

# Availability Description

# Opis razpoložljivosti

## 1. Availability

## 1. Dosegljivost

### 1.1. Availability of Platform

The monthly availability of Platform is 99.0 %.

### 1.1. Dosegljivost platforme

Mesečna dosegljivost platforme je 99,0 %.

### 1.2. Upgrade-cycle

Service Provider's upgrades of Platform will be carried out within the standard maintenance window listed below in a 4-week-cycle. Upgrades will be pre-announced and cannot be postponed by Customer.

### 1.2. Cikel nadgradnje

*Ponudnik storitve* bo opravil nadgradnjo platforme v 4-tedenskem ciklu v času okna standardnega vzdrževanja, navedenega v nadaljevanju. Nadgradnje bodo predhodno najavljene in jih *stranka* ne more preložiti.

## 2. Availability of external providers' services

## 2. Dosegljivost storitev zunanjih ponudnikov

Service Provider offers the following monthly availability with regard to use of services supplied by external providers:

*Ponudnik storitve* v zvezi z uporabo storitev, ki jih prispevajo zunanji ponudniki, nudi naslednjo mesečno dosegljivost:

- (a) Tracking & Visibility Services: 97.5 %
- (b) Map services within Tracking & Visibility Services: 97.5 %
- (c) Maps and geolocation-based Services: 97.5 %
- (d) Distance Calculation: 97.5 %

- (a) Sledenje in vidnost storitev: 97,5 %
- (b) Storitve zemljevida znotraj storitev Sledenja in vidnosti: 97,5 %
- (c) Zemljevidi in storitve, ki temeljijo na geolokaciji: 97,5 %
- (d) Izračun razdalje: 97,5 %

## 3. Calculation of availability, troubleshooting

## 3. Izračun dosegljivosti, odpravljanje napak

- (a) Service Provider measures availability in the following way: establishing a network connection to the different components of Platform via https from several points removed from Platform location (offices in Germany and Poland), documenting the result and the access times.
- (b) The availability is calculated less the following standard maintenance window:
  - Sundays between 18:00 and 22:00 (CET)
- (c) An emergency maintenance window is a maintenance window initiated to resolve the non-availability.
- (d) The term "event" is defined in line with the Information Technology Infrastructure Library (ITIL) Standards. Events are classified into 4 categories depending on level of their urgency; see table Event Levels.
- (e) Level 1 event according to table Event Levels constitutes the non-availability. The non-availability of Platform is handled after its detection.
- (f) The events from level 2 to 4 constitute the limited availability. The limited availability of Platform is handled within the support times of Platform.

- (a) *Ponudnik storitve* meri dosegljivost takole: z vzpostavljanjem omrežne povezave z različnimi komponentami platform prek protokola https z več krajev, oddaljenih od lokacije platform (pisarne v Nemčiji in na Poljskem), z dokumentiranjem rezultata in časov dostopa.
- (b) Dosegljivost se izračuna, zmanjšana za naslednje standardno vzdrževalno okno:
  - nedeljah med 18:00 in 22:00 (CET)
- (c) Okno vzdrževanja v nujnih primerih je okno vzdrževanja, sproženo za reševanje nedosegljivosti.
- (d) Izraz „dogodek“ je določen v skladu s standardi Information Technology Infrastructure Library (ITIL). Dogodki so razvrščeni v 4 kategorije glede na stopnjo nujnosti; glejte razpredelnico Ravnih dogodkov.
- (e) Dogodek ravni 1 v skladu s preglednico Ravnih dogodkov predstavlja nedosegljivost. Nedosegljivost platforme se obravnava po njeni ugotovitvi.
- (f) Dogodki ravni od 2 do 4 predstavljajo omejeno dosegljivost. Omejena razpoložljivost platforme je obravnavana v času podpore za platformo.

Table 1: Event Levels

EVENT	EVENT DESCRIPTION	TROUBLESHOOTING
<b>Level 1</b>	<ol style="list-style-type: none"> <li>A critical module (e.g. Transport Assignment "best carrier", Transport Assignment "no-touch order", Time Slot Management, Rate Management, Billing) is not available and/or</li> <li>data are lost.</li> </ol>	A <b>level 1</b> event has the highest priority and requires immediate attention and resolution. Service Provider will work on such an event until a solution or workaround is found.
<b>Level 2</b>	<ol style="list-style-type: none"> <li>A non-critical module (e.g. Transport Visibility, Reporting or Tendering) is not available,</li> <li>a critical module is severely impaired,</li> <li>a large number of Users are affected and/or</li> <li>the response times of Platform are poor.</li> </ol>	A <b>level 2</b> event requires immediate attention and resolution. Service Provider will work on such an event until a solution or workaround is found.
<b>Level 3</b>	<ol style="list-style-type: none"> <li>A non-critical function (e.g. search function in Transporeon-Web) is not available or impaired and/or</li> <li>a small number of Users are affected.</li> </ol>	Service Provider will deal with a <b>level 3</b> event promptly and resolve the problem, in order to remedy the impairment of the use of Platform as quickly as possible.
<b>Level 4</b>	<ol style="list-style-type: none"> <li>The event has no significant impact on the use of the Platform and/or</li> <li>there is a workaround.</li> </ol>	Service Provider will deal with a <b>level 4</b> event as soon as possible and resolve the problem within a reasonable period to be agreed with Customer.

(h) Availability is calculated as follows:  
 $V = 1 - (NVH/GH)$

Tabela 1: Ravni dogodkov

DOGODEK	OPIS DOGODKA	ODPRAVLJANJE TEŽAV
<b>Raven 1</b>	<ol style="list-style-type: none"> <li>Kritični modul (npr. Dodelitev transporta „best carrier“, Dodelitev transporta „no-touch order“, Upravljanje časovnega okna, Upravljanje cen, Izdaja računov) ni na voljo in/ali</li> <li>so bili podatki izgubljeni.</li> </ol>	Dogodek <b>ravni 1</b> ima najvišjo prednost in zahteva takojšnjo pozornost in rešitev. <i>Ponudnik storitve</i> se bo ukvarjal s takšnim dogodkom, dokler se ne najde rešitev ali zasilna rešitev.
<b>Raven 2</b>	<ol style="list-style-type: none"> <li>Nekritični modul (npr. Vidnost transporta, Poročanje ali Razpis) ni na voljo,</li> <li>kritični modul se je zelo poslabšal,</li> <li>prizadeti so bili številni Uporabniki in/ali</li> <li>odzivni časi ustrezne Platforme so slabi.</li> </ol>	Dogodek <b>ravni 2</b> zahteva takojšnjo pozornost in rešitev. <i>Ponudnik storitve</i> se bo ukvarjal s takšnim dogodkom, dokler se ne najde rešitev ali zasilna rešitev.
<b>Raven 3</b>	<ol style="list-style-type: none"> <li>Nekritična funkcija (npr. iskalna funkcija Transporeon-Web) ni na voljo ali slabše deluje in/ali</li> <li>je prizadeto manjše število Uporabnikov.</li> </ol>	<i>Ponudnik storitve</i> bo takoj obravnaval dogodek <b>ravni 3</b> in rešil težavo, da bi v čim krajšem času odpravil ovire pri uporabi Platforme.
<b>Raven 4</b>	<ol style="list-style-type: none"> <li>Dogodek ne vpliva bistveno na uporabo ustrezne Platforme in/ali</li> <li>obstaja zasilna rešitev.</li> </ol>	<i>Ponudnik storitve</i> bo čim prej obravnaval dogodek <b>ravni 4</b> in rešil težavo v razumnem času, za katerega se dogovori s <i>stranko</i> .

(h) Dosegljivost se izračuna takole:  
 $V = 1 - (NVH/GH)$

<b>Legend:</b>	<b>V</b> = Availability in percent	<b>Legenda:</b>	<b>V</b> = Dosegljivost v odstotkih
	<b>NVH</b> = Total amount of non-availability (without limited availability) less the scheduled standard maintenance window and emergency maintenance window, which is beyond the responsibility of Service Provider according to 5.2. (Failure to achieve the availability of <i>platform</i> ), measured in hours		<b>NVH</b> = Skupna količina nedosegljivosti (brez omejene dosegljivosti), zmanjšana za razporejeno standardno okno vzdrževanja in okno vzdrževanja v nujnih primerih, za katero <i>ponudnik storitve</i> ne odgovarja, merjena v urah.
	<b>GH</b> = Total amount of availability during the reporting period, measured in hours		<b>GH</b> = Kkupna količina dosegljivosti v obdobju poročanja, merjena v urah
<b>Example calculation:</b>		<b>Primer izračuna:</b>	
A critical module fails for 1 hour. This failure occurs outside the standard maintenance window and not during an emergency maintenance window, which is beyond the responsibility of Service Provider. The reporting period covers 720 hours. This results in the following availability: <b>V = 1 - (1/720) = 99.86 %</b>		Izpad kritičnega modula za 1 uro. Do te napake pride izven standardnega okna vzdrževanja in ne znotraj okna vzdrževanja v nujnih primerih, za katero <i>ponudnik storitve</i> ne odgovarja. Obdobje poročanja krije 720 ur. Tako dobimo naslednjo dosegljivost: <b>V = 1 - (1/720) = 99,86 %</b>	

## 4. Support times of Platform

### 4.1. Support times of Transporeon GmbH for Transporeon Platform

Transporeon GmbH provides support Mondays to Fridays from 07:30 to 18:00 (CET). On 24<sup>th</sup> and 31<sup>st</sup> December, support is provided from 07:30 to 12:00 noon (CET). There is no support if the 24<sup>th</sup> or 31<sup>st</sup> December fall on a Saturday or Sunday. Nor is there any support on the following German public holidays: 1<sup>st</sup> January, Good Friday, Easter Monday, 1<sup>st</sup> May, as well as 25<sup>th</sup> and 26<sup>th</sup> December.

### 4.2. Support times of Transporeon GmbH for Ticontract Platform

Transporeon GmbH provides support Mondays to Fridays from 08:00 to 18:00 (CET). On 24<sup>th</sup> and 31<sup>st</sup> December, support is not available. Nor is there any support on the following German public holidays: 1<sup>st</sup> January, 6<sup>th</sup> January, Good Friday, Easter Monday, 1<sup>st</sup> May, Ascension Day, Whit-Monday, 20<sup>th</sup> June, 3<sup>rd</sup> October, 1<sup>st</sup> November, 25<sup>th</sup> and 26<sup>th</sup> December.

### 4.3. Support times of Transporeon Group Americas Inc.

Transporeon Group Americas Inc. provides support Mondays to Fridays from 08:00 to 18:00 (EST). On 24<sup>th</sup> and 31<sup>st</sup> December, support is provided from 08:00 AM to 12:00 Noon (EST). There is no support if the 24<sup>th</sup> or 31<sup>st</sup> December falls on a Saturday or Sunday. Nor is there any support on the following holidays in the USA: New Year's Day, Martin Luther King Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Day after Thanksgiving (Friday) and Christmas Day.

## 4. Delovni čas podpore službe za platformo

### 4.1. Delovni čas podporne službe Transporeon GmbH za platformo Transporeon

Podjetje Transporeon GmbH omogoča podporo ponedeljka do petka od 07:30 do 18:00 (CET). Dne 24. in 31. decembra je podpora zagotovljena od 07:30 do 12:00 opoldne (CET). Če je 24. ali 31. december sobota ali nedelja, podpora ni na voljo. Podpora prav tako ni na voljo ob naslednjih praznikih v Nemčiji: 1. januar, veliki petek, velikonočni ponedeljek, 1. maj ter 25. in 26. december.

### 4.2. Delovni čas podporne službe Transporeon GmbH za platformo Ticontract

Podjetje Transporeon GmbH omogoča podporo ponedeljka do petka od 08:00 do 18:00 (CET). Dne 24. in 31. decembra podpora ni na voljo. Podpora prav tako ni na voljo ob naslednjih praznikih v Nemčiji: 1. januar, 6. januar, veliki petek, velikonočni ponedeljek, 1. maj, Kristusov vnebohod, binkošti, 20. junij, 3. oktober, 1. november, 25. in 26. december.

### 4.3. Delovni čas podporne službe Transporeon Group Americas Inc.

Podjetje Transporeon Group Americas Inc. omogoča podporo ponedeljka do petka od 08:00 do 18:00 (EST). Dne 24. in 31. decembra je podpora zagotovljena od 08:00 do 12:00 opoldne (EST). Če je 24. ali 31. december sobota ali nedelja, podpora ni na voljo. Podpora prav tako ni na voljo na naslednje praznike v ZDA: Novo leto, dan Martina Luthra Kinga, predsednikov dan, spominski dan padlim vojakom, dan neodvisnosti, praznik dela, zahvalni dan in dan po zahvalnem dnevu (petek) in božič.

#### 4.4. Support times of Transporeon Group Asia Pacific Pte. Ltd.

Transporeon Group Asia Pacific Pte. Ltd. provides support Mondays to Fridays from 08:30 to 17:30 (SGT). On 24<sup>th</sup> and 31<sup>st</sup> December, support is provided from 08:30 to 12:00 (SGT). There is no support if the 24<sup>th</sup> or 31<sup>st</sup> December falls on a Saturday or Sunday. Nor is there any support on the following Singapore public holidays: 1<sup>st</sup> January (New Year's Day), Chinese New Year, Good Friday, 1<sup>st</sup> May (Labor Day), Vesak Day, Hari Raya Puasa, 9<sup>th</sup> August (National Day), Hari Raya Haji, Deepavali and 25<sup>th</sup> December (Christmas Day).

#### 4.5. Support times of OOO «Транспореон»

OOO «Транспореон» provides support Mondays to Fridays from 07:30 to 18:00 (CET). On 24<sup>th</sup> and 31<sup>st</sup> December, support is provided from 07:30 to 12:00 noon (CET). There is no support if the 24<sup>th</sup> or 31<sup>st</sup> December fall on a Saturday or Sunday. Nor is there any support on 1<sup>st</sup> January and 1<sup>st</sup> May.

#### 4.6. Support times of TOV "Transporeon"

TOV "Transporeon" provides support Mondays to Fridays from 07:30 to 18:00 (CET). On 24<sup>th</sup> and 31<sup>st</sup> December, support is provided from 07:30 to 12:00 noon (CET). There is no support if the 24<sup>th</sup> or 31<sup>st</sup> December fall on a Saturday or Sunday. Nor is there any support on the following German public holidays: 1<sup>st</sup> January, Good Friday, Easter Monday, 1<sup>st</sup> May, as well as 25<sup>th</sup> and 26<sup>th</sup> December.

### 5. Information on availability of Platform

Upon request, Customer receives a standard report on the availability of Platform for the previous calendar month.

#### 5.1. Customer cooperation obligations

- With regard to providing Services, Service Provider is dependent on Customer fulfilling its cooperation obligations.
- Customer shall notify Service Provider immediately in the event of non-availability, providing all the details that Service Provider needs to reproduce the error and to identify and rectify the causes of the non-availability.
- Any notification of the non-availability will be subject to prior verification by Customer of whether there is fault on the part of Customer for the non-availability (e.g. missing Internet connection etc.).
- If this does not happen at all or not within the specified period, Service Provider is released wholly or partially from its performance obligation, until Customer has fulfilled its obligations.
- Service Provider reserves the right to seek further legal recourse.

#### 5.2. Failure to achieve the availability of Platform

- If Service Provider fails to achieve the availability of Platform according to 1.1. (Availability of Platform), Customer is entitled to a corresponding pro-rata reduction in the paid

#### 4.4. Delovni čas podporne službe Transporeon Group Asia Pacific Pte. Ltd.

Podjetje Transporeon Group Asia Pacific Pte. Ltd. omogoča podporo ponedeljka do petka od 08:30 do 17:30 (SGT). Dne 24. in 31. decembra je podpora zagotovljena od 08:30 do 12:00 (SGT). Če je 24. ali 31. december sobota ali nedelja, podpora ni na voljo. Podpora prav tako ni na voljo na naslednje praznike v Singapurju: 1. januar (novo leto), kitajsko novo leto, veliki petek, 1. maj (praznik dela), Vesak, Hari Raya Puasa, 9. avgust (dan državnosti), Hari Raya Haji, Deepavali in 25. december (božič).

#### 4.5. Delovni čas podporne službe OOO «Транспореон»

Podjetje OOO «Транспореон» omogoča podporo ponedeljka do petka od 07:30 do 18:00 (CET). Dne 24. in 31. decembra je podpora zagotovljena od 07:30 do 12:00 opoldne (CET). Če je 24. ali 31. december sobota ali nedelja, podpora ni na voljo. Podpora prav tako ni na voljo 1 januarja in 1 maja.

#### 4.6. Delovni čas podporne službe TOV "Transporeon"

Podjetje TOV "Transporeon" omogoča podporo ponedeljka do petka od 07:30 do 18:00 (CET). Dne 24. in 31. decembra je podpora zagotovljena od 07:30 do 12:00 opoldne (CET). Če je 24. ali 31. december sobota ali nedelja, podpora ni na voljo. Podpora prav tako ni na voljo ob naslednjih praznikih v Nemčiji: 1. januar, veliki petek, velikonočni ponedeljek, 1. maj ter 25. in 26. december.

### 5. Informacije o dosegljivosti platform

Na zahtevo bo *stranka* prejela standardno poročilo glede razpoložljivosti *platforme* za prejšnji koledarski mesec.

#### 5.1. Obveznosti sodelovanja stranke

- Glede zagotavljanja storitev je *ponudnik storitve* odvisen od *strankinega* izpolnjevanja obveznosti sodelovanja.
- Stranka* bo v primeru nedosegljivosti *ponudnika storitve* o tem nemudoma obvestila in posredovala vse podatke, ki jih *ponudnik storitve* potrebuje za reproduciranje napake ter identifikacijo in odpravljanje vzrokov za nedosegljivost.
- Vsako obvestilo o nedosegljivosti bo predmet preverjanja na strani *stranke*, ali napaka za nedosegljivost ni morda pri *stranki* (npr. zaradi nevpovedane internetne povezave itn.).
- Če se to ne zgodi, ali se ne zgodi znotraj določenega obdobja, je *ponudnik storitve* v celoti ali delno odvezan od obveznosti opravljanja storitev, dokler *stranka* ne izpolni svojih obveznosti.
- Ponudnik storitve* si pridržuje pravico do nadaljnje uporabe pravnih sredstev.

#### 5.2. Motnje v doseganju dosegljivosti platform

- Če *ponudnik storitve* ne doseže razpoložljivosti *platforme* v skladu z dokumentom 1.1. (Dosegljivost *platforme*), je *stranka* upravičena do sorazmernega zmanjšanja plačila

fee for the affected Services. Service Provider will calculate the reduced amount at Customer's request and communicate this to Customer.

- (b) Any further claims, especially to compensation, only exist to the extent as agreed in the liability section of the concluded agreement for usage of Platform.
- (c) If the causes of non-availability are beyond Service Provider's responsibility, Service Provider is released from its performance obligation, unless Service Provider has made a guarantee. In particular, Service Provider is not responsible for restrictions in availability due to power blackouts or network outages beyond Service Provider's influence and control, outages due to force majeure or outages caused by Customer.

nadomestila za zadevne storitve. Ponudnik storitve bo na *stranko* zahtevo izračunal nižani znesek in o tem obvestil *stranko*.

- (b) Kakršni koli nadaljnji zahtevki, zlasti za odškodnino, obstajajo le v obsegu, ki ga določa klavzula odgovornosti sklenjenega sporazuma za uporabo *platforme*.
- (c) Če za vzroke nedosegljivosti ni odgovoren *ponudnik storitve*, je *ponudnik storitve* odvezan storitvenih dolžnosti, razen če je *ponudnik storitve* zanje podal jamstvo. *Ponudnik storitve* zlasti ne odgovarja za omejitve dosegljivosti zaradi izpada elektrike ali prekinitve delovanja omrežja, na katere *ponudnik storitve* ne more vplivati, izpade zaradi višje sile ali prekinitve, ki jih povzroči *stranka*.

## 6. Binding version

In case of contradictions between the English and the translated version the English language version shall prevail.

## 6. Zavezujoča različica

V primeru nasprotij med angleško in prevedeno različico prevladuje različica v angleščini.