Service Level Agreement (SLA)

for Legal Twin Contract Insights

03/2025

Preamble

The following provisions of this Service Level Agreement (SLA) specify the individual agreement concluded between STP Informationstechnologie GmbH (STP) and contractual partners (Customer) relating to the maintenance of the software. This SLA applies only to the designated software solution and not to other solutions, whether provided in conjunction with or associated with it, under a different name.

This SLA concretizes, in particular, the General Terms and Conditions regarding the provision of software within rental agreements for on-premises and cloud-based solutions and takes precedence over them. However, the provisions of the individual agreement shall prevail in case of any conflict with this SLA, unless the individual agreement specifies a different order of precedence.

General Provisions for Error Resolution

Error Resolution under Software Maintenance and Rental

If a software maintenance agreement has been concluded or the software provision includes maintenance, STP will correct errors reported by the Customer within a reasonable period of time.

Error Reporting

Errors must be reported by the Customer to STP via email or phone. The error report must include the following information:

- Name and address of the Customer (organization),
- Specific designation of the module in which the error occurs,
- Detailed description of the steps that led to or triggered the error,
- Description of the error using screenshots, logs, or similar evidence,
- Date and time of error detection,
- Indication of reproducibility (Yes/No), and
- The Customer's own assessment of the priority level.

Priorities

STP will handle all reported errors in accordance with the response times below and inform the Customer of progress. Error symptoms are classified as follows:

Priority	Response time	Characteristics
Priority I urgent Operations are interrupted	Response time 6 hours	• The software is completely or largely non-functional, or • Further use may lead to data loss or corruption, or • A critical functional area is affected and urgently required, and • No workaround exists.
Priority II High Busineess operations is impaired	Response time 24 hours	• Use of the license software is significantly restricted by the incident (e.g. failure of individual (non-central) functions, functional restrictions) and • There is no workaround to bypass the incident.
Priority III low no impact on operations	Response time 48 hours	• The use of the license software is not or only insignificantly restricted by the incident. • Malfunctions can be bypassed

The response time is calculated from the time the customer's error message is received by STP. The decisive factor for the assignment of an error message to an error class/priority is the existence of the characteristics specified in the error description. The customer's error message must always contain the priority given according to the customer's assessment. Despite the customer's obligation to make an initial assessment, the final and binding prioritization is always the responsibility of STP. However, if the error reaches a higher priority level according to the customer's assessment, the customer must inform STP immediately.

The assessment shall take place during STP's core business hours (Monday - Friday with the exception of national holidays) from 08:00 to 18:00. An assessment outside core business hours may be agreed between the parties in individual contracts. In this case, the customer must ensure sufficient cooperation and pay the additional charges incurred for these services.

Upon receipt of a proper error report from the customer, STP shall begin analyzing the error within the specified response time at the latest and, if possible, begin to rectify the error. At the customer's request, STP shall also provide the customer with a non-binding estimate of the time likely to be required to rectify the error after it has been reported.

Troubleshooting

STP shall rectify errors in the software reported by the customer within a reasonable period of time in accordance with the following provisions. Reasonable is the period within which STP can analyze and eliminate the reported errors without culpable delay, taking into account its order situation and the availability of suitable employees.

STP may, at its own discretion and taking into account the prioritization carried out, eliminate any errors that occur by taking the following measures:

- Provision of software adaptations online, to be installed by the customer. This regularly includes the provision of software components ("patches"),

- Troubleshooting via remote access to the customer's systems, through which the software itself can be modified or its settings changed,

- advising the customer on how to circumvent the errors or rectify them,

- in the event that the aforementioned measures are not possible or do not promise success, by troubleshooting on site.

In the case of errors of the lowest priority level, rectification may, at STP's discretion, be postponed to the next suitable time by providing a software adaptation, at which time STP will make other extensions and/or modifications available in accordance with its planning.

Service availability

STP undertakes to provide the service with a monthly average availability of 99.5% during STP's business hours (Mon.-Fri. 08:00 - 18:00). Availability is the customer's ability to use the agreed core functionalities of the service in question. To measure availability, STP uses a monitoring system that automatically checks the service. This takes place every 1 minute using various technical procedures. The results of the test represent the measured system availability (https://status.stp-cloud.de).

Excluded from the availability are maintenance windows, processes initiated by the customer that cause downtimes (customer processes) and downtimes due to force majeure.

- Planned maintenance work (maintenance windows) is carried out outside business hours (Mon-Fri, 18:00 - 08:00) and at weekends. STP shall inform the customer of planned maintenance work at least 48 hours in advance.

- Processes such as restart, stop, start, failover etc. that cause downtimes are excluded from the availability calculation (customer processes).

- Events that are beyond STP's reasonable control, such as Internet disruptions beyond STP's control or other circumstances for which STP is not responsible, do not count as downtime (force majeure).

Availability is calculated on the basis of the monthly average service availability, rounded down to the nearest full minute, and is calculated as follows:

$$\text{Availability \%} = \frac{\text{Agreed service availability in hours - Downtime in hours}}{\text{Agreed service availability in hours}} *100\%$$

Service credits

Service credits are the sole and exclusive means for customers to resolve performance or availability issues under the contract and this SLA. These credits can only be applied as credits to the fees paid for the respective service for which the agreed service level was not achieved. Unilateral offsetting of the service fees payable by the customer due to performance or availability problems is not possible. In the case of services purchased as part of an edition/package or other individual offer, the service fees and the service credit will be calculated pro rata for each service.

If availability falls below 99.5% in any month, STP shall pay a contractual penalty in the form of service credits calculated as follows:

Availability percentage	Service-Credits
<99,5%	10%
<99,0%	25%
<98,0%	50%
<95,0%	100%

To claim service credits, the customer must contact customer support and provide the following information:

- Description of the incident

- Time and duration of the downtime

- Number and location of affected users (if applicable)

Service credits must be requested by the end of the month following the month in which the incident occurred. STP will review all available information and decide whether to grant a service credit. If the claim is valid, STP will issue the credit within the next two billing cycles. STP will only offset service credits against future payments to be made by the customer. Service credits are only credited if the credit amount for the corresponding monthly billing cycle is greater than ten euros (€10).

In the event of multiple service level violations due to the same incident for a service, you must select a service level under which you assert the claim. Only one service credit is allowed per service and time period, unless otherwise specified in the SLA.

Changes to the SLA

STP reserves the right to amend this SLA. The customer shall be notified of changes in writing at least 30 days in advance. If the customer does not agree to the changes, they have the right to object to them in writing by post or email before the 30 days have expired.