

Standard Terms of Service for Online Software Services (SaaS) for USU Service Management modules and components from USU GmbH

1 Availability

1.1 USU GmbH (a) makes the agreed services available for SaaS in accordance with the order, these service conditions and the terms of use, (b) provides support in accordance with the services defined here, and (c) provides the online services 24 hours a day, 7 days a week with an availability (SLA) of 99.5%. This does not apply to the non-availability of the system in the event of announced maintenance and servicing work and circumstances beyond the control of USU GmbH.

1.2 Definitions:

(a) Available - Authorized users may access the Service.
 (b) Permitted non-availability - are announced maintenance and servicing work, as well as circumstances that are not the responsibility of USU GmbH. These include force majeure, general failure of the Internet, errors in the customer infrastructure (e.g. no access to the Internet from the customer network, unavailable VPN connections, insufficient firewall settings, ...), changes to the Service without the involvement of USU GmbH (e.g. through customizing, changes to the interfaces, ...), network break-ins, denial of service attacks or other unauthorized interventions or attacks by third parties.
 (c) Maintenance and servicing work - are activities such as maintenance of the software by hotfixes, new releases, customer-specific adaptations and/or replacement of hardware components or system configurations to maintain security and availability.

(d) SLA for availability (%) - is calculated and reported monthly from the ratio of the time (in hours) at which the service is available (uptime) to the sum of the maximum possible service time minus the time of permitted non-availability in percent.

Example (fictitious): for the month of May: maximum possible service time = 31 days * 24 hours = 744 hours, time for announced maintenance window = 2 hours, measured failure = 1 hour.

SLA calculation:

Uptime = maximum possible service time 744h minus permitted non-availability 2h minus downtime 1h = 741 divided by relevant service time = maximum possible service time 744h minus permitted non-availability 2h = 742h results in an SLA of 99.86%.

2 Support

2.1 Service support hours are Monday to Friday from 8 a.m. to 5 p.m. CET/CEST, except on national public holidays.

2.2 Faults are classified when they occur. A malfunction shall be deemed to prevent business if the use of the software is not possible or if the use is unreasonably restricted for more than one user, the malfunction has a serious influence on the business transaction and there is no workaround. A maximum response time of 30 minutes shall apply in the event of business disruptions. Within this reaction time the customer is contacted. A standard response time of four hours applies to non-business prevent disruptions.

2.3 The customer's fault reports are sent to the USU Support Center via web ticket. If errors prevent business, the customer must also call the USU Support Center telephone hotline.

If malfunctions are discovered by USU, the incident is documented as a ticket by the USU Support Center and the customer contact partners are additionally informed by e-mail and, in cases where business is hindered, by telephone.

2.4 Maintenance/repair work on USU Service Management will be announced by e-mail, stating the expected duration in advance, but at least 14 days before the start, and will take place during the main operating hours Monday to Friday from 8 a.m. to 5 p.m. CET/CEST. If the end of the maintenance work is reached, a final notification takes place. Maintenance work outside the above times is subject to a charge.

3 SLA Reporting und Monitoring

3.1 The availability and usability of our systems is monitored by suitable USU monitoring systems.

3.2 Service availability (SLA) and support tasks are evaluated on a monthly basis. The availability reports are made available to the customer contact persons on request.

4 Release Upgrade, Hotfixes

4.1 The monthly SaaS fee includes one release change every 30 months for each USU Service Management installation and the installation of the current hotfix status twice a year. In consultation with USU, the customer can choose when and whether to go along with a release change. However, USU reserves the right to carry out a release change in consultation with the customer at the latest when technical requirements of the release currently in use are no longer supported or errors can only be corrected by new releases.

4.2 The customer's obligation to cooperate: Since the Customizing functionality can be used to extend the basic scope of the USU software according to the customer's requirements, these extended functions must be checked for executability each time they are migrated to a new release and adapted if necessary. To this end, the customer needs to be adequately involved. The current version of the USU Service Management Customization Guidelines of USU GmbH must be followed.

5 Place of service provision

The place of the service provision is in Germany. This means that the data center in which the infrastructure for the SaaS applications is located is located in Germany.

6 Miscellaneous

6.1 The Service Agreement for SaaS services may be supplemented by other general terms and conditions of USU GmbH, if these are referred to in the SaaS program certificate.

6.2 Should individual provisions be or become invalid in whole or in part, this shall affect neither the validity of the other provisions nor the validity of the contracts based on these Terms of Use as a whole. An invalid provision shall be replaced by a provision that comes as close as possible to the desired economic purpose.

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