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1 Summary

1.1 *Executive Summary*

1.1.1 3d-berlin vr solutions GmbH

3d-berlin vr solutions GmbH founded in the beginning of 2007 by the virtual reality specialist Björn Clausen (PhD) and Adrian Zentner. 3d-berlin is specialized in indoor navigation solutions based on virtual reality technology.

1.1.2 Guide3D & easyGuide

Guide3D and easyGuide are the first platform-independent 3D and 2D information and guidance solutions for buildings supporting multiple output devices. These innovative and unique product lines offer a future-oriented solution for indoor navigation in buildings and complex areas.

1.2 *Subject*

This document specifies the service level agreement for the Guide3D & easyGuide product line. Its purpose is to define clear and measurable criteria for the services to be provided by the service provider to the service consumer for the product lines Guide3D and easyGuide throughout the duration of a dedicated support period.

2 Abbreviations and Definitions

2.1 Abbreviations

Abbreviations	Meaning
CEO	Chief Executive Officer
CET	Central European Time
KPI	Key Performance Indicator
SLA	Service Level Agreement
URL	Uniform Resource Locator
UTC	Coordinated Universal Time

2.2 Definitions

Term	Definition
Customer / Buyer / Service consumer	Any party purchasing a Guide3D or easyGuide product from the contractor.
Contractor / Vendor / Service provider	3d-berlin vr solutions GmbH Geisbergstrasse 16 10777 Berlin Germany
End user	A user using a Guide3D or easyGuide product

3 Referenced Documents

#	Title	Reference	Issue
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4 Service Level Agreement

SLAs are agreements between the service provider and service consumer and as such define the obligations of the parties involved.

4.1 Service Scope

The contractor provides a number of services to the customer for the product lines Guide3D and easyGuide throughout the duration of a defined support period.

These services are:

1. General Customer Support
2. Application Hosting
3. Tools & Add-ons Access
4. Product Support

Any hardware related services are explicitly not covered by this SLA.

4.1.1 General Customer Support

The contractor will answer questions and provide support for technical issues concerning the purchased products Guide3D and easyGuide (Third Level Support).

A technical issue is typically the request for a system design or quick training request regarding an application. The volume of work shall be 4 man-hours or less per request and the assessment of the workload is reserved to the contractor.

The support is meant for customer administrators or representatives excluding end user support.

4.1.2 Application Hosting

The contractor will host the web applications and ensure the operational condition and availability according to the individual contract agreements:

Item	Hosting
Tools and Add-ons	always by contractor
Guide3D/easyGuide mobile	always by contractor
Guide3D/easyGuide web	contractor or customer (including 3 rd party)
Guide3D/easyGuide kiosk	contractor or customer (including 3 rd party)

Applications hosted by the contractor are served by Host Europe GmbH (www.hosteurope.com), Europe's largest private hosting provider on a dedicated server. Host Europe is certified according to ISO 27001 and the data centers are solely located in Cologne/Germany.

Through Host Europe GmbH the contractor can guarantee the following performances of the core network:

- Availability of 99%
- Latency of 20 milliseconds
- Bandwidth of 100 Mbit/s during peaks

This service level is deemed fulfilled as long as it does not drop below the above value as a monthly mean.

For further information visit

- www.hosteurope.de/en/Host-Europe/Sicherheit regarding security matters and
- www.hosteurope.de/en/AGB for general performance definitions.

4.1.3 Tools & Add-ons Access

Depending on the individual contract agreements a number of additional tools and add-ons (e.g. Statistics analysis, Menu editing, SMS gateway, etc.) are provided to the customer.

Throughout the support period the contractor will provide unlimited access to these tools to the customer.

4.1.4 Product Support

The contractor will provide remote product support for the following fields:

1. Content Update
2. Minor Software Update
3. Minor Software Problem
4. Major Software Problem
5. Critical Software Problem

4.1.4.1 Content Update

A content update is typically the modification of a destination (e.g. shop tenant change in a mall) requiring an update of the menu, icons/logos and path video animations for Guide3D products. Several destination modifications can be combined in to a single content update request.

Structural measures (such as annexes to existing buildings) requiring the creation of new destination points are not covered by this SLA and can be ordered as a proper update request on demand.

4.1.4.2 Minor Software Update

A minor software update is typically the modification of the look (e.g. color, image, etc.), content (e.g. text message) or behavior (e.g. button action) of an existing application. The volume of work shall be 4 man-hours or less per request and the assessment of the workload is reserved to the contractor.

Major software updates (such as new functions or add-ons) requiring a significant programming effort are not covered by this SLA and can be ordered as a proper update request on demand.

Guide3D/easyGuide mobile as well as Tools and Add-ons are excluded from this minor software update requests as they are – in contrary to Guide3D/easyGuide web/kiosk – a standard solution across all contractor's clients and as such only adapted by content and theme according to each individual client's requirements. However improvement suggestions are welcome and implemented if considered beneficial by the contractor.

4.1.4.3 Minor Software Problem

A minor software problem is affecting an end user under certain conditions resulting in inconvenience (e.g. bad text translation) but not impacting the core purpose of the application.

4.1.4.4 Major Software Problem

A major software problem is affecting an end user under certain conditions resulting in displeasure (e.g. misinformation) effectively impacting the core purpose of the application.

4.1.4.5 Critical Software Problem

A critical software problem is affecting all end users under any condition resulting in frustration (e.g. non-responsive user interface) effectively depriving the core purpose of the application.

4.2 Service Availability

4.2.1 Communication Channels

The general point of contact for update requests or problem notifications is customer service through the following communication channels:

- Web-Portal:
 - <http://support.3d-berlin.com> [unique project id*]
- E-Mail:

The mail subject must mention the unique project id* and the type of issue (see §4.3). The mail text should shortly describe the issue.

 - support@3d-berlin.com
- Phone:
 - +49 (0) 30-92 10 700-91

*) The unique project id is a six digit number to identify a specific project. It is provided to the customer during the project set-up.

4.2.2 Support Times

The support time is the period during which the customer service can be reached via the associated communication channels.

- Working days: Monday to Friday, except German public holidays
- Working hours: 09:00 to 17:00 CET (UTC+1h)

4.3 Service Guarantee

The contractor guarantees the following key performance indicators regarding the scope of service:

#	Issue	Description	Communication channels	Request frequency	Time for acknowledgment	Time for accomplishment
1	General Customer Support	§4.1.1	Web-Portal, E-Mail, Phone	1 per week	2 workdays	8 workdays after acknowledgment
2	Application Hosting	§4.1.2	Web-Portal, E-Mail	n/a	n/a	n/a
3	Tools & Add-ons Access	§4.1.3	Web-Portal, E-Mail	n/a	n/a	n/a
4	Content Update	§4.1.4.1	Web-Portal	1 per month	3 workdays	12 workdays after acknowledgment
5	Minor Software Update	§4.1.4.2	Web-Portal, E-Mail	1 per month	3 workdays	12 workdays after acknowledgment
6	Minor Software Problem	§4.1.4.3	Web-Portal, E-Mail	1 per week	2 workdays	8 workdays after acknowledgment
7	Major Software Problem	§4.1.4.4	Web-Portal, E-Mail, Phone	unlimited	Next workday	4 workdays after acknowledgment
8	Critical Software Problem	§4.1.4.5	Web-Portal, E-Mail, Phone	unlimited	Same workday	Next workday after acknowledgment

4.3.1 Non-Compliance

Should the guaranteed service level not be complied with, the customer receives a credit note on its customer account as long as the contractor is informed of this in written form by letter within one month of the calendar month for which it is requesting the credit note. Definitive to timely receipt is the date of posting.

This following table defines the amount of the credit note depending on the non-compliance:

#	Issue	Severity level	Acknowledgment delay	Accomplishment delay
1	General Customer Support	I	10%* per workday	10%* per workday
2	Application Hosting	IV	20%* per workday	20%* per workday
3	Tools & Add-ons Access	III	15%* per workday	15%* per workday
4	Content Update	II	5%* per workday	5%* per workday
5	Minor Software Update	II	5%* per workday	5%* per workday
6	Minor Software Problem	I	10%* per workday	10%* per workday
7	Major Software Problem	III	15%* per workday	15%* per workday
8	Critical Software Problem	IV	20%* per workday	20%* per workday

*) Credit note relative to the monthly service fee

- Acknowledgment means that the contractor has taken notice and understood the issue.
- Accomplishment means that the contractor has solved the issue.

Application Hosting (#2) and Tools & Add-ons Access (#3) non-compliance occurs if the provided applications cannot be accessed via the internet or are not operational.

Example:

A critical software problem that has been acknowledged on Monday but not been fixed the next workday but only on Friday three days later, grants the customer a credit of 3 workdays x 20% = 60% of the monthly service fee.

The maximum credit note amount per month is limited to 100% of the monthly service fee. Further-going claims against the contractor, in particular those for compensation of indirect and consequential losses, such as missed profits, business interruption, loss of data and information etc., are excluded.

4.3.2 Escalation Process

In case of an irreconcilable difference of opinion between the service provider and service consumer (e.g. the severity of a software problem) the following escalation levels are applicable:

- Customer Service → Project Manager* → Sales Manager* → CEO

*) The name and contact details of the project and sales manager are provided to the customer during the project set-up.

5 Contractor and Customer Responsibilities

5.1 Contractor

The contractor / service provider is responsible for...

- ...fulfilling the covered services as specified in §4.1 Service Scope.
- ...respecting the times for acknowledgment and accomplishment as defined in §4.3 Service Guarantee.

5.2 Customer

The customer / service consumer is responsible for.....

- ...verifying that the issue is subject to the covered services as specified in §4.1 Service Scope prior requesting support from the contractor.
- ...ensuring the necessary constraints for the remote maintenance operations (power supply, internet access, etc.) are fulfilled.
- ...respecting the frequency and communication channels as defined in §4.3 Service Guarantee.

6 Termination of Agreement

This service level agreement is valid throughout the support period defined by either the product purchase contract or a dedicated support contract.