Service Level Agreement

("**SLA**")

Please note: This English version of the SLA is a convenience translation only. In case of conflicts between the German and the English version, the German version shall prevail.

1. Preamble

1.1 With regard to the services provided by Nexis under the General Terms and Conditions for Nexis 4 - Software as a Service Solution ("**Nexis 4 Platform GTC**"), in particular the provision of the Nexis Platform, the availabilities and service levels agreed in the context of this SLA shall apply to measure and control the quality of the services.

1.2 Unless otherwise defined in this SLA, the definitions set out in the Nexis 4 Platform GTC shall continue to apply equally.

1.3 In the event of a conflict between the provisions in the Nexis 4 Platform GTC and the SLA, the provisions of this SLA shall take precedence. Provisions agreed individually in the Offer shall take precedence over both the SLA and the Nexis 4 Platform GTC.

2. Availability

2.1 Nexis shall provide the customer with access to the productive Nexis Platform via an internet connection at 98.0% per calendar month (the "**Availability**"). If the customer utilises Premium Support Services, the Availability is 99% per calendar month.

2.2 The percentage of actual uptime is calculated using the following formula:

$$\text{Actual uptime} = \frac{\text{Agreed uptime} - \text{Unplanned downtime}}{\text{Agreed uptime}} * 100$$

2.3 The agreed uptime is the total time of a calendar month, measured in minutes. The unplanned downtime is also specified in minutes.

2.4 The execution of planned, announced interruptions for maintenance work shall not be considered unplanned downtime and thus irrelevant for the calculation of the actual uptime, if and insofar as these are technically necessary and/or are carried out to ensure and/or maintain the security, availability and integrity of the Nexis Platform.

2.5 Nexis will endeavour to carry out this maintenance work outside regular working hours between 6:00 pm and 9:00 am Central European Time (CET/MEZ).

2.6 If the actual uptime falls short of the availability, the customer shall be entitled to a reduction in price proportional to the shortfall in availability.

2.7 The limitations of liability of Nexis set out in Section 14 of the Nexis 4 Platform GTC and any limitations of liability of Nexis set out in the Offer, in particular the exceptions thereto, shall apply equally to this SLA.

3. Service Level

3.1 The elimination of any restrictions in the functioning of the Nexis Platform ("**Errors**") is based on the service level described in this section 3.

3.2 Whether there is an Error in the Nexis 4 Platform is determined by the description of the functionality of the Nexis Platform in accordance with the service certificate. An Error exists in particular if the Nexis Platform does not fulfil the functions specified in the service certificate (*Leistungsschein*), aborts the run in an uncontrolled manner or does not work properly in any other way, so that use of the platform is not only insignificantly restricted or impossible.

3.3 An Error does not exist if the malfunction is due to improper use of the Nexis Platform, in particular a deviation from any instructions for use (user manual) or use in a hardware and software environment not intended for this purpose.

3.4 Nexis shall begin to rectify the Error using the means available within a reasonable period of time after receiving an error message from the customer. Nexis shall also endeavour to offer the customer a workaround solution.

3.5 With regard to the service levels offered by Nexis, a distinction is made between the following Error classes:

- **Class 1** (no work possible): It is not possible to use the Nexis Platform or essential parts of the platform; the platform is either not executable or arbitrarily interrupts its function.
- **Class 2** (work critical): The use of essential parts of the Nexis Platform is only possible to a very limited extent, the user is severely restricted in his work.
- **Class 3** (minor issue): The Nexis Platform can be used without significant restrictions, the work results are usable.

3.6 Customers can report restrictions in the use of the platform via the channels described in the Nexis 4 Platform GTC.

3.7 The categorisation of the reported Errors is generally agreed between Nexis and the customer. If no agreement can be reached, Nexis shall decide on the categorisation.

3.8 The response time is determined by the circumstances of the individual case, in particular the severity of the Error and is defined as the time required by Nexis to begin rectifying the Error. The time measurement applies only **within the agreed support hours (h)**. Unless there are special circumstances, the following Error classes and response times apply for Error rectification:

Error class	Standard Support Services	Premium Support Services
Class 1	▪ Response time: 8h ▪ Estimated time until fault rectification: 16h	▪ Response time: 6h ▪ Estimated time until fault rectification: 12 h
Class 2	▪ Response time: 16h ▪ Estimated time until fault rectification: 32h	▪ Response time: 12h ▪ Start of Estimated time until fault rectification: 24h
Class 3	▪ Response time: 18h ▪ Estimated time until Error correction: with the next planned update	▪ Response time: 16h ▪ Estimated time until fault rectification: 32h

3.9 If the estimated time to remedy the respective Error can cannot be met, Nexis shall inform the customer of this in good time, including the reasons for the delay and how long the reported issue is expected to continue.

3.10 If an Error is reported outside Nexis' business hours (Monday-Friday, except on public holidays at Nexis' Regensburg site, 9:00 am to 5:00 pm), it shall be deemed to have been reported at the beginning of the next business hours. If a deadline is calculated in days, the deadline ends at the end of the respective business hours of that day.

4. Updates

If Nexis changes and/or adapts the Nexis Platform as part of maintenance, support and regular further development by means of patches, updates (corresponds to the provision of a new minor version), upgrades (corresponds to the provision of a new major version) and new releases - as described in particular in Section 4.1 of the Nexis 4 Platform GTC - these shall generally be carried out at the intervals described below:

Type of Innovation	Update Intervals
Patches (releases for the prompt correction of class 1 - 3 Errors, characterised by the 4th digit of the version number, e.g. 1.0.0.X)	▪ Deployment by Nexis in the test environment (if ordered by the customer for a fee) shall be carried out within 5 business days after the release. The installation shall take place during a maintenance window defined by Nexis. An equivalent productive environment will only be available again after it has been updated. ▪ Deployment by Nexis in the production environment shall be carried out within 5 business days after deployment in the test environment. The installation shall take place during a maintenance window defined by Nexis.

Minor Update (releases for maintaining the existing range of functions, characterised by the 3rd digit of the version number, e.g. 1.0.X)	▪ Deployment by Nexis in the test environment (if ordered by the customer for a fee) shall be carried out within 5 business days after the release. The installation shall take place during a maintenance window defined by Nexis. An equivalent production environment will only be available again after it has been updated. ▪ Deployment by Nexis in the production environment shall be carried out within 10 business days after deployment in the test environment. The installation shall take place during a maintenance window defined by Nexis.
Major Update (releases with new and innovative functions, characterised by the 1st or 2nd digit of the version number, e.g. 1.X.0 or X.0.0)	▪ Deployment by Nexis in the test environment (if ordered by the customer for a fee) shall be carried out within 3 months after the release. The installation shall take place after approval by the customer, during a maintenance window defined by Nexis, and no later than 3 months after the release. An equivalent production environment will only be available again after it has been updated. ▪ Deployment by Nexis in the production environment shall be carried out within 3 months after deployment in the test environment. The installation shall take place after approval by the customer, during a maintenance window defined by Nexis, and no later than 6 months after the release.

5. Further services according to Premium Support

As part of the Premium Support Services agreed separately in accordance with the Offer, the customer receives the following additional services compared to the general support:

5.1 Backup service package: Nexis carries out a daily backup of the customer's data processed on the Nexis Platform and makes it available to the customer for download for a period of 48 hours after the backup has been created.

5.2 For each full year of Premium Support Services booked, Nexis shall provide the customer Professional Services (see Section 6 of the Nexis 4 Platform GTC) at the level of a junior consultant to the extent of 5 man-days. The quota of Professional Services provided under this section 5.2 must be claimed by the customer during the term of the Premium Support Services. Otherwise, it expires.

5.3 Individual updates to the Nexis Platform shall be suspended for a maximum period of 2 months at the customer's request and provided that this does not result in any unreasonable disadvantages or (security) risks for Nexis or the use of the platform.