

# Agreements as to the Service Level for estos Online Services

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The following agreements as to the Service-Level (SLA) for estos online services are made exclusively in connection with the estos provisions for online services. Together with the product description as to your online subscription and the General Business Terms and Conditions of estos they make up the estos online subscription contract (together the „contract“).

Should we not be in a position to fulfill or sustain the service levels defined in this SLA, you are possibly eligible for a credit on the paid fees.

## 1. Scope of validity / exclusion of contradictory General Business Terms and Conditions

These provisions do not apply to consumers in the sense of § 13 German Civil Code.

The validity of contradictory General Business Terms and Conditions is expressly refused.

## 2. Support Services

### 2.1. Support Access

We provide technical support on working days – Monday to Friday – from 09:00 a.m. to 12:00 noon and from 13:30 to 17:30 p.m. over the telephone on +49 (8151) 36856-177 and / or online via our ticket system on <https://helpdesk.estos.de>.

### 2.2. Error Evaluation

The prioritization of incidents is effected primarily according to weighting of the error situation of our products.

### 2.3. Response Times

Evaluation Level	Response Time
P1 – critical	8 hours
P2 – major	32 hours
P3 – normal	64 hours
P4 – trivial	-

### 3. Assertion of Incidents/Claims

#### 3.1. Registration of Incidents/Claims

For an incident/claim to be considered, it needs to be registered with the estos customer support together with all required information. For checking the incident/claim we need at least, but possibly not exclusively:

- (i.) An informative description of the incident
- (ii.) point in time and duration of the incident
- (iii.) information relating to concerned users (e.g. number, sites, servers)
- (iv.) information relating to the reproducibility of the incident
- (v.) a description of which steps you have taken to solve the problem.

#### 3.2. Notification Period

In order to have the right to claim a credit, incidents have to be reported to us until 10 calendar days after their occurrence at the latest.

### 4. Restrictions

Exempted from the SLA are problems with regard to the performance or availability of the online services that:

- (i.) are due to incidents beyond our control (e.g. natural disasters, governmental measures, administrative decisions, blockades, war, and other military conflicts, mobilisation, civil unrest, terror attacks, strike, lockout, and other industrial unrest, confiscation, embargo, failure of network or apparatus outside our computer centers, amongst others at your site or between your site and our computer center).
- (ii.) are due to the use of hardware, software, or services of third parties, which were not provided by estos (amongst others insufficient bandwidth, software faults in third party applications).
- (iii.) are due to the use of estos software that is not part of the online service subscription.
- (iv.) are caused by the use of a service, in which you even though having been asked to do so have not changed your use.
- (v.) occur during the use of demo, test, and presentation versions.
- (vi.) are caused by unauthorized actions of third parties, or their omission, whilst using your access data.
- (vii.) occur through default in the configuration, non-compliance with the system requirements or our published help documents or use of the service in a way not agreed upon (e.g. use of unsupported incidents).

5. Credits

5.1. General Notes

In the cases regulated in the following under 5.2 and 5.3, if the respective conditions are given, i.e. in particular upon failure of an amendment attempt through estos, the user can claim as minimum amount the respective named credit. Insofar as estos is still eligible for payment claims (due or not yet due), estos can offset these with the credit, otherwise the credit is paid to the user.

5.2. ProCall Mobility Services

5.2.1. Downtime

The period of time in which a user cannot perform any registration with a ProCall Enterprise Client at the associated UCServer using the online service.

5.2.2. Monthly Online-Service Period (in Per Cent)

The calculation is effected with the following formula:

$$\frac{\text{user minutes} - \text{downtime}}{\text{user minutes}} * 100$$

The user minutes are calculated from the total number of the users available in the concerned month, multiplied by the total number of minutes of this month. The downtime is the length of the incidents, multiplied by the total number of users concerned.

5.2.3. Credit

For calculation of the credit the fee paid in advance for the use of the online services is distributed evenly over the months of the runtime (monthly fee) and granted on the fee of the month concerned.

Monthly Online Service Period	Credit
< 99 %	10 %
< 95 %	25 %
< 90 %	100 %

5.3. ProCall Web Communication Services

5.3.1. Downtime

The period of time, in which unambiguous selections on contact portal or business card do not result in a connection with the associated UC Server.

5.3.2. Monthly Online Service Period (in Per Cent)

The calculation is effected with the following formula:

$$\frac{\text{user minutes} - \text{downtime}}{\text{user minutes}} * 100$$

The user minutes are calculated from the total number of the unambiguous site views made in the concerned month, multiplied by the total number of the minutes of this month. The downtime is the length of the incidents, multiplied by the number of unambiguous site views concerned.

### 5.3.3. Credit

For calculation of the credit the fee paid in advance for the use of the online services is distributed evenly over the months of the runtime (monthly fee) and is granted on the fee of the month concerned.

Monthly Online Service Period	Credit
< 99 %	10 %
< 95 %	25 %
< 90 %	100 %