

Service-level agreement for support (Support SLA)

Chemnitz, January 03, 2019

1 Scope

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

1.2 The special terms and conditions of business for support shall also apply.

2 Scope of services

2.1 c.a.p.e. IT shall be obliged, under the support contract, to provide the services described in the support service overview. A support case shall exist if a malfunction (see Clause 3) has been reported via the route defined in this SLA (first report).

2.2 c.a.p.e. offers support for basic and additional components ("supported components"). The differentiation between basic and additional components is reflected in the remuneration.

2.3 The number of supported systems depends on the chosen support package. This is stated in the support service overview.

3 Malfunction

3.1 A malfunction shall exist if a supported component does not fulfil the function 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 affected 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.

3.3 In addition, c.a.p.e. IT will provide support for client issues concerning use and configuration involving system settings or options of use (Service Requests). These will be classified as "1-normal".

4 Reporting a malfunction; usage and configuration issues

4.1 Malfunctions and usage and configuration issues are reported by means of so-called "calls" (the initial reports in terms of this contract). The number of calls per month contained in the scope of service of the support agreement depends on the support package selected. This is stated in the offer and the support service overview.

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 specified in the notification of provision associated with the service agreement.

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 specified in the notification of provision associated with the service agreement.

4.3.3 A call via telephone is the notification of a malfunction via a central telephone hotline for direct communication. A call via telephone is made via the telephone number specified in the notification of provision associated with the service agreement.

4.4 Calls can only be made via the agreed communication channels. Calls can be made 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. They depend on the service package requested. All times outside of service hours are unsupported operations.

The parties shall agree on the service hours, which are stated in the offer and its appendix, as well as the support service overview 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 Support 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 Support 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 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 next 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 on the response times, which are stated in the offer and its appendix, as well as the support service overview 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 Correcting a malfunction; usage and configuration issues

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 corrected. It 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. The resolution time is defined in the support service overview (see §2.1).

6.2 The remediation of the malfunction includes delimitation of the cause of the problem, error diagnosis and correction 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 corrected. If a malfunction cannot be remedied in an individual case, c.a.p.e. IT shall provide the client with a workaround to the extent that this is possible.

6.3 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.

6.4 If it becomes apparent that the client has caused malfunctions due to incorrect operation or an improper action on the supported components under Subclause 2.1 of the SLA, 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 Legal consequences of non-compliance with the service level; fixed-rate compensation

If the agreed response time or resolution time are 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 ¼ of the remuneration for a contractual year) per commenced hour.

8 Support report

A support report shall always be issued on request. A support report is a report on the processing status of disruptions and queries, as well as the use of service hours and calls.