



SLA - Service Level Agreement

Nexico Consulting GmbH

Revision: 01.04.2010

This SLA document contains statements on

- The availability of the Tsuseki Tracking and Data analysis system (hereinafter referred to as "the System") supplied by nexico Consulting GmbH (hereinafter referred to as the "Supplier").
 - The average response time of employees from receipt of a malfunction report.
 - The resolution procedure in the event of breakdown.
 - The guarantee extended by the supplier.
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Definitions and time statements for services General

Breakdown resolution	The Supplier will resolve disruption to its technical installations as rapidly as possible to the extent that this is technically and operationally feasible.
Availability	The Supplier guarantees availability of the system of at least 99.00% per month.
Response time	The guaranteed time within which there will be an initial response to a report from a User. The response may either be given by an email to the technical contact on record or by a telephone call. The response time shall commence with the despatch of the acknowledgement of an e-mail from the Supplier's support team.
Fault reporting / Malfunction reporting	The User reports a malfunction to the Email Account: support@tsuiseki.com
Maintenance work	The Supplier will schedule maintenance work in order to maximise and improve the performance of the system. The User will be informed at least 2 working days in advance of foreseeable work (if this is likely to have an effect on the availability of service). This does not include any emergencies. Maintenance windows count as periods in which the services are available, and not as disruption. Maintenance windows are limited to 2 per month and last for a maximum of 6 hours per service and User. The Supplier shall make every effort to schedule these at off-peak times.

Disruption process

1. Malfunction report by email to: **support@tsuiseki.com**
2. Despatch of an acknowledgement of an e-mail to the User.
3. Commencement of response time.
4. Feedback from a service technician.
5. Interim response or fault-clearance report to the User, as applicable.

Guarantee

1. The Supplier guarantees the provision of all system and technical services in accordance with this agreement. The Supplier does not give any guarantee for disruption of the system deriving from the following:

- the User's technical equipment or network infrastructure
- Act of God/force majeure
- action of the User or third parties
- defects in the networks of transmission path operators, with which there is an interconnection with the Supplier's network.

2. In the event that there is a deviation from the monthly availability of the system of 99.00% guaranteed by the Supplier, the User is entitled to a reduction based on the following scale:

Percentage(x) accessibility of the system	Percentage right to reduction
$99 \% > x \geq 98 \%$	2 %
$98 \% > x \geq 96 \%$	4 %
$96 \% > x \geq 94 \%$	6 %
$94 \% > x \geq 92 \%$	8 %
$92 \% > x \geq 90 \%$	10 %
$90 \% > x \geq 88 \%$	12 %
$88 \% > x \geq 86 \%$	14 %
$86 \% > x \geq 84 \%$	16 %
$84 \% > x \geq 80 \%$	18 %
$80 \% > x$	20 %

- The percentage right of reduction refers to the overall monthly sum which the Supplier receives from the User.
3. The reduction amount to be applied in the event of a malfunction may not be higher than the sums paid on average by the customer in the last 3 months.
4. More extensive claims are excluded.

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