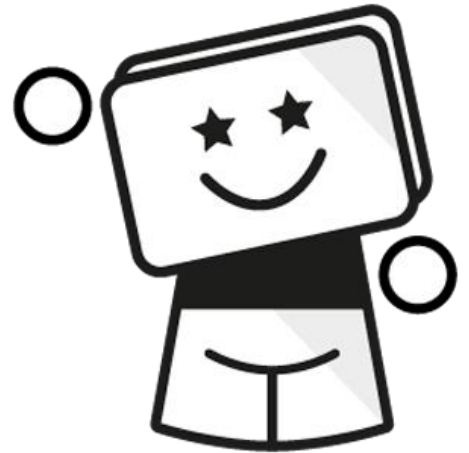




deskMate
POWERED BY KIVITO



Service Level Agreement

99.95%

deskMate
Version 2.2 - EN, date 01.10.2019



deskMate - Service Level Agreement

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We guarantee a 99,95% availability of deskMate desktops in the annual average.

It is important to us that our customers understand the basis of this guarantee. Therefore, the core elements are defined below.

1. Scope

1.1. This Service Level Agreement (SLA) applies to the provision and operation of the Kivito deskMate ("deskMate") service of Kivito GmbH ("Kivito"). It sets out the reciprocal rights and obligations of the contracting parties with regard to these agreements. The service is specified in more detail in the corresponding product description.

2. Definition of Terms

Terms	
Hosted Virtual Desktop	deskMate is a Cloud Hosted Virtual Desktops ("HVD") solution. Here, desktops are provided virtualized by central servers over the Internet. The customer is able to access the virtual desktops of different devices. The prerequisite for this is a sufficiently dimensioned and functioning internet connection.
Cloud Desktop	- see Hosted Virtual Desktop -
Monitoring	Kivito monitors and documents the availability of the deskMate infrastructure through redundant, automated connection and infrastructure tests that run at least every 30 minutes.
Availability	A Hosted Virtual Desktop is considered to be available if a user with the correct access data is able to login via the portal https://app.deskmate.de/ to display the desktop via the provided client software. The responsibility for a functioning and sufficiently fast Internet connection lies with the user.
Downtime	<p>Downtime refers to any period of time in which the user is unable to log into their Hosted Virtual Desktop due to Kivito's responsible reasons. Excluded are previously announced maintenance windows. The downtime begins as soon as our monitoring has discovered it, or a corresponding ticket has been received by our support team. Downtime is considered over once users are able to log into the portal or their desktop.</p> <p>Failure or impairment of the customer network or its technical infrastructure, human errors or technical incidents caused by customer hardware or software (eg, errors by anti-virus software, Microsoft updates or firewalls) are not counted as downtime.</p>
Maintenance	<p>windows Maintenance windows can be planned to increase the performance and stability of the Kivito deskMate service, or to improve the smooth operation of deskMate. Any resulting impairment of the availability will not be considered as downtime and are therefore considered service time.</p> <p>Kivito shall notify Customer of any Scheduled Work that may affect or interrupt the Customer's Service at least 5 working days in advance. Planned work is usually carried out between 24.00 and 06.00.</p>



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3. General Provisions

3.1. Kivito grants credits to the customer if the availability or recovery times shown in this document are not met.

3.2. Exceptions to this are cases attributable to:

- 3.2.1. force majeure;
- 3.2.2. Fault of the customer, his employees or his vicarious agents;
- 3.2.3. unavoidable disruption to service due to changes in the service ordered by the customer or required by legal or regulatory requirements;
- 3.2.4. planned works by Kivito.

3.3. The total amount of Kivito credits to the customer for these reasons is limited to one month's remuneration of the posted deskMate environment per year of operation.

4. Availability

4.1. To provide this availability, all services provided through deskMate are kept redundant. The availability only applies to the virtual PC hardware (deskMate) and not to any software or operating systems installed on it.

4.2. If the specified minimum availability is not reached, Kivito grants a credit to the directly affected customers:

Downtime per billing period	Credit
<99.95%	5% of the monthly contribution
<99.90%	10% of the monthly contribution
<99.80%fee	15% of the monthly contribution
Fees <99.70%	20% of the monthly contribution
Contribution <99.60%Contribution	25% of the monthly contribution
<99.50%	30% of the monthly contribution
Contribution <99.40%	35% of the monthly contribution
Contribution <99.30%	40% of the monthly contribution
Contribution <99.20 %	45% of the monthly contribution
<99.10%	50% of the monthly contribution

5. contribution Data sovereignty

5.1. Liability for data loss is generally excluded. The responsibility for data on the deskMate desktop and the files to be backed up lies with the customer.

5.2. The responsibility for the proper licensing of installed software or other services on the deskMate desktop lies with the customer.



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6. provider

6.1. Changing the deskMate desktops to another provider or to a virtual infrastructure of its own is possible at any time after the individual notice periods have been met.

6.1.1. Kivito provides the desktops for download as a disk image of the virtual desktops (vmdk or img).

6.1.2. The Kivito calculates 49, - € per virtual desktop for the deployment.

6.2. The responsibility for the preparation of the target systems and the rollout lies with the customer.

7. Granting of credits for claims for defects

7.1. If the contractually agreed service levels are not met, Kivito grants the customer a credit note on the next deskMate invoice according to the following conditions: Credits

7.1.1. are only granted if the customer has submitted the request for credit within 5 calendar days after the end of the calendar month, for which he indicates the credit, in Kivito asserted in writing by letter.

7.1.2. The date of the postmark for the lawful receipt applies.

7.1.3. The accumulated credits are limited to 100% of the total monthly amount for booked deskMate environment per year of operation.

7.1.4. A payment of the credit to the customer is excluded.

7.2. Further claims against Kivito, in particular for compensation of indirect and consequential damages such as loss of profit, interruption of business, loss of data and information, etc. are only possible in the context of liability under the General Terms and Conditions of Kivito GmbH.

8. Disclaimer

8.1. Kivito's liability for non-compliance with service levels is only valid if Kivito is solely responsible for the non-compliance. In particular, this does not apply to:

8.1.1. failures that are not directly attributable to Kivito, in particular external DNS server problems, electronic attacks on Kivito's network infrastructure and failures of parts of the Internet beyond Kivito's control, which may lead to customer alarm measurements.

8.1.2. Failures caused by customers, in particular failures caused by incoming / outgoing hacker attacks (DoS) due to faulty or inadequate maintenance of the customer's software or the operating system installed by Kivito.

8.1.3. Failures due to improper use of customer software or software not installed, operated and maintained in accordance with the manufacturer's guidelines or Kivito's specifications.

8.1.4. Failures erroneously reported to the customer due to errors in internal or external monitoring and monitoring services.

8.1.5. Failures caused by maintenance windows and planned or unplanned work by Kivito or its suppliers.

8.2. If Kivito proves that there is no warranty claim in the event of a defect reported by the customer, the expenses incurred by Kivito for troubleshooting and, if necessary, troubleshooting are to be borne by the customer.

9. Severability clause

If individual provisions of these terms and conditions are or become invalid in whole or in part or the contracts contain a loophole, this does not affect the validity of the contracts as a whole and the other provisions of the respective contract. In the case mentioned above, both parties undertake to make a provision which, taking into account the agreements made in the respective contract, best meets mutual interests.

Service and Support - Standard 10/5

The Kivito ensures the following response times for reported incidents.

Before you report an incident!

Before you report, make sure that you can replicate the problem to more than one user and / or workstation. Also make sure that the reporting person is one of the registered administrators for your account.

Priority	Category	Example	Response
1	Critical Failure: Complete loss of deskMate Desktop Access or a major security hole. "Something critical has happened that directly affects your business and is extremely important to the smooth running of your critical processes."	All deskMate desktops are offline and unresponsive. Also not on alternative Internet connections.	Response time: 1 hour Best-effort solution: 4 hours
2	Business process limitations: limitations of existing functionality, reduced performance, or a suspected security hole. "Slight impact on operations without critical processes with recurrent functionality limitations"	My deskMate desktop is slow to respond to existing and fast Internet connectivity. There are always recurring login problems.	Response time: 4 hours Suggested solution: 24 hours
3	Other support requests: "A problem that does not hinder the operational business or only applies to individual users. For example, printing or password problems"	I cannot print from my deskMate desktop. I have forgotten my password. I am having problems connecting a peripheral device.	Response time: 8 hours Suggested solution after best efforts: 48 hours

The reaction times refer to the office hours of Kivito GmbH: Mon-Fri. 8: 00-18: 00 CET

Reporting Process:

1. Report a support case immediately by opening a "ticket" at <https://helpdesk.kivito.com> or by sending an email to support@kivito.com.
 - 1.1. Describe the degraded service and how it affects your work
 - 1.2. Describe the incident in detail by sending us all the information and data to recreate the incident. Include any available screenshots.
 - 1.3. Select a priority in your ticket according to the examples above.
2. According to the above reaction times, one of our technicians will process your support case.
 - 1.1. The support case is confirmed and assigned internally by a Kivito technician.
 - 1.2. An internal ticket will be opened for editing. In this case it can come to questions by mail or phone (leave a callback number under which you are reachable).
 - 1.3. Your answer will be processed, and a suggested solution will be presented, the result of which you may have to confirm.

Incorrect alarm

For service cases whose cause is not the responsibility of Kivito GmbH and which are reported outside office hours, service charges of € 250.00 per hour may be charged.

Service and Support - Gold 24/7

Optional Premium Support provides round-the-clock support, as well as on Saturdays, Sundays and public holidays. The following response times apply.

Before you report an incident!

Before you report, make sure that you can replicate the problem to more than one user and / or workstation. Also make sure that the reporting person is one of the registered administrators for your account.

Priority	Category	Response times	Response times
		within hours	outside business hours
1	Mission Critical Error: Complete loss of deskmate desktop access or a rough vulnerability.	Response time: 0.5 hours Best-effort solution: 2 hours	Response time: 2 hours Best-effort solution: 6 hours
2	Business process limitations: limitations of existing functionality, reduced performance, or a suspected security vulnerability.	Response time: 2 hours Suggested solution after best efforts: 8 hours	Response time: 8 hours solution after best efforts: 24 hours

The office hours of Kivito GmbH are Mo-Fr. 8: 00-18: 00 CET

Cost:

Premium Support per month:	849, - €
Support Call (on the phone) within business hours:	79, - € per started hour
Support Call (on the phone) outside business hours:	149, - € per started hour

Reporting process:

1. Report a support case immediately by sending an email to support@kivito.com and opening a "ticket" via <https://helpdesk.kivito.com>. For priority 1 support cases, please call the support number [also](#) which you have been [notified](#).
 - 1.1. Describe the degraded service and how it affects your work
 - 1.2. Describe the incident in detail by sending us all the information and data to recreate the incident. Include any available screenshots.
 - 1.3. Select a priority in your ticket according to the examples above.
2. According to the above reaction times, one of our technicians will process your support case.

Incorrect alarm

For service cases whose cause is not the responsibility of Kivito GmbH and which are reported outside office hours, service charges of € 250.00 per hour may be charged.

Service and Support - Platinum 24/7

The optional Premium Support offers support, as well as on Saturdays, Sundays and public holidays. The following response times apply.

Before you report an incident!

Before you report, make sure that you can replicate the problem to more than one user and / or workstation. Also make sure that the reporting person is one of the registered administrators for your account.

Priority	Category	Response times	Response times
		within hours	outside business hours
1	Mission Critical Error: Complete loss of deskmate desktop access or a rough vulnerability.	Response time: 0.5 hours Suggested solution: 2 hours	Response time: 1 hour Best efforts: 4 hours
2	Business process limitations: limitations of existing functionality, reduced performance, or a suspected security hole.	Response time: 2 hours Suggested solution after best efforts: 6 hours	Response time: 6 hours solution after best efforts: 12 hours

The office hours of Kivito GmbH are Mo-Fr. 8: 00-18: 00 CET

Cost:

Premium Support per month:	1499, - €
Support Call (on the phone) within business hours:	79, - € per started hour
Support Call (on the phone) outside business hours:	149, - € per started hour

Reporting process:

- Report a support case immediately by sending an email to support@kivito.com and opening a "ticket" via <https://helkpdesk.kivito.com>. For priority 1 support cases, please call the support number [also](#) which you have been [notified](#).
 - Describe the degraded service and how it affects your work
 - Describe the incident in detail by sending us all the information and data to recreate the incident. Include any available screenshots.
 - Select a priority in your ticket according to the examples above.
- According to the above reaction times, one of our technicians will process your support case.

Incorrect alarm

For service cases whose cause is not the responsibility of Kivito GmbH and which are reported outside office hours, service charges of € 250.00 per hour may be charged.