



# Service Level Agreement (SLA)

by

**danubelabs Softwarelabor OG**

Effective Date: 01-09-2022

<b>Document Owner:</b>	danubelabs Softwarelabor OG
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## Version

Version	Date	Description	Author
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## Table of Contents

1.	Agreement Overview	3
2.	Goals & Objectives	3
3.	Stakeholders	3
4.	Periodic Review	4
5.	Service Agreement Software Product “VAT Number Validator”	4
5.1.	Service Scope	4
5.1.1.	Description of Software Product	5
5.1.1.1.	Languages	5
5.1.1.2.	User Manual	5
5.1.2.	Integrated Cloud Services	6
5.1.3.	Validity of Checked Results	6
5.1.4.	Privacy	6
5.2.	Pricing	6
5.3.	Service Availability and Performance	7
5.4.	Customer Requirements	7
5.5.	Service Provider Requirements	8
5.6.	Service Assumptions	8
5.7.	Usage restrictions	8
6.	Service Management	8
6.1.	Service Availability	8
6.2.	Service Requests	9
6.3.	Issue-Management	9
6.4.	Release-Management	9
7.	Other	9
7.1.	Severability clause	9
7.2.	Rights of the Software	10

## 1. Agreement Overview

This Agreement represents a Service Level Agreement (“SLA” or “Agreement”) between danubelabs Softwarelabor OG and all its customers for the provisioning of IT services required to support and sustain the product/service VAT Number Validator.

This Agreement remains valid until superseded by a revised agreement mutually endorsed by the stakeholders.

This Agreement outlines the parameters of all IT services covered as they are mutually understood by the primary stakeholders. This Agreement does not supersede current processes and procedures unless explicitly stated herein.

## 2. Goals & Objectives

The **purpose** of this Agreement is to ensure that the proper elements and commitments are in place to provide consistent IT service support and delivery to the Customer(s) by the Service Provider(s).

The **goal** of this Agreement is to obtain mutual agreement for IT service provision between the Service Provider(s) and Customer(s).

The **objectives** of this Agreement are to:

- Provide clear reference to service ownership, accountability, roles and/or responsibilities.
- Present a clear, concise and measurable description of service provision to the customer.
- Match perceptions of expected service provision with actual service support & delivery.

## 3. Stakeholders

The following Service Provider(s) and Customer(s) will be used as the basis of the Agreement and represent the **primary stakeholders** associated with this SLA:

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**IT Service Provider(s):** danubelabs Softwarelabor OG (“Provider”)

**IT Customer(s):** The signing client (user of the product “VAT Number Validator”) (“Customer”)

## 4. Periodic Review

This Agreement is valid from the **Effective Date** outlined herein and is valid until further notice. This Agreement should be reviewed at a minimum once per fiscal year; however, in lieu of a review during any period specified, the current Agreement will remain in effect.

The **Business Relationship Manager** (“Document Owner”) is responsible for facilitating regular reviews of this document. Contents of this document may be amended as required, provided mutual agreement is obtained from the primary stakeholders and communicated to all affected parties. The Document Owner will incorporate all subsequent revisions and obtain mutual agreements / approvals as required.

**Business Relationship Manager:** danubelabs Softwarelabor OG

**Planned Review Period:** Yearly

**Previous Review Date:** 30-05-2021

**Next Planned Review Date:** 30-05-2022

## 5. Service Agreement Software Product “VAT Number Validator”

The following detailed service parameters are the responsibility of the Service Provider in the ongoing support of this Agreement.

### 5.1. Service Scope

The following Services are covered by this Agreement;

- Monitored email support
- Monthly system health check

- Usage of software product “VAT Number Validator”

### 5.1.1. Description of Software Product

The product provides a way to validate batches of European VAT numbers by utilizing the services of the Austrian tax authorities` FinanzOnline VAT number validation functionality.

- Batch validation of European VAT numbers
- Batch import of VAT related master data
- Batch import of VAT related alias data (addresses and company-names)
- Creation of import schemes for the use with Microsoft Excel formats (.xlsx and .xls)
- Manual creation of VAT related alias data
- Automated acceptance (alias creation) of minimal discrepancies between imported and FinanzOnline response data using a user defined matching threshold
- Automated backup functionality of uploaded alias data
- Automated backup functionality of imported VAT related master data
- Parallel usage on multiple clients
- Authentication and user data management (user is provided with the functionality to permanently delete all personal data)
- Subscription management
- Optional strong client-side encryption
- Optional micro transactions for additional VAT number validations exceeding the subscription limit

#### 5.1.1.1. Languages

The software product is as well as the user manual and all legal contracts and documents are provided in English. Email support is provided in English and German.

#### 5.1.1.2. User Manual

A user manual in English language exists.

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## 5.1.2. Integrated Cloud Services

- Google Cloud Platform (data storage and backend functionality, Google Computing Center Frankfurt)
- Stripe (Payments and financial reporting)
- FinanzOnline VAT number validation service
- VAT number validation service of each EU national tax authority

## 5.1.3. Validity of Checked Results

- Validity of checked results can only be guaranteed if FinanzOnline as well as the corresponding national tax authorities' VAT number validation service is available
- The results of the software product are guaranteed to be equal to the received response of FinanzOnline

## 5.1.4. Privacy

- Uploaded data is stored and processed in the Google Cloud Platform (Firestore)
- If enabled, client side encryption guarantees that only the user itself can access uploaded user data
- Server side encryption is enabled
- Backups of user data are not available (in case of failures, the availability of the user data can not be guaranteed). The IT-Service provider is also not liable for any penalties resulting from the loss of data.

## 5.2. Pricing

- Pricing depends on the selected subscription plan
- The price consists of the base price and volume based pricing exceeding the subscription limit
- Base price is billed at the start of contract
- Volume based pricing is billed at the end of each billing period

- The length of a billing period equals the length of the current month and automatically renews at the end of each period for the length of another period
- Payments and retrieval of credit notes and invoices is handled by Stripe
- Active subscriptions, payments and invoices as well as stored payment methods can be managed via the Stripe Customer Portal. Active subscriptions can therefore be terminated on a monthly basis.
- danubelabs Softwarelabor OG reserves the right to adjust pricing and subscription models with consent of the customer (continued usage of the product is regarded as consent)

### 5.3. Service Availability and Performance

Service availability and performance depends on the Google Cloud availability and the availability and performance of the Austrian tax authorities' FinanzOnline service.

Uptime of the respective country servers can not be guaranteed, local maintenance information can be obtained from the respective tax authority. Therefore danubelabs Softwarelabor OG is not liable for occurring financial penalties of any kind.

### 5.4. Customer Requirements

The customer needs to be a business and needs to have a valid EU VAT number. **Customer** responsibilities and/or requirements in support of this Agreement include:

- Payment for all support costs at the agreed interval.
- Reasonable availability of customer representative(s) when resolving a service related incident or request.
- Modern up-to-date browser (Chromium based browser or Mozilla Firefox)

## 5.5. Service Provider Requirements

**Service Provider** responsibilities and/or requirements in support of this Agreement include:

- Meeting response times (within 48 hours) associated with service related incidents.
- Appropriate notification to Customer for all scheduled maintenance.

## 5.6. Service Assumptions

Assumptions related to in-scope services and/or components include:

- Changes to services will be communicated and documented to all stakeholders.

## 5.7. Usage restrictions

Commercial usage of the software product is only granted for employees of the client.

Disclosure of credentials to 3rd parties is therefore regarded as a breach of contract and will be fined. The fine will depend upon the estimated 3rd party usage of the software product.

# 6. Service Management

Effective support of in-scope services is a result of maintaining consistent service levels. The following sections provide relevant details on service availability, monitoring of in-scope services and related components.

## 6.1. Service Availability

Coverage parameters specific to the service(s) covered in this Agreement are as follows:

- Email support: Monitored 9:00 A.M. to 5:00 P.M. Monday – Friday



- o Emails received outside of office hours will be collected
- o Action can be guaranteed within two working days

## 6.2. Service Requests

In support of services outlined in this Agreement, the Service Provider will respond to service-related incidents and/or requests submitted by the Customer within 48 hours.

## 6.3. Issue-Management

Customers will be informed via email about planned maintenance and major bugs within a reasonable amount of time. Respective bugs will be fixed within a reasonable amount of time.

## 6.4. Release-Management

Customers will be informed via email about major changes regarding the provided software product at the time of rollout.

# 7. Other

danubelabs Softwarelabor OG reserves the right to adjust general terms and conditions as well as the SLA as well as the privacy policy etc. The customer will be informed via email about changes, continued usage of the product is regarded as consent. All service-related legal documents are valid during the billing period.

## 7.1. Severability clause

In case any provision in this document shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby and such provision shall be ineffective only to the extent of such invalidity, illegality or unenforceability.

## 7.2. Rights of the Software

The software is provided as a service *as is* and all rights are reserved for the IT-Service Provider (danubelabs Softwarelabor OG).