

APPENDIX SERVICE LEVEL AGREEMENT (SLA)

ATOSS Startup Edition CLOUD24/7

This Appendix describes the SERVICE LEVEL to which COMPANY shall be bound in the context of provision of the CLOUD SERVICE on the basis of the CONTRACT with CUSTOMER.

Unless otherwise specified below, the CLOUD GTC apply accordingly.

This Appendix is divided into the following Parts:

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I. Part: Availability

1. **Availability:** COMPANY provides the CLOUD SERVICE with an availability of 99.9% per month. Any provision outside of this agreed availability is not owed under the CONTRACT.

The relevant measuring point for calculating the monthly availability rate of the CLOUD SERVICE is the demarcation point in the Internet. CUSTOMER is solely responsible for any impairments to the transmission of data via the relevant measuring point – such as in CUSTOMER’s connection to the Internet and/or in CUSTOMER’s IT system.

Availability is recorded 24 hours a day, seven (7) days per week in a given month and is calculated for the month in question as follows:

$$\frac{(\text{TOTAL TIME} - \text{PERMITTED SERVICE FAILURE} - \text{UNPLANNED SERVICE FAILURE})}{(\text{TOTAL TIME} - \text{PERMITTED SERVICE FAILURE})} \times 100^*$$

**The calculated availability rate is rounded to one decimal place. Where the second decimal place is between 0 and 4, this will be rounded down to the nearest single decimal place; where it is between 5 and 9, it will be rounded up.*

- (1) "TOTAL TIME" refers to the total number of minutes in the calendar month in question.
- (2) "UNPLANNED SERVICE FAILURE" refers to the total number of minutes for which the CLOUD SERVICE is unavailable in a respective calendar month where this unavailability is not justified by a "PERMITTED SERVICE FAILURE".
- (3) "PERMITTED SERVICE FAILURE" refers to the total number of minutes for which the CLOUD SERVICE is unavailable in a respective calendar month where this unavailability is due to at least one of the following circumstances: (i) maintenance work within the maintenance windows defined under section 2 in I. Part of this Appendix; (ii) temporary disruption of access to CLOUD SERVICE according to § 5 clause 1 of the CLOUD GTC; (iii) deactivation deemed necessary to prevent damage or for security purposes in emergency situations relating to the CLOUD SERVICE; (iv) disruptions due to illegal use or use in breach of CONTRACT by CUSTOMER or caused by CUSTOMER’s failure to adhere to required configurations, system requirements or cooperation duties;

(v) faults due to improper use, use deviating from the displays in the MODULES or from the load profile, or use that exceeds system resources - with system resources dimensioned based on current license data -; (vi) Internet faults (e.g. caused by line failures or faults in external telecommunications and/or network providers); (vii) FORCE MAJEURE EVENTS, or (viii) faults caused by applications and/or services, hardware and/or other software of CUSTOMER or a THIRD PARTY which are not in the possession of COMPANY or its subcontractors, or which COMPANY or its subcontractors cannot be reasonably expected to control.

2. Maintenance windows

(1) Planned maintenance windows

The weekly maintenance windows for the CLOUD SERVICE are stated in the customer area of COMPANY's website. COMPANY may adjust planned maintenance windows from time to time. COMPANY will inform the technical contact partner named by CUSTOMER of such adjustments to the maintenance windows, giving 30 calendar days' notice.

(2) Short-notice maintenance windows

In rare instances, it may be necessary to announce maintenance windows at short notice, such as for reasons of data protection and operational reliability. Depending on the level of risk, COMPANY will inform the technical contact partner named by CUSTOMER of the time and duration of the short-notice maintenance window.

II. **Part: Reports**

1. COMPANY monitors the availability of the CLOUD SERVICE and produces a monthly report.
2. COMPANY shall publish these reports in the following month, at COMPANY's discretion either making them directly available to CUSTOMER in the CLOUD SERVICE or sending them to CUSTOMER via email.

III. **Part: SUPPORT HOTLINE**

1. Responsibility: The SUPPORT HOTLINE advises and supports CUSTOMER exclusively in relation to the following queries:
 - (1) Reporting application errors or disruptions due to configurations and parameterizations of the MODULES;
 - (2) Queries about operating of individual MODULES, how to use the MODULES, or functions of the MODULES.
 - (3) Problems with data transmission via interfaces to external systems (e.g. payroll), provided that this interface was previously used successfully;
 - (4) Problems with data recording using recording terminals, provided that these terminals were previously used successfully;
 - (5) Reporting programming errors reproducible in the delivery standard (e.g., in case of functional deviations from DOCUMENTATION).
 - (6) Queries about CONTINUOUS MODIFICATIONS;
 - (7) Requests for service credit notes in accordance with § 8 clause 3 of the CLOUD GTC;
 - (8) Queries about and reporting disruptions in the technical operation of the CLOUD SERVICE (e.g. login disruptions, in relation to the performance of infrastructure services and data loss or data backup problems);
 - (9) Reporting of unavailability of the CLOUD SERVICE.

In order to ensure the most efficient processing of customer queries, the CUSTOMER - provided that he has concluded a contract with an ATOSS partner for implementation services and hotline

services - must submit queries, but in particular those relating to clauses (1) to (4), directly to his ATOSS partner. In such cases, the implementing ATOSS Partner shall in turn contact the SUPPORT HOTLINE, if necessary. In other cases, the CUSTOMER may continue to contact the SUPPORT HOTLINE of the COMPANY directly.

If the CUSTOMER has concluded the CONTRACT for the CLOUD SERVICE without a SUPPORT HOTLINE, the SUPPORT HOTLINE will only advise and support the CUSTOMER with customer inquiries in accordance with III. Part Number 1. clauses (5)-(9).

2. Services not included: The deployment of consultants at the CUSTOMER's premises and other services that go beyond the consultation of user questions and faults in connection with the technical equipment and the on-going operation of the CLOUD SERVICE are not subject of the hotline services. The SUPPORT HOTLINE is not responsible for putting recording terminals or interfaces with external systems into operation. Furthermore, the SUPPORT HOTLINE cannot replace training sessions on the operation, use and functions of the MODULES. COMPANY may invoice separately for any expenses incurred by the SUPPORT HOTLINE due to intent or gross negligence on the part of CUSTOMER (e.g. improper entry of orders in MODULES, contrary to DOCUMENTATION and/or contrary to express instructions provided by the SUPPORT HOTLINE, etc.) in accordance with the valid price list as amended from time to time.
3. Hotline operating hours: The SUPPORT HOTLINE is available to respond to CUSTOMER queries in accordance with III. part number 1 clauses (1)-(8) or if the CUSTOMER has concluded a contract with an ATOSS partner for implementation services and hotline services in accordance with III. part number 1 clauses (5)-(8) during COMPANY's normal business hours (8am–6pm (CET) Monday to Friday, plus 8am–12pm (CET) on December 24 and 31; closed on national public holidays).

You can reach the SUPPORT HOTLINE at:

Phone +49 89 42 771 320
(may be subject to charges)

Fax +49 89 42 771 58 259

Email hotline@atoss.com

Exclusively for reports of non-availability of the CLOUD SERVICE pursuant to III. part number 1. clause (9), the SUPPORT HOTLINE can also be reached 24 hours a day, seven (7) days a week at the following telephone number: +49 89 42 771 362.

4. Placing of CUSTOMER queries: CUSTOMER must submit any query at the SUPPORT HOTLINE solely by an AUTHORIZED USER, who is also the technical and professional contact partner or their deputy. CUSTOMER queries submitted via other communications channels and by other contact partners will not be processed. In order to process CUSTOMER queries in a prompt and proper manner, it is essential that each CUSTOMER query contains as much relevant information as possible, i. e. especially details of the type of problem, the precise circumstances and, in the event of a disruption, information about how the disruption arose and its consequences. A CUSTOMER query must contain information that makes it possible for COMPANY to reproduce the problem or disruption. CUSTOMER must therefore also take the necessary measures to facilitate identification of the problem or disruption and its causes and provide reasonable support to help COMPANY reproduce it.
5. Processing CUSTOMER queries: COMPANY shall, at its own discretion, categorize incoming CUSTOMER queries according to severity levels that reflect the consequences of the problem or disruption for CUSTOMER. COMPANY may retrospectively adjust the severity level in individual cases based on further evaluation of specific disruption.
6. Time to react: CUSTOMER queries are subject to different times to react depending on their severity level.

The time to react is measured as the period of time between the receipt of a customer query from an AUTHORIZED USER and the point in time at which COMPANY notifies CUSTOMER that its request has been received and is now being processed. The time to react is only measured within the hotline operating hours as defined in section 3 in III. Part of this SLA. If CUSTOMER raises a query with the SUPPORT HOTLINE outside of the hotline operating hours, the query shall only be deemed to have been raised from the time at which the hotline operating hours recommence.

Disruptions caused by a PERMITTED SERVICE FAILURE in accordance with number 1. clause (3) in I. Part of this SLA shall not trigger a specific time to react.

If CUSTOMER's query does not include full information or is given to misunderstanding and the SUPPORT HOTLINE has to request further information as a result, the time to react shall only begin when COMPANY has obtained full information required to process the query.

The following table details the severity levels and respective times in which COMPANY should react:

Severity level	Description of severity level	Time to react
1	<p><u>Critical disruptions which prevent operation:</u> The CLOUD SERVICE is not accessible or significant functions of the MODULES are not working or are so severely impaired that CUSTOMER cannot be reasonable expected to use it. Examples:</p> <ul style="list-style-type: none"> • Data has been lost or corrupted; • data processing / data transmission is not possible; • decisive functions are not available, or attempts to use such functions result in the entire CLOUD SERVICE coming to a standstill (i.e. freezing). 	30 minutes
2	<p><u>Significant disruptions, which impede operation:</u> Important functions of the MODULES are not working or are severely limited or cannot be used without interruption due to ongoing instability. Examples:</p> <ul style="list-style-type: none"> • Important entries cannot be made; • important data/functions are not available; • the MODULES can only be used in a severely limited form. 	1 hour
3	<p><u>Minor disruptions:</u> Although application error messages appear or temporary outages occur, CUSTOMER is able to circumvent or avoid them. Examples:</p> <ul style="list-style-type: none"> • Application error messages lead to insignificant use restrictions; • Disruptions result in additional work or work-arounds for CUSTOMER. 	2 hours

4	<u>General user queries and problems</u>	4 hours
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