Service Level Agreement

Preamble

Crowdfox and the Customer conclude a contract for SaaS services and have agreed that this Service Level Agreement (SLA) shall become part of the main contract as an appendix to the main contract. Rights and obligations are only derived from this contract if the Customer has concluded the main contract with Crowdfox. This agreement does not apply to services other than SaaS services.

I. Definitions

- "Service" means the software to be provided in the agreed scope.
- "Service Provision Time" is the total time during which the software is to be available in accordance with this SLA.
- "Availability" is the actual time in which the customer can execute and use the essential functions of the Service at the "delivery point" (service level).
- "Delivery Points" are the Internet Exchange Points of the data centers.
- "Downtime" refers to the time during which the essential functions of the Service are not available. Downtime does not include "Non-attributable Downtime".
- „Non-attributable Downtime" means:
  - Downtime due to maintenance work,
  - Downtime due to operational disruptions caused by a force majeure event or other unavoidable events beyond Crowdfox's control, which could not be averted with reasonable effort and were not foreseeable even with due diligence, which make Crowdfox's obligations under this SLA significantly more difficult or impossible in whole or in part, such as strikes, lockouts, exceptional weather conditions, power outages, operational or traffic disruptions and transportation disruptions,
  - Downtime due to virus or hacker attacks, even though Crowdfox has taken reasonable protective measures,
  - Downtime due to a malfunction caused by the customer,
  - Downtime due to software errors in customer applications or due to errors in the System- and system-related software caused by customer applications or customer data,
  - Downtime caused by third parties (persons not attributable to Crowdfox).
- "Response Time" is the period in which Crowdfox begins to process a Disruption reported by the customer.
- "Disruption" refers to impairments to the Service, such as Downtime, errors or quality reduction.
- "Maintenance Work" means all maintenance activities that are required to operate the Service, eliminate Disruptions, back up data and/or carry out activities to improve, expand or renew functionalities and to ensure that the Service can be used,
- "Incident Management" includes all activities between the Customer and Crowdfox in connection with the notification and management of incidents until they are resolved.
- "Incident" is a Disruption of the software that cannot be rectified by the customer.

II. General Terms

This SLA applies exclusively to customers who have been provided with the system for productive use. Non-production systems, free versions, test versions and test systems with unreleased functions are not covered by the SLA. All Crowdfox obligations under this SLA

apply only to services provided to the customer at the Delivery Points. Crowdfox is not responsible for data transmission from the Delivery Points to the customer or in the customer's IT system.

III. Service Provision Time and Availability

The Service Provision Time is 365 days/contract year, 24 hours/day.

Crowdfox owes an availability of 99 percent per contract year at the Delivery Point.

The Availability is calculated as a percentage value using the following formula:

$$\text{Availability} = \frac{\text{Service Provision Time (h)} - \text{Downtime (h)}}{\text{Service Provision Time (h)}} x100$$

IV. Service Credits

1. Calculation of the Service Credits

If Crowdfox is responsible for non-compliance with the agreed Availability, the customer may claim service credits in the amount described below:

Verfügbarkeit	Service Credits
0,1% - 1.99% below the agreed Availability	1% of the regular remuneration for the relevant contract year
2% - 4% below the agreed Availability	2% of the regular remuneration for the relevant contract year
>4% below the agreed Availability	0.5% of the regular remuneration for the relevant contract year in question for each additional percentage point (1.0%) of reduced availability. Maximum, however, 5%

2. Claiming of the Service Credits

In order to claim Service Credits, the customer must claim the Service Credits from Crowdfox in writing or text form within thirty (30) working days of the end of the contract year in which the Availability was not met. Otherwise the entitlement to the Service Credits shall lapse.

3. Use of the Service Credits

Service Credits claimed can be credited towards consulting and development services (e.g. change requests) for a period of 12 months after the end of the contract year in which the Availability was not met. The use of Service Credits in the form of a payout is excluded.

4. Set-off

Any Service Credits claimed shall first be offset against any claims for damages or reductions.

V. Incident Management

1. Incident Management Process

a. Incident Report

The Customer must notify Crowdfox immediately of any Incidents by email to support@crowdfox.com. In order to avoid delays in dealing with the Incident, the Customer must provide the following information with the report:

- A detailed description of the Incident to enable the Incident to be reproduced,
- Date and time of occurrence of the Incident,
- Categorization of the Incident according to Incident Class,
- Which troubleshooting measures have already been carried out by the Customer and what behavior has been shown as a result of the Customer's troubleshooting measures and
- The operating system, operating system version, browser and browser version.

b. Confirmation

Crowdfox will send the Customer a confirmation of receipt of the report.

c. Processing of the Incident and feedback

As soon as the Customer has provided Crowdfox with all the necessary information, the rectification process begins. Crowdfox will then provide the Customer with initial feedback within the agreed Response Time and according to the respective Incident Class. As soon as the Incident has been rectified, Crowdfox will inform the Customer.

2. Times

Period during which Incident reports are received and processed.	Monday - Friday (excluding public holidays) 08:00 - 17:00 (CET).
Response time	Incident class 1: 2 hours Incident class 2: 8 hours Incident class 3: 16 hours
Solution time	Depends on the individual Incident.

3. Incident class

Crowdfox will assign Incidents to one of the following fault classes at its own discretion:

Incident class	Description
1	Meaningful use of the software is not possible; it is therefore largely economically worthless for the Customer; in detail, this means, for example.
2	It is possible to use the software in daily operations, but only if additional, not insignificant, e.g. manual, technical or organizational measures are taken.
3	The software does not work or does not work properly, which leads to a non-significant impairment of the usability of the software.

VI.   Maintenance Work

Crowdfox is entitled to interrupt the Service for Maintenance Work. Crowdfox will plan Maintenance Work in such a way that the Customer's use of the Service is affected as little as possible. Scheduled Maintenance Work will be communicated by Crowdfox at least 7 working days in advance. Unplanned Maintenance Work will be communicated immediately. If the Service is available for use during Maintenance Work, use of the Service is at the Customer's own risk, provided Crowdfox has given notice of the Maintenance Work. The Service may be restricted in terms of functionality or performance during Maintenance Work and/or be switched off or restarted without prior notice. If the Service is made available during Maintenance Work and the functionality of the Service is restricted or availability is limited, the Customer shall have no claim to warranty or compensation. Crowdfox is also entitled to carry out unscheduled Maintenance Work for good cause, e.g. if service operation is jeopardized. This includes in particular emergency changes, e.g. the installation of security patches, which are necessary to secure and maintain operation and require immediate implementation. The Customer must be notified immediately of this unscheduled Maintenance Work and it must be carried out in such a way that disruptions to operations are kept to a minimum.

VII.   Others

In all other respects, the provisions of the main contract shall apply.