



Service Level Agreement (SLA)

1. Service Obligations

BlitzMinds GmbH undertakes special obligations to maintain the availability of the contractual services within specific service levels starting on the date of transfer agreed between the parties. To ensure that BlitzMinds GmbH can achieve the specified service level to the greatest degree possible over the long term, failure to achieve the service level results in a contractual penalty in the form of service level credits. In addition to the provisions in the d.velop cloud platform SLA, the following provisions also apply to BlitzMinds InsideUX®.

1.1. Maintenance

The same provisions described for the d.velop cloud platform basic apps apply to InsideUX® (see d.velop cloud platform SLA).

1.2. Updates

The same provisions described for the d.velop cloud platform basic apps apply to InsideUX® (see d.velop cloud platform SLA).

2. Availability

The same provisions described for the d.velop cloud platform basic apps apply to InsideUX® (see d.velop cloud platform SLA).

3. Service Obligations and Credits

Starting on the date of transfer, the legal consequences described below apply if a service level is not achieved. If the monthly availability is not achieved, the customer can claim a service level credit amounting to 1% (net) of the payment due for the services in that month. The maximum sum of all service level credits per contract year is 10% of the payment owed for the SaaS services in that contract year.

3.1. Applying for Credits

To apply for service level credits, create a ticket and indicate the affected d.velop cloud tenant, the downtime you want to claim for and, if possible, log files proving the service failure. Sensitive content can be removed from the logs, if necessary. The service level credits are due upon written notification by BlitzMinds that the service level was not achieved. If the service level is not achieved, which BlitzMinds will determine based on the service level measurement and report to the customer in writing, BlitzMinds will offset the service level credits awarded against the monthly usage fee owed in the month following the non-achievement.

3.2. Payout Procedure



If a customer claim for service level credits is found to be justified after review by BlitzMinds, the credits will be applied to payments for SaaS services in subsequent months. Service credits cannot be paid out monetarily. BlitzMinds will make separate payment to a customer for non-achievement of service levels only if BlitzMinds is no longer entitled to payment for the customer's use of the services in the month after the service level credits were awarded (e.g. due to termination of the contract).