Business Service Level Agreement (SLA) of ACA Advanced Computer Advertisement GmbH

Version 3.3 / 2023-05-16

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1. Goal

Quality and transparency are extremely important to ACA Advanced Computer Advertisement GmbH, and not just for its products. Very high quality and the greatest possible transparency also play a key role for us in the areas of service and support.

For these reasons, we have defined this Service Level Agreement, which specifies the quality of certain services that ACA Advanced Computer Advertisement GmbH offers its customers in the area of SaaS.

The Service Level Agreement defines the availability of the infrastructure and availability of booked services guaranteed by ACA Advanced Computer Advertisement GmbH as well as guaranteed response times for inquiries and response and recovery times in the event of faults. The Service Level Agreement is an integral part of the contract between ACA Advanced Computer Advertisement GmbH and its customers.

2. Scope of application

a. This Service Level Agreement contains the supplementary provisions between the provider ACA Advanced Computer Advertisement GmbH, Zuppinger Straße 18, 88213 Ravensburg (hereinafter referred to as "**ACA**") and its customers (hereinafter referred to as "**Customer / Customers**") regarding the availability of the services provided by the provider for the performance of maintenance work, support availability and incident management. Further services such as, in particular, instruction, training and individual adaptation of the software must be agreed separately in writing. In addition to the Service Level Agreement, the General Terms and Conditions of ACA Advanced Computer Advertisement GmbH apply.

b. If the Customer already receives products or services from ACA on the basis of an earlier agreement, the amended or supplemented Service Level Agreement shall also apply to these products or services with immediate effect and thus replace the previous version of ACA's Service Level Agreement. If the Customer orders further products or services from ACA in the future, the following Service Level Agreement shall also apply to these future products or services.

c. ACA expressly reserves the right to make reasonable changes to this Service Level Agreement. The Customer will be notified of any changes by e-mail and publication on the ACA website. Any amendments are deemed approved and become part of service contracts if the Customer does not object to them in text form (e.g. e-mail, letter, fax) before the amendment comes into effect.

3. Duration/termination

This Service Level Agreement begins and ends automatically with the concluded SaaS agreement, i.e. without express termination.

a. If the Service Level Agreement does not end automatically and termination is therefore required, this termination must be in writing to be effective.

4. Definitions

For the terms printed in bold below, the definitions given apply to the Service Level Agreement:

- "**Downtime**" refers to the period during which the Customer has no access to the SaaS service, apart from scheduled and regular maintenance times. The downtimes are measured in minutes and directly influence the availability of the service. However, the following situations are not considered downtime under this Service Level Agreement (SLA):
    1. Planned downtime: This refers to the period during which the SaaS service is not available for planned maintenance work, upgrades or similar. These times should be announced in advance and are usually scheduled outside of peak business hours to minimize the impact on the Customer.
    2. Failure of the Customer's own IT infrastructure: If the Customer's IT infrastructure, such as servers, networks or other systems, fails and access to the SaaS service is prevented as a result, this is not regarded as downtime of the SaaS service.
    3. Failure of the Customer's own hardware, software or network connection: Similar to the Customer's IT infrastructure, if failures or problems with the Customer's hardware, software or network connection prevent access to the SaaS service, this is not considered downtime.
    4. Unforeseeable events: Events beyond the control of the provider, such as natural disasters, terrorist attacks or other force majeure events, are not considered downtime.
    5. Internet outages of the Customer: If the Customer is unable to access the SaaS service due to problems with their internet service provider, this is not considered downtime of the SaaS service.
    6. Situations beyond the control of the provider: Any situation or event beyond the control of the provider, including, but not limited to, acts of third parties, government restrictions and other similar events, will not be considered downtime.

- "**Planned downtime**" is the downtime for planned maintenance work.
- "**Operating hours**" at ACA are from Monday to Friday from 09:00 to 17:00 (excluding public holidays in Baden-Württemberg and December 24 and 31 until 12:00). All other times are unsupervised operating times. (See also Section 6 of this Agreement).
- "**Emergency maintenance**" is maintenance scheduled by ACA and announced less than 5 working days in advance. ACA can schedule emergency maintenance if it is deemed essential to prevent an imminent threat to the environment.
- "**Scheduled maintenance**" refers to maintenance work that is required when ACA detects an issue in the server environment that needs to be resolved to prevent unscheduled maintenance work. ACA reserves the right to carry out major maintenance work in the server environment, which may affect the SaaS service. Such maintenance work is announced at least 5 working days in advance, unless the circumstances require unscheduled maintenance, for example if external suppliers inform ACA of a change less than 5 working days in advance. Scheduled maintenance work takes place outside of business hours.
- "**Regular maintenance**" means maintenance to ensure the highest availability for all Customer systems. Regular maintenance includes updates, releases or changes. Regular maintenance work is carried out outside business hours.

- "**Response time**" refers to the period until confirmation of the reported defect by ACA, from receipt of the information required from the Customer by ACA support. The response time depends on the product and fault class. Response times are divided into outside supervised operating hours and within supervised operating hours.
- The "**targeted solution time**" is calculated from the receipt of the notification of the defect by ACA and the granting/establishment of access to the Customer's productive system for analyses or after provision of the necessary data by the Customer.
- "**Working days**" are the weekdays Monday to Friday.
- "**Service levels**" denote the fault classes. The ACA distinguishes between 4 different fault classes. Critical (Class 1), Major (Class 2), Minor (Class 3) and Trivial (Class 4). Explanations and examples are explained in the paragraph "Service Level" (Section 7 of this Agreement).
- "**Escalation management**" and "**task force**" is an additional control mechanism that can move problem solving or approaches in a certain direction.
- "**Availability**" is calculated over the contractually defined period and is valid for the supervised operating times
- "**UAT**" is the User Acceptance Test, which must be carried out by the Customer before a new release or change request can be implemented in the production environment.

5. Scope of services

The basis for the services and conditions defined in this Agreement are the business hours specified in Section 6 of this Agreement. Orders are accepted and processed according to the times specified there. In general, we at ACA Advanced Computer Advertisement GmbH understand support services as follows:

a. Incident management / product troubleshooting

If a user encounters a fault relating to the product or receives a fault message, software support is available to investigate and resolve the problem. Incident management takes effect and priority is given to restoring the function as quickly as possible (temporary solutions / workarounds). If an immediate final solution is not possible, temporary solutions or workarounds will be provided until the problem is resolved. If the fault can be definitively rectified from the outset, no further measures need to be planned.

b. Problem management

Task force and escalation management teams (internal or external, depending on the product) are formed if the fault cannot be definitively resolved from the outset.

c. Change request

If the Customer requires adjustments to existing functions and/or systemic processes in the applications and their outputs covered by this Service Level Agreement, these will be accepted for execution within the framework of the conditions agreed herein. They must be submitted to the Customer for approval and commissioning in a formal offer letter. Every implemented change or service request requires acceptance by the Customer (UAT).

d. Service request in connection with the service catalog (Annex 17.3)

If a service request is included in the service catalog, it will be invoiced separately according to the prices stated in the service catalog. Every implemented service request requires acceptance by the

Customer (UAT). The implementation on the Customer's productive system is only carried out after this acceptance.

    e.   General questions and support requests

Users may also have general questions about using the software or require support with certain functions that have not been covered by previous training. The support team is there to answer these questions and assist users in their work. If a support employee identifies a knowledge gap, he is authorized to offer the Customer training. The training offer must be submitted to the Customer for commissioning in a formal offer letter.

6. Operating hours

    a.   Supervised operating hours

Availability	
09:00 am – 5:00 pm*	x
Extended supervised operating hours*	On request

* Except for public holidays in Baden-Württemberg and December 24 and 31 until 12:00

    b.   All other times that are not part of the supervised operating hours are charged at cost (Annex 17.3).

    c.   ACA performs fault analysis / fault processing during the supervised operating hours specified in Section 6.1 of this Agreement. The Customer records the faults via the contact form in the ACA service portal. ACA does not accept fault notifications directly (faults are recorded in the ACA ticket system). Only if the service portal is unavailable can a software fault be reported by the Customer by e-mail to support@rentconcept.com or by telephone to 0751/201879-77 and the fault will be accepted by ACA.

7. Service level

| Fault class	Definition
Critical (Class 1)	System operation is prevented (system function is not guaranteed); the faulty function cannot be circumvented by workarounds according to the Customer's current state of knowledge. System operation is prevented (system function is not guaranteed); the faulty function cannot be circumvented by workarounds according to the Customer's current state of knowledge. (Examples: backend or portal is not available, login of active users in the application is not possible).
Major (Class 2)	System operation is severely impaired (essential parts of the system do not work); working around the fault involves considerable effort. (Examples: core functions in front of the Customer, e.g. booking reservations, rental start or rental end do not work).

Minor (Class 3)	System operation is impaired (e.g. individual modules of the system do not work); working around the fault involves considerable effort. (Examples: monthly invoice, managing vehicles, deleting a data record does not work).
Trivial (Class 4)	System operation is impaired (without hindering functionality); the fault occurs rarely or the workaround is associated with little effort. (Examples: In the portal, the layout display in a browser type supported by the system is not correct, focus/control/cursor is not correct, filter in a search mask does not work correctly, text in the reservation confirmation is not correct).

8. Response times

The response times depend on the respective fault class and are calculated from receipt of the notification of the fault by ACA and the granting/establishment of access to the Customer's productive system for analyses; ACA responds to the fault message within the following time (the supported operating times specified in Section 6.1 of this Agreement apply):

Response time	
Critical (Class 1)	2 hours
Major (Class 2)	4 hours
Minor (Class 3)	8 hours
Trivial (Class 4)	16 hours

a. Examples of response times:
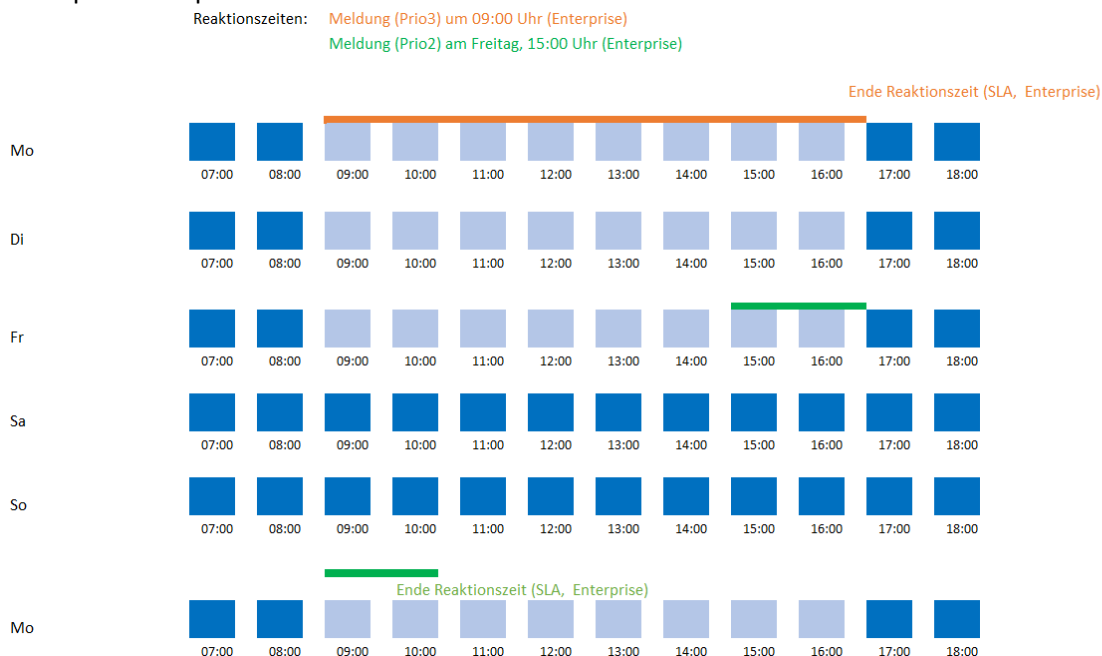
Response times:
Message (Priority 3) at 09:00 (Enterprise)
Message (Priority 2) on Friday, 15:00 (Enterprise)
End of response time (SLA, Enterprise)

In this example, we show you that we offer a delayed service during non-supervised operating hours.

9. Target resolution time

The target resolution times are based on the respective fault class and are calculated from the receipt of the notification of the fault by ACA and the granting/establishment of access to the Customer's productive system for analyses or after provision of the necessary data by the Customer; ACA aims for the following resolution times, taking into account the operating times specified in Section 6.1 of this Agreement:

Target resolution time	
Critical (Class 1)	The target resolution time is a maximum of 8 hours. If a fix is required to rectify the fault, the aim is to deliver this as a bug fix release after approval by the Customer after a maximum of 4 further hours.
Major (Class 2)	The aim is to make the fix available as a bug fix release. If this is not possible, delivery will be sought in the next regular service pack.
Minor (Class 3) + Trivial (Class 4)	The aim is to make the fix available with the next release, or alternatively with the following service pack or release.

10. Escalation management (internal/external task force) – service tracking

Escalation management is an additional control mechanism that can move problem solving or approaches in a certain direction.

A task force is also set up for the escalation management of a Priority 1 report. The task force consists of the responsible service level managers. Service level managers are roughly divided into team management, management and executive management. The respective team leader escalates to the manager, who escalates further to the executive management, depending on the escalation level.

The tasks of the task force are:

- Regular status reports every 45 minutes, by telephone or via Teams meeting

- Initiation of further necessary steps

Escalation management / task force / service tracking	
ACA internal	x
ACA and the Customer	x

11. Languages

- German
- English

12. Availability

The availability achieved is calculated over the contractually defined period (e.g. 1 year) as follows:

Availability in %

=

((Period in hours [365 days * 24 hours] – downtime in hours) / (period [365 days * 24 hours])) *100

Example calculation (downtime 10 hours: ((365*24 – 10) / (365*24))*100 = 99.88%

Availability	
	99.8%

13. Contact / fault reporting

Contact / fault reporting	
ACA service portal	x
E-mail	x
Phone	x
Jira ticket system	On request

14. Responsibilities and obligations of the Customer to cooperate

In order that the services defined in the Service Level Agreement can be provided, the Customer is responsible for providing and ensuring the following obligations to cooperate free of charge:

- o Provision of the necessary remote support infrastructure if required (on the Customer side)
- o Designation of responsible roles (persons with key user expertise) for the ACA solutions in use
- o Designation of responsible roles (persons with key user expertise) for the entire IT infrastructure and peripheral systems
- o Provision of ACA with the latest information, such as personnel changes to the persons authorized to issue instructions, by e-mail
- o Documentation of emergencies and deficiency reports (written

descriptions, screenshots etc.) and transmission via contact form or ticket system
- o Use of a valid software version approved by ACA (specified and documented in the ACA GTC)
- o Use of an internet browser in accordance with the minimum requirements of the software (specified and documented in the ACA GTC)
- o Reporting all incidents immediately to the Support Helpdesk via the contact form or ticket system
- o The Customer must support ACA in solving a defect in the software or a request within the scope of its possibilities

15. Penalties

Neither penalties nor bonuses are agreed in this Service Level Agreement. Malus regulations are taken into account in the General Terms and Conditions (Section 6 of this Agreement).

16. Written form / severability clause

a. Any amendments, supplements, or the partial or complete rescission of the Contract must be made in writing. This also applies to a waiver of these written form clauses.
b. Should individual provisions of the Service Level Agreement or parts of provisions be or become void or ineffective, all other provisions of the Service Level Agreement shall remain in full force and effect. The Parties undertake in good faith to replace the ineffective or invalid provision with a valid and enforceable provision that comes as close as possible to the original provision.
c. The place of performance for all obligations arising from this Service Level Agreement is the registered office of ACA Advanced Computer Advertisement GmbH.

17. Annexes

a. Annex 1: General Terms and Conditions
https://www.remoso.com/legal/agb?file=files/docs/legal/202404%20Allgemeine%20Gesch%C3%A4ftsbedingungen_remoso%20GmbH.pdf&cid=140803
b. Annex 2: Contract Data Processing

c. Annex 3: Service Catalog (still in progress)

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