

Aimtec Standard Terms

Specific Terms – Service Level Agreement for Services provided within the aimtec.cloud

1 Introductory Provisions

- 1.1 The Specific Terms of the Service performed within aimtec.cloud (for the purposes of this document, the “**SLA Terms**”) form part of the Standard Terms of Aimtec. These SLA Terms, together with the GBT, the Budget, the Specific Terms for CLO Service within aimtec.cloud, and any other applicable Specific Terms, constitute the Contract.
- 1.2 In the event of a discrepancy between the individual documents, the following order of precedence applies: first the provisions of the Contract (as defined in the GBT), then the specific Specific Terms for CLO Service within aimtec.cloud, then these SLA Terms, then other Specific Terms, and finally the GBT. Capitalized terms not defined in these SLA Terms have the meaning given to them in the GBT or in other applicable Specific Terms.

2 Definition of Terms

2.1 Total Number of Minutes in a Month

Measured as 24 hours a day, 7 days a week during one Month.

2.2 Month

Means a calendar month.

2.3 Monthly Subscription Fees

Subscription fees for the relevant CLO Service for the given Month (or 1/12 of the annual fee).

2.4 Planned Downtime

The period includes the Planned Maintenance Window or unavailability caused by factors outside the reasonable control of the Supplier such as Force Majeure.

2.5 Planned Maintenance Window

Means the planned period during which maintenance of the CLO, updates or other interventions are performed that may cause unavailability of CLO Service Delivery.

2.6 CLO Service Availability Percentage within the aimtec.cloud

Availability (%) = (Total number of Minutes in the Month – Planned Downtime – Outage/Total Number of Minutes in the Monthly – Planned Downtime) * 100

2.7 ServiceDesk

The ServiceDesk (SED) application serves as a unified point for submitting requests. All services defined under these SLA Terms and the Contract must be submitted/ordered via the SED service. The service is available at: <https://sd.aimtecglobal.com>

2.8 CLO Service Availability SLA

Means the percentage of availability of the CLO Service within the aimtec.cloud during each Month for the production environment of the CLO Service within the aimtec.cloud.

2.9 Outage

Means the total number of minutes in the Month during which the production environment of the CLO Service within the aimtec.cloud is not available, except for Planned Downtime.

3 SLA availability and contractual penalty

- 3.1 If the Supplier fails to meet the CLO Service Availability SLA for a given Month, the Customer is entitled to claim a contractual penalty, calculated as a percentage discount on the Monthly Subscription Fee, as specified below, up to a maximum of 100% of the Monthly Subscription Fee for the given Month. If the Customer claims the contractual penalty, the Supplier shall reflect the amount in the invoice for the following Month.

% discount on Monthly Subscription Fee in case of SLA failure	
< 99,9 %	10 %
< 99 %	25 %
< 95 %	100 %

3.2 The claim for the contractual penalty must be raised through the SED application within 14 days after the end of the corresponding Month in which the Supplier failed to meet the specific CLO Service Availability SLA. After the expiration of 14 days, the right to the contractual penalty ceases to exist.

3.3 **System Availability Report**

The Supplier shall provide the Customer, upon the Customer's request submitted via the SED application, with a report describing the SLA availability percentage of the relevant CLO Service Delivery for the given Month.