

Service Level Agreement (SLA) for M+M SaaS

Service Level Agreement (SLA)

Mensch und Maschine Deutschland GmbH (hereinafter „M+M“) and the customer (hereinafter the „Customer“) have agreed on a contract for the provision of Software-as-a-Service (SaaS) from M+M to the Customer (hereinafter the „SaaS Contract“). The following agreements are made in this Service Level Agreement (the „SLA“) to specify the access to the software owed by the SaaS contract in terms of time and technology.

This SLA applies to all fee-based services provided by M+M to the customer as agreed in the SaaS contract. There is no entitlement to services from a Service Level Agreement for free SaaS offers and test accesses.

Service level and remuneration

The service level of the „Standard SLA“ category applies to all services agreed with M+M for the customer in the SaaS contract. The services of the Standard SLA category are covered by the remuneration from the SaaS contract.

The customer can agree on additional services of the service level category „Enterprise SLA“ with M+M by separate agreement in accordance with the price list valid at the time of conclusion of the contract. In addition to the standard SLA category, the „Enterprise SLA“ service level category includes the services listed in Appendix 1 (Enterprise SLA).

Availability and operating times

The service agreed in the SaaS contract is temporally and technically available if the software can be accessed at the transfer point specified in the SaaS contract during the agreed operating time.

All non-time-based performance specifications in this SLA refer to the quality of the software offered to the customer for use at the transfer point as described in the SaaS contract (technical availability). Impairments in the field of data transmission from this transfer point to the customer and/or in the field of the customer's IT system itself are not taken into account.

The availability indicates the percentage of the period covered by the respective service level for which the software is available at the transfer point according to the following criteria in the annual average:

M+M provides the customer with the services agreed in the SaaS contract during the agreed service period, generally during an operating time of 24 hours a day, 7 days a week (the „operating time“), whereby scheduled maintenance work and data backups between 18:00 and 08:00 (CET) do not count as operating time and therefore are not taken into account when calculating the time availability. During the operating time, M+M guarantees 99% availability of the services agreed in the SaaS contract. The time availability actually achieved is calculated as follows.

When calculating the actual availabilities, downtimes not attributable to M+M shall be regarded as available times. These harmless downtimes are

- maintenance or other services agreed with the customer, as a result of which access to the application software is not possible;
- unforeseen maintenance work that becomes necessary if this work is not due to a breach of M+M's obligations to provide the agreed services (force majeure, in particular unforeseeable hardware failures, strikes, natural events etc.);
- downtimes due to virus or hacker attacks, provided that M+M has taken the agreed protective measures or, in the absence of an agreement, the usual protective measures;
- downtimes due to customer specifications, due to non-availability of the customer's equipment or due to other interruptions caused by the customer (e.g. failure of the customer to cooperate);
- downtime extensions caused by the customer blocking console or remote access;
- downtimes due to specifications of the software manufacturer (e.g. installation of urgently required security patches);
- downtimes due to software errors in customer applications or due to errors in the system and system-related software caused by customer applications or data;
- downtimes caused by third parties (persons not attributable to M+M).

Error reporting, restoration of availability

The customer assumes the obligation to report any impairment of availability to M+M without delay. M+M will endeavor to eliminate the impairments immediately. There is no entitlement to restoration of availability if the agreed availability is still within the scope of the guaranteed availability.

The customer may report non-compliance with the availability owed as a fault. The customer shall only report faults that are to be dealt with in accordance with this SLA via the contact form provided or during the service hours Mon. – Fri. (with the exception of public holidays at M+M's headquarters): 08:00 – 17:00 (CET) via the fault hotline given by M+M by employees trained and authorized for this purpose:

Contact form: <https://www.mum.de/loesungen/mum-cloud-services/>

M+M's support E-mail address: support@mum.de

If the customer reports a malfunction, he must immediately provide M+M with all documentation, logs and other information relevant for troubleshooting, in addition to the specific description of the malfunction, and indicate which persons are available to M+M as contact persons at the customer for this malfunction and how they can be reached by telephone. The contact persons must be named in such a way that M+M can always and directly contact one of the named contact persons during the duration of the fault, at least within the customer's business hours.

Upon receipt of a proper fault report from a customer with an Enterprise SLA, M+M will begin analyzing and, if possible, eliminating the fault within the response times specified for the respective service level in Appendix 1 (Enterprise SLA), while adhering to the priority levels specified therein. The work to rectify the fault shall be carried out within the scope of M+M's possibilities and in compliance with its contractual obligations.

It is at the dutiful discretion of M+M which means are used to rectify a fault. An independent claim to the rectification of the fault within a certain time does not follow from the agreement of the response times, irrespective of any claim of the customer to rectification of the fault. Accordingly, the mere expiry of the response times alone does not constitute grounds for default.

The customer shall regularly participate in appropriate product training or otherwise acquire the necessary knowledge for the proper use of the SaaS solution/service. A fault to be remedied by M+M does not exist in the event of impairment of data transmission outside the sphere of influence of M+M, e.g. due to line failure or fault at other providers or telecommunications providers, or a utilization of the provided system capacities contrary to the contract, e.g. due to an excessive number of accesses by the customer. If the customer has reported a fault to M+M and it turns out after an inspection that the fault did not occur within M+M's sphere of influence, M+M may charge the customer for the services provided to identify the fault at M+M's hourly rates applicable to such services, unless the customer could not have recognized, even with the necessary care, that the fault did not occur within M+M's sphere of influence.

Consequences of falling short of availability during operating hours

If the services agreed in the SaaS contract are not actually available to the agreed extent during the operating hours, the customer is entitled to reduce the remuneration as follows:

Actual availability	Reduction in remuneration
Up to [95] %	[0] % Reduction of the annual remuneration agreed in the SaaS contract
under [95] %	[10] % reduction of the annual remuneration agreed in the SaaS contract

If the response and/or remediation deadlines agreed in an Enterprise SLA are not met, the customer is entitled to reduce the remuneration agreed for the Enterprise SLA as follows:

Non-compliance with response times	Reduction in remuneration
Up to five times exceeding 100% of the response time of a Prio 1, 2 or 3 error	[0] % reduction of the annual remuneration agreed in the Enterprise SLA
from six times exceeding 100% of the response time of a priority 1, 2 or 3 error	[10] % reduction of the annual remuneration agreed in the Enterprise SLA

If the services agreed in the SaaS contract are actually available for less than 75% of the agreed scope during operating hours, the customer is entitled to terminate the SaaS contract with a notice period of up to eight weeks to be determined by the customer. This right of termination shall apply accordingly to the Enterprise SLA if the agreed response times have not been met more than three times within a period of eight weeks.

The customer is only entitled to the above rights of termination if he notifies M+M in text form immediately, but at the latest within two weeks of becoming aware of the reduced availability of the service.

Service hotline and support

Customers with a chargeable Enterprise SLA can contact M+M's customer support during service hours for assistance with questions.

The service hours of the service hotline are Mon. – Fri. (with the exception of public holidays at M+M's headquarters): 08:00 – 17:00 (CET).

Customers with the Standard SLA can upgrade to a paid Enterprise SLA at any time.

Term and termination of contract

This SLA comes into force at the same time as the SaaS contract and ends automatically upon termination of the SaaS contract. The right of each party to extraordinary termination for good cause remains unaffected. The duration and termination of an Enterprise SLA shall be governed by the provisions set out in the separate agreement of the Enterprise SLA. Termination of this SLA shall not also terminate the SaaS contract.

Final provisions

In addition to this SLA, the general terms and conditions of M+M apply, which can be accessed, saved and printed out at the following link: <https://www.mum.de/unternehmen/agb>

In the event of conflicting provisions, the provisions shall apply in the following descending order:

- this SLA - incl. Annex 1 (Enterprise SLA)
- the SaaS contract
- the general terms and conditions of M+M
- the statutory provisions.

The customer's general terms and conditions shall not apply to this SLA, even if they are not expressly contradicted. There are no verbal or written collateral agreements to this SLA.

Any transfer of rights based on this SLA by the customer to third parties requires the prior consent of M+M in text form.

The annexes mentioned in this Service Level Agreement are part of the contract.

APPENDIX 1 – Enterprise SLA