

Construction Site DK

Indholdsfortegnelse/Table of contents

DK:	2
1 Vilkår for Tredjepartsydelse	2
2 Hosting	2
3 Vedligehold og Support	4
UK:	8
4 Terms of Third Party Services	8
5 Hosting	8
6 Maintenance and Support	10

DK:

1 Vilkår for Tredjepartsydelse

Serviceaftalen angiver, hvilke tredjepartsvilkår, der er inkluderet i Ydelserne. Tredjepartsydelse er beskrevet i EGs Terms and Conditions (der er tilgængelige her: <https://global.eg.dk/about-eg/legal-information/>).

2 Hosting

2.1 Indledning

- 2.1.1 Bilaget beskriver udtømmende den Hosting, som Leverandøren leverer til Kunden (herefter "Hostingydelsen").
- 2.1.2 Forkortelser og ord med stort begyndelsesbogstav skal have den samme betydning i denne beskrivelse som i Leverandørens leveringsbetingelser. Yderligere forkortelser og ord med stort begyndelsesbogstav skal have samme betydning som i ITIL (Information Technology Infrastructure Library).

2.2 Hostingydelsen

Formål og omfang	Formålet med Hostingydelsen er sikring af effektiv og stabil afvikling af Løsningen. Ydelsen omfatter Leverandørens hosting og afvikling af Løsningen, der leveres under Serviceaftalen
Software relevant for levering af Hosting	Se vilkår for Tredjepartsydelse her: https://global.eg.dk/legal-information
Forudsætninger	Ændringer i software, anvendelse eller antal brugere kan medføre et behov for eventuelle ændringer til IT-miljøet for Hostingydelsen og det aftalte vederlag herfor.

2.2.1 I Hostingydelsen indgår følgende:

2.2.1.1 Virtuel Server infrastruktur som en service
2.2.1.2 Storage Services
2.2.1.3 Service Desk
2.2.1.4 Backup
2.2.1.5 Revisionserklæringer
2.2.1.6 Applikationsopdatering
2.2.1.7 Terminal Server adgang
2.2.1.8 Certifikat service

2.2.1.1 Beskrivelse af Virtuel Server infrastruktur som en service

Virtuel Server infrastruktur som en service

Formål	Virtuel server infrastruktur i form af RAM og CPU, der serviceres, opdateres og holdes sikkert, og som Kunden kan tilgå og anvende til at afvikle Løsningen.
Services	Leverandøren er ansvarlig for at servicere og installere relevante og tilgængelige patches på operativsystemer og infrastruktur på den mest hensigtsmæssige måde. Leverandøren monitorerer den virtuelle infrastruktur i Hostingydelsen, således at eventuelle problemer så vidt muligt undgås, herunder performance- og kapacitetsproblemer.
Primære forudsætninger	<p>Hostingydelsen tilgås via RDP direct.</p> <p>Leverandøren skal have adgang til et servicevindue på 4 timer pr. måned i driftstiden for vedligehold og patchopdatering. Specifikt tidspunkt aftales mellem Leverandøren og Kunden.</p> <p>Kunden er ansvarlig for egne netværksforbindelser og lokalt udstyr, der skal til for at tilgå og afvikle den hostede Løsning.</p>

2.2.1.2 Beskrivelse af Storage Services

Storage Services	
Formål	Storage leveres som en del af Hostingydelsen og er en del af det aftalte IT-miljø.
Services	Storage Service leveres i størrelse og format tilpasset Kundens konkrete behov.
Kundens forpligtelser	Kunden er ansvarlig for ændring (tilkøb) af storage niveau efter anbefaling fra Leverandøren.
Specifikke ansvarsområder	<p>Leverandøren er ansvarlig for Root Cause-analyser så vel som at bringe Hostingydelsen tilbage til normal drift, i forbindelse med Incident og Problem Management.</p> <p>Leverandøren sikrer desuden løbende installering af patches og andre kritiske opdateringer.</p>

2.2.1.3 Beskrivelse af Service Desk

Support ydes i form af en Service Desk, det vil sige ekstern assistance pr. telefon eller fjernadgang. Åbningstider og kontaklinformation for Support kan findes her: <https://eg.dk/it/til-hele-byggeriet/support/>.

2.2.1.4 Beskrivelse af Backup

Backup	
Formål	Sikkerhedskopiering af servere og kundens data for, om nødvendigt, at kunne gendanne dem.

Services	Backup af aftalte data, såsom filer, software, operativsystemer eller andre systemkomponenter. Der udføres daglig inkrementel backup.
Primære forudsætninger	Fastlæggelse af backup politik. Hvis ikke andet er aftalt anvendes EG's generelle backup politik, hvorefter kopier af filer gemmes i 30 dage.

2.2.1.5 Beskrivelse af Revisionserklæringer

Revisionserklæringer	
Formål	Der udarbejdes årlig revisionserklæring af typen ISAE 3000 og ISAE 3402, der dokumenterer, hvordan Leverandøren lever op til lovkrav og god IT-skik.

2.2.1.6 Beskrivelse af Applikationsopdatering

Opdatering af applikation	
Formål	Opdatering af Løsningen til nyeste version.
Services	Foretage opdatering af Løsningen i aftalt servicevindue.

2.2.1.7 Beskrivelse af Terminal Server adgang

Terminal Server adgang	
Formål	Adgang for administrative brugere af Løsningen
Services	Afvikling af Løsningen sker via en Remote Desktop Service

2.2.1.8 Beskrivelse af Certifikat service

Certifikat service	
Formål	At holde Kundens certifikater opdateret.
Services	Fornyelse af certifikater inden udløb.

3 Vedligehold og Support

3.1 Indledning

3.1.1 Bilaget beskriver udtømmende den Vedligeholdelse og Support, som Leverandøren leverer til Kunden.

3.2 Vedligehold

3.2.1 Leverandøren leverer Vedligehold som anført nedenfor:

Omfang	Vedligehold omfatter processen med at modificere, opdatere, foretage fejlretning og forbedre Løsningens performance efter leveringen. Eksisterende dokumentation opdateres ved nye opdateringer.
Indhold	Korrektiv vedligehold:

	<p>Dette omfatter retning af fejl eller mangler, observeret ved brug af Løsningen, eller forbedring af systemets performance, når Leverandøren beslutter sig herfor.</p> <p>Adaptiv vedligehold: Dette omfatter modificeringer og opdateringer, når Leverandøren beslutter sig for at opgradere Løsningen til at køre på nye platforme, på nye operativsystemer, eller når Leverandøren har brug for, at Løsningen interagerer med ny hardware og øvrige standardsoftwareprodukter, der er indeholdt i Leverandørens løsninger til markedet.</p> <p>Perfektiv vedligehold: Dette omfatter nye funktioner, når Leverandøren beslutter sig for at inkludere sådanne i Løsningen, eller ændringer af funktionaliteter i Løsningen i henhold til markedskrav, når Leverandøren beslutter sig herfor.</p> <p>Præventiv vedligehold: Dette omfatter modificeringer og opdateringer, når Leverandøren beslutter sig for det, for at forhindre fremtidige problemer med Løsningen. Målet er at håndtere problemer, som ikke p.t. er væsentlige, men som kan medføre alvorlige problemer fremadrettet.</p>
Levering	<p>Vedligehold leveres og anses for leveret ved Leverandørens levering af patches, herunder opdateringer, til Kunden.</p> <p>Leverandøren kan levere opdateringerne pr. e-mail, en særlig adresse til download, onlineadgang eller på anden måde, som Leverandøren anser for passende.</p> <p>Hvis Løsningen leveres som en hostet abonnementsydelse, vil Kunden automatisk få adgang til opdateringer af Løsningen.</p> <p>Hvis Løsningen ikke leveres som en hostet abonnementsydelse, stiller Leverandøren opdateringer/nye versioner til rådighed for Kunden, men forstår ikke installationen, konfiguration eller undervisning.</p>
Tredjepartsydelse	<p>Hvis der helt eller delvist indgår Tredjepartsydelse i Løsningen, leverer Leverandøren vedligeholdelse i samme omfang, som tredjeparten vedligeholder sine produkter/ydelse.</p>
Kundens forpligtelser	<p>Hvis Leverandøren anser det for nødvendigt for at opfylde sine forpligtelser i henhold til aftalen, skal Kunden være ansvarlig for at opdatere Kundens tredjepartssoftware, sit eget IT-udstyr samt eksternt IT-miljø, som anvendes af Kunden ved udnyttelse af Løsningen. Eventuelle omkostninger forbundet hermed påhviler Kunden.</p> <p>Hvis det påhviler Kunden at indlæse opdateringer/nye versioner i Løsningen, skal Kunden loyalt og uden forsinkelse efter levering heraf implementere og teste disse.</p>

Ikke omfattet Vedligehold	<p>Nedenstående ydelser er ikke omfattet af aftalen, men kan leveres i henhold til en særskilt aftale mellem parterne:</p> <ul style="list-style-type: none"> • Nye moduler etc., der vedrører Løsningen. • Opdatering- og/eller vedligeholdelse af kundespecifikke justeringer af Løsningen, der er skræddersyet eller tilpasset specielt til Kunden. • 2-level Applikation og Teknisk Support, 3-level Applikation og Teknisk Support, Administration af Tredjepart, Overvågning, Analyse, Server IO-Test, Patch Advisory, CU-Service, Opdateringsmiljø, Change Management, Frigivelse og Implementering og Dokumentation for sådanne.
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3.3 Support

3.3.1 Leverandøren leverer Support som anført nedenfor:

Omfang	<p>Leverandøren skal yde Support i form af en Service Desk i relation til Løsningen.</p> <p>Service Desk betyder ekstern assistance pr. telefon, e-mail, chat eller fjernadgang.</p> <p>Leverandørens Service Desk-support (1-levelsupport) fungerer som Single Point Of Contact mellem Kunden og Leverandøren. Leverandørens Service Desk varetager alle indkommende Hændelser, Problemer og Serviceanmodninger.</p>
Indhold	<p>Service Desk: Omfattende 1-levelsupport og eventuel 1-levelsupport's eskalation til 2-levelsupport.</p> <p>1-levelsupport er ansvarlig for at registrere og klassificere indkomne Hændelser og iværksætte en omgående indsats med henblik på at gendanne en fejlbehæftet IT-ydelse så hurtigt som muligt. Hvis der ikke kan findes en ad-hoc-løsning, vil 1-levelsupport eskalere Hændelsen til tekniske supportgrupper (2-levelsupport). 1-levelsupport behandler også Serviceanmodninger og Kunden kan orientere sig om Hændelsesstatus på kundeportalen.</p> <p>Alle Hændelser bliver logget som Hændelsesregistreringer, hvor deres status kan spores, således der kan opretholdes en historik.</p> <p>Leverandøren vil bruge automatiske løsningsværktøjer og levere supportportaler med selvhjælpsinformation, så brugere selv kan løse enkle Hændelser. For andre Hændelser vil 1-levelsupport forsøge at diagnosticere og løse problemet, typisk ved at bruge oplysninger fra en vidensbase eller prædefinerede Hændelsesmodeller.</p>

Kundens forpligtelser	<p>For at sikre Leverandørens rettidige levering af Service Desk, er Kunden ansvarlig for forpligtelser, der er anført nedenfor, eller således som Leverandøren til enhver tid måtte anmode om:</p> <ul style="list-style-type: none"> • Alle Hændelser, Problemer og Serviceanmodninger skal overgives direkte til Leverandørens Service Desk. Dette sikrer, at de håndteres af et enkelt kontaktpunkt. Enhver henvendelse til Leverandøren på anden måde, er ikke omfattet af Support Ydelsen.
Ikke omfattet af Support	<p>Nedenstående ydelser er ikke omfattet af aftalen, men kan leveres i henhold til en særskilt aftale mellem parterne:</p> <ul style="list-style-type: none"> • 2-levelsupport og 3-levelsupport ved en Hændelses, et Problems eller en Serviceanmodnings eskalering til 2-levelsupport eller 3-levelsupport • Overvågning og sporing af Hændelser, der sendes til 2- og/eller 3-levelsupport • Generel request management og eskalering til Problem Management og/eller Change Management • Uddannelse <p>Efter særskilt aftale mellem parterne kan 2-levelsupport involveres, hvis 1-levelsupport ikke kan løse en Hændelse. I sådanne tilfælde eskaleres fra 1-levelsupport til en egnet specialistgruppe i 2-levelsupport (funktionel eskalering). Om nødvendigt kan 2-levelsupport involvere eksterne parter, såsom leverandører og sælgere (3-levelsupport).</p>

3.3.2 Adgang til Support

3.3.2.1 Alle Kundens brugere har adgang til Support, medmindre parterne særskilt aftaler andet.

3.3.2.2 Åbningstider og kontaklinformation for Support kan findes her: <https://eg.dk/it/til-hele-byggeriet/support/>

UK:

4 Terms of Third Party Services

The Service Agreement states whether Third Party Services are included in the Services. Third Party Services are described in EG's Terms and Conditions (available at <https://global.eg.dk/about-eg/legal-information/>).

5 Hosting

5.1 Introduction

- 5.1.1 The Appendix includes an exhaustive description of the Hosting provided by Supplier to Customer (the "Hosting Services").
- 5.1.2 Abbreviations and capitalised terms shall have the same meaning in this description as in Supplier's terms and conditions. Further abbreviations and capitalised terms shall have the meaning ascribed to them in ITIL (Information Technology Infrastructure Library).

5.2 The Hosting Services

Purpose and scope	The purpose of the Hosting Services is to ensure that the Solution runs in an efficient and stable way. The Services include Supplier's hosting and operation of the Solution provided under the Service Agreement.
Software that is relevant for the supply of Hosting	The terms of Third Party Services are specified in further detail here: https://global.eg.dk/legal-information
Preconditions	Changes to software, use or number of users can trigger a need to change the IT environment for the Hosting Services and the agreed fee.

- 5.2.1 The Hosting Services include the following:

5.2.1.1. Virtual Server infrastructure as a service
5.2.1.2. Storage Services
5.2.1.3. Service Desk
5.2.1.4. Backup
5.2.1.5. Audit statements
5.2.1.6. Application update
5.2.1.7. Terminal Server access
5.2.1.8. Certificate service

- 5.2.1.1 Description of Virtual Server infrastructure as a service

Virtual Server infrastructure as a service

Purpose	Virtual server infrastructure in the form of RAM and CPU that is serviced, updated and kept secure, and which can be accessed and used by Customer to run the Solution.
Services	Supplier is responsible for servicing and installing relevant and available patches on operating systems and infrastructure in the most appropriate way. Supplier monitors the virtual infrastructure in the Hosting Services in order to avoid any problems where possible, including performance and capacity problems.
Primary preconditions	The Hosting Services are accessed via RDP direct. Supplier must have access to a service window of 4 hours per month during operating hours to perform maintenance and patch updates. The specific time is agreed between Supplier and Customer. Customer is responsible for its own network connections and any local equipment required to access and run the hosted Solution.

5.2.1.2 Description of Storage Services

Storage Services	
Purpose	Storage Services are provided as part of the Hosting Services and is part of the agreed IT environment.
Services	Storage Services are provided in a size and format that fit the Customer's needs.
Customer obligations	Customer is responsible for any changes (subsequent purchases) to the storage level upon recommendation from Supplier.
Specific areas of responsibility	Supplier is responsible for Root Cause analyses and for bringing the Hosting Services back to normal operation in connection with Incident and Problem Management. Supplier will furthermore continuously install patches and other critical updates.

5.2.1.3 Description of Service Desk

Support is provided in the form of a Service Desk, which means off-site assistance by telephone, e-mail or remote access. Opening hours and contact information can be found here: <https://global.eg.dk/it/construction-software/>.

5.2.1.4 Description of Backup

Backup	
Purpose	Backup of servers and Customer's data in order to be able to restore it if needed.
Services	Backup of agreed data, like e.g. files, software, operating systems or other system components. A daily incremental backup is done.
Primary preconditions	A backup policy.

	Unless otherwise agreed, EG's general backup policy is used according to which copies of files are stored for 30 days.
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5.2.1.5 Description of Audit statements

Audit statements	
Purpose	Annual audit statements (ISAE 3000 and ISAE 3402) are made in order to document how Supplier complies with legal requirements and good IT practice.

5.2.1.6 Description of Application update

Update of the application	
Purpose	Updating the Solution to the most recent version.
Services	Updating the Solution during the agreed service window.

5.2.1.7 Description of Terminal Server access

Terminal Server access	
Purpose	Access for administrative users of the Solution.
Services	The Solution is run via a Remote Desktop Service.

5.2.1.8 Description of Certificate service

Certificate service	
Purpose	To keep Customer's certificates updated.
Services	Renewal of certificates before expiry.

6 Maintenance and Support

6.1 Introduction

6.1.1 The Appendix includes an exhaustive description of the Maintenance and Support to be provided to Customer.

6.2 Maintenance

6.2.1 Supplier provides Maintenance as specified below:

Scope	Maintenance covers the process of modifying, updating, correcting faults and improving the performance of the Solution after delivery. Existing documentation will be updated when the Solution is updated.
Content	Corrective maintenance: This includes rectifying bugs or errors observed while the Solution is in use, or enhancement of the performance of the System, when so determined by Supplier.
	Adaptive maintenance:

	<p>This includes modifications and updating when Supplier decides to upgrade the Solution to run on new platforms, on new operating systems, or when Supplier need the Solution to interface with new hardware and other standard software products included in Supplier's solutions towards the market.</p>
	<p>Perfective maintenance: This includes support for new features that Supplier decides to include in the Solution or to change different types of functionalities of the Solution according to the market demands, when so determined by Supplier.</p>
	<p>Preventive maintenance: This includes modifications and updates when so determined by Supplier to prevent future problems of the Solution. It goals to attend problems, which are not currently significant but may cause serious issues in future.</p>
Delivery	<p>Maintenance shall be provided, and is deemed to be provided, upon Supplier's delivery of patches, including updates, to Customer. Supplier may provide the updates by email, a special download address, online access or any other means that Supplier deems appropriate. If the Solution is provided as a hosted subscription service, Customer will automatically get access to updates of the Solution. If the Solution is not provided as a hosted subscription service, Supplier will make updates/new versions available for Customer, but will not manage the installation.</p>
Third Party Services	<p>If Third Party Services are fully or partly included in the Solution, Supplier will provide maintenance to the same extent as the extent to which the third party maintains its products/services.</p>
Customer obligations	<p>If Supplier deems it necessary in order to fulfil its obligations under the agreement, Customer will be responsible for updating Customer's third-party software and own IT equipment/external IT-environment used by Customer when using the Solution. Any costs related thereto shall be the responsibility of Customer. If Customer is responsible for loading updates/new versions of the Solution, Customer shall loyally and without delay after delivery implement and test such updates/new versions.</p>
Not included in Maintenance	<p>The services specified below are not included in the agreement but may be provided subject to a separate agreement between the parties:</p> <ul style="list-style-type: none"> • New modules etc. related to the Solution. • Updating and/or maintenance obligations in respect of any Customer specific adjustments of tailored or customised Solution provided specifically for Customer. • 2nd level Application and Technical Support, 3rd level Application and Technical Support, Management of Third Party, Monitoring, Analysis, Server IO Test, Patch Advisory, CU Service, Updating Environment, Change Management (ITIL), Release and Implementation and Documentation thereof.

6.3 Support

6.3.1 Supplier provides Support as specified below:

<p>Scope</p>	<p>Supplier shall provide Support in the form of a Service Desk in relation to the Solution. Service Desk shall mean off-site assistance provided by phone, email, chat or remote access. Supplier's Service Desk support (1st Level Support) acts as Single Point Of Contact between Customer and Supplier. Supplier's Service Desk handles all incoming Incidents, Problems and Service Requests.</p>
<p>Content</p>	<p>Service Desk includes 1st Level Support and possible 1st Level Support escalation to 2nd Level Support. The responsibility of 1st Level Support is to register and classify received Incidents and to undertake an immediate effort in order to restore a failed IT service as quickly as possible. If no ad-hoc solution can be achieved, 1st Level Support will transfer the Incident to expert technical support groups (2nd Level Support). 1st Level Support also processes Service Requests, and keeps users informed about their Incident's status at agreed intervals. All Incidents will be logged as Incident Records, where their status can be tracked, and a complete historical record maintained. Supplier will use automated resolution tools and provide support portals with self-help information so users can resolve simple Incidents themselves. For other Incidents, 1st Level Support will try to diagnose and resolve the issue, typically using information from a knowledge base or pre-defined Incident Models.</p>
<p>Customer obligations</p>	<p><i>For Supplier's timely provision of the Service Desk, Customer shall have the responsibilities set out below or as requested from time to time by Supplier:</i></p> <ul style="list-style-type: none"> • All Incidents, Problems and Service Requests must be sent or called in directly to Supplier's Service Desk. This ensures that they are handled by a single point of contact. Any other contact to Supplier in any other way is not included in the Support.
<p>Not included in Support</p>	<p>The services specified below are not included in the agreement but may be provided subject to a separate agreement between the parties:</p> <ul style="list-style-type: none"> • 2nd Level Support and 3rd Level Support in case of transfer of an Incident, a Problem or a Service Request to 2nd Level or 3rd Level Support • Monitoring and tracking of Incidents transferred to 2nd and/or 3rd Level Support • General request management and transferring to Problem Management and/or Change Management

	<ul style="list-style-type: none">• Training. <p>Pursuant to a separate agreement between the parties, 2nd Level Support may be offered if 1st Level Support cannot solve an Incident. In such situations, 1st Level Support is escalated to a suitable specialist group with 2nd Level Support (functional escalation). If necessary, 2nd Level Support can involve external parties such as suppliers and sellers (3rd Level Support).</p>
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6.3.2 Access to Support

6.3.2.1 All of Customer's users have access to Support, unless otherwise agreed separately by the parties.

6.3.2.2 Opening hours and contact information can be found here: <https://global.eg.dk/it/construction-software/>.

Version	Person responsible	Description of change
Aug. 2023	Pernille Andreasen	Document created v.1