

Service-level agreement for Cloud Services (Cloud SLA)

Chemnitz, January 03, 2019

1 Scope

1.1 This service-level agreement establishes the quality that the Managed Cloud service provided by c.a.p.e. IT must demonstrate.

1.2 The special terms and conditions of business for Cloud Services (Cloud STCs) shall additionally apply.

2 Scope of the services; subject matter of the contract

2.1 Under the Cloud contract, c.a.p.e. IT is obliged to store the KIX components for the client and to allow these to run, and to grant and maintain the client's employees' access to the KIX components (Cloud services).

2.2 The KIX components covered by the Cloud contract ("supported components") shall be specified by the client. Cloud services shall be offered for KIX, KIX Professional (under the Project STCs) and other KIX modules. The components supported in a specific case are set out in the offer and the provisioning notification.

2.3 The Cloud services include the parameters described in the service overview for Managed Cloud.

3 Malfunctions

3.1 c.a.p.e. IT pledges to the client that it will respond to remedy malfunctions. A malfunction exists if the client cannot access a supported component, whether this is due to the supported component not being saved in accordance with the contract, being unable to run due to disruptions in the Cloud environment or due to an employee not being granted access or the access not having been maintained in accordance with the contract.

3.2 A distinction is made between disruption classes "2 – critical", "1 – normal" and "0 – functional request".

3.2.1 2 – critical:

The disruption leads to breakdown of the entire system and related IT systems; the disruption is business critical; the maintenance of data is affected by the disruption; it is no longer possible to work.

3.2.2 1 – normal:

The disruption does not significantly impair the system or individual business-relevant functions; the maintenance of data is not affected; work is hindered but not restricted.

3.2.3 0 – functional request:

There is no malfunction. Rather, there is a request for a change to the system.

4 Reporting of a malfunction

4.1 Malfunctions are reported by means of so-called "calls" (initial reports within the meaning of this contract).

4.2 Calls can be reported by all employees ("caller") of the ordering party who can refer to the service contract, the service contract number or another clear criterion of the service contract.

4.3 Calls can be made via the Internet, e-mail or telephone.

4.3.1 A call via the Internet is the notification of a malfunction by means of a web-based malfunction-reporting system that is provided. It is used for the reporting of malfunctions. A call via the Internet is made via the website stated in the provisioning notification for the service contract.

4.3.2 A call via email is the notification of a malfunction via a central support e-mail address provided for the reporting of disruptions. A call via e-mail is made via the e-mail address stated in the provisioning notification for the service contract.

4.3.3 A call via telephone is the notification of a malfunction via a central telephone hotline for direct communication. A call via email is made via the telephone number stated in the provisioning notification for the service contract.

4.4 Calls can only be made through the agreed communication channels. Calls are possible 24 hours a day, 365 days a year. However, c.a.p.e. IT will only respond to the initial report during service hours. The service hours are the time of supported operation, during which the support team is available for the analysis and correction of malfunctions. This depends on the Cloud package requested. All times outside of service hours are unsupported operations.

The parties shall agree on the response times, which are stated in the offer and its appendix, as well as the service overview for Managed Cloud at the time of awarding the contract.

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4.5 If a call be made by telephone outside of the service hours, the caller shall leave a report message in the configured mailbox. When doing so, the company, surname, first name and contact details must be stated in addition to the description of the malfunction (Subclause 4.6 of this Cloud SLA).

4.6 When making a call via email or the Internet, the caller must report the malfunction with as much detail as possible and make a comment in text form in respect of this. Following the transmission of the comment, c.a.p.e. IT will respond within the framework of the time stipulations under Subclause 5 of this Cloud SLA.

5 Response to calls

5.1 c.a.p.e. IT shall contact the client within the agreed response time following receipt of the call. The response time is the time between the receipt of the call and contact being made by c.a.p.e. IT. The response time always starts during defined service hours and also continues only during service hours. For calls received outside of the service hours, the response time shall commence at the start of the following service hours. Further responses by c.a.p.e. IT to the client shall only occur if new knowledge concerning the progress of the malfunctions comes to light or the disruption has been remedied.

5.2 The parties shall agree the response times, which are stated in the offer and its appendix, as well as the service overview for Managed Cloud at the time of awarding the contract.

5.3 c.a.p.e. IT shall only carry out work under the contract during service hours.

6 Remediation of the malfunction

6.1 c.a.p.e. IT shall endeavour to deal with the malfunction within the resolution time. The resolution time is the time until malfunctions are remedied. The resolution time starts with the response to a disruption (disruption acceptance/contact for queries). The resolution time always starts during defined service hours and also continues only during service hours. The solution is implemented in consultation with the client.

6.2 The parties shall agree the resolution times, which are stated in the offer and its appendix, as well as the service overview for Managed Cloud at the time of awarding the contract.

6.3 The remediation of the malfunction includes delimitation of the cause of the problem, error diagnosis and remediation of the disruption, provided this is possible at reasonable expense. c.a.p.e. IT shall reserve the right to choose the manner in which the malfunction is remedied. If a malfunction cannot be remedied in an individual case, c.a.p.e. IT shall provide the client with a workaround if and to the extent that this is possible.

6.4 If c.a.p.e. IT is waiting for a reply or preparatory work from the client or one of its service providers, the periods of the service parameters of response time and resolution time shall be extended by the respective waiting time.

6.5 If it becomes apparent that the client has caused malfunctions due to defective operation or an improper action on the supported components, or if the client is responsible in some other way, the client shall be liable for the consequences that arise as a result. Furthermore, c.a.p.e. IT may demand that the time spent be remunerated with the hourly rate specified in the contract.

7 Availability

7.1 c.a.p.e. IT shall guarantee to the client the availability and reliability of the KIX components that are hosted by it. Availability is the percentage of a year in which the supported components are available to the client for use. Downtime is the time in minutes during which the supported components are critically affected by a class-2 (critical) disruption. Downtime shall only be added to during service hours.

7.2 The parties shall agree the availability, which is stated in the offer and its appendix, as well as the service overview for Managed Cloud at the time of awarding the contract.

7.3 A year is a period of 365 consecutive calendar days or 8760 consecutive hours during which the Cloud services are provided. The first year shall commence on the day on which an operation-ready system is provided for use and shall end 365 days later.

7.4 System downtimes during data backup, troubleshooting or unexpected downtime shall not be at the expense of the due availability. As a rule, maintenance work shall be carried out during service hours.

7.5 Further and more extensive services (such as a higher minimum availability – high availability – special evaluations or the Cloud of further programs) can be separately agreed between the parties. In this case, the parties shall attach a corresponding amendment or supplementary agreement to this contract, which shall also regulate the remuneration to be agreed between the parties in respect of the provision of the additional services.

8 Legal consequences in case of qualitative service disruptions; fixed-rate compensation

If the supported components are not available to the guaranteed extent (Subclause 7.2 of this Cloud SLA), or if the agreed response time or resolution time has been exceeded, c.a.p.e. IT shall pay fixed-rate compensation. The fixed-rate compensation shall amount to 5% of the contractual value of a calendar quarter (i.e., 5% of $\frac{1}{4}$ of the remuneration for a contractual year) per commenced hour.