

# Service Level Agreement

The Service Level Agreement describes the services that the Company provides within the framework of the contract concluded between the Company and Customer.

The content of this document applies to both partners as bindingly agreed, with the common goal of being able to serve the end customers or companies efficiently, economically and effectively with the appropriate quality and to clarify the responsibility between the contracting parties.

## 1. Definitions

"**Affiliate**" of a Party means any juridical person that is (a) directly or indirectly owns or controls the Party, or (b) under the same ownership or direct or indirect control of the Party, or (c) owned directly or indirectly or controlled from the Party, as long as such property or control lasts.

"**Agreement**" means the agreement between the Company and the Customer, consisting of these General Conditions and any other clause applicable to the Cloud Services.

"**SLA**" means the Service Level Agreement for the Cloud Services.

"**Cloud Service(s)**" means cloud-based SaaS (software as a service) network server services provided by the Company to Customer, as outlined in the Agreement.

"**Company**" means the company LORIOT AG a Swiss company with registered office at Zürcherstrasse 68, 8800 Thalwil, Switzerland.

"**Customer**" means the company that signs the Contract with the Company.

"**General Terms**" means the General Terms and Conditions 2019.

"**Intellectual Property Rights**" means all patents, utility models, design rights, copyrights (including the right to modify, modify, develop and assign), trademarks, trade names, inventions, trade secrets, domain names, know-how and any other industrial or intellectual property right (including related applications).

"**Party**" and "Parties" mean jointly and separately the Company and the Client.

"**Fee(s)**" means the compensation paid by the Customer for the license to use the Cloud Services.

"**Web Site**" means the Company's website at <https://loriot.io/>.

## 2. General information for the services

2.1 This cooperation takes place in the common processes, the services, the logistics and the required exchange of information. All services to be provided and the products used are subject to the agreements described here.

## 3. Place of the service provided

3.1 The software support and software maintenance services are provided by remote support. Should an onsite service be required except in exceptional cases (eg. training) this will be agreed separately.

## 4. Service Level Agreement for the Cloud Services

4.1 ensures the operation and maintenance of the Customer network server using the following metrics:

<b>Metric</b>	<b>Guaranteed availability per month</b>
<b>Computation of the LoRaWAN data and forwarding to the «Application Outputs»</b>  Availability is no longer guaranteed if less than 75% of the valid LoRaWAN packets received by the network server do not arrive at the consuming application.	99.9%  (44min Downtime)
<b>Latency of the downlink messages to the device</b>  Availability is no longer guaranteed if the RX2 receive window (2 seconds after sending an uplink message) of the devices can not be reached by the server for 10 minutes.	99.9%  (44m Downtime)
<b>Accessibility of the LORIoT Dashboard.</b>  Availability is no longer guaranteed if the dashboard is unreachable for 5 minutes or if it returns "Error Codes" for 5 minutes.	99.9%  (44min Downtime)

<p><b>Availability of the LORIOT backend APIs.</b></p> <p>Availability is no longer guaranteed if the backend API is unavailable for 5 minutes or if it returns "Error Codes" for 5 minutes.</p>	<p>99.9%</p> <p>(44min Downtime)</p>
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*Table 1: Definition of the metrics*

These metrics are used to ensure the measurability of successful compliance with the Company SLA.

The availability of each measurand is considered individually.

## 5. Exceptions

**5.1** Availability is not affected if downtime occurs as part of a Cloud Services update or upgrade. Due to the Cloud Services ordered by Customer, the Company guarantees a maximum downtime of one (1) hour during Cloud Service updates and upgrades.

**5.2** The Company reserves the right to schedule Cloud Services updates and upgrades at its convenience. The Customer shall be notified in writing with a minimum of seven (7) days notice of the scheduled update time and date.

## 6. Hosting

**6.1** If it is proved that the Cloud Service outage is caused by an issue with the underlying subcontracted hosting provider, the SLA between the Company and Customer is not breached.

## 7. Penalties on breach of guaranteed availability

**7.1** The following table describes the reduction of the service fee in the month after the availability could not be met in the month of occurrence to a percentage dependent on the downtime.

Should the Company be unable to meet the guaranteed SLA availability, the following penalties will apply:

<b>Outage</b>	<b>Reduction of the Service Fee</b>
After 43min to 8h	15%

After 8h to 24h	25%
After 24h to 72h	35%
After 72h	50%

Table 2: Downtime and reduction of the Cloud Service fee

## 8. Service Desk

### 8.1 Service Desk business hours:

Service	Service Desk	
Business hours	Monday – Friday	08:00 – 18:00*

Table 3. Service desk business hours.

\*Applies to work days in Switzerland

**8.2 Scope of Service.** The Company provides a "support ticket system" for Customers. Faults and requirements are accepted by the Company support, classified and forwarded to its technicians for processing. Customer may report faults and service requests by email to support@loriot.io or the ticketing system provided by the Company.

**8.3 Service desk response time.** The service desk will respond to new support tickets during the defined business hours.

**8.4 Ticket resolution time.** Tickets will be prioritized and resolved by the technical support team with best effort.

**8.5 Acceptance and classification of support tickets.** For each message, a unique reference number is assigned from the ticket system of The Company and the message from Customer is confirmed by email.

**8.6 E-mail notification of status changes.** If Customer reports incidents or requests, the Company will notify the reporting Customer by email about the ticket status changes through the Company ticket system.

## 9. Software Support Service

### 9.1 Software Support business hours:

Service	Software Support Service	
Business hours	Monday – Friday	08:00 – 18:00*

*Table 4. Software support business hours.*

\* Applies to work days in Switzerland

**9.2 Scope of Service.** The software support of the Company supports the Customer in case of faults or questions about the product. The Company software support is provided for the last three product versions and is guaranteed for the latest software version for a minimum of 3 years.

**9.3** The Company will provide the support services after Customer's personnel have performed the initial analysis and diagnosis and reported the results to the Company. The Company is supported in its work by Customers technicians in further work and solution-finding.

**9.4 Remote Support.** Support for the Company software is provided via telephone, email or remote access to Customer technicians for troubleshooting, installation and configuration changes. Remote support also includes answering questions about technical features or compatibilities.

**9.5 Analysis of Log- and Trace data.** Upon request, The Company analyses the data of log or trace files that are created or recorded as part of the error containment. The result will be reported to Customers technicians and used for further error analysis.

**9.6 Software Hotfixes and Updates.** The Company fixes bugs in the software that are at the expense of The Company and takes over the update of the systems.

## 10. Software Maintenance

### 10.1 Software Maintenance business hours:

Service	Software Maintenance	
Business hours	Monday – Friday	08:00 – 18:00*

Table 4. Software Maintenance business hours.

\* Applies to work days in Switzerland

**10.2 Scope of Service.** With software maintenance, Customer is entitled to new (up-to-date) software versions for the contractual software products and can bring the request for new functions to the Company

**10.3** Software maintenance services are provided by the Company for the last three product versions and are guaranteed for the latest version of the product for a period of 3 years.

### 10.4 Categories of software maintenance:

1. Release updates / upgrades due to new features implemented by the Company
2. Release updates / upgrades due to changes in the LoRaWAN standard

A release of updates / upgrades can also be a combination of categories.

**10.5 Software Updates.** The Company creates software updates for the current software version. This is at the discretion of the Company, but typically is at least twice per calendar year.

**10.6** The software packages are distributed and installed by the Company to the Cloud Services of the Customer. The time of distribution is defined solely by the Company with a minimum of seven (7) days notice for the Customer.

**10.7** The bugs fixed with the software package, the requirements met, and any dependencies on other products are provided in the Company update documentation.

**10.8 Software Upgrades.** Customer will receive corresponding documentation for each newly available upgrade.

**10.9** The Company creates software upgrades for the current software version. This is at the discretion of the Company, but typically at least once a calendar year.

**10.10** The upgrade packages are distributed by the Company to the Cloud Services of the Customer. The time of distribution is defined solely by the Company with a minimum of seven (7) days notice for the Customer.

**10.11** The upgrade package includes all previous functions as well as standard product enhancements by the Company according to the roadmap as well as the further development of the LoRaWAN standard according to the LoRa Alliance specification.