

Cloud Services (SaaS) from Hilscher Gesellschaft für Systemautomation mbH (Headquarter) 10/2021

Service Level Agreement (SLA)

1. Definitions

The General Terms and Conditions of Hilscher Gesellschaft für Systemautomation mbH shall apply to all circumstances which have not been regulated in this SLA or to which they do not apply.

1. Service levels generally are different classifications that are agreed upon in a service level agreement and offered by Hilscher Gesellschaft für Systemautomation mbH as an included or additional service depending on the product.

2. Maintenance time is the time during which maintenance work is carried out on cloud services and infrastructure, which may affect the response times of the cloud services.

3. Response time is the time between the receipt of an unavailability message and/or fault message by the customer and the first contact by an employee of Hilscher Gesellschaft für Systemautomation mbH due to this message. Contact shall be deemed to have been made when an unavailability message or fault message is sent as described in §6 „Unavailability messages and fault messages“.

4. The fault clearance time is the time agreed upon in the SLA during which the fault must be eliminated by Hilscher Gesellschaft für Systemautomation mbH. This shall begin at the earliest with the qualified message by the customer according to the terms of this SLA.

5. A qualified fault message includes

a. the customer number and ID number generated in the portal in case of a basic or business account, or the domain ID in case of a booked enterprise service.

b. the name and call-back number of the technically and legally qualified person as defined in §8 Obligation to cooperate.

c. a description of the characteristics of the fault, which is highly detailed and sufficient for eliminating the fault.

6. "Fault" means that the infrastructure itself is accessible and thus available, but the services/response times are impaired.

7. "Unavailability" means that the infrastructure itself is not accessible.

2. Service Level

Hilscher Gesellschaft für Systemautomation mbH does not offer its customers differentiated service levels. For this reason, this SLA regulates the general aspects of the Hilscher Cloud Services. This SLA is valid for all Cloud Services offered by Hilscher Gesellschaft für Systemautomation mbH.

Any agreements deviating from this SLA shall be in writing only.

3. Availability

If the availability of a service is not otherwise or adequately defined in its service description, the following provisions on availability shall apply.

Hilscher Gesellschaft für Systemautomation mbH guarantees an average availability of 99.9% based on the availability granted by Microsoft Azure Cloud Services.

The average availability in this SLA does not include the downtime planned for software upgrades and other maintenance tasks.

The availability shall not include downtime due to circumstances for which Hilscher is not responsible, e.g. unforeseeable events which could not have been prevented even by exercising reasonable care; downtime caused by the customer or interruptions due to requirements of third-party software products.

The availability always applies within a calendar month. A fault or unavailability is always attributed to the calendar month in which it first occurred. Compensation can only be claimed for this calendar month.

4. Fault clearance

Fault clearance excludes consulting, software development, training and troubleshooting of equipment and connectivity.

Fault clearance shall take place in direct dialogue between the customer of Hilscher Gesellschaft für Systemautomation mbH who has purchased a product containing the Hilscher Cloud Service and the service employee of Hilscher. Parallel communication with other Hilscher employees will lead to delays during the fault clearance, which are not taken into account in the response time according to the terms of this SLA.

A fault clearance has taken place when normal operation has been restored or a mutual agreement has been reached that normal operation cannot be achieved due to functional limitations or other reasons or the customer no longer responds within one calendar week.

If during the fault clearance it is determined that this can only be carried out with a high expenditure of time and material, Hilscher Gesellschaft für Systemautomation mbH shall be entitled to bring about the fault clearance by an equivalent alternative solution which eliminates the cause of the fault.

5. Maintenance

All maintenance will be announced by e-mail. Plannable maintenance work will be announced to the customer at least 72 hours before the start by e-mail or on the landing page of the portal, or on the Hilscher website www.hilscher.com and the knowledge base kb.hilscher.com. In addition to the planned scope, the message shall include the planned date with time and the expected duration, as far as the circumstances objectively allow. If possible, scheduled maintenance will be carried out outside normal business hours (e.g. on weekends) or at times of low use.

Any unavailability of the Hilscher Cloud Services based on announced maintenance times shall not be taken into account within the scope of this SLA.

To reduce unscheduled maintenance work, Hilscher Gesellschaft für Systemautomation mbH endeavors to ensure availability through regular maintenance and care measures. Unscheduled maintenance work serves to maintain the proper operation of the infrastructure or takes place due to security gaps which acutely affect or could affect the infrastructure and which require immediate action. An unavailability or fault caused by unscheduled maintenance work shall not be taken into account in the calculation of availability unless they are due to legal obligations of Hilscher Gesellschaft für Systemautomation mbH.

6. Unavailability messages or fault messages

The customer of Hilscher Gesellschaft für Systemautomation mbH who has purchased the product containing the Hilscher Cloud Service must send the unavailability or fault message with a sufficient description by telephone via the number +49 (0)6190 9907-998 or by an e-mail to lloTSupport@hilscher.com. Each e-mail must contain a telephone number of a technical contact person of the customer. If for any reason, a telephone message is not possible, an e-mail must be sent to the mentioned mail address. Each e-mail received via this address enters the ticket system and will be confirmed with an automated reply. If no reply is received, special circumstances are to be assumed due to which the overall availability of the services can only be guaranteed to a limited extent and which are not covered by the SLA. A message by telephone leads to the creation of a ticket for which an e-mail address of the contact person has to be given.

Unavailability and fault are to be distinguished from each other and their respective elimination are independent processes. This also applies to faults that are not directly related and if one fault covers another. The reaction time of each independent unavailability and fault shall begin only after the clear message and confirmation by the customer.

Unavailability and fault messages received by other means will neither be taken into account nor processed.

7. Reaction time

Unavailabilities and faults are reported during business hours from Monday to Thursday from 09:00 am to 3:00 pm and Friday from 09:00 am to 2:00 pm CET/CEST with the exception of public holidays in Hessen / Germany.

Support will be provided in German or English. The initial response will be provided before the end of the next business day.

8. Obligation to cooperate

The customer acknowledges that the performance of adequate fault clearance depends on the completeness and accuracy of the information provided by the customer. The customer further acknowledges that certain requests may not be supported, whether due to limitations or other reasons, that alternative solutions may have to be implemented, and that a solution cannot be guaranteed for every request.

If an unavailability or fault has been reported, queries may become necessary to clarify the circumstances as to diagnosis and fault clearance. A technically and legally appropriate contact person of the customer must therefore be reachable via the telephone number provided in the message after the message has been sent and respond promptly to e-mails sent to keep the fault clearance time to a minimum. This contact person must have sufficient authority to take decisions with regard to the Hilscher Cloud Services and the data stored therein. An unavailability or fault message is considered received only after its receipt has been confirmed via the ticket system to the stored e-mail address. The case number stored in the ticket system and communicated by the confirmation must be mentioned in all correspondence.

If the fault cannot be eliminated because the customer fails to cooperate, the time between the unsuccessful attempt to eliminate the fault and the consultation with the customer, until the customer has given sufficient cooperation, counts as availability not as fault elimination time.

The customer acknowledges that it may be necessary for Hilscher Gesellschaft für Systemautomation mbH to have access to the customer's data to carry out the fault clearance.

The customer is responsible for informing himself about any planned maintenance via:

- the portal admin side
- the Hilscher website www.hilscher.com
- the knowledge base kb.hilscher.com
- regularly checking the e-mail address deposited

for the announcement of planned maintenance.

9. Changes

Hilscher Gesellschaft für Systemautomation mbH reserves the right to change this SLA at any time and without stating reasons. The respective current version is publicly stored in the portal and on the homepage www.hilscher.com. The SLA terms and conditions shall then apply in principle to all interactions that will be performed after they come into force. By using the Cloud Services, the user conditionally agrees.

The customer has to accept or cancel the new SLA via the account settings in the Cloud Services within 30 days after it has come into force. If the user objects, Hilscher Gesellschaft für Systemautomation mbH is entitled to terminate the Hilscher Cloud Service products covered by the SLA without notice.

10. Exclusion

This SLA does not apply in the event of a delay in payment of the customer, in the event of circumstances of force majeure, or due to attacks by third parties on the infrastructure of the services offered and the services of Hilscher Gesellschaft für Systemautomation mbH.