Service Level Agreement

1. Summary

This product description definitively describes the service agreement for the Cloud and On Premises operating modes. It also describes the d.velop support and maintenance services, as well as the services for d.velop operations. d.velop provides support and maintenance services in German and English. Depending on the product, "Silver", "Gold" and/or "Platinum" support packages are available to the customer. These can be supplemented with additional services through d.velop operations.

	Silver	Gold	Platinum
Knowledge services			
Product documentation	✓	✓	✓
Access to the d.velop service portal including the Knowledge Base	✓	✓	✓
Product-related e-learnings	✓	✓	✓
Support services			
Service hours 08:00 a.m. – 5:00 p.m. Mon. – Fri. (not including federal public holidays throughout Germany)	✓	✓	✓
Defined availabilities (Cloud only)	✓	✓	✓
Defined response times for incidents	✓ Urgent = 24 hrs. Standard = 48 hrs.	✓ High priority = 4 hrs. Urgent = 8 hrs. Standard = 24 hrs.	✓ High priority = 2 hrs. Urgent = 4 hrs. Standard = 12 hrs.
Creation of incidents via web portal	✓	✓	✓
Creation of incidents via chatbot	✓	✓	✓
Remote support		✓	✓
Creation of incidents via e-mail [1]			✓
Creation of incidents via phone [1]			✓
Technical Account Manager [2]			✓
Extended services [3]			€

Optional d.velop operations services can be added to the selected support package. d.velop operations services can only be added in combination with the Gold or Platinum support package.

d.velop operations operating mode	On Premises / Hybrid	Cloud
d.velop application monitoring	✓	
API measurement of core functions		✓
API measurement of specialized processes (10 calls)		€
Patch management	€	✓

d.velop operations technical support	Level 1	Level 2	Level 3
Incident assistance	✓	✓	✓
Service report	✓ quarterly	✓ monthly	✓ monthly
Service session	✓ 2x per contract year	✓ 6x per contract year	✓ 12x per contract year
Service request as per catalog		✓ 2 per month	✓ 5 per month
Service request based on work involved			✓ 3 per month
Service quota (acc. to selected package size)			✓ S / M / L
Technical Account Manager [4]	✓	✓	✓

Legend / remarks:

✓ = included

€ = additional services available for booking and services available at extra cost

[1] = with 2nd level partners, the creation of incidents by e-mail and phone is included in the "Gold" support package

[2] = for a monthly business volume of €3,000 or more, the upgrade to Platinum Support (excluding d.velop operations) includes a Technical Account Manager

[3] = only in connection with Platinum support

[4] = for a monthly business volume of €4,000 or more in Level 1 or a monthly business volume of €5,000 or more in Level 2, a Technical Account Manager is included. The monthly business volume is made up of the selected support and d.velop operations services.

Direct customers without d.velop documents (current products: d.velop sign, d.velop postbox) receive the "Silver" support package as standard. An upgrade to the "Gold" or "Platinum" packages is not possible.

Direct customers with d.velop documents (product groups – see current price list: d.velop documents, d.velop extras, d.velop storage, d.velop document reader, d.velop invoices, d.velop contracts, d.velop documents for M365, d.velop documents for SAP, d.velop invoices for SAP, d.velop processes for SAP, d.velop integrations) receive the "Gold" support package as standard. An upgrade to the "Platinum" support package is only possible for the aforementioned product groups. An upgrade to Platinum is not possible for third-party components.

The Named User unit is the basis for the calculation. Products without a Named User unit are based on the actual employees who use one or several d.velop products.

2. Support packages product description

The various products and services offered by the support packages are described as follows:

2.1. Knowledge services

Knowledge services make information und knowledge about the d.velop products available. The access to these contents takes place via the corresponding d.velop portals.

2.1.1. Product documentation

The product documentation provides you with a detailed and consistently up-to-date set of information about our products. This includes user manuals, technical specifications, and detailed instructions to help you get the most out of our products. This documentation is available in standard formats or online readers to take your individual preferences into account. By continuously updating the documentation, you can also be sure that you always have the latest product information at hand.

2.1.2. Access to the d.velop service portal including the Knowledge Base

The d.velop service portal allows you to access technical news and additional product information such as release notes and roadmaps quickly and easily. In addition to this, the integrated Knowledge Base offers an extensive collection of articles, instructions, and FAQs surrounding our products.

In the d.velop service portal (currently accessible at https://serviceportal.d-velop.de), d.velop provides the contractually agreed documentation as well as help articles and information about the software, including but not limited to

- Current documentation for the software in a common electronic format
- A "Knowledge Base", where you can find help articles for troubleshooting and "how-to guides" (currently accessible at https://kb.d-velop.de)
- Information about planned features, bug fixes and any non-backward compatible changes in the versions currently under development
- Information about how long it will take for patch versions to be provided for the most recent versions
- Discontinuation of software or individual software features (product end of life, or EOL)
- Security advice with detailed information about determined weak points

2.1.3. Product-related e-learnings

Our d.velop academy e-learning platform gives you access to a variety of freely available e-learning courses that equip you with basic knowledge about our products. This content is available via our platform after signing up and offers practical instructions and basic knowledge for the successful use of our solutions. The platform includes both a media library and structured courses in which this content is provided.

In addition, we offer advanced e-learning courses with specialized knowledge or industry-specific content. These are available to purchase via the d.velop store. In addition, all e-learning courses can be used as raw files for integration into your own LMS system. This extended content is not included in the standard support packages, but can be used after purchase.

2.2. Support services

Support services are designed to provide support in the case of software faults through the acceptance and processing of incident reports.

2.2.1. Acceptance of incident reports

The customer is able to report incidents via the input channels which are included in the support package. Depending on the support package booked, the following channels are available to the customer:

2.2.1.1. Ticket system (web portal)

The online support ticket system (hereinafter "ticket system") is the preferred channel for the customer to report incidents, which is currently accessible at https://serviceportal.d-velop.de under "Services".

When the customer submits an incident report, the ticket system compiles specific information previously entered by the customer and prompts the customer to enter details about the incident report in a form, including the incident class (hereinafter referred to as "priority level").

During ticket creation, the customer is referred to appropriate help articles based on the keywords entered ("knowledge base").

The customer can view and edit open tickets.

2.2.1.2. Chatbot

A chatbot is available to the customer via the d.velop service portal and ticket system. The chatbot helps the customer to use our self-service offerings and provides relevant information and knowledge. It is also possible for an incident to be reported via the chatbot. The chatbot is also available outside the service hours.

2.2.1.3. E-mail

The e-mail input channel is only available to the customer in the "Platinum" support package.

The customer can report incidents by e-mail (currently by sending an e-mail to support@d-velop.de).

Incident reports that reach d.velop by e-mail are transferred to the ticket system, where they are then processed and answered. These tickets are automatically assigned priority level 3 (see below).

2.2.1.4. Phone

The Phone input channel is only available to the customer in the "Platinum" support package.

For incident reports with priority level 1 or 2, d.velop also offers telephone support (currently at +49-2542-9307-6000) within the defined service hours (see below). Incident reports that reach d.velop by phone are transferred to the ticket system, where they are then processed and answered.

2.2.2. Processing of incident reports

2.2.2.1. Incident analysis and priority levels

If analysis of the incident reveals a material defect in terms of the General Purchasing Conditions, d.velop shall begin processing the incident as described here.

If the analysis or processing of the incident reveals that the reported incident is not a defect, d.velop will notify the customer accordingly before any additional work takes place. In emergencies which require uninterrupted troubleshooting such as an imminent data loss, d.velop is able to submit the notification immediately.

If the incident is not a defect, in the case of advance notification and in the event of emergencies, d.velop is entitled to bill the actual costs incurred according to the current standard prices.

Incident reports are assigned to these priority levels and available according to the booked support package:

Priority 1 – critical (only possible in the "Gold" and "Platinum" support packages)

There is an urgent fault in live software that disrupts operations and that affects the majority of users. There is no way around the fault. An immediate solution is required.

Examples:

- Software crashes uncontrollably
- Imminent data loss
- Users cannot log in
- Documents cannot be retrieved

In the event of a priority 1 incident, the technical contact must be available throughout the entirety of processing. If the necessary contact person is not available, d.velop reserves the right to downgrade the priority.

Priority 2 – urgent

Important functions of live software are not available and the agreed use is significantly restricted.

Examples:

- The software is slower than usual, with a negative impact on productivity
- Certain functions are unavailable, but workarounds are available
- An app or a component of the software is not working

Priority 3 – normal

Individual, less important functions (in live software or test environments) are not available, or important functions are only available by bypassing the fault.

Examples:

- Minor display errors that do not significantly affect the use of the software
- Rarely used functions do not work as expected
- Suggestions for new functions or improvements that do not have an immediate impact on current use

2.2.2.2. Service hours

d.velop provides support services during the defined service hours. Service hours are Monday through Friday all year around (not including federal public holidays throughout Germany) from 8:00 a.m. to 5:00 p.m. CET/CEST (UTC+1/UTC+2).

On Christmas Eve (December 24) and New Year's Eve (December 31), our service is only available to a limited extent. Service hours end at 12:00 p.m. CET/CEST (UTC+1/UTC+2) on both days. There will be reduced staffing levels, and processing will be prioritized and carried out exclusively within the scope of available capacities.

During service hours, qualified incident reports will be processed. The ticket system and e-mail channels are also available to the customer outside of service hours at all times. The service hours are the same in all support packages.

2.2.2.3. Availabilities

Defined availabilities are only available to the customer with the Cloud operating mode. The availabilities are defined in chapter 5.3.1.

2.2.2.4. Response time

The response time begins with receipt of a qualified incident report during service hours, and runs only during service hours. If the incident is reported outside service hours, the response time starts with the start of the next service period.

The response time ends when d.velop has responded to the report or a query about the incident report.

The following response times apply according to the priority level and the support package booked:

"Silver" support package:

- Priority 2 (urgent) 24 hours
- Priority 3 (normal) 48 hours

"Gold" support package:

- Priority 1 (critical) 4 hours
- Priority 2 (urgent) 8 hours
- Priority 3 (normal) 24 hours

"Platinum" support package:

- Priority 1 (critical) 2 hours
- Priority 2 (urgent) 4 hours
- Priority 3 (normal) 12 hours

2.2.2.5. Remote access

To facilitate analysis of the incident, d.velop offers the option of remote access. Consent for remote access is obtained from the technical contact (see below) in each individual case, and access is monitored by the technical contact. Remote support is guaranteed in the "Gold" and "Platinum" support

packages. d.velop does not store any access data for customers. The access for remote access must always be set up temporarily by the customer.

2.2.3. Technical Account Manager

The "Platinum" support package includes a Technical Account Manager from a monthly business volume of €3,000 for this package level.

For more information, see chapter 7.

2.2.4. Extended services (optional)

Extended support services are available to book optionally by customers. The "Platinum" support package is required for this.

2.2.4.1. Improved response times

In the "Platinum" support package, the response time can optionally be reduced. The improved response times for incidents are as follows:

Priority	Response time
1 – "critical"	One hour
2 – "urgent"	Two hours
3 – "standard"	Eight hours

A definition of the priorities is provided in Chapter 2.2.2.1 "Incident analysis and priority levels".

2.2.4.2. Extended service hours

In the "Platinum" support package, the service hours can be extended to Monday through Friday all year around (not including federal public holidays throughout Germany) from 7:00 a.m. to 6:00 p.m. CET/CEST (UTC+1/UTC+2). During the extended service hours, the same response times for the "Platinum" support package apply as those that are described in Chapter 2.2.2.4 "Response time".

On Christmas Eve (December 24) and New Year's Eve (December 31), our service is only available to a limited extent. The service hours are from 8:00 a.m. to 12:00 p.m. CET/CEST (UTC+1/UTC+2) on both days. There will be reduced staffing levels, and processing will be prioritized and carried out exclusively within the scope of available capacities.

2.2.4.3. 24/7 on-call service

In the "Platinum" support package, an additional on-call service can be booked. The on-call service guarantees the customer continuous accessibility from Monday to Sunday (including federal public holidays throughout Germany) via a telephone number provided. The on-call service only applies to incident reports of priority 1 – "critical" outside of normal service hours from 8:00 a.m. to 5:00 p.m. CET/CEST (UTC+1/UTC+2). The definition of this priority is provided in Chapter 2.2.2.1 "Incident analysis and priority levels".

2.2.5. Additional d.velop services to be commissioned separately

In addition to the support packages and services described here, upon customer request, d.velop is able to provide an offer for the following additional services:

- Processing of incidents that are not due to a software defect or for which d.velop is not responsible
- Standard or custom training for users and administrators
- Extended service hours / on-call services on specific days/weekends
- Other services, e.g. assistance with configuration, customizing, and integrations

3. Maintenance

As part of its maintenance services, d.velop provides updated versions of the software as well as documentation, help articles and other information. The goal of maintenance is to improve the software on both a functional and technical level. In addition, defects (as defined by the GPC) are regularly remedied, including beyond the agreed liability period for defects.

3.1. Available versions

The available versions for the On Premises operating mode are defined as those versions that are made available via the d.velop service portal or the d.velop software manager in accordance with the agreed maintenance services. For the On Premises operating mode, the "Current" and "Annual" versions described here apply. For the Cloud operating mode, the conditions described in chapter 5.4 "Update" apply.

For the On Premises operating mode, these versions are made available to the customer by d.velop via various channels:

- Current channel: Current versions with new features and functional changes are regularly provided to the customer every three months. Current versions are the latest version of a software. If a defect has been corrected in a version available via the current channel, the customer is not entitled to demand correction of this defect in a version previously provided via the current channel.

- Annual channel: Annual versions with new features and functional changes are regularly provided to the customer every twelve months. Annual versions are functionally equivalent to the most recent current version. d.velop will continue to provide bug fixes for annual versions for 6 months from when the annual version is first made available.

Bug fixes (patch versions) are provided for current and annual versions as needed, usually monthly, via the channels mentioned above.

Non-downward compatible changes in current and annual versions are announced in a timely manner, usually twelve months in advance, but no less than three months. Non-downward compatible changes are defined as changes that usually require action on the customer's part, as the behaviour of the software may change to the extent that previous use cases become more difficult or even impossible without adjustments in how the software is used, unless these changes are objectively necessary to fix errors (in particular changes to the interfaces ("API"), fundamental changes to usability or to the user interface that require increased training for the user, changes to or impacts on configurations, or the removal of functions in general). In cases in which non-downward compatible changes can be tested in advance in previous versions by manually activating the changes in the configuration, d.velop will notify the customer accordingly.

Versions with non-downward compatible changes will not be made available less than twelve months after the previous version.

4. Cooperation on the part of the customer

The services provided by d.velop depend on the customer's cooperation. The customer's obligations to cooperate include but are not limited to:

4.1. Technical contact

d.velop support shall communicate directly with the customer via their technical contact persons (hereinafter "technical contact"). The customer can name up to five persons as technical contacts; "trusted persons" from outside the company, e.g. from IT service providers, are also permitted.

The technical contact must obtain adequate qualifications in the use of the software. It is assumed that the technical contact has successfully completed the necessary qualification steps.

The technical contact is responsible for the customer's internal support service, which assists with the project and supports the customer regarding the performance, functions, or operation of the software, and answers questions.

In the event of incident reports, the technical contact shall be available to d.velop support to a reasonable extent. The technical contact shall have access to the software and system environment (e.g. SAP system, domain controller) and actively assist with incident processing, in particular by restarting the software and system environment on request, performing backups without being asked and providing the required information.

The technical contact must sign up for a personal account for the ticket system and the d.velop service portal by entering the necessary data. It is possible to sign up on the start page of the d.velop service portal or directly via https://serviceportal.d-velop.de/de/registration.

4.2. Installation and updates

With the On Premises operating mode, the customer is always responsible for updating the d.velop software and installing updates and patches.

4.3. Information gathering

The customer is obliged to stay regularly informed of, at a minimum, patch versions for critical bugs and the software information provided under "Documentation and Help" in the d.velop service portal.

4.4. Qualified incident report

Regardless of the communication channel chosen, the customer must submit a qualified incident report before d.velop can begin analyzing the incident. This includes a detailed description of the incident and the observed effects. The customer shall not transmit any personal data in this report. The customer shall answer the following questions or provide the following information, to the extent possible:

- For which specific customer and project was the incident report submitted?
- How is the fault manifested? What is not working anymore?
- Is the fault traceable and reproducible, and if so, how?
- Which version of which software is affected?
- Which product, which app or which technical components are affected?
- How long has the fault existed? Has the software worked correctly in the past?

- Information about any changes made to the software, e.g. configurations or updates
- Copies of the error messages displayed by the software and any additional information required to analyze the incident, e.g. log files, screenshots, configuration files
- A priority level from 1 to 3 along with an explanation, in particular regarding how many users are affected, the business impact and the urgency

The questions and requirements listed here may vary depending on the operating mode (Cloud or On Premises). A current list of questions can be found in the d.velop Knowledge Base with the "checklist" keyword.

4.5. Maintaining system requirements

The customer shall ensure that the system requirements described in the documentation are met. This includes, in particular, the supported database and operating system configurations for the d.velop software. The customer shall adjust the system requirements if updated versions of the software require adjustments. Comprehensive support in an on-premises environment requires that only software versions for which patch support is available from the respective manufacturer are used. This applies to:

- The d.velop software
- The operating system
- The database software
- All other relevant applications

The system requirements described in the respective manufacturer's documentation must be observed.

Information and up-to-date documentation for the d.velop software is made available via the d.velop service portal. Information about the operating systems and database systems used can be obtained from the respective manufacturers (e.g. Microsoft).

The customer is responsible for operating the software in the on-premises environment, including the d.velop software, the database system and the operating system. This includes the following tasks in particular:

- Monitoring the system environment
- Regular backups
- Administration of the software used
- Maintaining and optimizing database indexes
- Observing the security advice published by d.velop
- Implementing a change control process, including planning and testing changes.

5. Service Level Agreement Extension for the Cloud operating mode

5.1. For the Cloud operating mode, the services listed here also apply

d.velop cloud products consist of one or more d.velop cloud apps.

5.2. SaaS includes maintaining the availability of d.velop products, as well as updating and providing support for these products.

The services are provided in German and English.

5.3. Availability of d.velop products

d.velop shall maintain the availability of the d.velop products from the moment they are deployed.

5.3.1. Availability, operation times, maintenance times and business hours

d.velop shall maintain an availability of 99% per d.velop product during operation times. The operation times for the d.velop products are 24 hours per day, 7 days per week, minus the announced maintenance times.

Maintenance times are up to 5 hours per month. Maintenance will be performed outside normal business hours (Monday through Friday 8 a.m. to 5 p.m., excluding federal holidays) whenever possible.

The planned occurrence and content of maintenance work will be announced in the d.velop service portal.

5.3.2. Measuring and calculating availability

Availability is measured with an API monitoring tool, which is operated independently from the d.velop products.

The availability refers to the core functions of the d.velop products. Each d.velop product comprises different core functions.

The core functions of a d.velop product comprise multiple microservices. A microservice provides small functions that work independently of other microservices, such as the display of PDF documents.

The API monitoring tool measures the availability of the core functions down to the minute by measuring each microservice in a d.velop product. If a core function of a d.velop product is completely down, this negatively affects the availability of the d.velop product.

Availability is calculated for each calendar month.

It is calculated according to the following formula:

Availability as a percentage = (overall availability in min. − downtime in min.) / overall availability in min.∗100

5.4. Update

As part of its maintenance services, d.velop continually provides new versions of the software. The new versions are automatically deployed in the customer's Cloud area (the customer's own secured Cloud area, known as a "tenant"). The goal of maintenance is to improve the software on both a functional and technical level. In addition, defects (as defined by the GPC) are regularly remedied, including beyond the agreed liability period for defects.

5.5. Unauthorized use

The customer shall not use the cloud products in breach of the contract. The following behavior is considered in breach of the contract (not exhaustive):

- Violating third party property rights such as trademarks, copyrights and name rights
- Posting content that is insulting, defamatory, pornographic, harmful to minors or otherwise criminal

- Unreasonably harassing other customers and/or third parties, for example with unsolicited advertising (spam) or communication of a sexual or suggestive nature
- Using mechanisms, software and/or scripts beyond those functions and interfaces provided with the cloud products, in particular if these block, modify, copy or overwrite the services provided by d.velop
- Using the d.velop cloud products to process documents, files, or data that contain malware or viruses, or attempting to impair the cloud products, their security systems, or their contents through data manipulation (Art. 303a of the German Criminal Code, or StGB), computer sabotage (Art. 303b StGB), forgery of data of probative value (Art. 269, 270 StGB), suppression of data of probative value (Art. 274 StGB), computer fraud (Art. 263a StGB), data espionage (Art. 202a StGB), phishing (Art. 202b StGB), or other criminal acts. d.velop will report any such attempts to the responsible public prosecutor.

6. d.velop operations product description

6.1. Summary

d.velop offers "d.velop operations" as supplementary services to the support and maintenance services provided for d.velop software. The contents of d.velop operations are described in detail below. The specific services provided to the customer are determined by the respective commissioned offers.

A prerequisite for purchasing d.velop operations is that the software used is within the patch support period of d.velop at the time of ordering. Further information about the patch support period can be found via the d.velop Knowledge Base (see the d.velop Knowledge Base – item: FAQ d.velop product lifecycle policy).

The compatibility of d.velop products with the customer's third-party systems (e.g. ERP systems) is not covered by d.velop operations services.

A requirement for all agreed d.velop operations services is that d.velop receives the necessary authorizations and access to the system requirements (in particular servers) of the software via remote access from the customer.

If the contractual agreement for support and maintenance services for the software ends, the contractual agreement for d.velop operations services also ends at the same time.

6.2. d.velop operations operating mode

Depending on the selected operating mode, d.velop offers support services for monitoring the d.velop software in operation.

6.2.1. d.velop application monitoring

"d.velop application monitoring" is applicable only for the d.velop operations On Premises / Hybrid operating mode and is used to monitor the d.velop software in use.

6.2.1.1. Scope

d.velop monitors the software and processes implemented within it to ensure that the software runs correctly within the agreed service time. The software's functionality is monitored using the monitoring software provided.

Events that occur, such as threshold violations, performance deviations or malfunctions, are reported to the central d.velop operations dashboard.

The processing of events in the d.velop software is carried out by d.velop independently or, in the case of unclear dependencies, following consultation with the customer. Processing activities that require support from the customer shall be reported to the customer.

The correction of incorrectly delivered data, e.g., from third-party applications for import into a d.velop software product, is not part of the d.velop operations services.

If events occur, d.velop shall respond within the defined response times during the agreed service hours according to priority levels as specified in Chapter 2.2.2.1.

6.2.1.2. System requirement

d.velop monitors the functionality of the d.velop software used with the help of defined software tools to record status messages that provide information on whether the software is functioning properly or if there are any anomalies. The following tool is used for this purpose:

- d.ecs monitor advanced (monitoring of the technical functionality)

A requirement for the provision of the contractually agreed d.velop operations services is that "d.ecs monitor advanced" can transmit its status messages to d.velop. The transfer takes place by e-mail, via an SMTP server or via encrypted communication (port 443) to a cloud endpoint provided by d.velop.

6.2.2. API measurement of core functions

The "API measurement of core functions" only applies for the d.velop operations Cloud operating mode and is used for tenant-specific monitoring of the core functions (login, search, download) of a d.velop cloud tenant. Unlike the product-specific measurement described in chapter 5.3.2, these measurements always relate to a d.velop cloud base address and thus to functions that are provided via dependent microservices. These services are billed and booked per d.velop cloud base address and are to be booked according to the number of d.velop cloud base addresses to be monitored.

6.2.2.1. Scope

For the booked d.velop cloud client, a minute-by-minute check of the functions

- Login to the d.velop cloud tenant
- Search
- Download a document

is set up via REST API calls. The results of the measurements are shown in the service report and transmitted by d.velop.

6.2.2.2. System requirement

To set up API measurement, an API key (technical user) with corresponding authorizations for the d.velop cloud tenant must be provided.

6.2.2.3. API measurement of specialized processes (10 calls) (option)

In addition to the "API measurement of core functions", ten further REST API calls can be added for a fee via the "API measurement of specialized processes" option. The additional calls can be used to

check that other functions in the d.velop cloud tenant are working correctly. A requirement is that the functions can be checked via the d.velop documents REST API.

The results of the additional measurements are shown in the service report and transmitted by d.velop.

6.2.3. Patch management (option)

In the On Premises / Hybrid operating mode, patch management can be added on as an option. The Cloud operating mode includes patch management.

As part of d.velop operations, d.velop provides assistance with carrying out software updates. The support is limited to updating the d.velop software components used.

Software updates are carried out only for d.velop software products that are already installed and that are subject to the d.velop product lifecycle policy at the time of the update. More information about the d.velop product lifecycle policy can be found in the d.velop service portal (see the d.velop Knowledge Base – item: FAQ d.velop product lifecycle policy).

At the time of ordering the patch management option, the d.velop software products installed on the customer's system must be covered by patch support.

As part of patch management, d.velop ensures that direct update paths for the d.velop software components can be maintained. Depending on the software feed installed, the frequency of updates depends on the release of functional changes.

In addition to updates, patches can also be installed outside the regular update frequency as part of patch management, following consultation with the customer. This requires a reported incident that resolves the error situations in the customer's system with a software patch.

If any settings or configuration changes need to be made after the update, these are not covered by the d.velop operations "Patch management" option. This also applies to customer-specific adaptations (hook, workflow, forms, interfaces, etc.) if these are no longer functional after an update. The customer can commission consulting services from d.velop for this purpose.

For successful patch management, the customer must conduct a test phase after each update to identify problems in established processes. After the test phase, the customer must approve the software.

6.3. d.velop operations technical support

Regardless of the operating mode, d.velop offers three interrelated service modules as technical support for the operation of the software used. The technical support is limited to the standard functions of the d.velop documents software. The respective service module ensures access to expert contacts with specialist knowledge for the operation of the d.velop documents software. Extensions, customer-specific developments and third-party products are not included in this service.

6.3.1. Incident assistance

d.velop assumes part of the customer's obligations to cooperate agreed in chapter 4 in the handling of incidents. "Incidents" within the meaning of this product description include defects within the meaning of chapter 2.2.2.1 and "technical incidents", such as verifying the data quality.

d.velop shall procure the technical information necessary to process the incident, such as version statuses, configuration files and log files of the software, either independently or after consultation.

d.velop shall provide assistance with analyzing incidents that have arisen due to customer-specific adaptations (hook, workflow, forms, etc.). Further processing of incidents that occur in customer-specific adaptations is not included in the flat-rate fee offered for d.velop operations services in Levels 1 and 2 and will be offered separately on request for a fee based on the work involved. In Level 3, incident processing can be agreed upon within the scope of the selected "service quota" - see chapter 6.3.5 - for a flat fee.

6.3.2. Service reports

Regular reporting on services provided, incident statistics and qualitative service key figures.

	Reporting interval
Level 1	quarterly
Level 2	monthly
Level 3	monthly

The reports are delivered in electronic format.

6.3.3. Service sessions

Regular service review meetings to assess the service quality, current status of the software and the system requirements, capacity management, version changes, coordinate on current topics and identify potential areas for optimization.

Scope per contract year:

	Number of service sessions
Level 1	2
Level 2	6
Level 3	12

6.3.4. Service request management

Service request management, which is only applicable for Levels 2 and 3, is used for the efficient processing of service requests for the software.
The customer can create requests of the type Service Request using the d.velop ticket system. These are evaluated by d.velop based on defined SLAs. Service requests are used to adapt existing implemented processes within the d.velop documents system.
The activities involved in assessing a service request include planning the work required and providing an implementation date. The execution of service requests is planned separately and is not part of the SLA time for the assessment period.
The assessment takes place within the agreed service time. The assessment time in hours indicates the latest time frame within the service time after which d.velop will complete the assessment.

6.3.4.1. Service request as per catalog

Depending on the level booked, a specific number of service requests as per catalog per month are available, which are assessed in accordance with the agreed assessment time.

Any unused service requests as per catalog cannot be carried over to the following month.

	Number of service requests as per catalog per month	Assessment time

Level 2	2	40 hours
Level 3	5	24 hours

Service requests as per catalog have a flat rate of up to one service hour and do not require further planning.

The service requests provided as part of the services are defined in a service request catalog, which is mutually agreed upon between the customer and d.velop. The service request catalog can be amended by mutual agreement during regular service sessions between the parties.

The service request catalog is maintained in a separate list and is not part of this product description. The most up-to-date version of the service request catalog will be provided to the customer as part of the onboarding of the d.velop operations services. Any questions regarding content and possible adjustments to the service request catalog will be addressed during service meeting.

6.3.4.2. Service request based on work involved

In Level 3, a specific number of service requests based on work involved per month are available, which are assessed in accordance with the agreed assessment time.

Any unused service requests based on work involved cannot be carried over to the following month.

	Number of service requests based on work involved per month	Assessment time
Level 3	3	40 hours

For service requests based on work involved, an estimate of the time and effort required is produced, which is billed via the service quota (S / M / L) provided and defined in the following chapter. This means that the hours spent on assessment, as well as the service hours for implementation, are billed via the provided service quota.

6.3.5. Service quota

Depending on the scope booked, Level 3 includes a service quota for the implementation of service requests based on work involved. The following packages are available for this service quota.

Package	Hours per contract year
S	30
M	60
L	120

Unused service hours from the current contract year's service quota cannot be carried over to the following year.

To ensure sufficient lead time for scheduling services, the remaining budget from the service quota must be allocated at the beginning of the last quarter of the contract year. Service hours not used by the customer in the respective contract year expire at the end of the year. The customer is not entitled to a refund for unused service hours.

7. Technical Account Manager

Depending on the additional services booked (support and/or d.velop operations) above and beyond the Gold support package and the resulting additional amounts for the services, a Technical Account Manager is included.

The "Platinum" support package includes a Technical Account Manager from a monthly business volume of €3,000 for this package level.

If d.velop operations services are booked in addition, a Technical Account Manager is included

- From a minimum monthly business volume of €4,000 in level 1
- From a minimum monthly business volume of €5,000 in level 2
- Always in level 3

The minimum monthly business volume is made up of the sum of the support and d.velop operations services booked.

If the minimum business volume for a TAM is not reached, the customer can pay the difference up to the minimum business volume.

7.1. Scope

The Technical Account Management (TAM) at d.velop AG manages the customer's service situation. The TAM reviews and manages the incidents. In addition, the TAM conducts regular service sessions with the customer to discuss the service situation and the current incidents. The TAM helps the customer to prioritize and ensure the analysis and processing of incident reports in d.velop AG.

8. d.velop operations fee

The monthly fee offered for d.velop operations services relates to software under support and maintenance, for which the customer uses the latest available version.

The fee for the d.velop operations services is specified in the respective offer. Any fee adjustments agreed upon for support and maintenance services also apply to the fee for the d.velop operations services.

9. d.velop operations contract terms and notice periods

The minimum contract term for d.velop operations is 12 months with a notice period of 3 months before the end of the contract. The contract will automatically renew for a further 12 months if it is not terminated in due time.