

Technické požadavky/Technical Requirements

The Seller commits to provide the software and hardware service to all components of the System as delivered according to the Purchase Contract no. 6155/14/2017, except:

- Alinea DDT Debugger license.

Detailed support requirements are described below.


A. Operating efficiency

The operating efficiency shall be measured for the system as a whole. The operating efficiency per

O

Where MTBF is the mean time between failures (in hours) and MTR is the mean time of repair (in hours).

During the working days, the MTR value is calculated during the Buyer's working hours – 8:00 – 17:00.

On weekends and public holidays, if the remote help would not be successful, the Buyer can choose a faster service on site. In such a case the Seller shall do his best to meet the request. The Seller shall be entitled to an extra charge of  per hour for the additional costs connected herewith. In such a case, the MTR is calculated for the period of 8:00 – 17:00, otherwise time on weekends and public holidays will not be calculated to the MTR time.

The Seller warrants that an operating efficiency of 99.5% shall be sustained for the entire duration of the service and support arrangement. Therefore the total accumulated unavailability time of HPCS should not exceed 44 hours during the 12 months of the contract, excluding preventive hardware and software check sessions.

Response Time Definition

The Seller guarantees support services 24hours, 7days per week during the entire service period of 1 year. The maximum response time will not exceed 4 hours. The response time is measured from the reception of failure report by the Seller.

Each time the agreed time definition is exceeded by a full hour or fraction of an hour, the operating efficiency shall be reduced for the month in question by 0.1 percentage point.

Příloha č. 6 – technické požadavky na předmět plnění

B. Qualified Staff

The Seller is obliged to maintain a qualified knowledge of the system for as long as the service arrangement is in force. The Seller is further obliged to have the service support carried out solely by competent and experienced specialists with knowledge of the Buyer's system.

C. Disconnection of the System

In case the service support works necessitates a complete or partial disconnection of the system, the Seller shall in advance ask for the Buyer permission to effect such disconnection. If the Buyer omits to release the units affected, the errors reported shall not be included in the calculation of the operating efficiency.

The Seller is obliged to make sure that the Buyer has a back-up copy before an operation is performed in the system which involves the risk of losing data.

D. Change of Documentation

In case the Seller's service support results in changes to the system, the documentation shall immediately be changed in accordance therewith.

E. Service of Hardware

Preventive Check and Repair

The Seller shall monitor the System and carry out preventive checks remotely.

If a preventive repair is needed, it will be carried out upon a mutual agreement and must not result in the system being out of operation for more than 4 hours a time. The Buyer offers to do any component replacements on the compute part of the system as requested by the Seller.

Furthermore, the overall time when the system will be out of operation due to the preventive check tasks will not exceed 4 hours per month.

Any shut-down of the System must be approved by the Buyer in advance.

Requested Repair

Upon request by the Buyer, the Seller shall repair all errors which are detected or which have arisen in the equipment covered by the service agreements.

All errors (hardware and software) must be reported by the Buyer to the first level support of the Seller, contacts for the first support level are:

- Hotline e-mail designated for the supported System to handle tickets and a phone number of a person on duty, communicated by the Seller
- Escalation contact: [REDACTED] phone number [REDACTED]

Příloha č. 6 – technické požadavky na předmět plnění

- NEC HPCE Discuss forum for non-urgent communication

The Buyer offers to do any component replacements on the compute part of the system as requested by the Seller.

A complete set of spare parts covering the total set of hardware components used will be stored on site and will be maintained during the whole period of the service coverage.

The provision with spare-parts in an emergency case shall be granted to arrive within a maximum of 12 hours.

All spare parts shall be supplied free of charge by the Seller. Replaced parts shall become the property of the Buyer. Once the repair of a broken part of hardware is completed, the relating part, which has been replaced by a spare part, should be returned back to the Seller. Spare parts must be new or refurbished and equivalent to new parts.

F. Service of Software

New Versions

The Seller must prepare new version of the supplied standard software when correction of errors so necessitates or when the Seller finds it appropriate to include improvements in the software.

The Seller shall inform the Buyer of and offer the Buyer all new versions of the software covered by the service arrangement. The Buyer is entitled to refuse to receive a new version. Such refusal does not cause any limitation of the Seller's service obligations, if the new version causes one or more of the requirements specified in the contract no longer to be met, or if the advantages to the Buyer of the version offered do not compensate for the disadvantages, for instance in the form of increased response times, changes in the Buyer's procedures or new training of the Buyer's operating staff.

In order to be able to judge whether a new version can be received, the Buyer is entitled to use such version during a period of up to 30 working days, after which the Buyer can demand to return to the earlier version.

The Seller shall carry out the installation of new version according to specific agreement with the Buyer.

Correction of errors

When the Buyer experiences problems which are deemed to be caused by errors in the supplied software or in the documentation, the Seller will offer assistance to diagnose the problem.

When errors are detected, the Seller shall repair these as quickly as possible. If final repair is not possible without releasing a new version of the software in question, or, if this can be done without inconvenience to the Buyer, the Seller will provide a temporary software solution or

Příloha č. 6 – technické požadavky na předmět plnění

other method to circumvent the error which can be used until - without undue delay - the error is permanently corrected.

The Seller shall undertake to repair errors in the software, no matter if the error is detected by the Buyer, by other customers or by the Seller himself.

If - as demonstrated by the examples below - an error in software causes only minor or no inconvenience to the individual user or to the operations of the Buyer as a whole, then the Seller's obligations shall be limited to using the Seller's best efforts to attempt to circumvent and correct the error but shall not entail an unconditional obligation to ensure that this is achieved. If, following circumvention, an error causes only such minor or no inconvenience, the obligations of the Seller shall bear likewise limited to using the Seller's best efforts to correct the error. The documentation shall, however, in all events be changed so that it reflects the actual situation.

As errors which - under the conditions described - cause only minor or no inconvenience the following can be mentioned:

1) An error consisting in the fact that a command does not work.

The command must not be one which the user has to use very frequently.

Further, it shall be possible to circumvent the error by use of another command or by a combination of commands which have the same functionality. The circumvention shall be simple to carry out if the command has to be used frequently.

If the circumvention is strenuous to carry out, the command must be one which is rarely used and the circumvention must never be very strenuous for the user.

2) When the user, in certain situations during use of the system, receives a message and the message is not correct.

Even if the message may be wrong, it must not be misleading since it must be easy for the user to distinguish the message from justified and correct messages.

Further, the message must not occur frequently and typically occurs in certain context.

3) An error caused by the execution of macros prepared by the user (by which series of commands can be executed) which are kept in system files which cannot be deleted through the user software in question.

It must always be possible to delete the macros through the basic software and this deletion can be immediately executed by the user.

4) An error generating a headline without real information contents is missing on a screen.

Telephone Assistance

The Buyer can dial hot-line number (see F – Requested repair), when a problem arises which, after the Buyer has tried to locate the problem himself, in the Buyer's opinion is connected to

Příloha č. 6 – technické požadavky na předmět plnění

one of the programs under the service arrangement. Competent and experienced employees with knowledge of the system shall then offer assistance concerning problem diagnosis, including determining in which program under the service arrangement the error can be located, or if it can be traced back to equipment or to other programs used by the Buyer.

Provided that the diagnostic indicate that there is an error in the software under the service arrangement or in the documentation pertaining to it which can be reasonably repaired or circumvented without the Seller sending an employee, the Seller shall give the Buyer the necessary instructions over the telephone or email.

A telephone call by the Buyer shall be considered notification of an error in so far as the conditions of the contract for registering interruption of operations are met.

Assistance, if deemed to be necessary by the Buyer can also be ordered if problems arise in connection with the installation of new versions or other changes made by the Seller.

Change in Operational Environment etc.

If the Buyer has changed the supplied software without the Seller's consent or has built it into other software, or if the Buyer has made changes in the operational environment specified in the Contract, the Seller's obligation to carry out service shall be limited in so far as such changes prevent the Seller from carrying out the Seller's tasks. However, the Seller shall in all circumstances make a reasonable attempt at rendering assistance. Any costs incurred by the Seller caused by such not agreed changes or modifications to the software or environment shall be charged to the Buyer at the normal rates of the Seller.