

## Schedule 2 – Service Level Agreement

### 1 SCOPE

- 1.1 This Service Level Agreement specifies the SaaS Solution owed by Turbit under the Agreement.
- 1.2 All performance specifications in this Service Level Agreement refer to the quality owed by Turbit of the SaaS Solution offered to the Customer for use at the Transfer Point in accordance with the Agreement. Impairments in the area of data transmission from Transfer Point to the Customer and/or in the area of the Devices itself shall not be taken into account.

### 2 AVAILABILITY

- 2.1 Turbit warrants an availability of 99.0 % on a monthly average; whereby the first period begins with the conclusion of the Agreement. Availability shall be deemed to be fulfilled if the Available Operating Time does not fall below this value on a monthly average. Availability is measured for the entire SaaS Service and calculated as follows:

$$\frac{\text{Available Operating Time} \times 99.0 \%}{\text{Agreed Operating Time}}$$

- 2.2 "**Agreed Operating Time**" means weekdays from 8:00 a.m. to 6:00 p.m. (Monday through Friday) and Saturdays from 8:00 a.m. to 1:00 p.m., excluding federal holidays in Germany and holidays in Berlin. Usually, the SaaS Service is also available outside the Agreed Operating Time, but there is no claim to this. Customer is entitled to use the SaaS Solution also outside the Agreed Operating Time.
- 2.3 "**Available Operating Time**" means the Agreed Operating Time less the time between the time Customer properly notifies Customer that a Class A and/or B Fault exists (assuming a Class A and/or B Fault actually exists) and the time the reported Class A and/or B Fault are corrected. If operations cannot be maintained or can only be maintained on a significantly limited basis due to any of the following events, this will not be deducted from the Available Operating Time:
  - 2.3.1 downtimes due to Virus or hacker attacks, insofar as Turbit has taken the agreed protective measures or, in the absence of an agreement, the usual protective measures;
  - 2.3.2 downtimes due to causes for which the Customer is responsible; in particular due to specifications of the customer, unavailability of the customer's equipment (e.g. customer's IT environment), failure of the Customer to cooperate, blocking of console or remote access caused by the Customer; software errors in customer applications or due to errors triggered by Customer applications or data;
  - 2.3.3 downtimes caused by third parties (persons not attributable to Turbit) or external disruptions (e.g. force majeure, unforeseeable hardware failures, power failures, disruptions in public data networks, strikes, natural events, etc.); and

- 2.3.4 downtimes due to maintenance work agreed with the Customer or other services as a result of which access to the SaaS Service is not possible, provided that a reasonable level is not exceeded.
- 2.4 Planned maintenance requiring interruption of the SaaS Service will be carried out, where possible and reasonable, on weekdays between 18:00 and 08:00 the next morning or between 18:00 on Friday and 8:00 on Monday excluding federal holidays in Germany and holidays in Berlin. Planned maintenance work will not exceed a period of 12 hours. Possible impairments of availability due to planned maintenance work will not be defined as downtime, provided that a reasonable level is not exceeded.
- 2.5 Urgent maintenance work (e.g., due to security vulnerabilities that pose an acute threat to data security; installation of urgently required security patches) can also be carried out outside the time between 20:00 and 08:00 the next morning. Possible impairments of availability due to urgent maintenance work are not defined as downtimes, as long as an appropriate level is not exceeded.
- 2.6 The Customer will be informed of maintenance work, insofar as this is possible and reasonable, at least 48 hours before the start of the maintenance work by Turbit. In case of acute urgency, immediate maintenance with subsequent information can also be carried out.

### 3 FAULT MESSAGE

- 3.1 The Customer is obliged to report impairments of the SaaS Solution as well as occurring errors to Turbit immediately with a precise description of the Fault as well as the corresponding Fault Class. The Customer can report Faults and service requests via the following channels during the Agreed Operating Hours:

3.1.1 Via his web account at:  
<https://turbitsystems.atlassian.net/servicedesk/customer/portals>

3.1.2 By email to: support@turbit.de

3.1.3 By phone: +49 30 5557 2929 0 ("**Hotline**")

If the report is made verbally via the Hotline, the report must be repeated by e-mail on the next working day at the latest.

- 3.2 Support language is German or English.

### 4 FAULT CLASSES

- 4.1 The following Fault categories ("**Fault Classes**") apply. The decisive factor for the assignment of a Fault to a Fault Class is the presence of identical or comparable characteristics as in the relevant description. The Fault Class shall be identified by the Customer in the Fault Message but shall be finally determined by Turbit.
- 4.2 After receipt of a proper Fault Message, Turbit shall initiate measures to remedy the Fault. Turbit shall inform the Customer about the initiation of the Fault rectification.

- 4.3 **“Response Times”** refer to the period between the receipt of a proper Fault Message from the Customer by Turbit and the receipt of the information by Turbit about the initiation of Fault rectification by the Customer. Response Times shall run exclusively during the Agreed Operating Times. If a Fault report is received outside the Agreed Operating Times, the Response Time shall begin at the start of the next Agreed Operating Times. The reaction does not necessarily represent the elimination of the malfunction or the answer to the inquiry but can contain the reference to the start of a further analysis or research and/or instructions on how the Customer can eliminate the reported malfunction himself or circumvent it in such a way that the Customer is able to use it in accordance with the Agreement. The additional work may extend beyond the specified Response Times.

<b>Fault Class</b>	<b>Description</b>	<b>Response Time</b>
A	Using the SaaS Solution is not possible or only possible with considerable restrictions. An adequate workaround is not possible. <i>Example: Server cannot be reached</i>	4 hours
B	Using the SaaS Solution is not possible or only possible with considerable restrictions. An appropriate workaround based on instructions by Turbit is possible. <i>Example: Input cannot be forwarded in the system.</i>	8 hours
C	Due to a malfunction or an unavailable function, non-critical interruptions occur in the operation of the SaaS Solution. Core functionality is ensured, but there is a significant error in a submodule that prevents or significantly restricts working with this module. An appropriate workaround is not possible. <i>Example: Details of the data processing cannot be displayed.</i>	4 workdays
D	Due to a malfunction or an unavailable function, non-critical interruptions occur in the operation of the SaaS Solution on the productive system. The core functionality is ensured, but there is a significant error in a submodule that prevents or significantly restricts working with this module. An appropriate workaround based on instructions by Turbit is possible. <i>Example: A processing operation requires two clicks for a one-click operation.</i>	10 Business Days or next release (depending on customer request).
E	All other malfunctions. <i>Example: Input error or graphic error</i>	Next release