

Appendix 1 – Service Level Agreement

For the operation and provision of the software Compass Strategy ensures the functionality of the software. In doing so, Compass Strategy has the aspiration to offer customers optimal support. For this purpose, the technical support services described below are provided to the customer free of charge in English and German. These include the maintenance and restoration of the complete operational readiness of the software, the closing of security gaps, the installation of any updates and upgrades and technical assistance to the customer in the form of support. The technical support services can be provided by telephone, e-mail and remote maintenance.

1. Subject

- 1.1. The subject of this Appendix 1 is the definition of performance parameters ("Service Levels") for measuring and controlling the quality of the provision and operation of Software components to be provided under the Main Agreement.
- 1.2. If provisions in the main contract contradict provisions in this Appendix 1 in whole or in part, the provision in this Appendix 1 shall take precedence.

2. Availability

- 2.1. Strategy Compass warrants availability of the Software in accordance with Section 2.4 of the Service and License terms.
- 2.2. The Software shall be available if it can be accessed within the agreed period of time in accordance with the agreed percentage availability rate.
- 2.3. The period from the occurrence of the non-availability of the Software within the agreed availability time until the termination of the non-availability is defined as unplanned downtime. In determining the availability or the availability rate, such downtimes shall not be taken into account for which Strategy Compass is not responsible, in particular impairments which are based on failures and/or malfunctions of technical systems and/or network components outside Strategy Compass' sphere of responsibility; in particular
 - Failures caused by incoming IT attacks. This does not apply if Strategy Compass is obliged to use virus protection programs and these were not state of the art at the time of the IT attack;
 - Failures caused by improper use of software or hardware on the part of the customer;
 - Failures caused by requirements of the software manufacturer (e.g. application of security patches);
 - Maintenance work agreed with the Customer or unforeseen required maintenance work for which Strategy Compass is not responsible.

3. Reaction and remediation periods

- 3.1. Any malfunctions of the Software, availability restrictions or availability failures occurring during the term of the Agreement shall be remedied by Strategy Compass on the basis of the following provisions.
- 3.2. The customer has to inform the support of Strategy Compass about occurring malfunctions by means of a comprehensible error description and the malfunction category according to the following classification:

- Category 1 (normal priority): Technical issues that do not or only insignificantly affect the use of the software. This includes in particular simple technical matters or the solution of typical user problems. The registration and solution of issues of this category is carried out by the customer with the help of an online help portal for users provided by Compass Strategy.
 - Category 2 (higher priority): Issues that impair the use of the software to such an extent that meaningful use of essential functions is not possible or is possible only with disproportionate effort. This includes issues caused by complex user problems and difficult technical matters. The resolution of issues in this category is carried out by Strategy Compass experts.
 - Category 3 (very high priority): Issues that cause a failure of the entire software or essential parts thereof, so that use of the same is completely or almost completely precluded. The impairment of the Customer's operations is so substantial that an immediate remedy is essential. Depending on the severity of the issue, Strategy Compass will provide a hotfix or a correction with the next update or eliminate the disruption with a future release, taking into account the interests of the Customer.
- 3.3. Notification shall be made via the Online Support provided by Strategy Compass, which can be reached during support hours (Monday to Friday 9 a.m. to 4 p.m. CET, except German public holidays) via support@strategy-compass.com. The response will be provided within 24 hours after receipt of the complete notification.