

Service Level Agreement (SLA)

This Service Level Agreement (SLA) defines the provision of support for cioplenu's software and, if applicable, availability when the software is made available as SaaS. The definition from cioplenu's General Terms and Conditions shall apply.

1. Support and updates

- 1.1 Support shall include assisting and advising the customer in resolving problems in the use of the software, including reviewing, diagnosing and correcting significant defects and errors in the software and providing bug fixes, corrections, modifications, changes, enhancements, upgrades and new versions of the software (updates) to ensure the functionality of the software.
- 1.2 Support shall not extend to problems with or damage to the software caused by (i) negligence, misuse or improper operation by Customer, (ii) operation, use or storage/hosting of the software not in accordance with the documentation or failure to comply with cioplenu's specifications or restrictions, (iii) modifications to the software not performed or approved by cioplenu, (iv) actions of third parties, (v) third party products, and/or (vi) force majeure.
- 1.3 For each request/fault report, cioplenu will, at its reasonable discretion, give priority according to the criteria defined below. cioplenu may combine redundant fault reports by the client, which relate to the same fault, into one fault report.
- 1.4 cioplenu guarantees the availability and response times stated below for support. The reaction time represents the time between the first enquiry/fault report by the customer (by phone or electronically) and the first feedback (by phone or electronically) from cioplenu. Only time intervals during the reachability times are decisive for the reaction time.

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| Reachability | Weekdays (except Saturdays) 9:00 – 17:00 (CET) |
| Phone | +49 821 – 450 350 50 |
| E-mail | support@cioplenu.de |
| Languages | German, English |

| Priority | Description | Reaction time |
|------------------------|---|---------------|
| 1 - Showstopper | If the software no longer works and the customer's business is severely impaired. | 3 hours |
| 2 - Critical | The functionality of the software does not work as described and thus affects the entire software. | 8 hours |
| 3 - Major | Functionality of the software does not work as described, the rest of the software is not affected. | 48 hours |
| 4 - Minor | Functionality of the software is not impaired; general question. | 1 week |

- 1.5 cioplenu always strives and attaches great importance to correcting faults as quickly as possible. However, it is not possible to define and guarantee generally fixed fault correction times in advance, as faults can have a wide variety of types and causes. cioplenu will use its best endeavours to rectify faults as quickly as possible and will inform the client regularly about the progress of the rectification.
- 1.6 In general, troubleshooting is carried out by remote maintenance or by accessing the software hosted by cioplenu. To enable support and software maintenance, the client grants cioplenu comprehensive and unrestricted access to the software.
- 1.7 The client defines one support coordinator per location. Only the support coordinator will contact cioplenu regarding support or report faults.

2. Availability of the software as SaaS (in the cloud)

The following provision shall only apply in the event that the software is made available as SaaS in the cloud hosted by cioplenu:

- 2.1 cioplenu will make the software available to the client in the system environment of cioplenu in a logically separated account. cioplenu shall make the software available to the Client for remote access in a secure system environment. A transfer of the software to the client does not take place.
- 2.2 The software shall be made available to the customer in its current version/release.

- 2.3 cioplenu will make the software available to the client with an availability of at least 99% of the respective calendar month (hereinafter referred to as "minimum availability"). The software is available in this context if there is an uninterrupted connection between the servers on which the software is hosted and the transfer point to the Internet and the customer is able to log on and access the software. The minimum availability does not apply to test and development servers.
- 2.4 cioplenu is entitled to access the software in order to verify compliance by the client with the terms and conditions of use of the software, including remuneration; and to make diagnoses and analyses, and to adjust the settings of the software in order to improve the performance and/or security of the software, provided that such adjustments do not have a negative effect on the use of the software by the client; to collect system data (no personal data) on the use of the software in order to use it for the purpose of identifying and rectifying potential defects and errors in the software; to make statistical analyses; and to support research and development.

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