



## Service Level Agreement

Delaware Law, Oct 2025

### § 1 Scope

The following Service Level Agreements ("SLA") govern the Provider's performance obligations with regard to the availability of the technical services underlying the instantiated product provided as Software as a Service ("SaaS") in accordance with the General SaaS Terms and Conditions ("GTC")

### § 2 Availability

1. The Provider guarantees an annual average availability of 99%.
  - a. Availability is calculated as follows:  
Downtimes due to planned maintenance work or unavailability announced by the Provider are not included in the calculation of availability
  - b. Downtimes due to force majeure or circumstances not attributable to the instantiated product provided are excluded from the calculation of availability
  - c. The burden of proof for downtimes caused by force majeure lies with the Provider.

### § 3 Recovery times

1. Partial service outage
  - a. A partial service outage occurs when individual technical services of the instantiated product provided are not available, but not all technical services are affected by the outage.
  - b. Recovery time: The Provider shall endeavor to restore the impaired function within one (1) working day of receipt of the fault report.



2. Total failure (entire hardware)
  - a. A total failure occurs when the entire hardware infrastructure fails (e.g. due to a hardware defect, fire, flood, etc.), so that all underlying technical services are unavailable and the instantiated product provided is therefore also unavailable..
  - b. Recovery time: Because extensive repairs, replacement hardware purchases, or restoration from backups may be necessary in this case, the restoration of all required technical services and the availability of the instantiated product provided [TH1] may take several days. The Provider will inform the Customer as soon as such an incident becomes known, providing an estimate of the time required and the progress of the restoration.

#### **§ 4 Reporting**

1. The Provider shall provide the Customer on request with reports on availability in the current contract year.
2. The reports shall be made available to the Customer in electronic form.
3. The Customer is obliged to check the reports and inform the Provider of any discrepancies or irregularities within fourteen (14) days.
4. The reports shall serve as the basis for a review of the SLAs and may be used as evidence of service fulfillment.
5. The confidentiality of the reports and the information contained therein is guaranteed in accordance with the provisions of the GTC and the data protection agreement.