

Software Care & Update Pack

Free updates and service hotline



hand made in Germany



Software Care & Update Pack • Always state-of-the-art

Why choose the "Software Care & Update Pack" from DÜRR NDT

At DÜRR NDT all software is tailored specifically to the requirements in the field of non-destructive testing and is subject to constant further development and improvement. Feedback about specific applications and legal framework conditions flows continuously into our development work. With our D-Tect software and the related Software Care & Update Pack, you are always ahead of the competition and profit from our latest software developments first.

Always up-to-date

Use the possibilities offered by our updates and patches and, with our update service, you will never have to wait for our improvements and error corrections in your current software version. With our free upgrades you can always gain from our constant further development of D-Tect and benefit from the latest tools and possible applications. You will always work with the latest version and constantly keep your work process as efficient and convenient as possible.

Transparent cost control

We make it easier to track, plan and calculate your software-related costs. Unexpectedly high costs due to updates or hotline support will be a thing of the past and you will profit from financial planning certainty. Focus on the special features of our software – not on unexpected costs.

Uncomplicated telephone support

Our competent hotline is available to offer you advice and assistance. Take advantage of free, uncomplicated telephone support with the possibility of remote support. You only need to provide Internet access to your computer. We'll do the rest for you.

▶ **ALL-IN-ONE concept**

▶ **Guaranteed to be up-to-date**

▶ **Competent support**

▶ **No unexpected costs**



Update

You will always work with the current D-Tect version



2nd year free

Free service in the second year



Hotline

Receive fast, direct support



Cost control

Software costs you can plan

Software Care & Update Pack

Agreement

Contractual services: **Maintenance of DÜRR NDT software "D-Tect"**
(for exact description of service, see rear)

Customer (end customer)

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Contractor (dealer)

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Remuneration 1,200 € per year (per standalone installation)
2nd year free of charge

Terms of payment 14 days net – The invoice amount becomes payable 14 days after conclusion of contract.
Payment is then invoiced annually.

Start of term (mm.dd.yyyy), Minimum term is two years.

Information about the device Article description of the device
Article number of the device
Serial number of the device
Location of the device
Software version at conclusion
Location of host computer

.....
Date Stamp and signature
Customer

.....
Date Stamp and signature
Contractor

Prerequisite for provision of services

A valid direct predecessor version of the software is mandatory for participation in the continuous maintenance process. If a preceding version is not available, one can be acquired from DÜRR NDT for a consideration.

Scope of services

The following services form part of the scope of services for the maintenance of DÜRR NDT software, with the services applying to a main installation (standalone version). Furthermore, the provision of the service assumes that an Internet connection, which permits access to the network of the Customer for the purposes of remote maintenance, is available at the Customer's expense:

- Service hotline (second level) for telephone support and remote maintenance of the system by DÜRR NDT, including error diagnostics in the period from Monday to Friday between 9 am and 5 pm (GMT +1), except for public holidays in Baden-Württemberg (Germany).
- Execution of free updates and upgrades depending on availability
- Rectification of software errors by means of patches and updates

The following services are not included in the scope of services

The following services do not form part of the scope of services of this Agreement and must, if desired by the Customer, be ordered and paid for separately:

- Service hotline for telephone support, remote maintenance and remote system diagnostics by DÜRR NDT outside the normal service times from Monday to Friday between 9 am and 5 pm (GMT +1) and on public holidays in Baden-Württemberg (Germany).
- Services, which are to be provided to the hardware or software of third parties (including operating systems, database, OCR systems) or are required due to the connection of the Customer's system to the hardware or software of third parties.
- Services required due to a change of location of the listed devices.
- Training sessions
- Remote data transmission problems with cross-system functions, such as fax and electronic transmission of results by e-mail

Provision of services

The Contractor has to provide the described services once each calendar year. The dates for the provision of the services shall be coordinated by the Contractor, taking into consideration the requests of the Customer.

- The Customer undertakes to immediately inform the Contractor of any obstacle to the agreed date. The Contractor reserves the right to claim any expenses incurred if the Customer cancels the maintenance appointment at short notice (less than 72 hours between the cancellation and the maintenance appointment) without there being an important reason for this, and if the Contractor cannot otherwise compensate for the appointment not being met.
- Maintenance appointments, which the Contractor has agreed, are subject to the short-term unavailability of the employees or subcontractors used to provide the services and subject to other unforeseeable events, which prevent the keeping of the maintenance appointment. In these cases, the Contractor shall immediately inform the Customer and specify the nearest possible replacement date. Further claims on the part of the Customer are ruled out in these cases.
- For the duration of the maintenance work, the Customer shall make available the devices to be maintained, the necessary supply and transport equipment and, where appropriate, auxiliary personnel. The devices to be maintained must be freely accessible. The Customer shall meet its road safety obligations for its premises. In so far as necessary in individual cases, the Customer shall inform the Contractor about any existing safety regulations for its domain.
- Additional services can only be provided by the Contractor in connection with services within the scope of services if there is a written order for these from the Customer and if the capacity of the Contractor permits this.
- The annual maintenance fee is due for payment at the start of the maintenance period.
- The fixed remuneration applies for the minimum contractual term of two years. Starting from the third year of the contractual term, the Contractor has a right to increase the remuneration within the range of the general inflation rate per year of the Contract.
- The Contractor is entitled to involve appropriate subcontractors as vicarious agents in the provision of services.

Contractual term and termination

- The Maintenance Contract enters into effect at the specified start of the term. If no start of term is specified, the Maintenance Contract enters into force upon being signed by both parties to the Contract.
- The minimum term of the Contract is two years. The Contract is then extended automatically in each case by one year in so far as it is not terminated in writing by one of the two parties with a notice period of three months before the end of the Contract. Termination for an important reason by a party to the Contract is possible at any time.

Liability

Within the framework of the provision of services, the Contractor is liable in accordance with the general regulations, taking into consideration the following regulations:

- The Customer is under an obligation to execute a data backup before the start of the maintenance work, so that its data can be fully recovered in the event of any damage and loss of data. The Contractor bears no liability for damage resulting from a breach of this obligation by the Customer.
- The Contractor only bears liability for damage caused by negligence in so far as that damage is caused by a culpable breach of a contractual obligation. Contractual obligations are obligations, whose violation jeopardises the achievement of the purpose of the Contract and/or without whose fulfilment the due performance of the Contract is not possible and in whose fulfilment the Customer can generally be confident.
- The above-mentioned liability limitations do not apply to injury to life, limb or health or to damage, which arises from intent or gross negligence or to damage for legally non-mandatory grounds for liability, such as the German Product Liability Act.

Official DÜRR NDT dealer

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