

# Service Level Agreement

This Agreement sets out the Service Levels for the Services provided by Rohde & Schwarz (“**R&S**”) under the R&S General Terms and Conditions for the Software-as-a-Service Solutions (“**Terms**”).

## 1. DEFINITIONS

Notwithstanding the definitions in the Terms capitalized terms used in this Appendix 1 other than proper nouns shall have the meaning as set out below:

“**Planned Downtime**” shall mean a period of time in which the Software Solution is unavailable to the Customer due to testing, development and maintenance windows as scheduled under Sub-Clause 2.1, unless the unavailability results from circumstances that are beyond R&S’s reasonable control.

“**Unplanned Downtime**” shall mean a period of time including without limitation, force majeure, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving R&S’s employees), computer, telecommunications, internet service provider or hosting facility failures or delays involving hardware, software or power systems not within R&S’s possession or reasonable control, and network intrusions or denial of service attacks, problems with Customer or third party applications, integrations, equipment or data, Customer or third party acts or omissions (including anyone gaining access to the Service by means of your passwords or equipment), failure to adhere to required system configurations and supported platforms for accessing the Service, R&S’s compliance with any designs, specifications, or instructions provided by Customer or a third party on Customer’s behalf.

“**Software Solution Availability**” means that the Customer can execute and use the essential functions of the Service as defined in the Agreement.

## 2. SOFTWARE SOLUTIONS AVAILABILITY

R&S will strive to attain a Software Solutions Availability of at least 98.5 % per year.

The Software Solutions Availability is calculated per year as follows:

$$\text{Availability in percent} = \frac{\text{Total Availability} - \text{Unplanned Downtime} - \text{Planned Downtime}}{\text{Total Availability} - \text{Planned Downtime}} \times 100$$

- **Total Availability** is the total minutes in the year;
- **Unplanned Downtime** is the total minutes unavailable in the year outside of the scheduled testing, development and maintenance window;
- **Planned Downtime** is the total minutes of scheduled testing, development and maintenance windows in the year.

When determining the Software Solutions Availability, faults and interruptions due to general testing, development and maintenance windows (“**Planned Downtime**”) and force majeure and/or over which R&S has no influence (“**Unplanned Downtime**”) will not be taken into account.

The demarcation point, at which the Software Solutions Availability will be measured, shall be the WAN-sided router output of the data centre in which the Software Solutions are hosted.

#### 2.1 Planned Downtime

Planned Downtime is maximum 2 hours per week or 8 hours per month for testing, development and/or maintenance windows from (Munich Office time) Central European Time. The times for planned downtimes may change upon 3 days’ notice to the Customer provided in the R&S Software Solution or Customer Portal.

#### 2.2 Archiving and recovery of Customer Data

Monitoring and application data will be stored in the Microsoft Azure cloud. Customer contact data will be stored locally at Rohde & Schwarz. In cases of service outages data will be restored by Rohde & Schwarz.

### 3. SUPPORT SERVICES

3.1 The customer may submit a support request via GLORIS, the Rohde & Schwarz customer portal (<https://gloris.rohde-schwarz.com>), or alternatively via e-Mail ([online.webshop@rohde-schwarz.com](mailto:online.webshop@rohde-schwarz.com)).

3.2 Customer may also contact R&S for support services via below hotline numbers. The support services shall be available from Monday to Friday during office hours:

Europe: +49-89-412912345      9 a.m. to 5 p.m. Central European Time (CET)

USA: +1-888 837 87 72      9 a.m. to 5 p.m. Eastern Standard Time (EST)

3.3 The support services are provided in German & English.