

# SERVICE LEVEL AGREEMENT PLAZZ AG



#### 1. INTRODUCTION

This Service Level Agreement (SLA) is concluded between the provider (hereinafter 'plazz AG') and the customer (hereinafter 'customer'). It defines the standards and service levels that the provider must fulfil as part of the provision of the Software-as-a-Service (SaaS) solution.

# 2. OBJECT OF THE SLA

The provider makes the SaaS solution available to the customer, which enables the customer to use the software/app via the Internet.

#### 3. SERVICE LEVEL AND AVAILABILITY

**Availability**: The provider guarantees an availability of the SaaS solution of **98% per month** during the event period. Maintenance work on the app/platform during the event is excluded with the exception of critical maintenance work.

**Maintenance window**: Planned maintenance work that may lead to temporary unavailability will be announced at least **48 hours in advance**.

#### 4. SUPPORT

**Support times**: The Provider offers support on working days from Monday to Friday from **09:00 to 17:00 CET**.

**Response time**: The Provider will respond to reports of critical faults sent to the email address (service@plazz.ag) within **8 hours** during support hours.

With booked remote event support during the ongoing event: The provider will respond to all support requests within **30 minutes** during the agreed support times.



## 5. EXCLUSION CRITERIA

The plazz AG SLA does not cover any problems or incidents arising from the following points:

- > Through the use of third-party services
- > Due to general Internet problems, problems with the network connection or IT infrastructure on site
- > By using the Services in a manner inconsistent with the Agreement
- > Through the use of third-party systems or actions or omissions by third parties (e.g. DDoS attacks)

## **6. POWER MEASUREMENT**

The provider's performance is measured on the basis of the following criteria:

- > Response time
- > Troubleshooting time
- > System availability

## 7. OBLIGATIONS OF THE CUSTOMER

The customer undertakes to support the provider in the provision of the services, in particular by:

- > Provision of necessary information and materials
- **>** Compliance with the agreed terms of use of the software

# 8. DATA PROTECTION AND SECURITY

The Provider shall take all necessary measures to ensure the security and confidentiality of the data provided by the Customer in accordance with the General Data Protection Regulation (GDPR).



## 9. LIABILITY AND WARRANTY

The Provider's liability for damages resulting from the use of the SaaS solution is limited to intent and gross negligence.

#### 10. TERM AND CANCELLATION

This SLA comes into force upon signing and remains in force for the period of use of the application.

## 11. FINAL PROVISIONS

Amendments and additions to this SLA must be made in writing. Should individual provisions of this SLA be or become invalid, this shall not affect the validity of the remaining provisions.