

Module Hardware Service

1 Object of the Contract

The hardware service module is part of the K&P Computer service contract and includes significant requirements for hardware service. It is supplemented by service certificates. At the request of the customer, K&P Computer shall provide services under this service contract for the maintenance of machines that are listed in the service certificates and for which the customer has paid the agreed service fee.

2 Service

The preventive service for the machines listed in the service certificates is planned by K&P Computer in accordance with the OEM's recommendations applicable to the machines and carried out in consultation with the customer during normal business hours.

3 Malfunctions

3.1 In the event of a malfunction, K&P Computer's technology shall be available. The services to be provided shall include all services that are possible at the installation site of the machines during core working hours in accordance with clause 8.2. Spare parts used for maintenance may be new or as good as new. Only original spare parts whose functionality has been tested are used.

3.2 Faulty machine parts that have been replaced by new parts during service work shall become the property of K&P Computer. The customer shall hand them over to K&P Computer and keep them until they are collected. If faulty machine parts are replaced with new parts during service work on a machine under OEM warranty, K&P Computer shall be authorised to process the warranty with the manufacturer in the name and on behalf of the customer. The new parts obtained from the OEM as part of the warranty processing shall become the property of K&P Computer.

3.3 Costs for problem determination, the elimination of intermittent faults, the express delivery of spare parts, even outside core working hours, are covered by the K&P Computer service contract.

4 Technical Innovations

If engineering changes are announced by the OEM which allow for improvements to the performance, maintainability or safety of machines, K&P Computer shall arrange for these to be ordered and installed on behalf of the customer.

5 Service Certificate

If the OEM provides a service certificate for machines, this will be issued at the customer's request. The customer shall notify K&P Computer of the planned dismantling four weeks in advance.

6 Services Not Included in the Contract

The following services shall only be provided by K&P Computer based on a special written agreement and against separate remuneration:

- Troubleshooting/repair of faults/malfunctions that were already known before the start of the contract.
- Work that is covered by the customer's insurance.
- Operating errors or external influences, e. g. natural disasters such as fire, storm and water damage, accidents, vandalism, burglary or other force majeure events.
- Maintenance or additional services that have become necessary due to changes/modifications, additions or services not carried out by the OEM or K&P Computer or that do not meet the OEM's specifications.
- Services outside the core working hours in accordance with section 8.2.

- Services that have occurred due to improper installation or relocation of the machines.
- Delivery and installation of supplies as defined by the OEM as well as costs charged according to the user plan.
- Replacement of SSD and flash modules (exceptions: these are priced in the service certificate or their maximum number of write/read cycles according to the OEM specifications has not been reached)
- Replacement of Fusion I/O components
- Replacement of accelerator/graphic cards
- Replacement of internal tape drives for servers
- Replacement of batteries/accumulators (exception if specified by the OEM)
- Replacement of accumulators for UPS systems

7 Customer Obligations

7.1 The customer shall nominate a technically qualified representative to K&P Computer, also for several CPUs under the service contract, and a deputy in the event of the representative's absence. Services shall be provided exclusively in consultation with this contact person.

7.2 The customer is responsible for the data backup before the start of the services.

7.3 The customer shall provide the necessary technical equipment (e. g. telephone and transmission lines) at its own expense.

7.4 The customer shall notify K&P Computer immediately of any configuration changes (changes to the machines or machine parts).

8 Service Times

8.1 K&P Computer maintains an on-call service, under which service requests can be reported 24/7.

8.2 Services shall be provided without separate charge during the core working hours Monday - Friday (excluding public holidays), from 8 am to 5 pm. The local time at the respective location of the system shall apply.

8.3 If K&P Computer has been commissioned by the customer to carry out service work outside core working hours, the customer shall pay the hourly rates and overtime surcharges. Any spare parts shall not be charged.

8.4 In addition, the customer has the option of agreeing extended service periods. These shall be invoiced separately in the service certificates.

8.5 If the customer has agreed extended service periods, e.g. 7 days / 24 hours and wishes for faults to be processed in real time, an emergency tele-phone number and an e-mail address at which the customer can also be contacted is mandatory. Troubleshooting resulting from automatic error messages is then coordinated with this contact person.