

# Service Level Agreement

## for the SaaS application hotelkit and the associated app for mobile devices

entered into by and between

- A. hotelkit GmbH (FN 378467 w), with its seat in Salzburg and the business address at Marie-Andeßner-Platz 1, 5020 Salzburg, Austria (hereinafter referred to as “hotelkit GmbH”);
- and
- B. the Client, as indicated in the General Terms and Conditions (hereinafter referred to as the “Client”, hotelkit GmbH and the Client jointly referred to as the “Parties” and each a “Party”)

as follows:

### Preamble

In connection with the services provided under the General Terms and Conditions, hotelkit GmbH commits to the service levels set out in this Service Level Agreement (hereinafter referred to as the “SLA”). hotelkit GmbH strives to exceed the service levels described herein and achieve the best possible service levels.

## 1 Purpose

1. This SLA applies exclusively to the provision of the SaaS application regulated in the main contract as well as access via the associated app (“software platform”) by hotelkit GmbH to the customer on the basis of the General Terms and Conditions and is not transferable to other agreements between the parties.
2. If the SLA contains provisions that contravene those of the General Terms and Conditions, the latter’s provisions shall take precedence.
3. Maintenance and support will be provided by hotelkit GmbH to the Client during the Term as outlined in the General Terms and Conditions and in particular includes the following services:
  - a. Provision of the Software-Platform: These is a cloud-based software solution specifically designed for internal Operations and Collaboration. hotelkit offers various modules and functions that can be used in for different purposes. The software aims to increase efficiency and service quality by improving internal communication and coordination.
  - b. Development/provision of Software-Platform updates (Optimization, functionality, operational reliability, data security)
  - c. Hosting and operation of server infrastructure to provide the Software-Platform  
The provision, maintenance and administration of the software is completely taken over by hotelkit GmbH. The infrastructure is provided by third-party providers (as shown in §6.3)
4. The provision of the systems such as smartphones or computer systems by hotelkit GmbH required to use the Software-Platform and suitable internet connections are expressly excluded from thisSLA.

## 2 General security measures, monitoring

1. hotelkit GmbH constantly takes measures to improve the security of the Software-Platform and the data it stores on its servers. The measures taken by hotelkit GmbH are regularly checked for their effectiveness and updated accordingly.
2. hotelkit GmbH continuously monitors the server environment of the Software-Platform using

suitable technical aids for the early detection and documentation of capacity bottlenecks, attacks, and malfunctions.

### 3 Support hours

1. Working days in Austria are banking days, usually Monday to Friday, excluding public holidays in Salzburg.
2. hotelkit GmbH shall be available for the Client during the following support hours: Monday to Friday, except Austrian public holidays: 9:00 am to 5:00 pm (CET/CEST).
3. hotelkit GmbH provides customer support in English and German language.

### 4 Communication channels

If the Client detects a malfunction, it shall immediately inform hotelkit GmbH. The following communication channels are available to the Client:

1. Contact via **telephone**: The Customer Success Team can be reached during the support hours (§3) by telephone:
  - +43 662 238080**
  - +49 89 21547200**
  - +34 91 9034590**
2. Contact via the **feedback form**: It is possible to send a message within the Software-Platform In the browser version, use the SUPPORT button on the right; in the app, use the menu item Feedback.
3. Contact via **email**: Send an email to support@hotelkit.net

### 5 Support service levels

hotelkit GmbH will acknowledge and respond to all support tickets as specified in the table below. The Client acknowledges that resolution times may vary depending on the complexity of the reported problem and/or nature of the required solution. Accordingly, the Client acknowledges and agrees that the below resolution times are for reference only and not guaranteed by hotelkit GmbH. hotelkit GmbH's failure to meet resolution times does not constitute good cause for the termination of the General Terms and Conditions.

#### 1. Code issues

A Severity Level issue typically indicates a critical problem in your code that needs immediate attention and resolution. These types of issues can have severe consequences and may lead to system failures, security vulnerabilities, or data loss. The Severity Levels defined by hotelkit GmbH are explained below. A more detailed allocation can be found in *Table 1: Response and Resolution Time*.

##### 1.1 Severity Level 1

The browser-based interface of the Software-Platform is inaccessible, and the app fails to load any content, rendering the use of the Software-Platform entirely impossible. Furthermore, the reference response time exceeds 60 seconds for more than 2 minutes, or at least 50% of the reference response time measurements have failed over a period of more than one minute.

##### 1.2 Severity Level 2

A majority of clients are unable to utilize certain components of the Software-Platform.

### 1.3 Severity Level 3

The Software-Platform is generally functional, with only minor issues affecting certain sub-functions, like content creation or comment voting, for a small group of clients. Additionally, some clients may experience delays in accessing the browser-based interface due to server-side errors, and a few clients might face slow loading or content unavailability in the app. The main problem arises when the reference response time exceeds 30 seconds for more than two minutes or consistently goes beyond 15 seconds over a 5-minute period.

hotelkit GmbH is obliged to initiate measures to eliminate the error as soon as it becomes known to hotelkit GmbH. For urgent errors, the Client states a deadline for measures to be initiated (response time) and/or remedied (resolution time).

Table 1: Response and Resolution Time

Severity Level *	Issue Description	Response time		Resolution time	
		Business hours	Outside business hours	Business hours	Outside business hours
Severity 1	a) The Software is Unavailable, <b>OR</b> b) Key component(s) of the core Software functionality is not working AND no workaround is available, <b>AND</b> c) It affects >80% of a Client's Authorized Users	0,5 hours	4 hours	2 hours	6 hours
Severity 2	a) Core functionality of the Software is not working, BUT workaround exists, <b>AND</b> b) IT affects > 50% of a Client's Authorized Users	8 business hours		24 business hours	
Severity 3	a) Non-Core functionality of the Software is not working. The Issue does not directly impact a User ability to use the Software <b>OR</b> b) It affects < 50% of a Client's Authorized Users	16 business hours		-	

- I) The severity level of a error may be adjusted to reflect its actual impact in accordance with the criteria for severity. If longer response or resolution times are specified for the new level, these will apply based on the original time at which the error became known. If the change in category shortens the acceptable resolution time, the time at which the severity level was changed shall be used to calculate the new response and/or resolution time.
- II) If delivery or distribution of the Software-Platform via a third party provider is necessary in order to resolve the issue and this results in delays over which hotelkit GmbH has no influence, this delay is excluded from the resolution period.

## 6 hotelkit GmbH obligations

1. hotelkit GmbH shall make reasonable efforts to ensure a high-level usability, availability, and security of the Software-Platform and comply with the parameters specified herein.

2. At the request of the Client, error reports shall be issued in a suitable form.
3. If hotelkit GmbH commissions subcontractors to provide services required for provisioning of the Software-Platform, e.g. provision of servers, data centre space, communication networks, or gateways, hotelkit GmbH undertakes to conclude service level agreements with these providers that correspond to the provisions agreed herein and/or take other measures to ensure that compliance with this SLA can be guaranteed. The following subcontractors have been commissioned:

Table 2: hotelkit GmbH commissions subcontractors

No.	Contractor / Service	Third-party SLA		
		Guaranteed availability	Response time Business hours	Response time Outside business hours
1	<b>1&amp;1 IONOS SE</b> Provision of virtual servers for live environments and load balancing (Karlsruhe, Germany)	99,95 % monthly average	max. 60 minutes	max. 60 minutes
2	<b>Diva-a NEXT GmbH</b> Provision of rack & dedicated servers for live environments and load balancing (Frankfurt a. M., Germany)	99,50 % annual average	max. 2 hours	max. 4 hours
3	<b>ANEXIA Internetdienstleistungs GmbH</b> Provision of virtual servers for load balancing (Vienna, Austria)	99,50 % monthly average	max. 60 minutes	max. 60 minutes

**Measures to increase availability:**

Increased redundancy through the use and permanent availability of two independent, mirrored live systems from different, economically independent operators (geo-redundancy); concerns Nos. 1 and 2

## 7 Client obligations

1. The Client shall inform hotelkit GmbH in the event of malfunctions or complete failure of the Software-Platform and support hotelkit GmbH's troubleshooting efforts if necessary.
2. It is the customer's responsibility to ensure that their technology infrastructure meets current standards.

## 8 Exclusions

The following errors and restrictions are expressly excluded from the SLA, the calculation of the guaranteed availability, and the response and resolution times:

1. Disruptions due to force majeure or due to events for which hotelkit GmbH is not responsible, including in particular strikes, lockouts, official orders, the failure of communication networks and gateways of other operators, disruptions to services provided by telecommunications companies, etc., whether they occur with hotelkit GmbH or its cooperation partners or subcontractors.
2. Malfunctions and failures caused by or when using outdated software, if hotelkit GmbH was not responsible for such use. An App is out of date if the respective software manufacturer has

discontinued active support for the software or software version used, has marked it as outdated, or the software does not otherwise meet the current state of technology.

3. Disruptions caused by behaviour contrary to the SLA on the part of the Client.
4. Delays in troubleshooting that arise due to the lack of support for troubleshooting on the part of the Client, insofar as this lack of support was the main reason for the delay.

## 9 Claiming Service Credits

1. To initiate a complaint, the customer must submit a request to support@hotelkit.net within 30 days of the month in which the response time and/or resolution time did not meet the appropriate severity level.
2. The request should include the following:
  - a. Use "SLA Claim" as the subject of the request.
  - b. Specify the dates and times for which Service Credits are being requested.
  - c. Include any relevant information that supports the claimed Unavailable Time, Response Time, or Resolution Time. If Service Credits are granted, they will be issued for the Customer's future use exclusively. Refunds will not be provided, and these Service Credits cannot be transferred to another hotelkit customer or applied to any other account.
3. We will utilize all reasonably available information to assess and make a good faith determination regarding the eligibility of a Service Credit based on the claim.

## 10 Service Credit Calculation

In the event that the Support Service Level fails to meet the First Response Time and/or Resolution Times within a given calendar month and hotelkit GmbH is responsible for this, taking into account the regulations in §8, hotelkit GmbH will issue a Service Credit. The calculation of the Service Credit will adhere to the following:

1. If the response and resolution time agreed in §5 is exceeded, the customer may be granted a credit note in the amount of 5% of the monthly fee per commenced time unit (in accordance with the table in §5), which can only be used for following payment periods.
2. a credit note is limited to 15% of the current monthly fee. This also applies if several independent errors lead to a large number of exceedances of the parameters.
3. the credit is limited to the contract months in which the named parameters were exceeded.