

## SaaS-Service Level Agreement of plazz AG

### Version 1.0

This SLA regulates the availability of plazz AG's Software-as-a-Service and defines the procedure for carrying out maintenance work as well as incident management for the product “**Polario Campus**”.

#### 1. Definitions

- 1.1. **Downtime** means the total number of hours during which the essential functions of the Service, as defined in the contract, are not available during the service provision period.
- 1.2. **Incident** denotes a critical degradation of service, such as downtime, significant error, or quality degradation.
- 1.3. **Incident Management** denotes the processing of incidents.
- 1.4. **Response time** is the time period in which plazz AG begins to process an incident reported by the customer. The response time does not define the period of time until a reported incident is resolved.
- 1.5. **Incident class** designates the severity of the incident.
- 1.6. **Service provisioning time** denotes the time during which service is provided.
- 1.7. **Contact** means the agreement between the Customer and plazz AG regarding the provision of the SaaS by plazz AG and the use of the Service by the Customer.
- 1.8. **Availability** means that the Customer can perform and use the essential functions of the Service at the Delivery Point as defined in the Contract.
- 1.9. **Transfer point** are the Internet nodes of the data center.
- 1.10. **Maintenance** are all maintenance activities required to keep the Service running, to resolve incidents to the Service, to back up data and/or activities required to improve, enhance or renew functionality to ensure that the Service can be used in accordance with the Contract.

## **2. General provisions**

- 2.1.** This SLA specifies the availability of the service and the supporting service levels. plazz AG shall provide the services described below in accordance with the price list valid at the time the contract is concluded.
- 2.2.** This SLA applies solely to the service provided to customers for productive use and does not apply to non-productive, free and/or trial versions of the service or integration or test systems with unreleased features.
- 2.3.** This SLA is only valid in conjunction with a contract and only comes into force once the customer and plazz AG have concluded the contract.
- 2.4.** All obligations of plazz AG in this SLA apply only to the service provided to the customer at the Transfer point. plazz AG is not responsible for the data transmission from the Transfer point to the customer and/or in the environment of the customer's IT system.

## **3. Availability**

- 3.1.** plazz AG owes the agreed availability of the service at the Transfer point during the service provision period as described in the corresponding offers. Unless otherwise defined, an availability of 98.00% per month is agreed.
- 3.2.** plazz AG is not obligated to make the service available for use by the customer during scheduled maintenance work in the service provision time. If the service is available for use during planned maintenance work in the service provision time, the use of the service is at the customer's own risk. Customers acknowledge that use of the service may be limited in terms of functionality or performance during scheduled maintenance and/or that the service may be shut down or restarted without notice. If the service is made available during scheduled maintenance and there is a reduction in the functionality of the service or a reduction in availability, the customer shall not be entitled to any warranty or damages.

**3.3.** Service availability is calculated using the following formula as a percentage of time during a calendar month during the service provision period.

$$\text{Availability in percent} = \frac{\text{Service provisioning time (h)} - \text{Downtime (h)}}{\text{Service provisioning time (h)}} * 100$$

**Service provisioning time**

Working days      Monday - Friday (excl. holidays in Thuringia)

Working hours      08.00 AM – 06.00 PM CET/CEST

**3.4.** When calculating actual availabilities, downtimes not attributable to plazz AG are considered available times. These harmless downtimes are:

1. Downtime due to planned or unplanned maintenance work;
2. Downtime due to maintenance work agreed in advance with the customer;
3. Downtime due to operational disruptions caused by a force majeure event or other unavoidable events beyond the provider's control, which could not be averted with reasonable effort and could not have been foreseen even with diligent application, which make the provider's obligations under this SLA significantly more difficult or impossible in whole or in part, such as strikes, lockouts, extraordinary weather conditions, power outages, operational or traffic disruptions and transport obstructions, and which relieve the provider from its obligations under this SLA for the duration of such event;
4. downtimes due to virus or hacker attacks, insofar as the provider has not taken the agreed protective measures or, in the absence of an agreement, the usual ones;
5. Downtime due to an incident caused by the customer;
6. Downtime due to software errors in customer applications or due to errors in system and system-related software triggered by customer applications or customer data;
7. Downtime caused by third parties (persons not attributable to the Provider).

**3.5.** The customer must notify plazz AG of any impairment to the availability of the service.

## **4. Support**

### **4.1. Support operating hours**

**Working days** Monday - Friday (excl. holidays in Thuringia)

**Working hours** 09:00 AM –05:00 PM CET/CEST

**Languages** German & English

**4.2.** Support includes a knowledge base and service desk for customer incident reports through tickets or emails via [service@polario.app](mailto:service@polario.app), prioritization of incident reports according to the urgency of the incident, analysis and isolation of the incident.

**4.3.** All time information corresponds to the time valid in Germany (Central European Time (CET) or Central European Summer Time (CEST)).

## **5. Incident Management**

**5.1.** Incident Management includes all activities between the customer and the provider related to the notification and management of incidents until their resolution.

### **5.2. Incident classes**

Incidents within the service are assigned to one of the following incident classes, which determine the target response time.

#### **1 – Critical**

An incident of incident class 1 occurs when the use of the service or essential parts of the service is completely unavailable, e.g. due to malfunctions or incorrect work results.

**Response time – within 24 hours during support hours**

#### **2 – Substantial**

An incident of incident class 2 exists if the use of the service or essential functionalities are severely restricted, e.g. due to malfunctions or incorrect work results.

**Response time – within 48 hours during support hours**

### **3 – Minor**

An incident of incident class 3 exists if minor functionalities of the Service are impaired, such as "nice to have" functionalities or blemishes that do not affect the use of the Service.

**Response time – within 72 hours during support hours**

### **4 – Low**

An incident of incident class 4 exists if the use of the service is not restricted at all, e.g. in the case of questions or improvement requests from the customer.

**Response time – within 120 hours during support hours**

Provider will prioritize and rank incidents at provider's sole discretion, taking into account the foregoing definitions.

## **5.3. Process**

- a) Customers must inform plazz AG immediately of all incidents.
- b) Customers shall notify plazz AG of all incidents via the ticket system or email to the incident Reporting mailbox agreed in 4.2.
- c) Customers shall ensure that the incident report includes the following required information:
  - (1) Name and URL of the instance;
  - (2) Platform used - iOS, Android, web app or content management system;
  - (3) Version of your operating system or browser;
  - (4) Detailed description of the incident to allow reproduction of the incident;
  - (5) Affected service and affected functionality of the service;
  - (6) Date and time of occurrence of the incident;
  - (7) Categorization of the incident by the customer;
  - (8) Which troubleshooting measures have already been carried out by the customer and which and what behavior has occurred as a result of the customer's troubleshooting measures.

- d) As soon as the customer has provided plazz AG with all the necessary information, the solution process begins. plazz AG verifies the categorization of the incident class and makes a final decision on the classification into one of the incident classes. plazz AG then provides the customer with initial feedback within the response times specified in 5.2, according to the respective incident class.
- e) Plazz AG will inform the customer about the elimination of the incident.
- f) Incidents are processed during the specified working days and operating hours
- g) plazz AG provides the customer with an interface for setting support tickets in the ticketing system. plazz AG reserves the right to change the ticketing system at its own discretion due to changed requirements. Use of the ticketing system by third parties, in particular by end customers or suppliers of the customer, is excluded. The ticket language for all tickets is German or English.

## **6. Maintenance**

- 6.1.** The Provider is entitled to interrupt the provision of the Service for maintenance work.
- 6.2.** The Provider will schedule maintenance work in such a way that the customer's use of the service is affected as little as possible.
- 6.3.** The Provider is entitled to perform maintenance work on a regular basis. For this purpose, a weekly maintenance time slot is agreed on fridays 6:00 - 9:00 PM., during which maintenance work can be performed without additional notice.
- 6.4.** Further planned maintenance work is displayed with a lead time of at least 14 calendar days.
- 6.5.** The Provider shall also be entitled to perform unscheduled maintenance of the Service for good cause, e.g. in the event of a threat to Service operation. This includes, in particular, emergency changes, e.g. the installation of security patches, which are necessary to secure and maintain operation and require immediate implementation. Customers shall be notified of such unscheduled maintenance work without delay and it shall be carried out in such a way that incidents in the operating process are kept to a minimum.

## **7. Other**

In all other respects, the provisions of the contract shall apply.

**8. Severability clause**

If any provision of this Service Level Agreement is or becomes invalid or unenforceable in whole or in part, this shall not affect the validity of the remaining provisions of the respective agreement.

March 11th 2022

plazz AG