

Service Level Agreement

I. General information

(1) This Service Level Agreement (SLA) outlines the service standard for operation of the services commissioned from telegra GmbH.

(2) The operational performance parameters in accordance with item III of this SLA describe the services rendered by telegra in order to sustain or restore the provision of services owed to the client. The technical performance parameters in accordance with item IV of this SLA describe the performance and availability of the technical systems and applications used by telegra.

II. Definitions

Business hours	Monday to Friday, 8.30 am to 5.30 pm, with the exception of German national holidays and public holidays in the German state of North Rhine-Westphalia.
Support service availability	The time period during which trained personnel are available for support purposes and during which services, in particular fault clearance services, are carried out.
Response time	Time within the support service availability in which the client is given a first interim report after receipt of the report or within which the client reporting the fault is informed of an identified fault.
Fault	A fault is a technical interruption or negative change to the services provided within the area of responsibility of telegra.
Fault clearance time	The fault clearance time is the time period during which fault elimination takes place. It begins with notification of a ticket number to the client and ends with sending of a notification of fault rectification to the client.
Maintenance work	Regular maintenance windows are overnight between 12.00 am and 6.00 am, even if they are unannounced.
Working day	Monday to Friday, with the exception of German national holidays and public holidays in the German state of North Rhine-Westphalia.

III. Operational performance parameters

Within the scope of the existing technical and operational capabilities telegra shall rectify faults on their technical equipment identified by monitoring equipment or reported by the client. In this regard, telegra shall provide the following services in particular:

1 Service times

(1) telegra shall receive faults diagnosed by monitoring equipment or reported by the client during support service availability, shall begin with problem analysis and fault elimination, shall provide the client with an initial interim result within the specified response times and shall rectify the fault.

(2) telegra's service times are as follows:

Fault report acceptance	24/7
Support service availability	24/7
Fault clearance and repair work	24/7

2 Faults

(1) Faults are categorised according to priority; categorisation shall be determined by telegra.

- **Highest priority 1:** use of the product is not possible on account of serious technical software or hardware problems or key functions are limited to the extent that it is equivalent to unusable.
- **High priority 2:** use of the product is possible, but individual or multiple key functions are limited in terms of their functionality and/or quality at least temporarily on account of technical software or hardware problems.
- **Low priority 3:** use of the product/the contractual software is possible, but some of its functions appear to be impaired.

(2) Faults diagnosed by telegra

telegra shall inform the client, if required within the response time agreed under point III. 2, para. 4, of any priority 1 or 2 faults reported to telegra by the monitoring equipment. An e-mail shall be sent to the appropriate and separately notified contact persons indicating the ticket number and:

- The service(s)/product(s) affected,
- The potential cause of the fault,
- The anticipated downtime.

Once the fault has been rectified, the client shall receive notification of the fault's rectification by e-mail specifying the cause of the fault, provided that this has been diagnosed at the time.

(3) Faults reported by the client

- Fault reports from the client can be received 24 hours a day from Monday to Sunday.
- During business hours, the client may make use of the customer service hotline. During these times, faults may also be reported by e-mail. Outside of service hours, faults may only be reported using the support service hotline.
- Fault reports are received by the support service and passed on to the corresponding escalation levels. Only contact persons nominated by the client are authorised to report faults and obtain information using the service hotline.
- telegra uses a ticket system to manage and document faults. Each fault is given a unique ticket number, of which the client shall be informed.
- The client reports the fault using the service hotline set up by telegra, together with the information required for pre-qualification of the fault by telephone or by e-mail. After receiving the qualified fault report, telegra shall open a 'Trouble Ticket' and inform the client of the ticket number by e-mail.
- The ticket number provided to the client must be specified with each enquiry relating to the fault in question. The ticket number must be provided in the subject line of all e-mails.

(4) Response and fault clearance times

Priority	Response time	Average fault clearance time
Highest priority 1	1 hour	8 hours
High priority 2	2 hours	48 hours
Low priority 3	8 hours	2 weeks

3 Fault clearance time

- (1) The fault clearance time begins with notification of a ticket number by telegra and ends with sending a notification of fault rectification.
- (2) Times for maintenance work, delays caused by the client or third parties and periods during which force majeure prevents fault clearance work from being carried out are not taken into account when calculating the fault clearance time. The same also applies to times for the rectification of faults not in the range of services of telegra.
- (3) The fault clearance time is adhered to if the fault is rectified within the agreed fault clearance time (item III. 2, para. 4, 3rd column) at least to the extent that the key functionalities of the commissioned services are restored. This is the case even if the key functions are made operable by a previous release or reasonable workaround, e.g. of the software used, and notification of fault rectification has been provided. The fault clearance time is also adhered to if a fault in the network of another network operator is determined as the cause of the fault.

4 Escalation

- (1) Faults received undergo an established handling process.
- (2) telegra shall inform the client of the contact persons for each escalation level, who shall serve the client in their different roles.
- (3) In the event that fault clearance of the technical connection does not take place within the specified average fault clearance time, the client shall be entitled to elevate the escalation level of the fault in question by contacting the escalation contact person nominated by telegra.
- (4) Elevation of the escalation level shall lead to prioritised handling of the fault; a reduction in the fault clearance time is not, however, guaranteed.

5 Fault processing and conclusion

- (1) Where possible, the fault shall be rectified by means of remote maintenance and/or replacement of faulty components (e.g. in the case of a router) with functioning replacement parts or a replacement device on the client's premises. All requisite activities shall be coordinated by the support service.
- (2) The client shall be informed when the fault has, in the view of telegra, been rectified. The client shall be informed of the cause of the fault by e-mail. After sending this notification, fault time measurements shall be terminated.

- (3) The client can confirm fault rectification within 24 hours. If confirmation is not received, the fault ticket shall be closed without further consultation. The time taken to receive any client feedback is not taken into account when calculating the fault clearance time.

6 Third-party equipment

- (1) These services relate solely to services/products commissioned by the client from telegra. Third-party equipment (e.g. internet connection) that is outside of the service range of telegra or that does not form part of the commissioned product shall not be included. Similarly, faults in networks of other network operators are not covered by this Agreement.
- (2) If, as part of the fault clearance process of a fault reported by the client, it appears that the fault is not within the range of services or area of responsibility of telegra and has been caused by the client, telegra reserves the right to charge the client the agreed hourly rate for all work involved in attempting to clear the fault as well as for all subsequent clearance attempts on account of the same cause.

7 Maintenance work

- (1) To preserve the quality of highly available and high-performance services, changes (e.g. updates) and improvements to the infrastructure, the hardware, the software, applications and processes used are required. These activities shall be carried out in specific time windows.
- (2) Predictable access or backbone maintenance work shall generally be carried out between 12.00 am and 6.00 am between Sunday and Thursday. Emergency changes shall, if possible, also be carried out in this time.
- (3) In the event of predictable access and backbone maintenance work, telegra shall inform the client five calendar days beforehand using the telegra Control web tool. In the event of unpredictable urgent fault rectifications, information shall be provided at short notice where possible.
- (4) During the maintenance windows, telegra shall be entitled to put its technical equipment out of service to the extent necessary.

8 Obligation of the client to cooperate

- (1) The client shall work with telegra and lend all objectively necessary cooperation to aid fault rectification. In particular, the client shall provide telegra with access to all information and software to which telegra requires access for fault rectification.
- (2) telegra shall not be liable if fault clearance proves unsuccessful or is delayed on account of the client failing to cooperate or provide information, or failing to do so promptly. Such delays shall not be taken into account when calculating the fault clearance time.
- (3) The power supply for the components provided and other requisite power-operated devices shall be the responsibility of the client, except in the case of telecommunications system components hosted by telegra. The client shall bear all costs and expenses unless assumption of costs by telegra is expressly provided for in this Agreement.

IV. Technical performance parameters

1 Availability

- (1) The average availability offered by telegra for the following products is as follows:

Connection and handling of calls	
Provision and scheduling of calls	97.5%
Services provided	99.0%
Services	
Virtual telephone system (software and hardware)	99.0%
ACD system (software and hardware)	99.0%
Web-based operator and user interfaces	95.0%

(2) Availability refers to the availability at the transfer interface of telegra to the public internet or public voice network and is calculated as follows:

% availability = $[1 - (\text{sum of minutes in calendar year in which the product was not usable (downtime in acc. with priority 1)} : \text{sum of minutes in calendar year})]$.

(3) The following are not taken into account when calculating downtime:

- Times for maintenance work,
- Times during which force majeure prevents fault clearance work from being carried out on the reported faults,
- Delays induced by the client or a third party.