

# GENERAL TERMS AND CONDITIONS

Additional General Conditions  
on SaaS (Software as a Service)

Status: August 2019

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## **Additional General Conditions on SaaS**

### **1. Type and Scope of Service**

- 1.1 The COOR software (in short "Software") is operated by the Provider as an SaaS solution (Software as a Service). The Provider provides the Licensee with the software in the version agreed upon, in each case, at the router exit of the computer center where the server with the software is located for use. The Licensee thus obtains the technical possibility and authorization to access the COOR software, which is hosted on central servers of the computer center, via the Internet and to use the functionalities of the software within the scope of the contractual agreement.
- 1.2 The COOR software, the computing power required for its use and the corresponding storage and data processing space are provided by the provider. The Provider will provide the Licensee with a defined amount of storage space on a server for the purpose of storing his data. The Licensee can use a storage capacity of 2 GB on this server. The storage space can be increased through payment.
- 1.3 Delivery for the contractual services is the router output of the data center used by the Provider. The client-side connection to the Internet is the responsibility of the Licensee. This is not part of the SaaS scope of services.

### **2. Responsibility and Service of the Provider**

- 2.1 The Provider is responsible for delivering the agreed contractual services and the agreed service level. These include the reliable and safe operation of the technical infrastructure, installation and maintenance of the software, operation of a back-up system, as well as the measures required to maintain operational capability. The provider provides the client with the ordered SaaS products for the intended use and grants the client the non-exclusive and non-transferable right to use them during the term of the contract.

### **3. System Availability**

- 3.1 The SaaS services are provided according to "best effort" principles. The Provider shall take all reasonable measures to ensure that the SaaS products can be used without interruption. The Licensee is aware, however, that the SaaS services and other components provided by third parties, whose functionality cannot be influenced by the Provider, are a technically complex system, which is why the Provider cannot guarantee the constant and complete availability of these components.
- 3.2 The SaaS service is made available to the Licensee 7 days a week, 24 hours a day, with an availability of 98.5% in relation to one year. The transfer point for the SaaS services is the router exit of the data center used by the provider to the Internet.
- 3.3 Excluded from the availability are those periods which the Provider marks as so-called maintenance windows for optimization and performance improvement as well as loss of time in the detection and elimination of malfunctions, in the adaptation, changes and additions to the present SaaS services and failures due to "Acts of God." The Provider draws the Licensee's attention to the fact that restrictions or impairments of the SaaS services provided may occur which are beyond the Provider's control. This includes in particular actions of third parties who are not acting on behalf of the Provider, technical conditions of the Internet which cannot be influenced by the Provider and "Acts of God." Insofar as such circumstances influence the availability or functionality of the service provided by the Provider, this has no effect on the contractual conformity of the services provided.

#### 4. Shortfall in Availability

- 4.1 In special cases, a penalty arrangement can be agreed between the Licensee and the Provider in the event that availability falls short of the agreed levels. In case of a corresponding agreement, the Licensee is entitled to withhold 10% of a monthly fee for each started hour which is below the guaranteed availabilities.
- 4.2 The maximum possible reduction is stated as 3 monthly fees per calendar year, any further assertion of actual damages is excluded unless they are covered by the Provider's business liability insurance.

#### 5. Disruptions to Data Center Services / SaaS Services

- 5.1 The basic functions of the SaaS services are monitored daily. Unless otherwise agreed, maintenance and support of the SaaS services shall be performed on working days during office hours: Monday to Thursday 08:00 to 16:30 (CET), FR 8:00 to 14:00 (CET).
- 5.2 The Licensee shall report disruptions in availability (of the SaaS services) immediately to the Provider and undertakes to support the Provider in rectifying the disruption to a reasonable extent.
- 5.3 Error messages must be sufficiently detailed and comprehensible.
- 5.4 In the case of fault reports received during office hours, fault rectification shall begin within four hours. In the case of fault reports received outside office hours, troubleshooting will begin on the following working day.
- 5.5 In the event of serious disruptions that make the use of the SaaS services no longer possible or severely restrict them, maintenance shall be performed within 4 hours of the Provider's knowledge.
- 5.6 The Provider offers a free fault service. The Provider receives fault reports from the licensee daily in the time from 00:00 to 24:00 o'clock by e-mail: [stoerung@coor.info](mailto:stoerung@coor.info). The fault services are offered by the Provider during office hours. Inquiries received outside office hours shall be deemed received during the next working day. The troubleshooting service does not include inquiries about COOR Software.
- 5.7 The Provider shall notify the Licensee of the maintenance work in good time and carry it out in the shortest possible time in accordance with the technical conditions.
- 5.8 If foreseeable maintenance work is required, this shall be announced at least one working day in advance. The maintenance work shall be carried out outside office hours.
- 5.9 If the examination of a fault report shows that the fault was not within the area of responsibility of the Provider, the Provider is entitled to charge the licensee for the expenses incurred for the examination of the fault according to the Provider's price list valid at that time.

#### 6. Data Center

- 6.1 The Provider has the right to call in third parties (subcontractors) to provide contractual services. This applies in particular to hosting services. The necessary IT infrastructure shall be provided via secure, ISO 27001 certified data centers located within the EU.
- 6.2 The Provider reserves the right to choose the data center. The Provider shall ensure that it has carefully selected the subcontractors, taking particular account of the suitability of the technical and organizational measures it has taken, and has imposed data protection obligations on them in accordance with Art. 28 (3) DSGVO.
- 6.3 If a subcontractor is a commissioned data processor within the meaning of DSGVO Art. 28, the Provider has concluded a data processing agreement by contract.
- 6.4 In any case, the Licensee shall be provided with the address data of the subcontractors upon conclusion of the Agreement.
- 6.5 The Provider also reserves the right to change subcontractors. The Licensee will be informed in good time of any intended change with regard to the involvement or replacement of other subcontractors. A change - without putting the Licensee at a disadvantage - does not require the Licensee's consent. Information about a change must be given in good time, but at least two weeks in advance. The Licensee will not incur any additional costs for a change initiated by the Provider.