS GmbH Kommunikationssysteme

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Change History

Version	Date	Author	Description
1.3	2017-06-14	I. Plass	Updating and format revision
1.4	2018-05-28	M. Troitzsch	Update according to GDPR
1.4	2018-05-29	I. Plass	Format change, additions
1.4	2018-06-06	I. Plass	Release after review
1.4.1	2018-11-22	I.Plass	Update support e-mails
1.4.2	2019-10-15	I. Plass	New corporate design
1.4.3	2020-08-27	G. Heipel, M. Troitzsch, I. Plass	Update
1.4.4	2021-07-06	I. Plass	E-Mail-update
1.5	2023-03-07	I. Plass	Changeover of ticket system, email address update
1.6	2024-02-01	N. Fujara	Changeover of ticket system, email address update
1.6.1	2024-06-11	W. Geyer	Updated Email contacts

Reference Documents

I. Phone Support

A support specialist (see contact person in Appendix B) is available for information on applications, product recommendations and configurations, and for troubleshooting within the scope of maintenance. *DICOS support* is available on weekdays except on national holidays and Corpus Christi from Monday to Friday from 9 a.m. to 5 p.m. CET/CEST. This period can be extended by separate contractual arrangements.

II. Escalation Procedures and Priority Groups

To ensure that incidents reported to *DICOS Support* are handled in a consistent manner, all incidents are classified into one of the 4 categories listed below. The category determines the urgency of an incident and can be changed at any time after consultation with *DICOS Support*.

Category	Definition	Response Time
Critical	The system is unavailable or severely restricted in its use to the extent that users cannot access core functions. There are direct effects on the business processes of the customer.	2 Working Hours
High	A business-relevant function is not available or individual transactions cannot be executed.	4 Working Hours
Medium	The system does not work according to the specifications but is available with slight limitations.	1 Working Day
Low	A problem with no impact on daily operation, e.g. a change proposal or a suggestion to improve/extend the functions.	3 Working Days

The response time is related to the Support period defined above.

Problems of categories „Critical“ and „High“ must be reported to *DICOS Support* additionally by phone. Sending an email only does not start the response time.

III. Software Support

- A. The following definitions shall apply in relation to the provision of software support services:

The term "**software**" refers to the computer programs listed in the maintenance certificate. The maintenance certificate will be issued and, if necessary, supplemented upon order.

The term "**documentation**" refers to the user manual currently applicable to the software.

The term "**error**" refers to a defect in the software documented by the customer which means that the software cannot be operated in accordance with the software function described in the documentation.

The term "**update**" refers to a modification of the software which is generally offered by the manufacturer at his own discretion.

- B. DICOS' obligations regarding the provision of software support services are as follows:

(1) Delivery of all updates of software and documentation components which are part of a valid maintenance contract. The rights of use of all such updates shall be governed by the respective underlying license agreement between the customer and the software manufacturer.

(2) Up-to-date software is provided via the DICOS support server <https://support.dicos.de/>. Further information, also regarding registration, can be found at <https://www.dicos.de/en/support/>. Alternatively, customers may download the software directly from the respective manufacturer if access rights have been granted.

(3) Provision of adequate support to the customer by phone or email, within the scope of a valid maintenance contract.

- C. The responsibility for monitoring, managing, and using the software and its updates is solely with the customer and includes, but is not limited to, the following:

(1) Implementation of regular and appropriate backup procedures;

(2) Ensuring proper computer system operation and maintenance of the computer system;

(3) Implementing appropriate procedures to meet the requirements for reasonable operating conditions, security and accuracy of input and output, and restart and recovery in the event of a malfunction;

(4) Use of software updates only in accordance with the instructions in the documentation or the explicit instructions given by *DICOS Support*;

(5) Ensuring that the following is not done: Modification or alteration of the software updates, use of non DICOS approved software programs in connection with the updates;

(6) Ensuring that no copies of updates will be made, except those copies required to install the updates on the hard disk of the computer system.

D. DICOS will not provide services in the event of malfunctions that are caused by the following:

(1) Use of the products for purposes other than intended.

(2) Cause of malfunction by contractual partner or by end customer.

(3) Theft, fire, water damage.

(4) Voltage fluctuations of electricity.

(5) Failures of the underlying hardware platforms unless these are listed as part of the contract in the maintenance certificate.

DICOS will provide services in connection with the above-mentioned failures to the contractual partner upon request, provided that the contractual partner reimburses DICOS for these services and the exchange of software as well as all costs for travel, accommodation and material in accordance with the then current price list.

DICOS reserves the right - unless other contractual provisions apply - to commission third parties as vicarious agents to perform the services.

E. Customer is not entitled to transfer or assign the support agreed here to third parties.

IV. Technical Support on Request

If a customer's system requires on-site technical support or technical support is explicitly required by the customer, an appropriate specialist can be requested. The on-site deployment is coordinated between contractor and customer. A reaction time is not defined.

- The fee for on-site services during DICOS business hours is calculated based on the hourly rate applicable at the time plus all incidental costs. A minimum of half a day applies.
- Night working hours between 6 p.m. and 6 a.m. will be charged with a surcharge of 50%.
- Weekend and public holiday work must be agreed separately. The services are charged with a surcharge of 100 % on the above-mentioned basic price.

V. Non-Disclosure, Data Protection, Transfer of data

- A. The transmission of confidential information and/or data protected by the rules of the GDPR in connection with the German BDSG-neu to the contractual partner will be executed exclusively via secure and encrypted communication channels. In addition, the contractual partner shall ensure that personal data is anonymized before transmission, insofar as this is technically possible.
- (1) If, in individual cases, requested by the contractual partner wishes or required because of non-anonymized data transmitted on a regular basis, a data processing agreement can be concluded in accordance with Art. 28 (3) GDPR. If the contractual partner is unable to provide a corresponding standard contract, such a contract is available from DICOS upon request.
 - (2) Should it be necessary to transmit such data to other contractual partners (in particular Software manufacturers) for analysis, DICOS will control the anonymization of the data.
 - a. If the data is not anonymized, or if anonymization is not technically possible or does not make sense (e.g. in the case of binary data), permission to transmit the data is deemed to have been granted by the contractual partner if the contractual partner does not object within the scope of ticket communication.
 - b. If processing of non-anonymized data by participating software manufacturers constitutes processing pursuant to Art. 28 GDPR, the contractual partner itself shall ensure that a contract processing agreement exists with the software manufacturer, which is usually given by standard contractual clauses.
 - (3) DICOS will inform the contractual partner in advance about the transfer of data as part of the ticket communication.
 - (4) DICOS only uses encrypted communication channels for the transmission.
- B. DICOS shall keep secret any information or documents of the contracting party which come to its knowledge during the performance of the services and which are marked as business or trade secrets or are clearly identifiable as such due to other circumstances, for the duration of the contractual relationship and after its termination. The same applies to personal data which is subject to the provisions of GDPR. DICOS will not record, store, reproduce or use or exploit such information, documents, or data in any form whatsoever, unless this is necessary for the performance of contractual obligations (in particular for and during the processing of fault reports). In such cases, any data stored will be deleted immediately after processing is completed.

- C. DICOS shall instruct its personnel or third parties commissioned by DICOS accordingly and shall oblige them to comply with the obligations set forth in paragraphs A and B.
- D. The above-mentioned obligations according to paragraphs B and C shall also apply in mirror image to the contractual partner.

VI. Force Majeure

- A. If a party is unable to fulfill all or part of its obligations due to force majeure, this party shall be released from its obligations to the extent and for the period that it is affected by force majeure. The affected party shall immediately notify the other party in writing of the commencement, nature and expected duration of the force majeure.
- B. Force majeure shall mean any event of whatever nature caused by circumstances or causes beyond the control of the party invoking force majeure which cannot be prevented despite the exercise of reasonable care. Force majeure in this sense means - but is not limited to - operational disruptions caused by natural events, war, strikes, mandatory official orders that cannot be attacked or postponed by legal means etc. and similar events.

VII. Contractual Partner Contacts

- A. The contractual partner shall name a contact person for each region in which services are performed. The contact person shall serve DICOS as the contact person for the services to be provided under the support agreement. Only the contact person or, in exceptional cases, a representative appointed by him may place support orders. For support orders, the contact person shall contact *DICOS Support* at the telephone number or e-mail address provided by DICOS. DICOS contacts are specified in Appendix B.
- B. Within the scope of the support to be provided, the contact person shall carry out all measures specified by *DICOS Support* staff and report the results to DICOS. The contact person must have the necessary technical knowledge to cooperate with and assist *DICOS Support* staff in diagnosing system faults.

Contact and representative persons at the customer

Contact Person:

(Name in print)

(Position)

(Phone number)

(E-mail)

(Street)

(City)

Deputy:

(Name in print)

(Position)

(Phone number)

(E-mail)

(Street)

(City)

Contacts at DICOS GmbH

DICOS GmbH Kommunikationssysteme	+49 6151 82 787-0
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DICOS Support - Hotline	+49 6151 82 787-45
DICOS EscAL	escal-support@dicos.de
DICOS PAM	pam-support@dicos.de
DICOS TrapRouter	traprouter-support@dicos.de
DICOS log essential	logessential-support@dicos.de
Broadcom DX NetOps	netops-support@dicos.de
Broadcom DX Infrastructure Manager	uim-support@dicos.de
Broadcom Automic	automic-support@dicos.de
Ansible & AWX	awx-support@dicos.de
API Management	apim-support@dicos.de
IBM CP4AIOps, Instana, Turbonomic, Apptio	ibmprodukte-support@dicos.de
IBM Netcool Operations Insight	netcool-support@dicos.de
Blue Planet / Packet Design	pd-support@dicos.de
Other issues	dicos-support@dicos.de

DICOS Support - Hotline	+49 6151 82 787-11
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