

Service Level Agreement (SLA)

This SLA regulates the availability and fault handling in the provision of the IT-Matchmaker®.

§1 Service hours

The service hours are Monday to Friday between 8:30 and 16:30 o'clock, (local time Berlin), except for legal or company-wide holidays at the headquarters of TROVARIT as well as the 24th and 31st December of a year.

§2 Availability

Trovarit AG guarantees an availability of the IT-Matchmaker® software (including access to the data stored by the customer) at the output of the data processing center commissioned by Trovarit AG of 99% on a calendar year average. Unavailability is assumed if the software is not available to the customer due to circumstances which are within the responsibility of Trovarit AG. Unavailability is not to be assumed if the software is not available due to

- incorrect operation or use by the customer contrary to the contract,
- planned and announced maintenance work,
- technical problems outside of the sphere of influence of Trovarit AG, especially disturbances of the internet, or
- force majeure.

Trovarit AG will carry out planned maintenance work outside of service hours if possible and will schedule it in time and inform the customer by e-mail so that it affects the customer as little as possible. The total duration of planned maintenance work must not exceed 10 hours per month.

Trovarit AG can temporarily restrict the access of the customer, if the security of the network operation, the maintenance of the network integrity, the avoidance of serious disturbances of the network, the software and/or the stored customer data require this. In such a decision, Trovarit AG will take into account the legitimate interests of the customer, inform the customer immediately about the measures taken and will do everything reasonable to remove the access restriction as soon as possible.

§3 Troubleshooting

3.1. Communication

All communication in the case of fault reporting and processing is carried out between an administrator or his deputy (as single point of contact on the customer side) to be appointed by the customer and the support team of Trovarit AG, reachable via the service email support@trovarit.com.

3.2. Service Level

Trovarit AG assigns a service level to each reported fault. This is defined by the severity and urgency of the respective effects. An individual and non-automated reaction to a malfunction report is carried out within the service time.

Fault class	Target time to resolution after reaction	Description
1	8 hours (during service times)	Total failure, non-availability
2	2 TROVARIT business days	Failure of sub-functions, e.g. documents cannot be uploaded
3	1 business week	Limited usability, e.g. master data cannot be maintained
4	By announcement	Slightly limited usability, e.g. pages are loading slowly

If the customer reports a fault outside of the service hours, the measurement of the reaction and elimination times begins with the start of the service time of the next working day. If the fault report is made by the customer within the service times, any remaining reaction or solution time that has not yet expired at the end of the service time of this day will continue to run from the beginning of the service time of the next working day.

Malfunctions may only be reported to Trovarit AG by the authorized contact person of the customer (admin or his deputy), who acts as the single point of contact for Trovarit AG. The customer's contact person must be qualified and familiar with the software.

The parties shall assign properly reported malfunctions to one of the described malfunction classes by mutual agreement. In case the parties cannot agree on a fault class, the binding classification will be made by Trovarit AG with due consideration of the customer's interests.

The aimed solution times do not start before the customer has reported the disturbance (see below) in a proper and complete way and has handed over all necessary and useful documents, information and data to Trovarit AG, which are related to the disturbance and which enable Trovarit AG to analyse and reproduce the reported disturbance. Periods in which Trovarit AG is prevented from providing support services for reasons beyond its own responsibility and/or in which Trovarit AG is waiting for the customer to provide necessary cooperation (see below) or to make necessary decisions, are not considered in the calculation of the desired solution times.

3.3. Complete fault message

A fault message must be complete. In the following, the required information is listed, which must be transmitted if available and relevant.

In the subject of the e-mail:

- Suggested fault class
- Customer name and location
- Keywords characterising the fault

The text of the e-mail is expected to contain a short, concise description of the fault with the following details:

- A screenshot with the complete screen content. Important points should be highlighted.
- Exact time of occurrence of the fault or in case of multiple or continuous occurrence
 - first occurrence of the fault or

- frequency of the fault
- fault sequence
- step by step description
- expected (normal) behaviour
- Examples with relevant identifications, e.g. user ID, order number etc.

3.4. Obligation to cooperate

In order to minimize the effects of disturbances, the customer has the following obligations:

- The customer shall draw up and maintain emergency plans for various malfunction scenarios.
- The customer maintains master data and configurations. He ensures that they are always complete and correct and do not contain any logical inconsistencies.
- The customer ensures that all entries in the applications are complete and correct and do not contain any logical inconsistencies.
- The customer shall report any faults that occur immediately to the service e-mail address.
- The customer supports Trovarit AG in troubleshooting and analysing the malfunction within the scope of what is reasonable.

Aachen, 19th February 2020

The management board of Trovarit AG