



Business Service Level Agreement for the deZem SaaS platform

August 2022

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1 Scope of Validity

This Service Level Agreement (SLA) applies to the SaaS data platform hosted by deZem with all components for data import, data processing and storage as well as the display, over which deZem can have a direct influence. No guarantees can be given for connected field systems or other systems that are not part of the SaaS solution.

2 Definitions

2.1 Service Level

deZem offers two service levels: **Standard** and **Enterprise**.

2.2 Times

- All times refer to the official time at the Berlin location. Berlin public holidays apply.
- The operating time of the deZem SaaS platform is 24/7 within the scope of the contractually agreed availability.
- **Business hours** are the times when deZem handles regular customer requests (Mondays to Fridays, 9 am-6 pm).
- A **working day** refers to an 8-hour interval within the business hours.
- **Maintenance periods** are the times during which necessary maintenance work is carried out on the system, which may affect availability. Availability restrictions based on announced maintenance work do not constitute an SLA violation.
- **Response time** is the time for the first contact by a deZem employee after receipt of a fault report.
- **Recovery time** is the time that elapses from the receipt of the fault report until the notified elimination of the fault.

2.3 Malfunctions

A malfunction that prevents operation exists if subcomponents of the system cannot be reached without an alternative being available for this period. If the failure of a component is compensated for by redundancy, there is no malfunction. A malfunction that prevents operation is present if non-critical system components are not available.

2.4 Availability

The achieved availability is calculated over the contractually defined period (e.g. one year) as follows:

$$\text{Availability [\%]} = (\text{Period [365 d * 24 h]} - \text{Downtime [h]}) / \text{Period [365 d * 24 h]} * 100$$

3 Service Level

The two service levels, **Standard** and **24/7**, both offer the same availability and differ only in terms of accessibility and response times.

	Standard	24/7
Availability	99,9 % per year	99,9 % per year
Hotline	during business hours	24/7
Support	Hotline	Personal contact
Maintenance announcement	> 72 h beforehand by system message	> 72 h beforehand by personal message
Response Time		
Operation-preventing control	< 4 h during business hours	< 2 h during business hours < 12 h out of business hours
Control system hindering operation	< 8 h during business hours	< 2 h during business hours < 72 h out of business hours
Recovery Time		
Operation-preventing control	< 12 h during business hours	< 12 h also outside of business hours
Control system hindering operation	< 3 working days	< 72 h also outside of business hours
Service Tracking	-	Regular status reports via e-mail or telephone

4 Customer's duty to cooperate

deZem reviews all security concepts on an ongoing basis and adapts them to the current state of the art as required; adjustments to interfaces may become necessary in the process. To enable smooth operation, deZem always endeavors to allow all customers a transition period of at least three months. In cases where migration is particularly difficult (many decentralized field devices without the possibility of remote update), necessary adjustments will be communicated as early as possible.

In case of malfunctions in the communication from or to customer devices, the customer is obliged to cooperate in finding the cause. Only faults for which deZem is responsible are relevant to the SLA.

5 Reasons for exclusion

In addition to the violation of the duty to cooperate, the following reasons also lead to the non-application of the SLA:

- Force majeure
- Default of payment by the customer
- Factors that deZem cannot directly influence (hacker attacks on infrastructure components (data center, networks, hardware), DDOS attacks)
- Network failures that occur outside the sphere of influence of deZem
- Disruptions that are predominantly the fault of the customer or third parties