

Service Level Agreement

Preamble

Insofar as a specific service level (Bronze, Silver, or Gold) has been agreed in an Individual Order (which may be within a proposal or other individual agreement), retarus GmbH (hereinafter referred to as "Retarus") shall provide the Customer with the services (hereinafter referred to as "SLA Services") described in this Service Level Agreement (hereinafter referred to as "SLA"). SLA Services refer to the communication services outlined in the respective Individual Order (hereinafter referred to as "Services"), and serve the purpose of expanding the performance parameters of these Services. The provisioning of SLA Services is carried out in accordance with the following terms and conditions unless otherwise agreed in writing between the parties. A text form requirement in this SLA shall also be fulfilled by stricter forms such as the written form.

1. Service levels and error categories

- Subject to the stipulations of the individual order, one of the service levels, either Bronze, Silver, or Gold, shall apply.
- Retarus provides SLA Services only as a service and only from Retarus' premises and/or Retarus' data centers.
- Errors are categorized as follows within the framework of this SLA:

Category 1	Critical errors: Services are permanently non-available.
Category 2	Material errors: The use of multiple material functions of the Services is not only temporarily impacted.
Category 3	Minor errors: Errors in Services, which are not critical or material errors.

Retarus shall classify errors based on Customer's reporting in accordance with Section 2 (c). Such classification shall be communicated to Customer upon or immediately after receipt of Customer's notification, as requested by Customer.

2. Customer Obligations

- The Customer shall designate sufficiently qualified contact persons, who are individually responsible for acceptance of the SLA Services. These contact persons shall be made available to Retarus during the applicable service periods (see Sections 4 and 5). The Customer is obligated to promptly notify Retarus in text form of any changes in contact persons.
- The Customer shall carefully document any errors related to the Services, as well as related symptoms and impacts, and promptly provide Retarus with the corresponding documentation.
- Customer error reports may be communicated by telephone or email, at Customer's option to the Retarus contact persons pursuant to Section 6. Retarus may require that error reports communicated by telephone be promptly confirmed by email. In such cases, the periods pursuant to Sections 4 and 5, take effect only upon receipt of such proper confirmation, provided that Retarus has requested such confirmation promptly following submission of the respective error report.
- In addition, Section A. IV and B. III. of Retarus' General and Special Terms and Conditions (GTC / STC) shall apply.
- Retarus is exempt, while the payment obligations of the Customer continue to apply, from all service obligations that arise from this SLA, if and insofar as the provisioning of the SLA Services is impeded because
 - the Customer is in violation of an obligation pursuant to Section 2,
 - the properly reported error cannot be reproduced with reasonable effort, or
 - the Customer does not use the Services as intended.

This exemption shall only apply if and once Retarus has informed the Customer accordingly in text form. Any statutory right of extraordinary termination or retention by Retarus shall remain unaffected.

3. Enhanced availability of the Retarus System

- The following availability shall apply to the data communication and data transfer systems that can be directly accessed and controlled by Retarus without involving a third party provider (hereinafter referred to as "Retarus System"): The part of the Retarus System relevant to the provisioning of Services for the Customer shall have the following availability in the calendar quarter average, depending on the service level agreed:

- The following availability applies to service level **Gold**: **99.8%**
- The following availability applies to service level **Silver**: **99.5%**
- The following availability applies to service level **Bronze**: **99.0%**

The aforementioned percentages correspond to the proportion of the calendar quarter (including day and night time, Sundays and holidays), during which Customer is able to use the Services. Temporary, maintenance-related system downtimes, as well as system downtimes due to force majeure or any other reasons outside the Retarus System shall not be considered when calculating any (non-)availability. In the event of conflicts or inconsistencies between the stipulations regarding availability in Section B. II. 2 of the Retarus' STC and the provision in this Section 3. (a), the (higher) availability stipulated herein prevails.

- Retarus shall determine the key indicators for evaluating compliance with the agreed availability on the basis of Customer's non-availability reports.

4. Target response times to error reports submitted by the Customer

- Retarus shall respond within the following target periods to error reports submitted by the Customer in accordance with the terms of the SLA:

	Service Level Bronze	Service Level Silver	Service Level Gold
Service times	Weekdays* Mon-Fri 8 a.m. – 6 p.m.	Weekdays* Mon-Fri 7 a.m. – 8 p.m.	24x7x365
Category 1	4 h	2 h	1 h
Category 2	6 h	4 h	2 h
Category 3	24 h	12 h	10 h

*In accordance with the holiday schedule applicable at Retarus' registered place of business.

- The target periods commence upon Customer's report of an error in accordance with the terms of the SLA. As a response, it is sufficient for the Retarus contact person to contact the customer by telephone in order to analyze and investigate the reported error.

5. Target periods for troubleshooting

- Retarus shall provide prompt service to troubleshoot and cure the reported error within the following target periods.

	Service Level Bronze	Service Level Silver	Service Level Gold
Service times	Weekdays* Mon-Fri 8 a.m. – 6 p.m.	Weekdays* Mon-Fri 7 a.m. – 8 p.m.	24x7x365
Category 1	8 h	6 h	4 h
Category 2	16 h	12 h	12 h
Category 3	5 business days	5 business days	4 business days

*In accordance with the holiday schedule applicable at Retarus' registered place of business.

- The target periods commence upon Customer's report of an error in accordance with the terms of the SLA. The aforementioned target response times are met if – in consideration of the respective error classification – Retarus provides the Customer with at least

one reasonable workaround within the applicable period. Any other obligations to eliminate errors from other agreements remain unaffected.

- c. If an error can be attributed to circumstances that lie outside of the Retarus System, Retarus has no obligation to resolve the error.

6. Retarus contact persons/escalation matrix

- a. The following contact persons shall be made available to the Customer as part of this SLA:

Online	https://eas.retarus.com
Phone	+49 89 5528-2525
Email	support@de.retarus.com

- b. Escalation matrix as part of this SLA

The following escalation options are available to the Customer depending on the duration of the corresponding SLA excess:

SLA response time exceeded by	Category 1	Category 2	Category 3
1 hour	Escalation level 1		
4 hours	Escalation level 2	Escalation level 1	
24 hours	Escalation level 3	Escalation level 2	
48 hours	Escalation level 4	Escalation level 3	Escalation level 1
72 hours	Escalation level 5	Escalation level 4	Escalation level 2
96 hours			Escalation level 3
Escalation level	Contact		
1	Retarus 24/7 Support		
2	Head of Support		
3	Director Customer Service		
4	Senior Vice President Delivery		
5	CEO		

7. Compensation and reduction in in the case of service level breach

- a. A monthly flat-rate for SLA Services applies as defined in the individual order.
- b. Any services that may have been provided for the Customer at the Customer's site, as well as any delivery of replacement and wear parts, are exempt from the monthly flat-rate and shall be charged separately in accordance with the corresponding applicable rates.
- c. In the event that Retarus misses the availability or target periods as stipulated in Sections 3 to 5, the Customer shall be granted the right to reduce the flat-rate remuneration for the SLA Services in the relevant month by 25% and request a credit note, unless Retarus was not at fault.
- d. Should the credit as stipulated in Section 7 (c) amount to the monthly flat-rate in a month, Customer may terminate this SLA immediately by written notice or continue SLA Services with the agreed service level or with a different service level at Customer's option until the agreed end of the term.
- e. Should the credit as stipulated in Section 7 (c) amount to the monthly flat-rate in two or more consecutive months, Customer may terminate the underlying Service agreement in writing.

- f. Any further rights of the Customer resulting from and in relation to this SLA are excluded.

8. Term

- a. Unless otherwise agreed, this SLA ends automatically without notice of termination being required, if and insofar as the underlying Service agreement expires or is terminated.
- b. The right to terminate the SLA for good cause remains unaffected.

9. Additional applicability of Retarus General and Special Business Terms

In addition, Retarus' GTC / STC shall apply to the provisioning of SLA Services.