Maintenance, Support and Services Terms

Draft for approval. Do not use for binding orders or approved customer deliveries. Complete open fields before use; legal and commercial review is required.

1. Commissioned services

These terms apply only when expressly incorporated for maintenance, support, installation, consultancy or training. The service order identifies the product version, scope, contacts, place of performance or remote access, period, fees, travel expenses and cooperation. A licence purchase alone does not include unlimited support, project services or custom development.

The order must specify whether a service activity or a defined result is owed. For a result-based engagement, the deliverable, verifiable acceptance criteria and acceptance procedure must be agreed. These terms do not provide for blanket deemed acceptance by silence. Scope changes, including their effect on price and dates, require a traceable agreement.

2. Maintenance and security updates

The order specifies the included feature updates, fault analysis and assistance. Version migrations, data migration, customer-specific extensions and their revalidation are included only if expressly agreed. Statutory defect remedies and mandatory security updates remain independent of optional maintenance.

The product-specific security support period must be defined separately and may not be shortened by termination of maintenance contrary to legal duties or binding commitments. Access to security updates that must be provided free of charge is treated separately from paid installation, consultancy or additional features.

3. Support process and service hours

The customer reports faults through the agreed channel, identifying the version, affected function, time, reproduction steps and, where possible, sanitised logs. Credentials and unnecessary personal data must not be sent without protection. Priority and handling follow the agreed scope. Without an express service level agreement, no 24/7 availability, fixed response time, restoration deadline or uptime is promised.

A separate security reporting channel is not a general customer support SLA. Remote access is limited in time and scope, approved and subject to appropriate safeguards. Where processing on the customer’s behalf is involved, the processing agreement and specific schedules must be in place before access.

4. Training and appointments

The training order and appointment confirmation specify participant numbers, language, format, content and prerequisites. Recordings require a separate arrangement and any necessary consent or other legal basis. Training materials are intended for the agreed participants; redistribution or public publication is not included without a right or permission.

Rescheduling, cancellation and travel expense rules must be stated specifically before commissioning. This draft includes no flat cancellation fees. Statutory rules apply unless a valid special arrangement is agreed. The service order defines a maintenance agreement’s term, renewal and termination; without a renewal arrangement a fixed-term order ends on the agreed end date.