

Service Description - Service Level Agreement of genua GmbH (SLA)

Disclaimer

The English version of the Service Level Agreement of genua GmbH (SLA) is provided for convenience and clarification only. Only the German version is legally binding.

1. Definitions

GTOC refers to the genua Technical Operation Center. At genua, the GTOC assumes the role of the service desk and can provide 24/7 support.

Hotfix refers to an individual error correction for specific services, provided based on customer needs.

Customer refers to the contracting party of genua and includes only businesses, legal entities under public law, or special funds under public law.

License includes the product name along with any additional product features and is linked to a serial number. The right to use the product and to obtain the software via the service portal is validated by the license number.

Patch refers to the release of a specific patch level for a previously released version. Patches include error corrections, security-related updates, and, where applicable, minor functional enhancements. Each Patch is documented in the README file, including its contents and update instructions. Depending on the product, Patches are either applied incrementally or installed like releases; see the relevant documentation. Patches are compatible with the main version.

Release comprises the publication of a new version of a product and typically starts with patch level 0. Releases include new or expanded functionality and error corrections for Patches from previous versions. The release documentation is provided in the release notes, which describe new features, potential behavioral changes, discontinuations, update service information, and upgrade instructions. By default, an updated manual is provided with each Release.

Serial Number uniquely identifies a customer system. Services are linked to a Serial Number, which is used to verify authorization to use a service.

Service Portal is a web portal for the provision of Releases and Patches, along with all related documentation, as well as additional service information, debugging guides, know/security issues, and workaround solutions.

System refers to a product for which a service contract has been concluded.

Update refers to the installation of one or more Patches, i.e., a change to a new patch level.

Upgrade refers to the installation of a Release, i.e., a change from a previous version to a new one. In general, it is possible and recommended to switch directly to the latest patch level of the new version.

2. Introduction

This Service Description defines the support services offered by genua or a third party commissioned by genua, provided that the Customer has entered into a maintenance agreement. The General Terms and Conditions of genua GmbH (GTC) and the End User License Agreement of genua GmbH (EULA) apply to this maintenance agreement. These documents are available at www.genua.eu/gcc. The following software support levels are available:

	Update Service (Section 3)	Hotline Service (Section 4)	Security System Management (SSM) (Section 5)
Level	Basic Support	Extended Basic Support	Extended Basic Support
Software Updates	Yes	Yes	Yes
Service Portal	User Logins	User Logins	User Logins
Email and Telephone Support via the genua Technical Operation Center (GTOC) = Service Desk	No	Yes	Yes
Service Management Practices based on Information Technology Infrastructure Library (ITIL)	None	Service Desk Incident Management Problem Management	Like Hotline Service, with the addition of: <ul style="list-style-type: none"> Request Management Monitoring and Event Management Support with: <ul style="list-style-type: none"> Change Management Release Management Service Validation and Testing Configuration Management Capacity Management Availability Management and Security Management

Upon entering into a service agreement, the Customer receives Serial Numbers and Licenses for the products, as well as login credentials for the Service Portal and contact information for support.

genua defines the supported operating environments and/or interfaces to third-party components for each product and version. This includes the names of the products or components and their corresponding versions. These definitions may change over time as the products or components evolve. genua specifies these definitions in the release notes for each new product version. Support is provided only when the genua product is used in conjunction with the defined product or component versions.

3. Scope of the Update Service

The Update Service includes the following services:

- 3.1 The provision of new Patches and Releases made generally available by genua or a genua technology partner, in various formats for new installation or Upgrade/Update, depending on the product. Delivery is carried out either via the Service Portal of genua or that of the genua technology partner, depending on the product. For certain products, delivery is only available on physical media.

The Customer has the option to receive notifications regarding the Release and availability.

- 3.2 The currently supported versions of a product are listed in the latest release notes.

This generally includes the latest version, the immediately preceding version, and any other versions that may still hold valid certifications or approvals.

4. Scope of the Hotline Service

The Hotline Service includes the following:

- 4.1 For systems covered by the Hotline Service, genua shall support the Customer by providing advice on configuration, installation, or operation-related questions.

4.2 Service Hours

- 4.2.1 The email and telephone hotline provided by genua is available on business days (Monday to Friday, excluding Bavarian public holidays) between 9:00 a.m. and 5:00 p.m. German local time. genua shall provide a support phone number and email address for this hotline.

- 4.2.2 The standard response time is one business day. A response is defined as the first visible action by genua, such as a follow-up call from a genua support staff member or a confirmation via the ticketing system that the issue is being handled.

- 4.2.3 For certain products, service hours may be extended to 24/7 for an additional fee. A shortened response time may also be agreed upon for such products. These terms shall be specified in the support contract. If the Customer operates multiple systems in a networked environment, the applicable service hours must be defined uniformly for all systems.

4.3 Ticket Management

Customer inquiries are received centrally at the GTOC via telephone and email.

- 4.3.1 All inquiries are logged in a ticketing system. Incoming emails are automatically routed to the appropriate inquiry queue based on the recipient address and are assigned to a contact person according to the sender's address.

4.3.2 The authorization of the inquiry is verified.

4.3.3 The GTOC classifies inquiries according to three main criteria:

- a) Class
- b) Priority
- c) Product/Service

4.3.4 The inquiry category includes the following types: incident, request, consultation, complaint, and information.

4.3.5 genua processes inquiries based on their priority, which is determined by urgency and impact. genua distinguishes four levels, from A to D, corresponding to Critical, High, Moderate, and Low. Priority may also be indicated in the message subject line or communicated verbally.

4.3.6 Typical cases are as follows:

- a) Priority A:
 - (i) Complete failure of a system or HA node
 - (ii) Failure of a production service affecting a large number of users
 - (iii) Ongoing security incident involving the firewall system (e.g., an attack on the system)
- b) Priority B:
 - (i) Functional degradation of a production service or the overall system due to communication issues with certain servers
 - (ii) Limitations due to issues processing documents or data in certain (i.e., not all) formats or content types
 - (iii) Support for configuration of production-critical services
 - (iv) Inquiries regarding system security based on substantiated suspicions, such as a general security issue being discussed online
- c) Priority C:
 - (i) Support for general system configuration
 - (ii) Issues experienced by individual users while using the system that cannot be reproduced by others
- d) Priority D:
 - (i) General inquiries about system configuration and operation
 - (ii) Support for the analysis of logs and configuration options

4.3.7 Where possible, initial processing of the inquiry is carried out directly by the GTOC. If no solution can be found due to time or technical constraints, the ticket is forwarded to another service staff member. The GTOC remains responsible for monitoring the ticket with regard to the agreed response times. If these times are exceeded, a hierarchical escalation is triggered within the support team.

4.3.8 Incoming inquiries are regularly analyzed statistically based on their characteristics. This analysis may also be company-specific, and the data can be made available to the Customer.

4.4 Problem Management

4.4.1 Incidents with unknown causes will be further investigated to identify the issue.

For this purpose, the Customer must provide the necessary and requested system information, such as log messages and statistical data.

If genua deems it necessary, a video conference with the Customer may be held for troubleshooting purposes. This may include the Customer sharing their screen with genua, without genua gaining direct access to the systems involved.

4.4.2 Depending on the product, product errors are recorded in genua's bug tracking system and either prioritized for internal resolution or forwarded to the genua technology partner with an assigned priority.

4.4.3 Recurring errors and potential workarounds are compiled in a standardized manner and made available to the Customer via the Service Portal.

4.4.4 The provision of Patches is coordinated internally by genua, taking into account both error priorities and Customer priorities.

4.5 The services provided under Section 4 do not constitute a contract to produce a work (*Werkvertrag*) in the legal sense.

5. Scope of Security System Management

Security System Management includes IT service operations for the systems, incorporating all services of the Hotline Service as well as the following additional operational services:

5.1 Access to the System

5.1.1 The Customer must provide genua with cost-neutral access to the supported systems.

5.1.2 Remote access to the system console is required for full remote support during system upgrades or updates, depending on the product, or for more in-depth error analysis. Various technical solutions are possible for this purpose, which the Customer must provide in coordination with genua, such as a serial connection via a console server or a genubox.

5.2 Configuration

5.2.1 The Customer shall designate a responsible contact person for each site and, if necessary, a deputy. Only these designated contact persons are authorized to request configuration changes from genua. If the contact person changes, genua must be informed.

5.2.2 Configuration changes may cover any aspect of the system, including, for example, the installation of genua-specific software options or the setup of DMZs.

5.2.3 All configuration changes made by genua, including requests, are documented in the ticket system.

5.2.4 Configuration changes are generally coordinated with the responsible contacts on the Customer's side.

5.2.5 genua is entitled to request confirmation of configuration changes, at least in text form.

5.2.6 The configuration of genua systems is adjusted by genua as necessary to ensure secure operation.

5.2.7 Configuration changes made by the Customer must be reported to genua.

5.3 Monitoring

5.3.1 System monitoring is carried out at the GTOC.

5.3.2 Automatic checks monitor system availability and detect issues such as disk overflows, sustained CPU overload, memory shortages, bottlenecks in external network connectivity, or the inaccessibility of critical internal servers. If necessary, countermeasures will be initiated in coordination with the Customer.

5.3.3 Individual checks may be implemented in agreement with the Customer.

5.3.4 Reported events are recorded as incident tickets in the ticket management system and handled according to their level of criticality.

5.3.5 The Customer must designate appropriate contact persons to receive monitoring notifications; this may include the Customer's hotline. For extended support hours, the procedure for handling incidents outside the Customer's regular business hours must be clearly defined.

5.4 Upgrades and Updates

5.4.1 Upgrades to the contractual software or the operating system shall be performed by genua, in consultation with the Customer, either via remote access pursuant to Section 5.1.2 or with the assistance of the designated on-site contact person.

5.4.2 genua shall remedy software bugs and security vulnerabilities in the supported system as soon as a corresponding Patch is available to fix the bug or vulnerability. The Update shall be performed by genua via remote access pursuant to Section 5.1.2 or with the assistance of the designated on-site contact person.

genua's Security System Management does not include the resolution of software issues to the extent they go beyond the application of Patches.

5.4.3 Downtimes resulting from Upgrades or Updates shall be coordinated with the Customer in advance.

5.5 Archiving of Configuration Data

5.5.1 genua supports the setup of configuration backups, which may, for example, be saved to a USB stick connected to the system or archived on a Customer-owned computer system to ensure rapid configuration recovery.

5.5.2 Upon request, the current configuration backups may also be automatically encrypted and transmitted to genua on a daily basis. Configuration backups archived by genua shall be retained for a minimum of six weeks. After this period, genua reserves the right to delete the archived data.

5.6 Interface Issues

In the event of communication issues involving the Customer's systems and genua systems, or across genua systems, genua shall analyze the situation to the extent necessary to either confirm or rule out a malfunction of the genua systems. The Customer shall cooperate in this analysis by providing relevant data. genua shall, in turn, provide the Customer with the necessary data (configuration data, log excerpts, network traffic captures at genua interfaces). Any involvement in problem analysis beyond this scope is not covered by genua's Security System Management.

5.7 Other Tasks

5.7.1 Initial consultation regarding the expansion or redesign of the managed systems.

5.7.2 Consultation with designated contact persons regarding the configuration of local software that communicates with genua firewall appliances (e.g., web browsers, media players).

5.7.3 If required, an encrypted communication channel may be established for email communication between the Customer and genua.

5.7.4 In the event of a hardware replacement, genua shall provide remote support to the on-site contact during installation and configuration.

5.7.5 Activities related to remote maintenance, such as the administration of remote maintenance sessions, operator functions, and the performance of operational tasks on service boxes, are not included in the scope of services.

6. Subsequent Extensions of the Selected Support

6.1 Ongoing software support may be extended. Such an extension may occur through a license update associated with a hardware update, an additional agreement for a higher support level, or the addition of modules.

6.2 A hardware update is always accompanied by an update of the existing software license to a higher-tier license. As a result, the existing support agreement is converted into the corresponding support applicable to the updated hardware. This is because the hardware update enables the Customer to enhance their existing hardware to a higher level of functionality and performance. Any resulting increase in support fees shall be accepted by the Customer.

6.3 By entering into an agreement for an additional, higher-level support tier, the Customer becomes entitled to the additional services associated with that tier. Any resulting increase in support fees shall be accepted by the Customer.

6.4 In addition to the selected support, the Customer may purchase additional support modules for specific supplementary products, such as antivirus software or a high-availability option. Any modules added to the existing support agreement must correspond to the same support tier as the main agreement. Any resulting increase in support fees associated with the purchase of supplementary modules shall be accepted by the Customer.

7. Excluded Services

The following services are expressly excluded from all types of support:

Development or customization of software to meet the specific requirements of the Customer.

Correction of errors resulting from the Customer's misconfiguration or from causes outside the scope of genua products. Warranty obligations arising from other contractual relationships, particularly from a purchase agreement between the Customer and genua concerning the system, remain unaffected.

Support and consulting services exceeding the scope defined in the respective support tiers.

Maintenance services for programs used outside the operating conditions defined by genua or modified by the Customer without genua's authorization.

Maintenance of hardware components.

These services are subject to separate agreement and remuneration, if applicable, and are not covered by this SLA.

8. Customer Cooperation Obligations

- 8.1 The Customer shall perform regular data backups, including of the entire system on which the software is operated, as well as of master and transactional data. Such backups shall be performed in accordance with the principles of proper data processing.
- 8.2 Upon genua's request, the Customer shall make use of the email or telephone hotline via two qualified contact persons designated by the Customer.
- 8.3 The cooperation obligations set out in Sections 8.1 and 8.2 constitute material contractual obligations to be fulfilled by the Customer at their own expense. If the Customer fails to fulfill these obligations, or fails to do so in a timely manner, genua shall be released from its obligation to provide maintenance services for the affected portion of the service.