

# Service Level Agreement

## Cloud and SaaS

### 1 Summary

This SLA defines the services rendered for d.velop cloud and SaaS products. d.velop cloud and SaaS products comprise one or more d.velop cloud apps. d.velop products refer to the business applications developed and operated by d.velop.

SaaS entails 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.

### 2 Availability of d.velop products

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

#### 2.1 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 or by e-mail.

#### 2.2 Measuring and calculating availability

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

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 following 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:

$$\text{Availability in percent} = \frac{(\text{total availability in min.} - \text{downtime in min.})}{\text{total availability in min.}} * 100$$

#### 2.3 Other products (third party apps)

Availability of other products ("third party apps," i.e. apps developed by the customer or third parties, including apps created with the d.velop app builder program) are not covered by this SLA.

If a third party app impairs the availability of d.velop products, d.velop is entitled to restrict the availability of the d.velop products or, depending on the extent of the impairment, to block the products entirely.

### **3 Support**

d.velop support assists the customer with incidents that occur while using the software by accepting and processing incident reports.

#### **3.1 Acceptance of incident reports**

##### **3.1.1 Ticket system**

The online support ticket system (hereinafter "ticket system") is the preferred channel for the customer to report incidents. It is currently accessible at <https://www.d-velop.de>, "Service & Support."

When the customer submits an incident report, the ticket system compiles customer 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.

##### **3.1.2 E-mail**

The customer can still 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).

##### **3.1.3 Phone**

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.

#### **3.2 Processing of incident reports**

##### **3.2.1 Incident analysis and priority levels**

If analysis of the incident reveals a material defect within the meaning of the General Terms and Conditions of Sale, d.velop shall begin processing the incident as described here.

If the analysis of the incident reveals indications that the reported malfunction is not a defect, d.velop shall inform the customer thereof before d.velop provides any further effort. In emergencies, e.g. imminent data loss, which require an uninterrupted fault correction, d.velop shall be entitled to submit the notification to customer without undue delay after the fault correction.

If the incident is not a defect, d.velop is entitled, in case of prior notification and emergencies, to bill the actual costs incurred according to the current standard prices. For incidents that are not defects, the customer can commission d.velop to process them as a separate service, against separate payment based on time and materials (see below).

**Incident reports are assigned the following priority levels:**

##### **Priority 1 – critical**

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

Incidents with priority 1 must always be reported by phone in addition to other channels. 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. Incidents with priority 2 should always be reported by phone in addition to other channels.

#### **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.

#### **Priority 4 – not urgent**

The work of only a few users is slightly or sporadically impeded. Normal work is only slightly impaired. Priority 4 also includes simple inquiries about a product or topic with low urgency.

### **3.2.2 Service hours**

d.velop provides support services during the defined service hours. Service hours are Monday through Friday (excluding federal holidays) from 8:00 a.m. to 5:00 p.m. During service hours, qualified incident reports will be processed. The ticket system and e-mail channels are generally available to customers outside of service hours.

### **3.2.3 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 begins with the start of the next service period.

The response time ends when d.velop has responded to the report, for example with information about processing of the incident or a workaround solution, or with further queries about the incident report.

The following response times apply for the various priority levels:

- Priority 1 (critical) 4 hours
- Priority 2 (urgent) 8 hours
- Priority 3 (normal) 24 hours
- Priority 4 (not urgent) 48 hours

### **3.2.4 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.

## **4 Updates**

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 GTC) are regularly remedied, even beyond the agreed liability period for defects.

## **5 Documentation and help articles**

On the d.velop service portal, 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
- Information about planned features and bug fixes in new versions
- Discontinuation of software (product end of life, or EOL)

## **6 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:

### **6.1 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.

The technical contact is responsible for the customer's internal support service, which assists users regarding 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 (currently at <https://portal.d-velop.de/registration/en>) by entering the necessary data.

### **6.2 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:

- Which specific customer is submitting the incident report?
- How is the fault manifested? What is not working anymore?
- Is the fault traceable and reproducible, and if so, how?
- Which software is 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. the URL accessed, log files, screenshots, configuration files
- A priority level from 1 to 4 along with an explanation, in particular regarding how many users are affected, the business impact and the urgency

### **6.3 Maintaining system requirements**

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

- Maintaining system requirements
- Providing the technology necessary for using third party products with the d.velop apps, in particular an internet connection and a device (e.g. smartphone, tablet, notebook) with an up-to-date browser.

## 7 Unauthorized use

The customer shall not use the cloud and SaaS 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 and SaaS products, in particular if these block, modify, copy or overwrite the services provided by d.velop
- Using the d.velop cloud and SaaS products to process documents, files or data that contain malware or viruses, or attempting to impair the cloud and SaaS 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.

## 8 Additional d.velop services to be commissioned separately

At the customer's request, d.velop will be happy to provide a quotation for the following additional services:

- Support with operation, including monitoring or administration, for example as a "managed service"
- Processing of incidents that are not due to a software defect or for which d.velop is not responsible
- Extended service hours, either ongoing or on specific days/weekends
- Reduced response times
- Standard or custom training for users and administrators
- Other services, e.g. assistance with configuration, customizing and integrations