

Service Level Agreement (SLA)

This Service Level Agreement (SLA) defines the provision of support for the Operations1 Software and, if the Software is provided as SaaS, the availability. The definition from the GTC apply.

1. Support and updates

- 1.1 Support includes assistance and advice to Customer in resolving problems in the use of the Software, including reviewing, diagnosing, and correcting significant defects and errors in the Software and providing bug fixes, corrections, modifications, changes, enhancements, upgrades and new versions of the Software (Updates) to ensure the functionality of the Software.
- 1.2 Support does not cover problems with or damage to the Software to the extent caused by (i) Customer's negligence, misuse or improper operation; (ii) operation, use or storage/hosting of the Software not in accordance with the requirements of the Documentation or failure to comply with any specifications or limitations provided by Contractor; (iii) modifications to the Software not made or approved by Contractor; (iv) acts of third parties; (v) third party products; and/or (vi) force majeure.
- 1.3 For each request/malfunction report, the Contractor shall indicate a priority according to the criteria defined below at its dutiful discretion. The Contractor may combine redundant fault reports by the Customer that relate to the same fault into one fault report.
- 1.4 The Contractor guarantees the availability and response times specified below for the support. The response time is the time between the first request/fault report by the Customer (by telephone or electronically) and the first response (by telephone or electronically) from the Contractor. Only time intervals during the availability times are relevant for the response time.

Accessibility	Weekdays (except Saturdays) 9:00 - 17:00 (CET)
Phone	+49 69 87009063
E-mail	support@operations1.com
Languages	German, English

Priority	Description	Response time
1 - Show Stopper	When the software stops working and the Customer's business is severely affected	3 hours
2 - Critical	Functionality of the software does not work as described and thus affects the entire software	8 hours
3 - Major	Functionality of the software does not work as described, rest of the software is not affected	48 hours
4 - Minor	Functionality of the software not affected, general question	1 week

- 1.5 The Contractor shall always endeavor and attach the utmost importance to rectifying faults as quickly as possible, but it is not possible to specify and guarantee fixed fault rectification times in advance, as faults may be of a wide variety of types and may have a wide variety of causes. The Contractor shall use its best efforts to remedy faults as quickly as possible and shall regularly inform the Customer about the progress of the fault remedy.
- 1.6 Troubleshooting shall generally be carried out by remote maintenance or by accessing the software hosted by the Contractor. To enable support and software maintenance, the Customer shall grant the Contractor comprehensive and unrestricted access to the software.

1.7 The Customer shall define a support coordinator for each site. Only the support coordinator will contact the Contractor regarding support or report faults.

2. Provision of the Software as SaaS (in the cloud)

The following provision shall only apply in the event that the Software is provided as SaaS in the cloud, hosted by the Contractor:

2.1 Contractor shall make the Software available to Customer in Contractor's system environment in a logically separated account. The Contractor shall make the software available to the Customer for remote access in a secure system environment. A transfer of the software to the Customer shall not take place.

2.2 The software shall be made available to the Customer in its respective current version/release.

2.3 The Contractor shall make the Software available to the Customer with an availability of at least 99 % of the respective calendar month (hereinafter "Minimum Availability"). In this context, the software is available if there is an uninterrupted connection between the servers on which the software is hosted and the transfer point to the Internet and the Customer is able to log in and access the software. The minimum availability does not apply to test and development servers.

2.4 Contractor shall be entitled to access the Software to verify Customer's compliance with the terms and conditions of use of the Software, including compensation; and to perform diagnostics and analysis, and to adjust the settings of the Software to improve the performance and/or security of the Software, provided that such adjustments do not adversely affect Customer's use of the Software; collect system data (not personal data) about the use of the Software for use in identifying and correcting potential defects and errors in the Software; perform statistical analysis; and support research and development.