

1. Content

These Service Conditions shall regulate the details for the provision of the software product “Mobile Workplace Management as a Service” and supplement the “General Terms and Conditions of Business for Software as a Service (SaaS) – as of July 2014” (“**T&C SaaS**”). In the event of a conflict between these Service Conditions and the T&C SaaS, these Service Conditions shall take precedence.

2. Service specification

The functionality of the software is described in the product data sheet “Mobile Workplace Management”.

3. Service levels

The response, reaction and fault rectification times specified in Annex 1 shall apply.

4. System requirements and duty to cooperate

The system requirements of the producer of the respective software versions installed shall apply. These shall be supplied by Matrix42 on request.

The customer shall in addition ensure that the use of the service by the customer does not violate any rights of third parties, in particular the users of the managed devices. The customer is aware that the use of the service may require that the users of the managed devices be given information and provide consent and that the failure to provide the relevant information and/or consent may constitute a punishable violation of the German Federal Data Protection Act, German Telemedia Act, German Telecommunications Act and/or the German Criminal Code.

5. Scope of use

The scope of use shall be limited to the number of “managed devices” (usage units) ordered by the customer. A “**managed device**” under these Service Conditions shall be each individual terminal device (e.g. a smartphone or tablet PC) which the customer manages through the service “Mobile Device Management”.

6. Processing of personal data

Within the framework of the service, personal data shall be collected, processed and/or used by:

- Users of the online-interface of the software (employees of the customer, e.g. from the IT department)
- Users of the managed devices (employees, freelance employees, contract staff of the customer)
- Communication partners of the users of the managed devices

The following categories of data shall thereby be collected, processed and/or used:

- Master data (e.g. name, address, e-mail, contact details) of users of the services and the managed devices
- Identification data of the managed devices (IMEI numbers)
- Device status and network activities of the managed devices
- Data on the use of the managed devices (e.g. Apps installed, system settings in place, use of application data)
- Communication data of the managed devices
- Location data of the managed devices (by means of GPS, WLAN or mobile communications)

Matrix42 AG

Customer

Name (in block capitals)

Name (in block capitals)

Role

Role

Place, date

Place, date

Signature

Signature

ANNEX 1: SERVICE LEVELS AND SERVICE LEVEL CATEGORIES

Technical support shall be provided by e-mail, on the service portal or in the Matrix42 online forum only. Matrix42 support is available on work days from Monday to Friday between 8:30 and 17:00 (CET). This shall exclude national public holidays in Germany and regional public holidays in the state of Hessen and 24. and 31. December of each year. Inquiries outside of the support hours shall be deemed as received on the next working day.

The following response and service restoration times shall apply:

Severity level	First response	Workaround solution	Final solution
Level 1	1 hour	9 hours	36 hours
Level 2	2 hours	18 hours	5 working days
Level 3	8 hours	-	With the next version or as otherwise agreed