Service Level Agreements

1 Service obligations

d.velop AG performs special performance obligations to maintain availability from the acceptance date to be determined between the parties within specified service levels. In order to achieve the highest possible possible compliance with these service levels by d.velop AG in qualitative and quantitative terms in a sustainable manner, the failure to reach the service level triggers a contractual penalty in the form of service level credits.

In addition to the d.velop cloud platform SLA, the following provisions apply to d.velop inbound e-mail (hereinafter inbound e-mail).

1.1 Maintenance

Here, the regulations for the d.velop cloud platform base apps apply identically to the inbound e-mail (see d.velop cloud platform SLA).

1.2 Updates

Here, the regulations for the d.velop cloud platform base apps apply identically to the inbound e-mail (see d.velop cloud platform SLA).

2 Definition

2.1 Availability

Here, the regulations for the d.velop cloud platform base apps apply identically to the inbound e-mail (see d.velop cloud platform SLA).

3 Service obligations and credits

As of the takeover date, the legal consequences described below apply if a service level is not reached.

If the monthly availability is not reached, a service level credit entitlement of 20% (net) of the monthly compensation for the Services may be claimed. The annual maximum value for the sum of all Service Level Credits is 10% of the compensation for SaaS Services in the contract year.

3.1 Apply for credits

To apply for Service Level Credits, create a support case specifying the affected d.velop cloud tenant, the downtime they want to claim, and, where possible, log files that prove the outage of the services. If there is sensitive content in the logs, you can remove it.

The service level credits are due with notification of d.velop about the non-achievement of the service level in text form. In the event of non-achievement of the service levels, which is determined on the basis of the service level measurement and is reported by d.velop to the customer in text form, d.velop will offset the following service level credits with the usage fee due each month in the month following the non-achievement.

3.2   Payment procedure

If the customer makes a justified claim to Service Level Credits, thiswill be credited to the remuneration of the SaaS services in subsequent months after checking the d.velop. Service Credits cannot be paid out. A separate payment of d.velop to the customer for non-delivery of service levels will only be made if in the month following the forfeiture of the service level credits there is no longer any compensation claim of d.velop for the use of services by the customer (e.g. termination of contract).