

Annex

Annex A: Service Level Agreement

Applies to the Master Agreement for IT Services No.

204532-20415

1 Subject

1.1 Purpose and content

The Service Level Agreement settles the standby times and the reaction times for service hours between the contract parties.

2 Fees

2.1 Base rate

The base rate for the Service Level Agreement is a lump-sum, monthly fee that is charged quarterly in advance. The amount of the base rate depends on the existence of an own IT division with at least one fulltime employee at the customers location.

Monthly fee base rate for 1000 users in CHF	948.29
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Without further details, the base rate includes the maintenance standby step 1 with reaction time standby step 1.

2.2 Standby maintenance

In the context of this Service Level Agreements (SLA), the contract parties define the following maintenance standby times:

<i>choice</i>	<i>level</i>	<i>standby time</i>	<i>factor</i>
	1	Monday - Friday 8:00-12:00 und 13:15-17:15	1
X	2	Monday - Friday 7:00 – 22:00	1.2
	3	Monday - Saturday 7:00 – 22:00	1.4
	4	Monday - Sunday 7:00 – 22:00	1.6
	5	Monday - Saturday 24 hours	1.8
	6	Monday - Sunday 24 hours	2

2.3 Reaction time

In the context of this Service Level Agreements (SLA), the contract parties define the following reaction times.

2.3.1 Callback

<i>choice</i>	<i>level</i>	<i>standby time</i>	<i>factor</i>
X	1	1 Stunde	1
	2	0.5 Stunden	2

2.3.2 Remote access

<i>choice</i>	<i>level</i>	<i>standby time</i>	<i>factor</i>
X	1	4 hours	1
	2	2 hours	1.2
	3	1 hour	1.5

2.3.3 On site

<i>choice</i>	<i>level</i>	<i>standby time</i>	<i>factor</i>
X	1	16 hours	1
	2	8 hours	1.4
	3	6 hours	2
	4	4 hours	3

2.4 Place of fulfillment

The base rate includes one place of fulfillment for the supply of services of this Service Level Agreement. Without further details, the contract address of the customer is classified as place of fulfillment. Every further place of fulfillment must be mentioned explicitly. The following fee table applies for further places of fulfillment:

<i>choice</i>	<i>level</i>	<i>standby time</i>	<i>factor</i>
X	1	1	1
	2	2 – 5	1.4
	3	6 – 10	1.7
	4	> 10	2

Location:

Customer

Street
CH-Zip City

2.5 Maintenance object

In the context of this SLA, SKYPRO supports the customer in the following products:

1. Product A
2. Product B
3. Product C
4. Product D
5. Product E

SKyPRO guarantees to obtain at any time the required expertise about these products to assure a professional support.

2.6 System health Service

Included in this contract is a bimonthly system health examination which includes the following services:

1. complete eDirectory health check
2. all necessary eDirectory repairs
3. complete health check of all IDM drivers
4. investigation of all IDM trace files for warnings and errors
5. if necessary restart and cache resynchronization of drivers
6. generating of a system health summary

<i>Description</i>	<i>fee</i>	<i>period</i>	<i>monthly fee</i>
Complete System Health Service	1'800.00	6 month	300.00

2.7 Total Fees

The monthly fee for the Service Level Agreement consists thus as follows:

<i>description</i>	<i>level</i>	<i>factor</i>	<i>subtotal</i>
base fee			948.29
standby	2	1.2	189.66
reaction time callback	1	1.0	0.00
reaction time remote	2	1.2	189.66
reaction time on site	2	1.4	455.18
locations	1	1.0	0.00
system health check			300.00
monthly fee			CHF 2'082.78
quarterly fee	payable in advance excl. VAT		CHF 6'248.35

3 Charging

3.1 Invoice

The fee for this Service Level Agreement is invoiced quarterly in advance. The invoice is due within 30 days.

3.2 Forfeiture of services

If the charged fee is not paid within the due date, SKYPRO is entitled to cease the services out of this contract. The services of this contract are resumed immediately after receipt of the payment.

3.3 Hour charging

The provided service hours are invoiced separately and monthly on T&M bases or after each service on demand. The provided service hours can be charged at reduced rates with a service subscription. Claims against a statement must be submitted within 10 days. Thereafter, the invoice is considered as accepted.

3.4 Working hours

The regular working hour for SKYPRO employees is 8 (eight) hours per day from Monday to Friday, in consideration of legal holidays at the operation site. Services beyond these periods are subject to special rates. The provided service hours are charged against the service subscription. Working hours beyond the office hours are multiplied by the factor corresponding to the table below.

operating time	factor
Monday – Friday 06:00 – 20:00	1
Monday – Friday 20:00 – 23:00	1.25
Monday - Thursday 23:00 - 06:00	1.5
Friday 23:00 – Saturday 23:00	1.5
Saturday 23:00 - Monday 06:00 (and federal holidays)	2

3.5 Travel time

Travel time is classified as working time.

4 Warranty of quality

4.1 Operation capability

SKyPRO provides services to restore the operation capability of programs or IT devices. It carries this out as specialist in that way that the purpose of the device or the program is obtained.

4.2 Correction of defects

Announced defects are classified as corrected,

1. as "repeatable" defects, if they do not occur again under identical circumstances.
2. as "not repeatable" defects, if they do not reoccur in three operations or the longest within one month.

4.3 Fulfillment

If the defined times of the annex are not observed in a service, the customer has the right to obtain a single credit of 50% of the charged fees for this month. In case of recurrence in the same month, the fee for this month falls away.

Any liability of SKyPRO or of third parties consulted by SKyPRO for further direct or indirect damages is explicitly excluded.

4.4 Availability

The Service Level Agreement does not guarantee any availability of programs or devices. Availabilities can be guaranteed by an additional maintenance agreement on demand.

4.5 Restriction

SKyPRO cannot take the guarantee that all serviced components can be applied permanently and faultless in all combinations that the customer demands.

5 Arrangements

5.1 Beginning

This annex will come into effect if it has been signed from both parties and the corresponding payment has been received.

5.2 Duration

This contract is concluded for the duration of at least 12 months. Without written cancellation of one of both parties, the contract duration is automatically extended for another year.

5.3 Cancellation

This contract can be canceled after one year at the earliest. The cancellation period is 3 months for both parties.

5.4 Transferability

The Service Level Agreement is not transferable to other companies or persons.

5.5 Changes

Changes of the Service Levels to a higher step have to be notified in a written form and can be applied with the next month.

Changes of the Service Levels to a lower step have to be notified in a written form two months before the next quarterly invoice. Otherwise, the change is applied at the quarterly invoice after the next.

5.6 Final terms

The customer confirms with the signature of this appendix that he has taken note of its content and that he agrees to it.

Customer

SKyPRO

Location, Date: _____

Stamp/Signature: _____