

APPENDIX SERVICE LEVEL AGREEMENT (SLA)

ATOSS Time Control (Mobile) Security Gateway Service

This Appendix describes the SERVICE LEVEL to which COMPANY shall be bound in the context of provision of the ATOSS Time Control (Mobile) Security Gateway 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:

- I. Part: Availability.....1
- II. Part: SUPPORT HOTLINE.....2

I. Part: Availability

1. Availability: COMPANY provides the ATOSS Time Control (Mobile) Security Gateway Service with an availability of 99.5% 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 ATOSS Time Control (Mobile) Security Gateway 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 ATOSS Time Control (Mobile) Security Gateway 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 ATOSS Time Control (Mobile) Security Gateway 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 ATOSS Time Control (Mobile) Security Gateway 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: SUPPORT HOTLINE**

1. The ATOSS Time Control (Mobile) Security Gateway Service is not included in the SUPPORT HOTLINE.
