SK Engine Support and Service Level Agreement for on-premise software (version 2023)

This Agreement (the "**Support Agreement**") is an integral part of the Customer Agreement between SKE and the Customer on the perpetual or temporary provision of software "on-premise". The Support Agreement particularly defines the scope and the quality parameters of support services commissioned by the Customer.

SKE warrants the performance parameters described in Section 1 depending on the individual service level (Basic/Standard/Extended). Scope and subject of the support services are defined in Section 2. The supplementary provisions under Section 3 apply in addition.

1. Service Level

Service Level	Basic
Support	
Responsibilities	
1st level support	Customer responsibility
2nd level support	Customer responsibility
3rd level support: Infrastructure	Customer responsibility
3rd level support: Application	SKE responsibility
Support Hours 3rd level support: Application	**9:00 a.m. – 5:00 p.m. (CET)** Mon.- Fri. except public holidays (in North Rhine-Westphalia, Germany)
Support quotas	
3rd level support: Application	**Up to 32 hours per year**
Service Requests	--
Response times within support hours	
Severity 1	Best effort
Severity 2	Best effort
Severity 3	Best effort
Communication	
Language	English
Ticketing system	email / Zendesk
Primary communication	email
Secondary communication *(organized by SKE)*	Virtual meeting (e.g., Zoom, Teams)
Call-back option	--

2. Scope of the Support Services

Response to Support Requests

Within the Support Hours defined in Section 1 SKE shall accept reports from the Customer regarding faults and problems caused by the Contractual Software and shall respond within the Response Times specified therein. SKE shall not be obliged to provide support services beyond the foregoing; in particular, SKE does not provide support for Customer systems or for third-party systems or faults and problems not caused by the Contractual Software. The support is provided in the language specified in Section 1.

The specified Response Time refers to times within the Support Hours. If a support request is received outside of the designated Support Hours, the Response Time is calculated starting with the beginning of the next Support Hours.

If the support quota is depleted, additional support requests from the Customer will incur separate charges based on the time and effort.

Severity (fault priority)

The relevant Response Time according to Section 1 depends on the fault priority (severity), which SKE determines for each support request based on the following criteria:

Fault priority	Criteria
Severity 1 (Critical disturbance)	A **Severity 1** fault occurs if access to essential functions of the Contractual Software is not possible, or if essential functionalities are not available, are executed incorrectly, or if the overall operation of the Contractual Software is significantly disrupted. A fault of priority "Severity 1" also exists if a loss of data occurs due to an error in the Contractual Software.
Severity 2 (Major disturbance)	A **Severity 2** fault occurs if essential functions of the Contractual Software are not available or are only available to a limited extent or are executed incorrectly.
Severity 3 (Non-significant disturbance)	A **Severity 3** fault occurs if non-essential functions of the Contractual Software are not available or are only available to a limited extent or are executed incorrectly.

Support requirements

The use of support by the Customer and SKE's obligation to provide the support services described is subject to preconditions that:

   a) the support request relates to an error caused by the Contractual Software or another problem caused by the Contractual Software and not to problems in the Customer environment;

   b) the Customer designates to SKE personnel with appropriate professional and technical qualifications who are responsible for 1st level support at the Customer's premises (so-called "**Power Users**");

   c) the support request to SKE by a Power User is made in the language specified in Section 1 via one of the communication channels indicated in Section 1;

   d) the support request is not subject to 1st level support, 2nd level support or 3rd level support: Infrastructure.

If the Customer makes use of the support even though these support requirements are not fulfilled, SKE reserves the right to charge for expenses incurred at reasonable rates.

3. Supplementary Provisions

Term and termination of the Support Agreement

a) Unless otherwise agreed, the Support Agreement enters into force upon conclusion of the Customer Agreement and is concluded for an indefinite period.

b) The Support Agreement may be terminated by either Party – also separately and independently of the Customer Agreement itself – by giving a three (3) months prior notification, giving effect to the termination at the end of a calendar year. If a minimum term of the Support Agreement has been agreed upon, termination for convenience give effect to the termination at the end of such minimum term at the earliest.

c) The right of either Party to terminate the Support Agreement for good cause remains unaffected.

d) Termination of the Support Agreement must be in text form to be effective.

e) If the subject matter of the Customer Agreement is the provision of software for a limited period of time (software rental), the Support Agreement shall end automatically upon expiration of the Customer Agreement; in this case, separate termination of the Support Agreement is not required.

f) Termination of the Support Agreement shall not affect the Customer Agreement as such.

Remuneration and Payment

The Customer is obliged to pay to SKE the support fees agreed. The payment terms agreed in the Customer Agreement shall apply.

Defects in the Contractual Software

Claims and rights of the Customer due to defects in the Contractual Software remain unaffected by the provisions of the Support Agreement.

Provisions of the Customer Agreement

In addition and subordinate to this Support Agreement, the applicable provisions of the Customer Agreement shall also apply to the Support Agreement, in particular the provisions of Customer Agreement on limitation of liability, confidentiality, and the provisions on applicable law and place of jurisdiction.

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