
Service Level Agreement (SLA)

Version 2.0, valid from 01.07.2024

1 Service Availability

ROOMZ will use best efforts to ensure that the Product will be available for all days during the year for 99.5% of the time, calculated on a monthly basis. "Downtime" (calculated as the difference between 100% of the time in a year and the actual percentage of time during that year that the Product is available) will exclude unavailability due to (i) scheduled maintenance; (ii) technical malfunctions in the ROOMZ's systems or any other circumstances beyond the ROOMZ's reasonable control (for example but not limited to Internet delays, network congestion, ISP and CSP malfunctions).

2 Helpdesk

ROOMZ will use commercially reasonable efforts to make available an email helpdesk facility (hereinafter the "Helpdesk") during office day and office hours 08:00 – 17:00 CET.

ROOMZ commits reasonable internal resources to offer adequate support to the Customer.

The Customer must make all requests for Support Services through the Helpdesk at support@roomz.io.

2.1 Response Times

ROOMZ will use reasonable endeavours to respond to requests for Support Services made through the Helpdesk as swiftly as possible and within the following response times. All requests with respect to the Product shall be prioritized based upon the severity of the problem:

Level	Description	Service Time	Response Time
1	Issue affects all or at least core functionality of the Software preventing the Customer from carrying out core business processes related to the service.	Office hours: 08:00 – 17:00 CET on Business Days*	6 Hours
2	All other issues with the Software with the core functionalities being usable.	Office hours: 08:00 – 17:00 CET on Business Days*	3 Business Days

*Business Day meaning Monday-Friday except Swiss public national holidays and holidays in the municipality of Fribourg, Switzerland.

2.2 Resolution Times

ROOMZ will use reasonable endeavours to resolve issues raised by the Customer through the Helpdesk as swiftly as possible considering the severity of the incident, it being understood, however, that ROOMZ cannot guarantee resolution times.

3 Measurement

Uptime is measured using the ROOMZ'S automated systems over each year. It is calculated to the nearest hour, based on the number of hours in the given year (8'760 hours).

4 Limits on Support Services

ROOMZ shall have no obligation under the Agreement to provide Support Services in respect of any fault or error caused by:

- a) the improper use of the Product by the Customer; or
- b) the use of the Product otherwise than in accordance with the terms of the Agreement.

5 Additional Support for On-Premise Installation

If the Software will be obtained and paid as an On-Premise installation, the Customer is entitled to up to 5 (five) hours of remote support per year.

6 Upgrades

The Customer acknowledges that from time to time during the Term of the Agreement ROOMZ may, in its sole discretion, apply Upgrades to the Product, "**Upgrade**" meaning new versions of, and updates to the Product, whether for the purposes of fixing an error, bug or other issue or enhancing the functionality of the Product. The Customer acknowledges that such Upgrades may result in changes the appearance and/or functionality of the Product.

ROOMZ will give to the Customer prior written notice of any significant Upgrade to the Product. Such notice shall include details of the specific changes to the functionality of the Product resulting from the application of the Upgrade.

In addition to the termination rights defined in ROOMZ General Terms and Conditions (GTC), the Customer is entitled to immediately terminate the Agreement if ROOMZ fails to meet the service levels more than five (5) times in a year.

7 Annexed maintenance

ROOMZ may suspend its SaaS-Services (including access to the Product) in order to carry out scheduled maintenance, such maintenance to be carried out whenever possible outside office hours (as per Section 2.1).

ROOMZ must give to the Customer at least three (3) days' written notice of a scheduled maintenance, including full details of the expected Downtime.

ROOMZ will make every effort to ensure no disruption during maintenance. Nevertheless, access to the Product may be limited or even suspended.