CloudServices: Service Level Agreement (SLA)

0. Preamble

HOTTGENROTH provides two different types of services as part of its products.

1. Services required for license authentication, downloads, or customer account management processes.
2. Services that directly and immediately affect a product itself, e.g., cloud applications that can only be used with an active Internet connection. The following service level agreements apply to both categories.

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1. Service level target

HOTTGENROTH shall provide the customer with the contractually agreed cloud services with a monthly availability of 99% (“service level target”). The reference period is one calendar month (“service level month”).

2. Transfer point and measurement point

Service provision and availability measurement take place at the router output of the data center used by HOTTGENROTH to connect to the public Internet (“transfer point”). The network connection between the customer and the transfer point is the sole responsibility of the customer.

3. Exceptions (“exceptional circumstances”)

The following periods are not taken into account when calculating the actual availability (“actual availability”):

- Force majeure (e.g., strikes, natural disasters, epidemics).
- Emergency measures to protect system security, provided that HOTTGENROTH has taken appropriate technical and organizational security measures (e.g., defense against a DDoS attack, closing a zero-day vulnerability without an available patch).
- Planned maintenance of no more than four (4) hours per calendar month, provided that it is announced at least 48 hours in advance by email or in-app notification. Maintenance will be carried out outside of core operating hours (weekdays 8:00 a.m. to 5:00 p.m. CET/CEST) as far as possible.

4. Service credits in the event of non-performance

If HOTTGENROTH falls short of the service level target in a service level month, the customer will receive a credit ("service credit") on the next usage fee upon request within 30 days after the end of that month:

Actual availability in the month	Service credit (% of monthly usage fee)
< 99 % to ≥ 95 %	5 %
< 95 %	10 %

Service credits are final; further claims for reduction or compensation due to non-fulfillment of the service level target shall only exist in accordance with Section 5 of the General Terms and Conditions.

5. Documentation and evidence

To ensure transparency, HOTTGENROTH provides the current service status and information on downtime and exceptional circumstances at any time via the publicly accessible status page https://status.hottgenroth.de/.

If the customer requires further information, HOTTGENROTH will provide supplementary logs on actual availability upon reasonable request.

6. Recovery and restoration targets

RTO (recovery time objective): 8 hours

RPO (recovery point objective): 4 hours

MTTR (mean time to repair): 4 hours

These targets are performance targets and not guarantees, and do not constitute a warranty or basis for claims for damages. These arise exclusively from section 4 of this SLA.

7. Security Incidents

Security-related incidents (e.g., hacker attacks, DDoS) are considered exceptional circumstances within the meaning of Section 3; HOTTGENROTH shall inform the customer immediately, at the latest 24 hours after becoming aware of such incidents.

8. Service and Product Changes

HOTTGENROTH may change the Cloud Services for good cause (e.g., changes in the law, adjustments to technical standards, system security). In addition, reasonable changes are permissible in the context of further development. Changes that have a significant adverse effect on the customer will be announced at least four weeks in advance. Consent shall be deemed to have been given if the customer does not object by the date of the change (tacit consent). Changes that would significantly disrupt the contractual balance shall not be made.