checkmk

Service Description Checkmk OEM Support and SLAs

1 General

1.1 Checkmk OEM Support Services are solely available as part of a subscription agreement for the temporary provision of Checkmk Software (Self-Hosted) and for the temporary provision of Checkmk Cloud (SaaS), and are described in detail in Section 2. In addition, solely for Checkmk Cloud (SaaS), also the SLAs described in Section 3 apply. The before said applies whether the Customer entered into a subscription agreement with a) the **Provider** (**"Direct Sales"**) or b) with an authorized **Partner** (**"Partner Sales"**).

1.2 All terms defined in the respective subscription agreement and the **EULA** apply mutatis mutandis to this Service Description Checkmk OEM Support and SLAs.

1.3 In the event of any contradictions between the respective subscription agreement and this Service Description Checkmk OEM Support and SLAs, the provisions of this Service Description Checkmk OEM Support and SLAs shall prevail.

2 Checkmk OEM Support

2.1 **Definitions.** With regard to Checkmk OEM Support, the following additional definitions apply.

    2.1.1 **"Checkmk OEM Support Services"** means the services described in this Section 2.

    2.1.2 **"Checkmk Support Portal"** means Checkmk`s interactive ticket system, available at https://support.checkmk.com/**.**

    2.1.3 **"EULA"** means **End User License Agreement.** The most recent version of the **EULA** is available and can be accessed at https://checkmk.com/eula**.**

    2.1.4 **"Support Contacts"** are the persons designated by the Customer who are authorized to submit support requests for the Customer.

    2.1.5 "**User Guide**" means the User Guide Software (Self-Hosted) and the User Guide Cloud (SaaS). User Guide refers to the product information published by the Provider, which describes the features of Checkmk Software (Self-Hosted) and Checkmk Cloud (SaaS) and includes configuration, integration, and administration guidelines, which are updated from time to time. For each version of Checkmk Software (Self-Hosted) and Checkmk Cloud (SaaS), only the documentation relating to that version is valid.

    2.1.6 "**User Guide Cloud (SaaS)**" means the most recent version of the documentation for Checkmk Cloud (SaaS) and is available and accessible at https://docs.checkmk.com/saas.

    2.1.7 **User Guide Software (Self-Hosted)**" means the most recent version of the documentation for Checkmk Software (Self-Hosted) and is available and accessible at https://docs.checkmk.com.

2.2 **Support Services.** The Provider will provide support in the handling of software errors or problems that occur during proper use of Checkmk Software (Self-Hosted) or Checkmk Cloud (SaaS). The handling of software errors comprises narrowing down the cause of the error, error diagnostics, and services directed towards correcting the error (in emergency and incident management situations, this may include for Checkmk Cloud (SaaS) cloning the Customer's site, which may allow Checkmk to gain technical access to the Customer's resources), which may be handled by an improved configuration, a patch, a workaround, instructions on how to solve the problem or the provision of a new version of Checkmk Software (Self-Hosted) or Checkmk Cloud (SaaS). The Provider deploys carefully selected personnel with the necessary qualifications to perform the Support Services. No specific outcome or resolution time is owed. Support Services are provided exclusively remotely via Checkmk`s Support Portal. Services that are not covered by the scope of Support Services are specified in Section 2.11 and 2.12 below. The Provider will evaluate incoming support requests and inform the Customer if a support request is not covered by the scope of Support Services.

2.3 **Support specification.** The details of the Support Services are further specified in Section 2.11 below with regard to, inter alia, support hours and response times.

2.4 **Supported versions.** With regard to Checkmk Software (Self-Hosted), the Provider provides Support Services only for software versions that are either in active or passive maintenance pursuant to the User Guide. The Provider will decide at its own discretion whether to accept and process support requests for other versions (e.g. older versions, daily builds or beta versions).

2.5 **Service recipients.** If the Customer is allowed to make Checkmk Software (Self-Hosted) or Checkmk Cloud (SaaS) available to its Affiliates under the subscription agreement, such Affiliates may also use the Support Services in addition to the Customer. This will not create any contractual relationship between the Provider and such Affiliates.

2.6 **Fair Use Policy.** The Provider does not impose a limit to the number of support tickets a Customer can open via the Checkmk Support Portal. However, the absence of a limit does not mean that every Customer can open an excessive number of support tickets. Support Services are provided from a pool of finite resources. It is therefore in the interest of all customers that Support Services are not overused. If the Provider notices an unusually high number of support tickets, the Provider will inform the Customer in question and endeavor to find an amicable solution. In order to preserve the availability of Support Services for all Customers, the Provider ultimately reserves the right to limit the number of support tickets for the Customer in question in case of excessive use.

2.7 **Cooperation.** Appropriate assistance by the Customer is an essential prerequisite for a successful processing of support requests. In particular, the Customer must provide a detailed and comprehensible description of the problem and information on the system to be serviced. Promptly upon request of the Provider, the Customer must also (a) provide all requested support diagnostic and log files, and (b) make the documentation of the system to be serviced available to the Provider. The Customer must respond to additional questions from the Provider without delay.

2.8 **Personal Data.** The Provider does not require any personal data beyond the contact information of the Support Contacts for the provision of Support Services. The Customer will ensure that no personal data is transmitted (especially within custom plug-ins, log files or support files) to the Provider when providing information for processing support requests unless technically indispensable for troubleshooting. To the extent technically feasible, such data must be anonymized or redacted and the Customer must ensure that it has obtained all necessary consents from the data subjects.

2.9 **Rights of Use.** Where the Provider delivers software or copyrightable works in connection with Support Services, the respective rights of use will be governed by the provisions of the **EULA**.

2.10 **Use of AI for the provision of Checkmk OEM Support**
The use of AI for support purposes is carried out in accordance with the regulations contained in the **EULA**. The use of AI specifically includes the automated evaluation of log files, error descriptions, or other information provided by the customer to the provider within the scope of a support ticket to assist the provider in delivering support services. Any AI Output generated in this context is subject to human review by the provider's support staff before it is transmitted to the customer.

2.11 Specifications of the Support Services

	Checkmk Pro	Checkmk Ultimate / Checkmk Cloud (SaaS)	Optional Add-On for Checkmk Ultimate - Premium Support Services
Number of Support Contacts	3	7	Unlimited
Interactive ticket system [1]	Yes	Yes	Yes
Support availability	8 hours / 5 days[2]	10 hours / 5 days[2]	24 hours / 5 days
Support hours (contracts with Checkmk GmbH)	Monday 9am - Friday 5pm (CET)	Monday 8am - Friday 6pm (CET)	Monday - Friday 24 hours a day (CET)
Support hours (contracts with Checkmk, Inc.)	Monday 9am - Friday 5pm (ET)	Monday 8am - Friday 6pm (ET)	Sunday 7pm - Friday 6pm (ET)
Response time [3] — Critical (L1)	-	4 hours	2 hours
Significant (L2)	-	8 hours	4 hours
Limited (L3)	-	next business day	8 hours
Minimal (L4)	-	2 business days	next business day
Live support[4]	-	-	Yes
Support language (contracts with Checkmk GmbH)	English/ German (due to availability)	Checkmk Ultimate: English/ German (due to availability) Checkmk Cloud (SaaS): English	English
Support language (contracts with Checkmk, Inc.)	English	English	English
Global support [5]	Yes	Yes	Yes

Notes
1) Support requests can be made by the Support Contacts designated by the Customer via the Checkmk Support Portal.
2) Support Services are available Monday through Friday except for national public holidays in Germany (if your contract is with Checkmk GmbH) and national holidays in the U.S. (if your contract is with Checkmk, Inc.).
3) Response time means that the Provider responds to the Customer's support request via the Checkmk Support Portal within the agreed period after having received a sufficiently detailed description of the specific error or problem and begins processing the support request. Response times are tiered according to severity level. Response times are measured only during the applicable support hours. Time lying outside the applicable support hours will not count towards the response time.
4) Live Support Services are provided exclusively through remote screen sharing, as needed, following receipt of a detailed problem description and diagnostic data. Provider utilizes Zoom and Google Meet as primary platforms. If the Customer requires the use of an alternative platform (e.g. Microsoft Teams), the Customer shall provide the necessary infrastructure, access, and licenses at its own expense and risk. If live Support Services cannot be conducted or are delayed due to reasons within the Customer`s responsibility (e.g., lack of technical requirements, use of an unauthorized platform), the Provider shall be released from its contractual obligations. The live Support Services are strictly limited to screen sharing only for the sole purpose of real-time assistance and troubleshooting. Provider is expressly prohibited from taking control of the Customer`s systems. The Customer must retain full and exclusive control over its systems and the live Support Services at all times. It is the Customer`s sole responsibility to ensure that no sensitive or unauthorized Customer and/or third-party data is visible during the live Support Services.
5) Support Services are provided on a global basis. The Provider shall be entitled, at its sole discretion, to perform support Services through the Provider and its Affiliates.

2.12 **Exclusions.** Support Services do not include the following services, which may be obtained under a separate agreement:
a) Handling of problems caused by third-party systems (e.g., firewall or ESX configurations) or by the use of Customer-specific scripts (e.g., scripts to link third-party systems);
b) Handling of problems with the connection of plug-ins or extensions that are not part of a published Checkmk Edition (e.g., Nagios plug-ins, self-written plug-ins or packages from the 'Checkmk Exchange');
c) Handling of problems that are due to the Customer not having installed Checkmk Software (Self-Hosted) or Checkmk Cloud (SaaS) in a suitable environment;
d) Handling of problems caused by the Customer's failure to install updates, solutions, bug fixes and improvements supplied by the Provider;
e) Handling of problems in connection with functions and functionalities (including language versions) that are marked as "not supported";
f) Development, customization or enhancement of features and functionalities (e.g. of check plug-ins or of robot framework tests in the context of Synthetic Monitoring);
g) Development of Customer-specific integrations or scripts;
h) Installation or configuration of Checkmk Software (Self-Hosted) or Checkmk Cloud (SaaS), and of integrations as well as installation of updates and upgrades. Assistance with specific questions or problems in this context is included in the Support Services, but no detailed step-by-step guidance will be provided;
i) Optimization of the configuration or performance enhancements.

2.13   **Definition of severity levels.** The severity level is determined by the Provider at its reasonable discretion on the basis of the Customer's problem description in accordance with the definition of severity levels.

Level 1: Critical business impact
- Full loss of service cannot be resolved by restarting.
- No workaround is immediately available.
- Impact on business operations must be critical.
- Only available for existing production systems of Checkmk.

Level 2: Significant Business Impact
- The monitoring is usable, but major functionality is severely impaired and no acceptable workaround is available.
- Issue is critical to customer's business operations:
  - Critical component returning error / not responding, but Checkmk overall remains operational.
  - A degraded Checkmk performance with serious negative business impact.
  - Service interruptions that can be temporarily resolved by re-starting the service or by using an acceptable workaround.
- Only available for existing production systems of Checkmk.

Level 3: Limited Business Impact
- Checkmk is usable, but non-critical functionality is impaired:
  - An issue important to long-term productivity that is not causing an immediate work stoppage.
  - A noncritical component returning error or not responding.
  - Degraded performance of Checkmk that leads to minor disruptions to business operations; an acceptable workaround exists.
  - Issues that only occur with a small part of the Customer's user group.
- All problems with plug-ins or local checks.
- Available for all environments (production, development, ...).

Level 4: Minimal Business Impact
- The problem has no significant impact on business operations or an acceptable workaround has been implemented:
  - General information requests, such as "how-to".
  - Issue with little or no impact on quality, performance, or functionality.
  - Issues in the User Guide or non-functional issues in the user interface (such as translation errors or editorial errors).
  - The issue is essentially resolved but remains open for Customer confirmation.
- Available for all environments (production, development, ...).

3 SLAs

3.1 Definitions. In the context of availability, the following additional definitions apply:

    3.1.1 **"Downtime"** is the total accumulated minutes in a calendar month during which no End User of the Customer is able to access Checkmk Cloud (SaaS) subscribed to by the Customer as defined in the subscription agreement (i.e., no End User is able to log in to the Checkmk Cloud (SaaS) using the access credentials provided by the Provider). Downtime does not include (i) Events beyond the Provider's Control as defined below in Section 3.1.2; (ii) Downtimes during Maintenance Windows as defined below in Section 3.1.3 and/or Downtimes of less than one (1) minute per hour; and (iii) Downtimes required for the installation of security fixes (proactive risk management). The point of delivery relevant for the calculation of Downtimes is the interface between the servers on which Checkmk Cloud (SaaS) is hosted and the Internet.

    3.1.2 **"Events beyond the Provider's Control"** are the events as further specified in Section 3.4 below.

    3.1.3 **"Maintenance Windows"** are periods of time during which the Provider performs maintenance works that cause unavailability of Checkmk Cloud (SaaS) as defined at https://checkmk.atlassian.net/wiki/x/AYA4E and updated by the Provider from time to time, including, in particular, daily and planned maintenance windows for Checkmk Cloud (SaaS). The Provider offers the possibility to subscribe to the notification process via-email to inform the Customer about planned maintenance windows or other bigger outages at status.checkmk.cloud

    3.1.4 **"Monthly Uptime Percentage"** means the total number of minutes in a calendar month, minus the number of minutes of Downtime in such month, the result of which being divided by the total number of minutes in such month, multiplied by 100.

3.2 The Provider warrants a Monthly Uptime Percentage of 99.5% for Checkmk Cloud (SaaS).

3.3 In the event that the Monthly Uptime Percentage is not met in two (2) consecutive calendar months with respect to the provision of Checkmk Cloud (SaaS), the Customer is entitled to terminate the subscription agreement with immediate effect. This right must be exercised within thirty (30) days after the end of the second consecutive calendar month in which the Monthly Uptime Percentage was not met by sending a notification via email to sales@checkmk.com including all information reasonably technically necessary for the Provider to verify the request.

3.4 Events beyond the Provider's Control. The following events are beyond the reasonable control of the Provider and are not taken into account for determining the Monthly Uptime Percentage, meaning they are therefore not included as Downtimes in the calculation of the Monthly Uptime Percentage:

    3.4.1 Events in public cable networks, computer networks or the internet that occur outside the sphere of influence of the Provider and temporarily or permanently impair or even exclude the access to and use of Checkmk Cloud (SaaS) and for which the Provider is not responsible;

    3.4.2 events beyond the control of the Provider in which the availability of the servers of the Provider or its subcontractors is impaired or even excluded due to technical or other problems (including but not limited to Force Majeure, fault of third parties including denial-of-service (DoS) and distributed-denial-of-service (DDoS) attacks, network intrusions, etc.) for which the Provider is not responsible, taking into account customary

market standards;

3.4.3   suspension of access to or use of Checkmk Cloud (SaaS) in exercise of the Provider's rights in accordance with the terms of the Subscription Agreement in the event of a breach of obligations by the Customer;

3.4.4   events resulting from the use of services, hardware or software provided by a third party and not within the control of the Provider, including issues resulting from inadequate bandwidth;

3.4.5   events resulting from the Customer's unlawful or contract-violating action or lack of action when required, including those of the End Users or by means of the Customer's passwords; and

3.4.6   unavailability due in whole or in part to any of the following: failure by the Customer to take any remedial action in relation to Checkmk Cloud (SaaS) as contractually agreed or reasonably required by the Provider or otherwise preventing the Provider from doing so or the Customer's failure to provide information reasonably and lawfully required by the Provider in order to provide Checkmk Cloud (SaaS).