



APPENDIX
BASIC TECHNICAL SERVICES

ATOSS Time Control Cloud Solution

This Appendix describes the BASIC TECHNICAL SERVICES to which COMPANY considers itself to be bound in the context of provision of the CLOUD SERVICE on the basis of a CONTRACT with CUSTOMER.

Unless otherwise specified below, the CLOUD GTC apply accordingly.

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I. Part: General technical set-up and operation

1. General technical set-up

(1) The following BASIC TECHNICAL SERVICES are included in the scope of services:

- The communication between the CLOUD SERVICE and the web client is done via HTTPS using TLS 1.2 or higher. ATOSS uses a wildcard certificate with the domain \*.atoss.com.
Setting up file transfer with SFTP
Supporting the establishment of a connection to CUSTOMER's own email server
Supporting the technical set-up of communication with web services (provided corresponding license is ordered)
Supporting the establishment of network connections for terminals (provided corresponding license is ordered)
Restoring data backups
Activating the push-notification for the ATOSS mobile app (provided corresponding license is ordered)

Subsequent alteration to previously established or existing technical configurations or the addition of configurations can be coordinated with COMPANY at CUSTOMER's request. If COMPANY can make such subsequent alterations without expending significant additional time or resources because these alterations or additions, either individually or collectively, do not generally exceed one (1) working hour per month, then they do not represent a service alteration. Otherwise, service alterations must be ordered separately for an additional fee.

(2) In particular, the following special technical services are expressly not included but can be ordered by CUSTOMER for an additional fee:

- VPN connection
Provision of a test system
Data transfer between productive and test systems
Individual agreements on data storage

(3) In particular, the following technical services are expressly indicated as **not** possible:

- Hosting of terminal manufacturers' software
- Individual agreements on technical service times
- Individual regulations on data retention

2. Requirements for the technical set-up and operation within the meaning of section 1 in I. Part of this Appendix

- COMPANY shall inform CUSTOMER of the period of time in which the services detailed in section 1 para. (1) in I. Part of this Appendix are to be provided, giving three (3) weeks' notice;
- CUSTOMER shall ensure the availability of the technical and professional contact partners with sufficient expertise, authorizations and discretionary competence for the duration of the period of time specified by COMPANY for the provision of services;
- Communication for the purposes of coordinating and performing services shall take place exclusively in German or in English, depending on the employees deployed by COMPANY. CUSTOMER shall take into account the foreign language qualifications of its employees when selecting its technical and specialist contact partner;
- CUSTOMER shall ensure that COMPANY is provided with the information required for the technical set-up, that the information provided is complete and correct, and that all other requirements are met.

If CUSTOMER fails to fulfill its contractual duties to cooperate or only does so belatedly, COMPANY shall not be responsible for any faults or delays that occur as a result. Notwithstanding the aforesaid, the provisions of § 4 clause 4 of the CLOUD GTC shall apply accordingly.

## **II. Part: Software maintenance**

COMPANY will provide CUSTOMER with CONTINUOUS MODIFICATIONS and enhancements on an ongoing basis as part of software maintenance. Such CONTINUOUS MODIFICATIONS can also be provided for individual MODULES only. The COMPANY shall inform the CUSTOMER of the maintenance window required for this purpose in good time prior to the installation of CONTINUOUS MODIFICATIONS. The provision of entirely new functions that signify a significant extension to the scope of service and the provision of new MODULES are not included in the software maintenance. COMPANY only offers such extensions and their provision for a separate fee.

The right of use set forth in § 3 clause 1 of the CLOUD GTC also extends to CONTINUOUS MODIFICATIONS which COMPANY provides in the course of software maintenance, including all accompanying DOCUMENTATION as amended.

## **III. Part: Data backups**

Data backups are stored in encrypted and geo-redundant form for seven (7) days. Details of the data backup and data restoration can be accessed in the customer area of COMPANY's website.

The data volume for data backups is included in the agreed fees. The data volume made available is provided on the basis of the average expected data backup usage according to LICENSE METRICS. CUSTOMER must ensure that it only ever saves CUSTOMER DATA and other associated information in the CLOUD SERVICE, which is necessary for the proper use of the CLOUD SERVICE. CUSTOMER is obliged to delete all CUSTOMER DATA and information that is no longer required, such as reports and data transferred to and from interfaces, as soon as the purpose of use no longer exists. If COMPANY determines that the data volume actually required by CUSTOMER deviates significantly from the average expected and usual data volume, COMPANY shall be entitled to adjust the agreed fees in accordance with the data volume actually required by CUSTOMER.

## **IV. Part: Special technical set-up and operation**

This IV. Part of the Appendix describes the scope of services and the requirements for special technical set-up and operation which are not included in the general set-up and operation of the CLOUD SERVICE according to section 1 para (2) in I. Part of this Appendix.

The corresponding information as stated under this IV. Part therefore only applies in the event that

the CUSTOMER has individually and additionally ordered the respective technical services:

1. Set-up and operation of a virtual private network (VPN) tunnel (site-to-site)

(1) In case of a special order of a virtual private network (VPN) tunnel, the following services are included in the scope of services:

- Set-up of a virtual private network (VPN) tunnel (site-to-site)
- Kick-off meeting to align the requirements and for the purpose of scheduling the technical set-up and cooperation on the customer side (conducted by telephone call, max. 60 minutes)

After COMPANY has accepted the special order, the ATOSS contact person will contact the CUSTOMER to arrange a meeting. Lead times for this special technical set-up are usually about 6-8 weeks.

All services are provided exclusively via remote. If on-site deployment is desired or necessary, the services of the COMPANY will be invoiced according to time and effort plus travel time and travel costs as described in detail in the OFFER. Any additional coordination rounds or set-up services as well as further support for these services are not included, but can be additionally ordered at any time if necessary for a corresponding fee.

(2) Requirements for setting up a VPN tunnel

The set-up of a VPN tunnel requires close cooperation between the CUSTOMER and the COMPANY as well as, if applicable, third party service providers who are involved in network communication on the customer's side or who shall be connected to the CLOUD SERVICE through the set-up of a VPN tunnel at the request of the CUSTOMER. Within the framework of the cooperation, the CUSTOMER must in particular provide the following contributions:

- Providing and ensuring the availability of technical contact persons with adequate qualifications (technical/specialist know-how, decision-making skills, foreign language qualifications in English and German)
- Fill out and final approval of the edited checklist "VPN commissioning"
- Provision of all other requirements necessary for setting up the VPN tunnels (site-to-site)

(3) Specific applicable provisions

Delays in the provision of services which result from the fact that the CUSTOMER has not fulfilled his obligations to cooperate in time or insufficiently, shall be at the expense and cost of the CUSTOMER. The COMPANY shall be remunerated for any corresponding additional expenditure on the basis of the COMPANY's current price list for the provision of services.

If, in the course of the cooperation, coordination or alignment with one or more third party service providers which are involved in network communication on the CUSTOMER's side or which are to be connected to the CLOUD SERVICE through the establishment of a VPN tunnel at the request of the CUSTOMER is required, the CUSTOMER shall be solely responsible for the coordination and agreement with such third party service provider and shall provide the COMPANY with any additional requirements and other information required for the establishment of network communication in a timely and complete manner. If subsequent changes are made in accordance with the "VPN commissioning" checklist already provided and the requirements already agreed, the COMPANY will then be pleased to provide the CUSTOMER with support in changing the set-up of a VPN tunnel for a fee and will prepare a separate offer with regard to these changes.

In this respect, the COMPANY points out that a connected third-party service provider may change the relevant interfaces for data transfer via the VPN tunnel at any time without the COMPANY having any influence on this. The COMPANY shall not be liable for losses or other disadvantages suffered by the CUSTOMER as a result of or in connection with a change of interface by a connected third-party service provider and for which the COMPANY is not responsible. In such cases, the CUSTOMER shall be liable for the losses to the COMPANY resulting from culpable acts or omissions of the CUSTOMER's third party service provider as if they were his own fault.

2. Set-up and operation of a test system

(1) In case of a special order of a test system, the following BASIC TECHNICAL SERVICES are included in the scope of services

- I. to III. Part of this Appendix shall apply accordingly to the provision of the test system.

(2) In addition, the following provisions shall apply:

- The COMPANY provides the test system with an availability of 99% per month. This availability rate is calculated in accordance with the Appendix "ATOSS Time Control Cloud Solution". Any provision outside this agreed availability is not owed.
- Unless otherwise specified herein, the provisions of the Appendix "SLA - ATOSS Time Control Cloud Solution" for the test system shall apply accordingly.

(3) Data transfer between productive and test system

- On the test system commissioned by the CUSTOMER, an up-to-date, non anonymised copy of the data of the CUSTOMER's productive system is imported once upon request by the CUSTOMER (without customer-specific scripts and reports, if these cannot be transferred in the standard).

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