



*Your Partner for Digital Transformation*

# Service Level Agreement



rocon Rohrbach EDV-Consulting GmbH

2.8.2023

## Support & Service Level Agreement

### Article 1 General Provisions

1.1 This Support & Service Level Agreement ("**SLA**") is based on the following Contractual Documents (the "**Agreement**"):

- The Framework Agreement agreed between the Parties or, if no Framework Agreement has been agreed upon, rocon's Terms and Conditions for SAP Concur Products and/or Services ("**T&C**")
- rocon's Service Specifications
- The respective Individual Contract, consisting of the underlying
  - rocon's Sales Quotation
  - Customer's Sales Order
  - rocon's Sales Order Confirmation

1.2 This SLA shall apply to

- Support and Maintenance Services with respect to the Third Party Product SAP Concur
- Operating Services, Support and Maintenance Services with respect to rocon's Software MISTRAL (including Third Party Product iText)

insofar as the Parties have agreed upon the provision of such Products and/or Services in the respective Individual Contract.

1.3 Depending on the Products and/or Services agreed in the respective Individual Contract, rocon shall provide the following Products and/or Services under this SLA:

#### 1.3.1 Support and Maintenance

- SAP Concur Updates and Upgrades ("Re-Sell") or Consulting with respect to SAP Concur Updates and Upgrades ("Co-Sell")
- MISTRAL Updates and Upgrades
- Customizing and Configuration
- Remedy of Defects or Consulting with respect to Defects
- Changes of relevant Rules and Regulations
- Helpdesk Operation
- Reporting

#### 1.3.2 MISTRAL Operating Services, Availability, Disaster Recovery

- 1.4 Upon Customer's request, rocon shall provide the Products and/or Services under this SLA directly to a Third Party designated by rocon as a principal service provider or service integrator. rocon shall cooperate with such Third Party as reasonably required to enable Customer to enjoy the benefits of this SLA in a multi-provider environment.
- 1.5 rocon acknowledges that, insofar as agreed the Individual Contract, Products and/or Services under this SLA may also be for the benefit of Affiliated Companies of Customer and that such Affiliated Companies may directly contact rocon for the purposes of receiving Products and/or Services under this SLA.

## **Article 2 Support and Maintenance**

### **2.1 General Obligations**

rocon shall provide Maintenance and Support as specified in the Individual Contract and subject to the terms of the Agreement.

### **2.2 Updates and Upgrades**

#### **2.2.1 SAP Concur Updates, Upgrades**

- In case of Re-Sell rocon shall provide SAP Concur Updates and Upgrades based on the respective Third Party Terms (i.e. SAP Concur's Service Level Agreement for SAP Cloud Services ENGLISH and Support Schedule for Cloud Services ENGLISH, see [https://www.rocon.info/contracts\\_sap\\_concur](https://www.rocon.info/contracts_sap_concur)). "Re-Sell" means that, depending on the Individual Contract, Customer procures SAP Concur and related SAP Services from rocon as a re-seller.
- In case of Co-Sell, rocon shall consult the Customer in case of SAP Concur Updates, Upgrades. "Co-Sell" means that Customer procures SAP Concur and related SAP Services directly from SAP (or other Third Party Providers).

#### **2.2.2 MISTRAL Updates, Upgrades**

rocon shall provide periodic MISTRAL Updates, Upgrades based on this SLA. With each Update and Upgrade, rocon shall deliver an updated Version of the Documentation, as required.

rocon shall promptly inform Customer of all major Updates and Upgrades and shall seek Customer's prior approval for applying each major Update or Upgrade and shall carry out such major Update or Upgrade in close cooperation with Customer. Major Updates are changes to interfaces and functionalities that have a significant and noticeable impact on

the use by the Customer. Minor Updates shall be carried out by rocon at its own discretion and in its own responsibility. Minor Updates are changes to interfaces and functionalities that have no significant or no noticeable impact on the use by the Customer (such as bugfixes, updating of program libraries). In case of multiple installations of the Software, Customer may decide to Update or Upgrade only selected installations. Following any Update or Upgrade, Customer shall have the right to carry out an acceptance procedure to the extent the Agreement stipulates an acceptance process for the Software.

The warranty provisions of the Agreement shall apply to all Updates and Upgrades, provided that the remediation of Defects shall take place as set forth in Article 2.4.2.

### 2.2.3 Supported Versions

rocon only supports Versions that are not outdated. Any Version (including the Initial Version) that differs from the currently available Version by more than one (1) release cycle is considered outdated. The currently available Version is the Version that was last provided by rocon.

### 2.3 Customizing and Configuration

rocon provides Customizing and Configuration with respect to the SAP Concur and MISTRAL Updates, Upgrades and remedy of Defects based on this SLA.

### 2.4 Defect Handling, Service Requests and Change Requests, Helpdesk

#### 2.4.1 SAP Concur and other Third Party Products: Remedy of Defects

- In case of Re-Sell rocon shall provide SAP Concur remedy of Defects based on the respective Third Party Terms (i.e. SAP Concur's Service Level Agreement for SAP Cloud Services ENGLISH and Support Schedule for Cloud Services ENGLISH, see [https://www.rocon.info/wp-content/uploads/2023-06-07\\_SAP-Concur\\_Third-Party-Agreements.pdf](https://www.rocon.info/wp-content/uploads/2023-06-07_SAP-Concur_Third-Party-Agreements.pdf)).
- In case of Co-Sell, rocon shall consult the Customer in case of SAP Concur Defects. "Co-Sell" means that Customer procures SAP Concur and related SAP Services directly from SAP (or other Third Party Providers).

In this case and with respect to other Third Party Products not re-sold by rocon, rocon is not obliged to remedy Defects and does not undertake any responsibility for remedy of Defects due to this SLA. In this case, rocon shall take reasonable measures to support the Customer in organizing the remedy of Defects by the Third Party Provider and in

asserting rights arising from any potential obligations of the Third Party Provider to remedy Defects.

#### 2.4.2 MISTRAL: Remedy of Defects

rocon shall remedy all Defects based on this SLA and in the supported Version of rocon's Software (MISTRAL) that are reported by Customer or shall become known to rocon through other sources. Dealing with Defects for the purposes of this SLA comprises narrowing down the causes of the Defect, Defect diagnostics as well as Services directed towards correcting the Defect (particularly patches and service packs). Remediation shall take place by delivery of a patch, an Update or Upgrade. Services for dealing with Defects may, at the option of rocon, also be provided through workarounds, delivery of Updates or Upgrades or, upon prior consultation with Customer, through delivery of a new Version.

#### 2.4.3 Defect Notification and Documentation

All Defects shall be notified and documented as follows:

Notification of Defects by Customer to rocon shall be made by the following means	E-mail to <a href="mailto:mistral@rocon.info">mistral@rocon.info</a> or call to the hotline: +49 6131/ 90 60 288
Defect monitoring by rocon	Static code analysis, manual code reviews, unit tests, regression tests, penetration tests, logging, monitoring of services and storage.
Operation of test systems or reference configuration	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes
Tool used to document Defects:	Ticket system
Special requirements for Defect documentation:	Defect notifications of Customer should include the following information: <ul style="list-style-type: none"> <li>• Date and time</li> <li>• Type: Service produces an error message/ shows an unexpected behavior/ freezes or does not react</li> <li>• Context: Naming of the problem location (e.g. menu item or affected step in a</li> </ul>



	<p>multi-level process), naming of affected data record ids</p> <ul style="list-style-type: none"> <li>• Scope: One user / one user group / all users affected (naming of concrete examples)</li> <li>• Extent: One data record / record group / all records affected (naming of concrete examples)</li> <li>• Screenshot</li> </ul>
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#### 2.4.4 MISTRAL: Defect Categories

The categorization of a Defect by either Party shall be indicative but shall not be binding on the other Party. However, if Customer suggests a Defect categorization, rocon shall treat the Defect according to such category unless rocon has reason to believe that such classification is wrong. Defects shall be categorized as follows.

Priority 1	Defects with a high impact or great urgency, e.g. Defects where the user is not able to use the Software or basic functions of the Software. Priority 1 Defects may also be given in case of information security vulnerabilities with a high severity level.
Priority 2	All other Defects.
Priority 3	Not included
Priority 4	Not included

#### 2.4.5 Reaction Times

For the purposes of calculating reaction times, the following definitions shall apply:

Notification time	Notification time shall be the time when rocon becomes aware of a Defect.
Classification time	<p>Classification time shall be the time when rocon</p> <p>(i) has carried out a reasonable classification or has confirmed Customer's classification of the Defect,</p>

	(ii) has documented the Defect, (iii) has assigned the Defect remediation to a qualified representative of rocon and (iv) has informed Customer of (i) to (iii).
Reaction time	Reaction time shall be the difference between classification time and notification time.

Reaction time objective shall be as follows:

Priority 1	Defect notifications, service requests and Change Requests are processed as quickly as possible via the Help Desk (see Article 2.4.7.), where Priority 1 is treated preferentially. Since rocon is available on demand, no reaction time can be defined.
Priority 2	See above
Priority 3	Not included
Priority 4	Not included

#### 2.4.6 Change Requests

rocon shall, at Customer's Change Request, implement relevant changes of collective bargaining and tax regulations as well as travel and expense regulations based on this SLA and as agreed with the Customer, provided that SAP Concur respectively SAP Concur Web Services allow and support such changes.

#### 2.4.7 Helpdesk Operation

rocon shall operate a sufficiently staffed helpdesk as follows:

Helpdesk operating hours	According to the Agreement a Follow-up on-demand Support Budget is used to cover service requests (3rd level support) and Change Requests. The budget can only be used up to the specified upper limit and must be extended by a subsequent budget in advance, if necessary. The budget is used on demand and invoiced accordingly (monthly invoice with activity report on a 15-minute basis). Therefore no fixed operating hours can be agreed.
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Scope of helpdesk operations	3 <sup>rd</sup> level support: Handle incoming service requests and Change Requests via e-mail to <a href="mailto:mistral@rocon.info">mistral@rocon.info</a> or via phone to the hotline +49 6131/ 90 60 288 of up to 3 named key users.
Helpdesk availability target	Working Days (weekdays from Monday to Friday, 09:00 hrs. to 17:00 hrs. CET, except for public holidays in the federal states of Rhineland-Palatinate and Baden-Württemberg and December 24 and 31).
Emergency helpdesk capabilities	See above

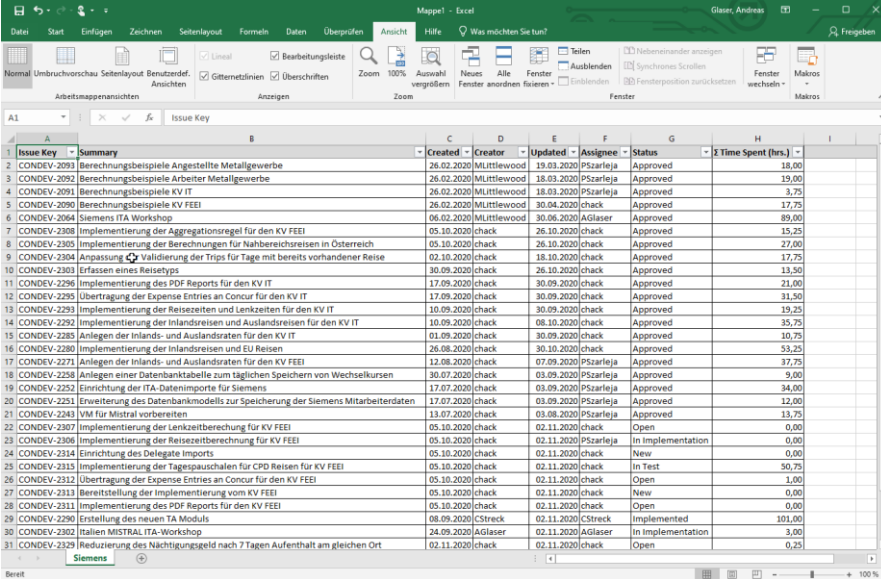

## 2.5 Reporting

rocon shall deliver the following reports once per year:

Report	Reporting details
Reaction time report	<p>Report from ticket system, including following information:</p> <ul style="list-style-type: none"> <li>• Issue Key</li> <li>• Summary</li> <li>• Created</li> <li>• Creator</li> <li>• Updated</li> <li>• Assignee</li> <li>• Status</li> <li>• Sum Time Spent (hrs.)</li> </ul>



## Annex No. 3, Support & Service Level Agreement

	 <table><tr><th>Issue Key</th><th>Summary</th><th>Created</th><th>Creator</th><th>Updated</th><th>Assignee</th><th>Status</th><th>Time Spent (hrs.)</th></tr><tr><td>CONDEV-2093</td><td>Berechnungsbeispiele Angestellte Metallgewerbe</td><td>26.02.2020</td><td>MLittlewood</td><td>19.03.2020</td><td>PSzarleja</td><td>Approved</td><td>18,00</td></tr><tr><td>CONDEV-2092</td><td>Berechnungsbeispiele Arbeiter Metallgewerbe</td><td>26.02.2020</td><td>MLittlewood</td><td>18.03.2020</td><td>PSzarleja</td><td>Approved</td><td>19,00</td></tr><tr><td>CONDEV-2091</td><td>Berechnungsbeispiele KV IT</td><td>26.02.2020</td><td>MLittlewood</td><td>18.03.2020</td><td>PSzarleja</td><td>Approved</td><td>3,75</td></tr><tr><td>CONDEV-2090</td><td>Berechnungsbeispiele KV FEEI</td><td>26.02.2020</td><td>MLittlewood</td><td>30.04.2020</td><td>chack</td><td>Approved</td><td>17,75</td></tr><tr><td>CONDEV-2084</td><td>Siemens ITA Workshop</td><td>06.02.2020</td><td>MLittlewood</td><td>30.06.2020</td><td>AGlaser</td><td>Approved</td><td>89,00</td></tr><tr><td>CONDEV-2308</td><td>Implementierung der Aggregationsregel für den KV FEEI</td><td>05.10.2020</td><td>chack</td><td>26.10.2020</td><td>chack</td><td>Approved</td><td>15,25</td></tr><tr><td>CONDEV-2305</td><td>Implementierung der Berechnungen für Nahbereichsreisen in Österreich</td><td>05.10.2020</td><td>chack</td><td>26.10.2020</td><td>chack</td><td>Approved</td><td>27,00</td></tr><tr><td>CONDEV-2304</td><td>Anpassung Validierung der Trips für Tage mit bereits vorhandener Reise</td><td>02.10.2020</td><td>chack</td><td>18.10.2020</td><td>chack</td><td>Approved</td><td>17,75</td></tr><tr><td>CONDEV-2298</td><td>Erfassen eines Reisetyps</td><td>30.09.2020</td><td>chack</td><td>26.10.2020</td><td>chack</td><td>Approved</td><td>13,50</td></tr><tr><td>CONDEV-2296</td><td>Implementierung des PDF Reports für den KV IT</td><td>17.09.2020</td><td>chack</td><td>30.09.2020</td><td>chack</td><td>Approved</td><td>21,00</td></tr><tr><td>CONDEV-2295</td><td>Übertragung der Expense Entries an Concur für den KV IT</td><td>17.09.2020</td><td>chack</td><td>30.09.2020</td><td>chack</td><td>Approved</td><td>31,50</td></tr><tr><td>CONDEV-2293</td><td>Implementierung der Reisezeiten und Lenkzeiten für den KV IT</td><td>10.09.2020</td><td>chack</td><td>30.09.2020</td><td>chack</td><td>Approved</td><td>15,25</td></tr><tr><td>CONDEV-2292</td><td>Implementierung der Inlandsreisen und Auslandsreisen für den KV IT</td><td>10.09.2020</td><td>chack</td><td>08.10.2020</td><td>chack</td><td>Approved</td><td>35,75</td></tr><tr><td>CONDEV-2285</td><td>Anlagen der Inlands- und Auslandsraten für den KV IT</td><td>01.09.2020</td><td>chack</td><td>30.09.2020</td><td>chack</td><td>Approved</td><td>10,75</td></tr><tr><td>CONDEV-2280</td><td>Implementierung der Inlandsreisen und EU Reisen</td><td>26.08.2020</td><td>chack</td><td>30.10.2020</td><td>chack</td><td>Approved</td><td>53,25</td></tr><tr><td>CONDEV-2271</td><td>Anlagen der Inlands- und Auslandsraten für den KV FEEI</td><td>12.08.2020</td><td>chack</td><td>07.09.2020</td><td>PSzarleja</td><td>Approved</td><td>37,75</td></tr><tr><td>CONDEV-2258</td><td>Anlegen einer Datenbanktabelle zum täglichen Speichern von Wechselkursen</td><td>30.07.2020</td><td>chack</td><td>03.09.2020</td><td>PSzarleja</td><td>Approved</td><td>9,00</td></tr><tr><td>CONDEV-2252</td><td>Einrichtung der ITA-Datenimporte für Siemens</td><td>17.07.2020</td><td>chack</td><td>03.09.2020</td><td>PSzarleja</td><td>Approved</td><td>34,00</td></tr><tr><td>CONDEV-2251</td><td>Erweiterung des Datenbankmodells zur Speicherung der Siemens Mitarbeiterdaten</td><td>17.07.2020</td><td>chack</td><td>03.09.2020</td><td>PSzarleja</td><td>Approved</td><td>12,00</td></tr><tr><td>CONDEV-2243</td><td>VM für Mistral vorbereiten</td><td>13.07.2020</td><td>chack</td><td>03.08.2020</td><td>PSzarleja</td><td>Approved</td><td>13,75</td></tr><tr><td>CONDEV-2307</td><td>Implementierung der Lenkzeitberechnung für KV FEEI</td><td>05.10.2020</td><td>chack</td><td>02.11.2020</td><td>chack</td><td>Open</td><td>0,00</td></tr><tr><td>CONDEV-2306</td><td>Implementierung der Reisezeitberechnung für KV FEEI</td><td>05.10.2020</td><td>chack</td><td>02.11.2020</td><td>PSzarleja</td><td>In Implementation</td><td>0,00</td></tr><tr><td>CONDEV-2314</td><td>Einrichtung des Delegate Imports</td><td>05.10.2020</td><td>chack</td><td>02.11.2020</td><td>chack</td><td>New</td><td>0,00</td></tr><tr><td>CONDEV-2315</td><td>Implementierung der Tagespauschalen für CPD Reisen für KV FEEI</td><td>05.10.2020</td><td>chack</td><td>02.11.2020</td><td>chack</td><td>In Test</td><td>50,75</td></tr><tr><td>CONDEV-2312</td><td>Übertragung der Expense Entries an Concur für den KV FEEI</td><td>05.10.2020</td><td>chack</td><td>02.11.2020</td><td>chack</td><td>Open</td><td>1,00</td></tr><tr><td>CONDEV-2313</td><td>Bereitstellung der Implementierung vom KV FEEI</td><td>05.10.2020</td><td>chack</td><td>02.11.2020</td><td>chack</td><td>New</td><td>0,00</td></tr><tr><td>CONDEV-2311</td><td>Implementierung des PDF Reports für den KV FEEI</td><td>05.10.2020</td><td>chack</td><td>02.11.2020</td><td>chack</td><td>Open</td><td>0,00</td></tr><tr><td>CONDEV-2290</td><td>Erstellung des neuen TA Moduls</td><td>08.09.2020</td><td>CSreck</td><td>02.11.2020</td><td>CSreck</td><td>Implemented</td><td>101,00</td></tr><tr><td>CONDEV-2302</td><td>Italien MISTRAL ITA-Workshop</td><td>24.09.2020</td><td>AGlaser</td><td>02.11.2020</td><td>AGlaser</td><td>In Implementation</td><td>3,00</td></tr><tr><td>CONDEV-2329</td><td>Reduzierung des Nächtigungsgeld nach 7 Tagen Aufenthalt am gleichen Ort</td><td>02.11.2020</td><td>chack</td><td>02.11.2020</td><td>chack</td><td>Open</td><td>0,25</td></tr></table>	Issue Key	Summary	Created	Creator	Updated	Assignee	Status	Time Spent (hrs.)	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CONDEV-2296	Implementierung des PDF Reports für den KV IT	17.09.2020	chack	30.09.2020	chack	Approved	21,00																																																																																																																																																																																																																																																		
CONDEV-2295	Übertragung der Expense Entries an Concur für den KV IT	17.09.2020	chack	30.09.2020	chack	Approved	31,50																																																																																																																																																																																																																																																		
CONDEV-2293	Implementierung der Reisezeiten und Lenkzeiten für den KV IT	10.09.2020	chack	30.09.2020	chack	Approved	15,25																																																																																																																																																																																																																																																		
CONDEV-2292	Implementierung der Inlandsreisen und Auslandsreisen für den KV IT	10.09.2020	chack	08.10.2020	chack	Approved	35,75																																																																																																																																																																																																																																																		
CONDEV-2285	Anlagen der Inlands- und Auslandsraten für den KV IT	01.09.2020	chack	30.09.2020	chack	Approved	10,75																																																																																																																																																																																																																																																		
CONDEV-2280	Implementierung der Inlandsreisen und EU Reisen	26.08.2020	chack	30.10.2020	chack	Approved	53,25																																																																																																																																																																																																																																																		
CONDEV-2271	Anlagen der Inlands- und Auslandsraten für den KV FEEI	12.08.2020	chack	07.09.2020	PSzarleja	Approved	37,75																																																																																																																																																																																																																																																		
CONDEV-2258	Anlegen einer Datenbanktabelle zum täglichen Speichern von Wechselkursen	30.07.2020	chack	03.09.2020	PSzarleja	Approved	9,00																																																																																																																																																																																																																																																		
CONDEV-2252	Einrichtung der ITA-Datenimporte für Siemens	17.07.2020	chack	03.09.2020	PSzarleja	Approved	34,00																																																																																																																																																																																																																																																		
CONDEV-2251	Erweiterung des Datenbankmodells zur Speicherung der Siemens Mitarbeiterdaten	17.07.2020	chack	03.09.2020	PSzarleja	Approved	12,00																																																																																																																																																																																																																																																		
CONDEV-2243	VM für Mistral vorbereiten	13.07.2020	chack	03.08.2020	PSzarleja	Approved	13,75																																																																																																																																																																																																																																																		
CONDEV-2307	Implementierung der Lenkzeitberechnung für KV FEEI	05.10.2020	chack	02.11.2020	chack	Open	0,00																																																																																																																																																																																																																																																		
CONDEV-2306	Implementierung der Reisezeitberechnung für KV FEEI	05.10.2020	chack	02.11.2020	PSzarleja	In Implementation	0,00																																																																																																																																																																																																																																																		
CONDEV-2314	Einrichtung des Delegate Imports	05.10.2020	chack	02.11.2020	chack	New	0,00																																																																																																																																																																																																																																																		
CONDEV-2315	Implementierung der Tagespauschalen für CPD Reisen für KV FEEI	05.10.2020	chack	02.11.2020	chack	In Test	50,75																																																																																																																																																																																																																																																		
CONDEV-2312	Übertragung der Expense Entries an Concur für den KV FEEI	05.10.2020	chack	02.11.2020	chack	Open	1,00																																																																																																																																																																																																																																																		
CONDEV-2313	Bereitstellung der Implementierung vom KV FEEI	05.10.2020	chack	02.11.2020	chack	New	0,00																																																																																																																																																																																																																																																		
CONDEV-2311	Implementierung des PDF Reports für den KV FEEI	05.10.2020	chack	02.11.2020	chack	Open	0,00																																																																																																																																																																																																																																																		
CONDEV-2290	Erstellung des neuen TA Moduls	08.09.2020	CSreck	02.11.2020	CSreck	Implemented	101,00																																																																																																																																																																																																																																																		
CONDEV-2302	Italien MISTRAL ITA-Workshop	24.09.2020	AGlaser	02.11.2020	AGlaser	In Implementation	3,00																																																																																																																																																																																																																																																		
CONDEV-2329	Reduzierung des Nächtigungsgeld nach 7 Tagen Aufenthalt am gleichen Ort	02.11.2020	chack	02.11.2020	chack	Open	0,25																																																																																																																																																																																																																																																		
Pentest report	<p>Overview of last pentest findings in German language. The execution of pentests, as well as the evaluation and handling of findings are planned and executed independently by rocon.</p> <div></div> <p>Adobe Acrobat Document</p>																																																																																																																																																																																																																																																								

Availability report	<div><div>SLA Report</div><div>Service: PING on linx.net</div><div><div><div><div>100%</div><div>95%</div><div>90%</div><div>85%</div><div>80%</div><div>75%</div><div>70%</div><div>65%</div><div>60%</div><div>55%</div><div>50%</div></div><div><div><div>Sep 25</div><div>Sep 26</div><div>Sep 27</div><div>Sep 28</div><div>Sep 29</div><div>Sep 30</div><div>Oct 01</div><div>Oct 02</div></div><div><div>■ Availability</div></div></div></div><table><tr><td>Sep 25</td><td>Sep 26</td><td>Sep 27</td><td>Sep 28</td><td>Sep 29</td><td>Sep 30</td><td>Oct 01</td><td>Oct 02</td></tr><tr><td>100.00%</td><td>100.00%</td><td>100.00%</td><td>100.00%</td><td>100.00%</td><td>100.00%</td><td>100.00%</td><td>100.00%</td></tr></table><table><tr><td>Average Availability</td><td>100.00%</td></tr><tr><td>Total Uptime</td><td>7d 0h 0m 0s</td></tr><tr><td>Total Downtime</td><td>0d 0h 0m 0s</td></tr></table></div></div>	Sep 25	Sep 26	Sep 27	Sep 28	Sep 29	Sep 30	Oct 01	Oct 02	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	Average Availability	100.00%	Total Uptime	7d 0h 0m 0s	Total Downtime	0d 0h 0m 0s
Sep 25	Sep 26	Sep 27	Sep 28	Sep 29	Sep 30	Oct 01	Oct 02																
100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%																
Average Availability	100.00%																						
Total Uptime	7d 0h 0m 0s																						
Total Downtime	0d 0h 0m 0s																						
Log data report	Not included.																						

## 2.6 Exclusions

Maintenance and Support Services due to this SLA do not include:

- Maintenance and Support Services outside Working Days (unless otherwise agreed expressly in the Individual Contract)
- Services for the Software, which are not used in accordance with the conditions of use pursuant to the Agreement
- Services for computer programs or parts thereof, which do not form part of the Software
- Services for SAP Concur and MISTRAL, where Updates or other bug fixes to correct the Defects, have not been installed due to Customer's decision and where the Defect

would have been cured by such Updates or bug fixes, unless the installation thereof is unreasonable for the Customer for which it is not responsible

- Services for Software at a Version that is no longer generally supported
- Services that become necessary due to Customer's failure to cooperate

### Article 3 MISTRAL Operating Services, Availability, Disaster Recovery

#### 3.1 Scope of Operating Services

rocon shall operate the Software as follows:

Location of primary data center	Karlsruhe
Location of secondary data center	Karlsruhe (separate fire section in primary data center)
Administration access	German rocon locations (Mainz, Frankfurt, Köln, Stuttgart)
Other operational requirements	Customer provides the necessary infrastructure to/ from the handover point (Reverse Proxy) and uses a current browser version with pop-up permission for the MISTRAL-URL.
Security requirement	See Article 7
Data protection requirements	See Article 7

#### 3.2 Availability

rocon shall be responsible for operating the Software on its systems as set forth in the Agreement. The operation shall be carried out as follows:

Availability	98%
Unplanned downtime	Unplanned downtime shall be the accumulated periods in hours during which the Software is not available excluding maintenance time. Software unavailability due to

	circumstances for which Customer is responsible under the Agreement shall not count as Unplanned Downtime.
Availability measurement	$\text{Availability} = (\text{Total hours of the respective month} - \text{Maintenance Time} - \text{Unplanned Downtime}) / (\text{Total Hours of the respective month} - \text{Maintenance Time}) * 100.$
Maintenance window (not included in downtime calculation)	"Excused Downtime" means, collectively, downtime to perform routine maintenance during rocon's standard maintenance window (Friday, 5:00pm CET to Monday, 6:00am CET).
Maintenance time	Maintenance time shall be the period in hours within the Maintenance window during which rocon carries out maintenance work regarding the Software.
Maximum allowed consecutive Unplanned Downtime	24 hours within Working Days

### 3.3 Disaster Recovery

rocon shall be responsible for meeting the recovery time objective and the recovery point objective. Such services shall be provided subject to the following requirements:

Recovery time	Recovery time shall mean the period between the occurrence of a disruption and the complete restoration of the operation of the Software and the relevant data as required by the recovery point objective.
Recovery point	Recovery point shall mean the maximum amount of data that may be lost in case of a disruption. The recovery point objective is expressed as the maximum tolerable period in which data might be lost before the disruption.
Recovery time objective (RTO)	Working Days (weekdays from Monday to Friday, 09:00 hrs. to 17:00 hrs. CET, except for public holidays in the federal states of Rhineland-Palatinate and Baden-Württemberg and December 24 and 31).
Recovery point objective (RPO)	12 hours

Additional recovery and backup requirements	Not included
Failover testing	Monthly consistency and restoration tests.

### 3.4 Subcontractors

Customer hereby authorizes the following subcontractors:

Name of subcontractor	Subcontracted activities
TelemaxX Telekommunikation GmbH	Housing
NetPlansIT-Systeme GmbH	Business Cloud

## Article 4 Fees

### 4.1 Fees for Support and Maintenance

The following Products and/or Services are covered by the Follow-up on-demand Support Budget:

- Updates and Upgrades, Article 2.2
- Customizing and Configuration, Article 2.3
- Defect Handling, Service Requests and Change Requests, Article 2.4
- Reporting, Article 2.5

The following additional Services are charged on the base of Time and Effort, or can be covered exceptionally by the Follow-up on-demand Support Budget, if the latter is expressly agreed in the Individual Contract:

- Individual programming services and adaptations to changed requirements, processes and/or environments
- Integration with external systems
- Tests and trainings

- 1<sup>st</sup> and 2<sup>nd</sup> level support
- On-site service
- Improper handling

#### 4.2 Monthly Recurring Flat Prices for Operating Services

Operating Services, Availability, Disaster Recovery as agreed in Article 3 are included in the monthly Recurring Flat Prices.

It is agreed that each "MISTRAL ITA" system can be connected to exactly one SAP Concur Entity (identified by the Entity ID). In case of multiple "MISTRAL ITA" systems (e.g., connection of Concur Test and Production Entities), the Recurring Flat Price shall be incurred multiple times accordingly. The amount of the monthly Recurring Flat Prices is based on the technical circumstances (e.g. separate/shared hardware) and the utilization (e.g. annual transactions, daily transaction peaks) of the MISTRAL system.

### Article 5 Term of Agreement

The Agreement has an initial term of 24 months. Thereafter, the Agreement shall be automatically prolonged for subsequent one (1)-year periods, unless either Party terminates the Agreement by notice in Written Form at least three (3) months prior to the end of the initial term or any renewal term.

### Article 6 Contacts

6.1 Customer Contacts are communicated separately by the Customer.

6.2 rocon Contacts

Operational contact: SAP Concur MISTRAL	<a href="mailto:concur@rocon.info">concur@rocon.info</a> <a href="mailto:mistral@rocon.info">mistral@rocon.info</a>
Commercial contact	<a href="mailto:presales-concur@rocon.info">presales-concur@rocon.info</a>
Escalation contact	<a href="mailto:customerservice@rocon.info">customerservice@rocon.info</a>



## **Article 7      Attachments**



Adobe Acrobat  
Document

**Attachment “[Overview of MISTRAL](#)”**

## Attachment "Definitions"

- "Configuration" means selecting programmable options that make the Software function to the Customer's liking.
- "Customizing" is the adjustment of Software that does not take place at source code level.
- A "Defect" exists when the Products and/or Services fail to fulfil the contractually established requirements and specifications, in full or in part, or if the Products and/or Services are not suitable for the contractually intended purpose or are not of a quality that is usual for services of a similar type and that Customer is entitled to expect from the type of Products and/or Services. With respect to Software, a Defect shall mean any non-conformity of the Software, a design flaw, malfunction or security vulnerability. In particular, a Defect shall exist if the Software delivers incorrect results, if the Software interrupts its operation beyond Customer's reasonable control or is in other ways not in conformity with its normal functions, so that the use of the Software is hindered or impaired.
- "Individual Software" is Software and/or its modules, if in the Sales Quotation the Software is expressly designated as Individual Software and it is expressly agreed, that the Software shall be developed for the fulfillment of an Individual Contract for the specific and exclusive needs of Customer. This does not include customizing and adaptations of Standard Software, which have been adopted into the standard.
- "Initial Version" shall be the Version of the Software that is the subject of the Individual Contract at the time of its conclusion. Intermediate Versions may be delivered in advance for testing partial functionalities. Version numbers are assigned dynamically by rocon's Version management system at the time of versioning.
- "Maintenance" means the provision of Updates, as agreed in the Individual Contract.
- "Operating Services" means the agreed storage and operating of the Software and the data processed with the Software for Customer in the rocon Public Cloud.
- "Products" means all goods created, delivered, implemented and/or operated for Customer (such as hardware, software, databases) by rocon.
- "Service(s)" means all services, activities, care or work to be performed or to be supplied by rocon in accordance with the Contractual Documents.
- "Software" refers to software programs, program modules, databases tools specified in the Individual Contract (including Updates and Upgrades) and is the generic term for Standard Software and Individual Software.
- "Standard Software" means Software programs, program modules, tools specified in the Individual Contract that have been developed for the needs of a majority of customers on the market and not specifically by rocon for Customer, including the associated documentation. Every Software provided by rocon is Standard Software unless the Sales Quotation includes an express statement to the contrary.
- "Subcontractor" means any Third Party (including rocon's Affiliated Companies, if any) involved by rocon in the provision of the performance of the Products and/or Services.
- "Support" means consulting and advising Customer on questions arising for him during the use of the Software (hotline), in particular individual advice of the users via telephone, e-mail and internet in dealing with the Software, as agreed in the Individual Contract.

- "Third Parties" are all individuals, corporate bodies and all other organizations that are not a Party to the Individual Contract.
- "Third Party Providers" means the providers of Third Party Products and/or Services;
- "Third Party Terms" means the contractual provisions of the Third Party Providers under which rocon acquires the Third Party Products and/or Services for the purpose of providing it to Customer. This includes in particular their general terms and conditions, product, service and function descriptions and license terms and conditions (including usage rights regulations);
- "Third Party Products and/or Services" means (i) all standard software products and related documentation and content developed for or by companies other than rocon (such as also SAP Concur); (ii) all new Versions, Updates and Upgrades of such Third Party Products and/or Services; (iii) all complete or partial copies thereof; and (iv) and related Services from Third Party Providers such as cloud services / hosting / software-as-a-service, maintenance and support;
- "Update" shall mean Software which corrects Defects of the Software (including patches and bugfixes) and/ or includes non-significant improvements of the Software. Such improvements shall be made in accordance with the general advancement of information technology and shall, as a minimum requirement, enable the usage of the Software together with the most current versions of any other software that the Software requires for its use or that it otherwise interacts with. An Update is usually but not necessarily denominated by a change in the numerals after the decimal point of the Software's versioning scheme (e.g. the "3" in Version 4.3).
- "Upgrade" shall mean Software which includes significant improvement (see definition of "Update") of the Software; Upgrades may also include Defect corrections. An Upgrade is usually but not necessarily denominated by a change in the numerals before the decimal point of the Software's Versioning scheme (e.g. the "4" in Version 4.3).
- "Version" shall mean the release level of the Software resulting from the latest Upgrade and all related Updates to the Software. Versions include adaptations to the application logic (Defect handling or Change Requests) after prior consultation with Customer. Adaptations for other customers do not affect Versions for Customer. Insofar as rocon shall implement Software pursuant to the Individual Contract and unless agreed otherwise in the Individual Contract, Versions are directly made available in live environment. Any adaptations of the infrastructure or to application components, that do not affect the application logic (e.g. operating system, Java Runtime Environment, encryption standard) and that are the subject of an Individual Contract, are carried out independently by rocon and are not made available as Versions.
- "Working Day" means the days from Monday to Friday (09:00 a.m. to 05:00 p.m. CET) inclusive, except for public holidays in the federal states of Rhineland-Palatinate and Baden-Wuerttemberg and December 24 and 31.
- "Written Form", "Written" or "in Writing" means the form regulated in Section 126 para. 1 BGB by signing the original document by hand. The application of Section 126 para. 2 BGB is excluded, so that mutually confirming correspondence, in each case in the form of Section 126 para. 1 BGB, is sufficient. The application of Section 127 para. 2 BGB is also excluded.