

Questionnaire for the SaaS contract

Overview of issues for negotiation preparations

Before you start talks with the potential contractual partner, it is sensible to define your own expectations based on the following points. Even if the required service does not offer any flexibility in the formation of the contract, it will be possible to gain a better assessment of existing risks by comparing your own expectations with the terms and conditions. And where clarity is not achieved due to a lack of precise information from the supplier, you should try to assess the possible consequences particularly carefully.

What application software and which infrastructure functions are required?	<input type="checkbox"/>
Which software properties are essential?	<input type="checkbox"/>
How are they provided (availability and your measurement period)?	<input type="checkbox"/>
How are problems with the service reported and how are they resolved?	<input type="checkbox"/>
How are faults reported and remedied?	<input type="checkbox"/>
Anti-virus and malware protection (who, how and update period)?	<input type="checkbox"/>
What is the data backup like?	<input type="checkbox"/>
How is data protection guaranteed?	<input type="checkbox"/>
What are the requirements (which and how many people have been prepared for this contract and are actively involved)? What hardware and what software is available for the connection to the supplier? Which of the requirements listed above and below are covered as part of the service package?	<input type="checkbox"/>
How will service changes and updates be reported and handled by myself and the contractual partner?	<input type="checkbox"/>
What is the documentation for the software like and what requirements are placed on the training level of your own personnel?	<input type="checkbox"/>
What training is required and how will this be given?	<input type="checkbox"/>
For what usage period will the SaaS service be required and available?	<input type="checkbox"/>
What notice periods will you apply or hope to establish? What notice periods will the contractual partner consider necessary and acceptable?	<input type="checkbox"/>
What requirements, timeframes and penalties are specified under the confidentiality obligations?	<input type="checkbox"/>
Is a "Non-disclosure agreement" required, has it been prepared and is it acceptable for the contractual partner?	<input type="checkbox"/>
Are there any particular rights and obligations in place for the contractual partner and myself? (Notification obligations, service provision, legal matters and services, operational services)	<input type="checkbox"/>
How are new developments carried out and put into operation?	<input type="checkbox"/>
Who creates data processing register reports and how? (Fulfilment of the Austrian DSGVO 2000 and potentially EU Directive 95/46/EC and EU Directive 2002/58/EC)	<input type="checkbox"/>
What is the warranty like?	<input type="checkbox"/>
What compensation regulations are necessary and feasible?	<input type="checkbox"/>
What exemptions will be considered in the case of force majeure?	<input type="checkbox"/>
How are disputes resolved?	<input type="checkbox"/>
How will the company's own interests be safeguarded if the contractual partner goes bankrupt?	<input type="checkbox"/>

If you have clarified your own expectations for each point then you are ready for preparatory contract negotiations.

Check list

The following check list is designed for the formation of more extensive SaaS contracts. For simpler cases, an abbreviated „**Check list**“ is available to download at <http://saas.clusterwien.at/5560582.0>

The list is intended to be used as a practical basis for contractual negotiations and should prevent important points being forgotten. This is because these are often subsequently disputed, which cannot be the aim of the negotiations.

It is best for each point to be discussed and documented separately in the minutes. The minutes that are then produced at the end of the negotiations must be read by the contractual partners and signed or initialled to confirm that they are correct. As the negotiations enter their final phase, it may be very useful to go through the list a number of times. Some items often seem to have been resolved at an early stage but then require further amendments when other matters are being considered.

Information marked in red can be found in the guideline “Software as a Service – Concluding contracts correctly” (🔗 SAAS GUIDE).


No.	Description	🔗 SaaS Guide	☑	Date
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Performance, remuneration and additional contractual conditions

Subject of the contract:				
1	Is the application software available as SaaS service as per the intended subject of the contract?	→ 1.2.1	<input type="checkbox"/>	
2	What are the essential required properties of the software and are they present (functions, memory capacity, user numbers, transaction volumes, response time behaviour etc.)?	→ 1.2.3 → 1.2.12 → 4.1	<input type="checkbox"/>	
3	What replacement solutions are available if the supplier is experiencing prolonged disruptions? (“Plan B”; alternative data centres, data and program backup, process, switching time etc.)	→ 1.2.4 → 1.2.5 → 1.2.12 → 2.1.1 → 2.1.3 → 2.1.4 → 2.3.1	<input type="checkbox"/>	
4	What costs will be incurred for this purpose?		<input type="checkbox"/>	
5	What important terms are not clear and need to be explicitly defined (glossary and list of abbreviations)?	→ 1.2.2	<input type="checkbox"/>	
Provision, operation and support				
6	When can test operation and live operation be started?	→ 1.2.3 → 1.2.9	<input type="checkbox"/>	
7	How could any existing data be transferred at the start of operation (media, formats, structures)?		<input type="checkbox"/>	
8	Have the operating hours and requirements been declared and can they be fulfilled?	→ 1.2.3	<input type="checkbox"/>	
9	Who is responsible for which parts of the system (boundaries)?	→ 1.2.1 → 1.2.3 → 1.2.6	<input type="checkbox"/>	
10	How and by whom will a failure be identified and what method will be used?	→ 1.2.4 → 1.2.12 → 3.3	<input type="checkbox"/>	

No.	Description	SaaS Guide	<input checked="" type="checkbox"/>	Date
11	What availability can the contractual partner offer in live operation and for what measurement periods (monthly measurement period, for work stations, e.g. 99% at 200 h and 2 h malfunction time/month)?	→ 1.2.3 → 1.2.12 → 3.2 → 3.3	<input type="checkbox"/>	
12	What hotline is provided for faults and how should reports be provided (telephone, email, trouble ticket, callback, logging)?	→ 1.2.4 → 3.3 → 3.4	<input type="checkbox"/>	
13	What protection programs are used by whom, how and with what update interval?	→ 2.1.7 → 2.2.2	<input type="checkbox"/>	
14	What assistance is provided for problems with the software and how is this managed?	→ 1.2.8 → 1.2.9 → 1.2.7	<input type="checkbox"/>	
15	How is a regular fault report (define content) created, who creates it and how often (interval)?	→ 1.2.4	<input type="checkbox"/>	
16	How are objections dealt with?	→ 1.2.4 → 3.4	<input type="checkbox"/>	
Data protection and data backup				
17	How is data backup arranged (daily, weekly, incremental or differential)?	→ 1.2.5	<input type="checkbox"/>	
18	How is data protection guaranteed (data categories used, notification and definition of sensitive data)?	→ 1.2.5 → 1.2.18	<input type="checkbox"/>	
19	How can access to personal data be protected and logged (DB concept and access regulations in detail)?	→ 2.2.1	<input type="checkbox"/>	
20	Is logging as per § 14(2)(7) DSGVO possible?	→ 2.2.1	<input type="checkbox"/>	
21	Is it possible for these logs (log files) to be protected (how?) and do I definitely have read access?	→ 2.3.3	<input type="checkbox"/>	
22	How is access to the data backups arranged and are the necessary amendment and deletion options available (§ 27 DSGVO)?	→ 2.1.4	<input type="checkbox"/>	
23	What possibilities for accessing the DB does the supplier need to have and how can the customer check this and protect itself against unauthorised access?	→ 2.3.3	<input type="checkbox"/>	
24	How is password protection managed and safeguarded (resetting and changing passwords, time intervals, password security check)?	→ 2.3.3	<input type="checkbox"/>	
System requirements for the customer				
25	What system requirements (hardware and software) are needed from the customer?	→ 1.2.6	<input type="checkbox"/>	
26	What update cycles are absolutely necessary for hardware and software?	→ 1.2.7	<input type="checkbox"/>	
27	What network requirements (bandwidth of the cabling, router, protocols, network addresses) are expected and can be met?	→ 2.1.8	<input type="checkbox"/>	
28	Who is responsible for the network on the customer's premises?	→ 3.3	<input type="checkbox"/>	
29	Who creates the network connection to the supplier and who looks after it (costs and maintenance)?	→ 3.3	<input type="checkbox"/>	
30	How are component failures identified and remedied?	→ 3.3	<input type="checkbox"/>	
Customer-specific developments				
31	What future additions are already definitely planned by the supplier?	→ 1.2.8 → 1.2.7	<input type="checkbox"/>	
32	What future additions are already definitely planned by the customer?	→ 1.2.8 → 1.2.7	<input type="checkbox"/>	
33	What additions can be foreseen but cannot currently be precisely defined by the supplier/customer?	→ 1.2.7	<input type="checkbox"/>	

No.	Description	SaaS Guide	☑	Date
34	Is the supplier prepared to present a definite binding offer to the customer for its additions which cannot yet be defined as soon as they can be defined (scope of performance, effects on operation, cost increases or reductions, time of commissioning, preparations for the customer, acceptance deadline)?	→ 1.2.7	<input type="checkbox"/>	
35	If the additions are mandatory, to what extent is the supplier prepared to grant the customer a right of termination and what will the deadline be for this?	→ 1.2.7 → 1.2.14	<input type="checkbox"/>	
36	To what extent is the supplier prepared to provide a binding offer to the customer for a desired and specified service enhancement within a defined (negotiable) deadline?	→ 1.2.7 → 1.2.17	<input type="checkbox"/>	
37	How and where (on what machine) will new applications be tested before they are adopted?	→ 1.2.9 → 1.2.17	<input type="checkbox"/>	
38	Who has to provide the test data?	→ 2.2.3 → 2.2.4	<input type="checkbox"/>	
39	When and how should the customer accept the product?	→ 1.2.9	<input type="checkbox"/>	
40	Who owns the rights to the new application? (Who had the basic idea, who essentially conducted the implementation)?	→ 1.2.9	<input type="checkbox"/>	
41	What ideas are there concerning an involvement in the utilisation (including support, remuneration and defence of the rights)?	→ 1.2.9	<input type="checkbox"/>	
42	Who applies for possible patents, where will this be done and with what involvement?	→ 1.2.9	<input type="checkbox"/>	
43	How will licences be granted for these patents?	→ 1.2.9	<input type="checkbox"/>	
44	Who will monitor, pay the fees for and defend these patents?	→ 1.2.9	<input type="checkbox"/>	
Service changes and updates and their scheduling				
45	Can the supplier already inform the customer of beneficial changes and enhancements to its system (if these are relevant for the customer) and give a clear indication of how these will impact its services to the customer?	→ 1.2.7	<input type="checkbox"/>	
46	When will these changes and additions be made (dates)?	→ 1.2.7	<input type="checkbox"/>	
47	Can the supplier enforce a right to amend the contract in relation to this?	→ 1.2.14	<input type="checkbox"/>	
48	From what point is the change or addition a mandatory requirement?	→ 1.2.7	<input type="checkbox"/>	
49	Is a bypass possible, how and in what period?	→ 1.2.7	<input type="checkbox"/>	
Documentation and depositing of the source code				
50	Is there documentation available for the supplier's services in relation to the services required for the customer?	→ 1.2.10	<input type="checkbox"/>	
51	What form is this documentation in (paper, offline, online)?	→ 1.2.10	<input type="checkbox"/>	
52	To what extent does it correspond to the services used (up to date)?	→ 1.2.10	<input type="checkbox"/>	
53	What are the operating instructions like (up-to-date, accurate, helpful, complete information on error messages etc.)?	→ 1.2.10	<input type="checkbox"/>	
54	How usable are they?	→ 1.2.10	<input type="checkbox"/>	
55	Can the customer keep the documentation at the end of the contract (for whatever reason) or does it have to be returned? And by what time?	→ 1.2.10 → 1.2.14	<input type="checkbox"/>	
56	What level of confidentiality needs to be maintained for the documentation?	→ 1.2.15	<input type="checkbox"/>	
57	In the case of individual software, will it be possible to store the source code with the installation instructions and documentation? If yes, where?	→ 1.2.10	<input type="checkbox"/>	
58	Could these documents also be left sealed on the customer's premises and under what circumstances?	→ 1.2.10	<input type="checkbox"/>	
59	How is it ensured that the stored source code is up to date?	→ 1.2.10	<input type="checkbox"/>	
60	How will infringements of these obligations be sanctioned?		<input type="checkbox"/>	

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Training and support				
61	What kind of training can the supplier offer? How many people can the supplier train?	→ 1.2.11	<input type="checkbox"/>	
62	What requirements must staff meet before they are trained?	→ 1.2.11	<input type="checkbox"/>	
63	What is the aim of the training (ability to operate the system, Train the Trainer)?	→ 1.2.11	<input type="checkbox"/>	
64	Costs of the training (per person and module)?	→ 1.2.11 → 1.2.13	<input type="checkbox"/>	
65	Period and time of the training?	→ 1.2.11	<input type="checkbox"/>	
Availability of overall service				
66	What availability can the supplier offer for what measurement period and at what cost?	→ 1.2.12 → 3.2 → 3.3	<input type="checkbox"/>	
67	What limit values and what statistical securities apply for this?	→ 3.2 → 3.3	<input type="checkbox"/>	
68	To what extent is it possible to differentiate availability for individual services?	→ 2.1.5 → 2.1.8 → 2.1.9 → 3.2 → 3.3	<input type="checkbox"/>	
69	Is it also possible to specify the limit values and statistical securities for this?	→ 3.2 → 3.3 → 4.2	<input type="checkbox"/>	
Remuneration and payment conditions				
70	How will the supplier's services be invoiced (individually, at a flat rate, according to time or according to use of components)?	→ 1.2.13	<input type="checkbox"/>	
71	How will downtime be compensated (flat rate, according to time, with penalties)?	→ 1.2.13 → 2.1.5 → 3.2 → 3.3 → 3.5 → 4.1.5	<input type="checkbox"/>	
72	How are shortfalls in service recorded and settled (absolute or relative magnitude, period)?	→ 3.2 → 3.3 → 3.5	<input type="checkbox"/>	
73	How and for what services are the payment intervals specified (monthly, quarterly, every six months, annually)?	→ 1.2.13	<input type="checkbox"/>	
74	Do you intend to establish a no-offset clause and why?	→ 1.2.13	<input type="checkbox"/>	
75	Other payment conditions?	→ 1.2.13	<input type="checkbox"/>	
Term and termination				
76	What contract term is the supplier aiming to achieve (unlimited, limited, waiver of entitlement to termination for one or both parties)?	→ 1.2.14	<input type="checkbox"/>	
77	Who will pay the fees that may be incurred and to what extent. Who reports them and accounts for them (to the tax office)?	→ 1.2.13	<input type="checkbox"/>	
78	What notice periods are acceptable for both parties?	→ 1.2.14	<input type="checkbox"/>	
79	What regulations (data transfer and deletion etc.) are provided for the end of the contract?	→ 1.2.14 → 2.3.1	<input type="checkbox"/>	
80	How and in what period of time can the supplier reliably delete backups after the contract has terminated and how does it document this?	→ 1.2.14	<input type="checkbox"/>	

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Confidentiality obligations				
81	Have the supplier's employees been made aware of the need to keep the customer's trade secrets confidential and have they explicitly consented in writing to uphold this obligation?	→ 1.2.15	<input type="checkbox"/>	
82	For how long will this information remain confidential after an employment contract is terminated?	→ 1.2.15	<input type="checkbox"/>	
83	What penalties have been agreed for any infringement of this obligation?	→ 1.2.15	<input type="checkbox"/>	
84	Has the statutory confidentiality obligation, which applies without a time restriction (§ 15 DSG 2000), as per the Data Protection Act also been explained to the employees?	→ 1.2.15	<input type="checkbox"/>	
85	Can these compulsory declarations be inspected?	→ 1.2.15	<input type="checkbox"/>	
86	Are these obligations monitored?	→ 2.2.1	<input type="checkbox"/>	
87	Are employees who leave the company reminded again of their confidentiality obligations and the possible sanctions they could face in the event of infringements?	→ 1.2.15	<input type="checkbox"/>	
88	Are there regulations on access to customer data for employees who are leaving the company?	→ 2.2.1	<input type="checkbox"/>	
89	To what extent do corresponding obligations concerning confidentiality about the supplier's data and services need to be observed by the customer's employees?	→ 1.2.15	<input type="checkbox"/>	
Special rights and obligations				
90	Does a coordination committee need to be set up for this contract?	→ 1.2.16	<input type="checkbox"/>	
91	How is its composition and the replacement of members governed?	→ 1.2.16	<input type="checkbox"/>	
92	How often does this team need to hold meetings and where and how should it be convened? Does it need to meet regularly?	→ 1.2.16	<input type="checkbox"/>	
93	What specific tasks are transferred to the team?	→ 1.2.16	<input type="checkbox"/>	
94	How should the team's decisions concerning the contract be classified (no right to amend the contract)?	→ 1.2.16	<input type="checkbox"/>	
95	How should the regular reporting obligation and escalation to the management be carried out?	→ 3.4	<input type="checkbox"/>	
Processor				
96	Do the supplier's system design and the customer's foreseeable requirements make it necessary to provide a separate development system or is it available anyway?	→ 1.2.17	<input type="checkbox"/>	
97	For what capacity does it need to be designed?	→ 1.2.17	<input type="checkbox"/>	
98	Who provides it?	→ 1.2.17	<input type="checkbox"/>	
99	How will use be regulated (in terms of time and financially)?	→ 1.2.17	<input type="checkbox"/>	
100	How is the development work which has been performed on the development system transferred into real operation and what assistance is provided for this?	→ 1.2.17 → 1.2.9	<input type="checkbox"/>	
101	How is liability for defects (hardware and software) in the system governed and handled?	→ 1.2.19 → 1.2.20	<input type="checkbox"/>	
Data processing register notifications				
102	As the service provider, is the supplier willing and able to notify the data processing register after receiving the relevant information from the customer?	→ 1.2.18	<input type="checkbox"/>	
103	In this case is the supplier also prepared to undertake the responsibility for this as per civil and administrative law?	→ 1.2.18	<input type="checkbox"/>	
104	What additional fee would have to be paid for this?	→ 1.2.18 → 1.2.13	<input type="checkbox"/>	
105	How is the documentation for this task regulated and managed?	→ 1.2.18 → 1.2.10	<input type="checkbox"/>	
Warranty				
106	To what extent is the supplier prepared to undertake the warranty usually prescribed by law for its services (as per §§ 922-933 and §§ 1096-1097 ABGB [General Civil Code])?	→ 1.2.19	<input type="checkbox"/>	

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107	For which services or functions does it provide no warranty or only a limited warranty?	→ 1.2.19 → 1.2.1 → 1.2.8 → 1.2.9 → 1.2.7 → 1.2.10	<input type="checkbox"/>	
108	How are the individual services and/or functions assessed in relation to the service as a whole?	→ 1.2.19	<input type="checkbox"/>	
109	What deadlines are agreed for the reporting of deficiencies?	→ 1.2.19	<input type="checkbox"/>	
110	To what extent are the fault reports and their settlement period covered in the provisions of the warranty?	→ 1.2.19 → 1.2.4	<input type="checkbox"/>	
111	How are fee reductions managed and applied?	→ 1.2.19 → 1.2.13	<input type="checkbox"/>	
112	How and within what period will the supplier prove that it is not at fault for the defect of which it has been notified?	→ 1.2.19	<input type="checkbox"/>	
Compensation				
113	To what extent are the supplier and customer prepared to be liable even for slight negligence?	→ 1.2.20	<input type="checkbox"/>	
114	For which services and/or functions will it only be liable in the event of gross negligence?	→ 1.2.20	<input type="checkbox"/>	
115	To what extent can and should an extrajudicial agreement for compensation claims be agreed and implemented?	→ 1.2.20 → 1.2.24	<input type="checkbox"/>	
116	Should an arbitrator be appointed for this purpose and how should this be done?		<input type="checkbox"/>	
117	What is the maximum amount that can be claimed? What types of damage are excluded from mutual compensation claims?	→ 1.2.20 → 3.1	<input type="checkbox"/>	
118	How will the settlement between the parties be carried out in relation to third parties' compensation claims?	→ 1.2.20	<input type="checkbox"/>	
Exemption from performance and force majeure				
119	What events can be considered force majeure?	→ 1.2.21	<input type="checkbox"/>	
120	Which external influences should be included as reasons for exemption?	→ 1.2.21	<input type="checkbox"/>	
121	Which prolonged external events need to be included in force majeure if they cannot be avoided by a contractual partner or remedied through a replacement service?	→ 1.2.21	<input type="checkbox"/>	
122	What evidence will be accepted for these external events and influences?	→ 1.2.21	<input type="checkbox"/>	
Sale of a business				
123	Which companies are currently not acceptable for the customer if they conduct a friendly or hostile takeover of the supplier or a merger is imminent between them and the supplier or they are able to exert a significant influence over the supplier?	→ 1.2.22	<input type="checkbox"/>	
124	Which companies are at least currently not acceptable for the supplier if they conduct a friendly or hostile takeover of the customer or a merger is imminent between them and the customer or they are able to exert a significant influence over the customer?	→ 1.2.22	<input type="checkbox"/>	
125	Within what period must the supplier/customer inform the contractual partner of any such takeover and/or influence?	→ 1.2.22	<input type="checkbox"/>	
126	Within what period must the supplier/customer inform the other contractual partner of whether it rejects or accepts a takeover or influence?	→ 1.2.22 → 1.2.14	<input type="checkbox"/>	
127	What notice period is acceptable for the contractual partner for extraordinary termination in the event of rejection?	→ 1.2.22 → 1.2.14	<input type="checkbox"/>	
128	Has a special compensation regulation been agreed in case one of the parties fails to observe one of these deadlines or fails to provide the required notification? Can this be enforced?	→ 1.2.22 → 1.2.20	<input type="checkbox"/>	
129	Does a penalty need to be agreed instead of this?		<input type="checkbox"/>	


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Miscellaneous				
130	Should disputed matters concerning the content and performance of this planned contract be decided in a state court? Which court should this be (jurisdiction agreement)?	→ 1.2.24	<input type="checkbox"/>	
131	If a court of arbitration needs to resolve the disputed matters, how and by whom should it be assembled and installed?	→ 1.2.24	<input type="checkbox"/>	
132	Which legal system and which negotiation language should be agreed for the court of arbitration/court?	→ 1.2.24	<input type="checkbox"/>	
133	Which rules of arbitration should be selected?	→ 1.2.24	<input type="checkbox"/>	
134	Should special negotiation regulations be specified for the court of arbitration in addition to the selected rules of arbitration (if this is possible)?	→ 1.2.24	<input type="checkbox"/>	
135	In what form should amendments to the contract be made (mandatory requirement for written form even for a waiver of this form)?	→ 1.2.24	<input type="checkbox"/>	
136	What evidence is agreed and will be accepted for the exclusion of liability?	→ 1.2.20 → 1.2.10 → 1.2.4	<input type="checkbox"/>	
Disputes				
137	Should a mediator be involved to resolve disputes?	→ 1.3.1	<input type="checkbox"/>	
138	How should the mediator be selected and who should commission the mediator and what aims should he/she be given?	→ 1.3.1	<input type="checkbox"/>	
139	What deadline and what resources should the mediator be given to solve the disputed matter?	→ 1.3.1	<input type="checkbox"/>	
140	Should a waiver of limitation be agreed during the mediation?		<input type="checkbox"/>	
Bankruptcy				
141	In the event of a planned liquidation independent of insolvency of its company, is the supplier prepared to inform the customer of this as soon as possible and to state who is planned to be the liquidator and to what extent the customer's wishes can be accommodated during the liquidation when looking for replacement solutions?	→ 1.2.23	<input type="checkbox"/>	
142	Is a backup of the customer's data and the software used by the supplier outside of the supplier's domain possible and at what cost?	→ 1.4	<input type="checkbox"/>	
143	Is an alternative supplier conceivable in the event of bankruptcy and can the supplier offer one (provided that this is possible as per the new insolvency law)?	→ 1.4	<input type="checkbox"/>	
144	Could a solution for the bankruptcy issue be found by using in-house machines, designated exclusively for the customer, to deliver the supplier's services to the customer?	→ 1.4	<input type="checkbox"/>	
145	What would this kind of solution cost?		<input type="checkbox"/>	
Compliance				
146	Does the supplier comply with the Austrian Corporate Governance rules?	→ 1.5	<input type="checkbox"/>	
147	If the customer has to comply with the Sarbanes-Oxley Act (USA, SOX), is the supplier prepared for this and does it consent to US-certified specialists inspecting its services for conformity with the SOX?	→ 1.5	<input type="checkbox"/>	

Data protection and data security

Redundant memory networks				
148	What concept is used to overcome the failure of hard drives?	→ 2.1.1	<input type="checkbox"/>	
149	Which other redundancy concepts are applied or are available?	→ 2.1.1	<input type="checkbox"/>	


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Data currency				
150	How often is a data backup created (time interval)?	→ 2.1.2	<input type="checkbox"/>	
151	How is this data backup carried out (total, incremental, differential, combined)?	→ 2.1.2	<input type="checkbox"/>	
152	Where is the backup data located?		<input type="checkbox"/>	
153	Is it physically secured and how is this carried out?		<input type="checkbox"/>	
Data recovery				
154	What concept is used for data recovery after an event of loss?	→ 2.1.3	<input type="checkbox"/>	
155	What time span has to be planned in for this?	→ 2.1.3	<input type="checkbox"/>	
156	Is differentiation according to databases possible?	→ 2.1.3	<input type="checkbox"/>	
157	Are data recovery tests also carried out and, if they are, at what intervals?		<input type="checkbox"/>	
Recovery to a particular day				
158	How is the data backup carried out and what media are used?	→ 2.1.4	<input type="checkbox"/>	
159	Are rewritable media or only once-writable media used?	→ 2.1.4	<input type="checkbox"/>	
60	What planned service life is scheduled for the media used?	→ 2.1.4	<input type="checkbox"/>	
161	Is it possible to differentiate the use of media according to the type of data?	→ 2.1.4	<input type="checkbox"/>	
162	If rewritable media are used, is physical deletion of data possible (§ 27 DSG 2000)?	→ 2.1.4	<input type="checkbox"/>	
163	If not, how can data on the media be blocked against being read in the future (§ 27 DSG 2000)?	→ 2.1.4	<input type="checkbox"/>	
164	Is it possible to read individual datasets on particular dates and to recreate defined sub-structures (disclosure as per § 26 DSG 2000)?	→ 2.1.4	<input type="checkbox"/>	
165	Is the program needed to read and write the data also secured? Where?	→ 2.1.4		
Ongoing monitoring of the systems				
166	How is ongoing system monitoring organised?	→ 2.1.5	<input type="checkbox"/>	
167	How are error messages in the system reported and assessed?	→ 2.1.5	<input type="checkbox"/>	
168	Which sub-systems will also be monitored?	→ 2.1.5	<input type="checkbox"/>	
169	What is the response to error messages (time and process)?	→ 2.1.5	<input type="checkbox"/>	
Spatial separation				
170	How is physical access to the current data and programs and to the backup copies arranged?	→ 2.1.6 → 2.1.8		
171	What security is provided against major damaging events?	→ 2.1.6	<input type="checkbox"/>	
172	How are the areas for the backup systems and data secured and monitored?	→ 2.1.6 → 2.1.8	<input type="checkbox"/>	
Protection against malware				
173	What safeguards does the supplier use against malware and which should the customer use?	→ 2.1.7	<input type="checkbox"/>	
174	How often are these protection programs updated or should they be updated?	→ 2.1.7	<input type="checkbox"/>	
175	How should the protection be arranged internally in order to prevent malware?	→ 2.1.7	<input type="checkbox"/>	
176	Are ongoing logs written for this purpose and can these be inspected?	→ 2.1.7	<input type="checkbox"/>	
177	Are these logs protected against manipulation?	→ 2.1.7 → 2.1.8	<input type="checkbox"/>	
Network security				
178	What does the supplier recommend to the customer in terms of the customer's network arrangement?	→ 2.1.8	<input type="checkbox"/>	
179	How are the connections to the peripheral devices designed and protected or how should these be designed and protected?	→ 2.1.8	<input type="checkbox"/>	

No.	Description	SaaS Guide	<input checked="" type="checkbox"/>	Date
180	To what extent should installation channels be secured and included in monitoring?	→ 2.1.8	<input type="checkbox"/>	
181	Is access to the components and the installation channels logged? Using what system?	→ 2.1.8	<input type="checkbox"/>	
Security for the technical facilities				
182	Are the minimum standards met for walls, floors, ceilings and windows in data centres?	→ 2.1.9	<input type="checkbox"/>	
183	Are relevant safety measures in place for fire, water and break-in and how are they monitored and updated?	→ 2.1.9	<input type="checkbox"/>	
184	Has appropriate lightning protection been set up and externally checked according to the rules of the most recent lightning protection regulations for buildings and technical and electronic facilities?	→ 2.1.9	<input type="checkbox"/>	
185	At what intervals will the inspection of safety and functionality be carried out and by whom?	→ 2.1.9	<input type="checkbox"/>	
186	Is it intended that there will be video monitoring of the server rooms and has notification been given of this (§§ 50a -50e DSG 2000) and how long will the recordings be kept?	→ 2.1.9	<input type="checkbox"/>	
187	Is the alarm system for anti-intrusion protection connected to a permanent monitoring service (police or private)?	→ 2.1.9	<input type="checkbox"/>	
188	How quickly can the monitoring service be on site?	→ 2.1.9	<input type="checkbox"/>	
Protection against access by unauthorised persons				
189	What password security methods are proposed for the customer's employees?	→ 2.2.1	<input type="checkbox"/>	
190	What methods does the SaaS supplier use to protect the customer's passwords against unauthorised access?	→ 2.2.1	<input type="checkbox"/>	
191	Do the databases used by the supplier allow differentiated access protection for different data and datasets and for the programmes that are used?	→ 2.2.1	<input type="checkbox"/>	
192	Are log files kept about individual accesses both by the customer's employees and by the supplier's employees?	→ 2.2.1	<input type="checkbox"/>	
193	Are these log files designed so they are protected against manipulation e.g. using digital signatures?	→ 2.2.1	<input type="checkbox"/>	
194	What protection is provided against unauthorised access by third parties?	→ 2.2.1	<input type="checkbox"/>	
195	How long are the log files and other security-related logs stored in a way that prevents manipulation (§ 14 DSG 2000)	→ 2.2.1	<input type="checkbox"/>	
196	Is there a document which can be inspected about the supplier's "Security Policy" and can it be handed over?		<input type="checkbox"/>	
Patch management				
197	Is there an internal guideline about the patches? How, when and by whom are they installed and managed?	→ 2.2.2	<input type="checkbox"/>	
198	Are patches in the clients on the customer's premises also feasible for the supplier? How is notification given of them and how are they managed?	→ 2.2.2	<input type="checkbox"/>	
Separation of development and production				
199	Can the supplier provide a test system that is representative for the production system?	→ 2.2.3	<input type="checkbox"/>	
Use of real data in test operation				
200	Is it also possible to produce systematic test data with the available test environment on the supplier's premises?	→ 2.2.4	<input type="checkbox"/>	
201	Do the testers also have the rights and options to test the data protection in the test operation?	→ 2.2.4	<input type="checkbox"/>	
202	If real data is used: Is there data protection like in the production system present in the test environment?	→ 2.2.4	<input type="checkbox"/>	
Data availability when the software service is not available				
203	Can the supplier provide an export function which makes the customer's data available so that it can also be read and processed by other programs?	→ 2.3.1	<input type="checkbox"/>	

No.	Description	 SaaS Guide	<input checked="" type="checkbox"/>	Date
204	Do these programs already have to be specifically named now?	→ 2.3.1	<input type="checkbox"/>	
205	How often and in what manner can the supplier provide the customer with its data so that even an executive intervention in relation to the supplier will not prevent the customer from accessing its data?	→ 2.3.1	<input type="checkbox"/>	
206	Can the supplier also ensure that the programs it uses will be available for the customer to use without restrictions in the event of executive access to the programs? How is this done?	→ 2.3.1	<input type="checkbox"/>	
Deletion of data				
207	Is it possible for individual pieces of data and entire datasets to be deleted as per statutory requirements and also at the request of the person in question in all backups (§ 6(1)(5) DSG 2000)?	→ 2.3.2	<input type="checkbox"/>	
208	Is it possible for datasets to be blocked for certain periods in the databases (§ 26(7) DSG 2000)?	→ 2.3.2	<input type="checkbox"/>	
209	Can current changes and additions to blocked datasets be carried out automatically at a later date?	→ 2.3.2	<input type="checkbox"/>	
210	Is the deletion of data and datasets contained in the log files?	→ 2.3.2	<input type="checkbox"/>	
Data protection				
211	Are both the supplier and its employees familiar with the Data Protection Act?	→ 2.3.3	<input type="checkbox"/>	
212	Have its employees received corresponding instructions and signed declarations?	→ 2.3.3	<input type="checkbox"/>	
213	Can these declarations be inspected?	→ 2.3.3	<input type="checkbox"/>	
214	Have the databases provided to the customer been designed so that they can meet the requirements of §§ 6, 7, 9, 14 and 26 DSG 2000?	→ 2.3.3	<input type="checkbox"/>	
215	Is the supplier prepared to allow the data protection commission or experts which it commissions to carry out the investigations required by law on its premises at any time?	→ 2.3.3	<input type="checkbox"/>	

System reliability

Clarification from the supplier				
216	How is the matter of system reliability dealt with by the supplier? What precautions are taken against failures? What are the current figures based on experience? (This must be comprehensively explained by the supplier before the contract is concluded!)?	→ 3.1	<input type="checkbox"/>	
Clarification from the supplier				
217	What are the customer's maximum operating times? What availability (percentage) does it need (possibly for individual areas)?	→ 3.2	<input type="checkbox"/>	
218	What measurement periods are used as the basis for calculating availability?	→ 3.2	<input type="checkbox"/>	
219	What maintenance windows, timetables and notification periods are necessary and acceptable for the customer?	→ 3.2	<input type="checkbox"/>	
220	Is it sensible to introduce various categories of "failure"?	→ 3.2	<input type="checkbox"/>	
Specifying the methods for identifying a failure				
221	What failure scenarios are conceivable? How are they defined?	→ 3.3	<input type="checkbox"/>	
222	How are failures identified?	→ 3.3	<input type="checkbox"/>	
223	From what point is the responsibility transferred to the customer?	→ 3.3	<input type="checkbox"/>	
224	Are possible external service providers included? To whom (the supplier or customer) is the responsibility for this assigned?	→ 3.3	<input type="checkbox"/>	

No.	Description	 SaaS Guide	<input checked="" type="checkbox"/>	Date
Defined follow-up actions				
225	What should the response be to an error notification from the customer?	→ 3.4	<input type="checkbox"/>	
226	Who/which organisational unit is responsible for the correction?	→ 3.4	<input type="checkbox"/>	
227	If there the fault is not corrected or cannot be corrected in this way, what escalation measures need to be taken?	→ 3.4	<input type="checkbox"/>	
228	What mutual obligations exist for the recovery of the contractual state?	→ 3.4	<input type="checkbox"/>	
Agreement of a (financial) sanction if the agreed downtimes are exceeded				
229	What are the sanctions if the agreed downtimes are exceeded?	→ 3.5	<input type="checkbox"/>	
230	What can the customer do in order to keep the loss for the supplier as low as possible?	→ 3.5	<input type="checkbox"/>	
231	Is the supplier prepared to alert the customer in good time to possible future faults that are already known?	→ 3.5	<input type="checkbox"/>	

Response time behaviour

232	What is the response time behaviour? What framework conditions exist? (This must be comprehensively explained by the supplier before the contract is concluded!)	→ 4.1.1	<input type="checkbox"/>	
233	What is the average response time for the various applications including the confidence interval for peak time?	→ 4.1.2	<input type="checkbox"/>	
234	What measurement period is used as the basis of the calculation?	→ 4.1.2	<input type="checkbox"/>	
235	Can the supplier provide the necessary software for recording the response times and logging these on the customer's workplace devices?	→ 4.1.2	<input type="checkbox"/>	
236	Is the response time behaviour part of the "Service Level Agreements (SLA)"?	→ 4.1.2	<input type="checkbox"/>	
237	At what intervals are repeat measurements carried out?	→ 4.1.2	<input type="checkbox"/>	
238	What options are there to intercept and sanction peak loads caused by the customer (normal or as a result of incorrect operation)?	→ 4.1.6	<input type="checkbox"/>	
239	What are the customer's expected and foreseeable needs in terms of future capacities?	→ 4.2.1	<input type="checkbox"/>	
240	Has it been possible to reach and agree an understanding about the measurement method?	→ 4.1.3	<input type="checkbox"/>	
241	In what locations are measurements carried out ("measurement locations")?	→ 4.1.3	<input type="checkbox"/>	
242	What measures can be taken to reduce or avoid excessive response times?	→ 4.1.4	<input type="checkbox"/>	
243	Is it possible to stipulate flat-rate, appropriate compensation if the agreed response times are exceeded?	→ 4.1.5	<input type="checkbox"/>	