Bosch Mobility Platform & Solutions LLC

Data Feed SLA

July 1, 2023

This Data Feed SLA, as referenced in Section 4.5 of the L.OS Integration Service Terms, sets forth the applicable service levels for the delivery of Integrated Service Data by L.OS Solution Provider. Capitalized terms used but not defined in this Data Feed SLA shall have the meaning given to them in the L.OS Platform Terms of Use and the L.OS Integration Service Terms.

1. General Provisions

1.1. This Data Feed SLA governs the Availability of the Data Feed and certain related aspects thereof.

1.2. The terms and conditions of this Data Feed SLA only apply to a valid Integration Service Subscription. It only applies to the Data Feed made available for commercial use by L.OS Solution Provider. It does not apply to any non-commercial beta or trial versions of the Data Feed.

1.3. All obligations of L.OS Solution Provider in this Data Feed SLA apply only to Integrated Service Data and the Data Feed as made available to Platform Operator at the Handover Point.

2. Availability

2.1. During the System Runtime, L.OS Solution Provider shall provide the Data Feed at the Handover Point with an Availability of 99 % per month. The System Runtime is 24 hours per day every day of the year.

2.2. L.OS Solution Provider is not required to make the Data Feed available for use during scheduled Maintenance Work according to Section 5. If, however, the Data Feed is available during scheduled Maintenance Work according to Section 5, the use of the Data Feed is at Platform Operator's own risk. Platform Operator acknowledges and agrees that during scheduled Maintenance Work the functionalities or performance of the Data Feed might be impaired or otherwise limited and that the Data Feed might need to be suspended or restarted by L.OS Solution Provider without notice. In such cases, Platform Operator has no right to any compensation.

2.3. The Availability of the Data Feed is calculated according to the following formula as the percentage proportion of time in the course of a calendar month during the System Runtime:

$$\text{Availability in percent} = \frac{\text{System Runtime (d/min)} - \text{Downtime (d/min)}}{\text{System Runtime (d/min)}} \; x \; 100$$

2.4. When calculating the Availability, Downtimes of the Data Feed for which L.OS Solution Provider is not responsible will not be taken into account and for the purposes of calculating Availability, the Data Feed shall be deemed to have been available during these times. These Downtimes include the following:

   a) Downtimes due to scheduled or unscheduled Maintenance Work as defined in Section 5;

   b) Downtimes due to Maintenance Work agreed with Platform Operator in advance;

   c) Downtimes due to virus or hacker attacks, unless L.OS Solution Provider has not taken the reasonable protective measures;

   d) Downtimes caused by Platform Operator;

   e) Downtimes due to malfunctions in Platform Operator's IT-systems and applications;

   f) Downtimes caused by third parties except L.OS Solution Provider's subcontractors.

2.5. Platform Operator shall report any impairment of the Availability of the Data Feed to L.OS Solution Provider without undue delay and in accordance with Section 4.

3. Support

3.1. Support operating times

	First level support	Second level support
Days	Monday − Sunday	Monday − Friday*
Operating hours	24 h	09:00 − 17:30

Language	English, German	English, German

<center>* excluding national bank holidays in Germany</center>

3.2. Support comprises of

    a) first level support for receiving Incident reports from Platform Operator by means of telephone calls or e-mails, prioritizing Incident reports according to the urgency of the Incident as well as analyzing and isolating the Incident; and

    b) second level support for providing qualified responses on reported Incidents to Platform Operator and remediation of Incidents.

3.3. Incidents reported by e-mail/telephone will be processed by L.OS Solution Provider's first level support within 24 hours after receipt. Response Times listed in Section 4.2 below do not apply to Incidents reported by e-mail except for Incidents classified as Priority 1 (Blocker) or 2 (Critical), provided, however, that the applicable Response Times shall be extended by additional 10 hours.

3.4. All times are based on the Eastern Standard Time (EST) or (EDT) as applicable, in the United States.

4. Incident Management

4.1. Incident Management comprises of all the activities between Platform Operator and L.OS Solution Provider associated with the reporting and management of Incidents until resolution.

4.2. Incident Priority

    a) All Incidents shall be assigned an Incident Priority which will determine the Response Time.

Incident Priority	Description	Response Time
1 - Blocker	There is an Incident Priority 1 if the Data Feed or major parts thereof are unavailable or severely restricted and as a result productive use of the Data Feed is impossible.	2 h
2 - Critical	There is an Incident Priority 2 if, although the Data Feed is available, the use of the Data Feed is subject to material restrictions, e.g. due to malfunctions or excessive response times and as a result productive use of the Data Feed is materially impaired.	8 h
3 - Major	There is an Incident Priority 3 if individual functionalities of the Data Feed are impaired but productive use of the Data Feed as a whole is still possible without significant restrictions. e.g. in case of unfavourably defined basic settings or impairment of "nice-to-have" functions.	16 h
4 - Minor	There is an Incident Priority 4 if there is no limitation of the use of the Data Feed functionalities; e.g. minor flaws, questions or requests for improvement reported by Platform Operator.	24 h

    b) Platform Operator shall, in its sole discretion, prioritize Incidents taking into account the definitions included in the table above.

4.3. Process

    a) Platform Operator shall report all Incidents to L.OS Solution Provider immediately after becoming aware thereof.

    b) To the extent such information is available, Platform Operator will include in its Incident Reporting the following information:

- Description of the Incident;
- Functionality of the Data Feed affected;
- Affected IT-environment of Platform Operator;
- Date and time when the Incident occurred;
- Incident Priority;

- The action(s) which Platform Operator has taken to remedy the Incident and any results from the action to remedy the Incident.

c) Upon receipt of an Incident report, L.OS Solution Provider shall start the resolution process without undue delay and qualified feedback to Platform Operator must be given within the Response Times in relation to the Incident Priority according to Section 4.2. Service Provider's qualified feedback will include:

- Preliminary analysis of the Incident's circumstances;

- Preliminary assessment of the Incident's impact on the Data Feed; and

- Estimated remediation timeframe.

d) L.OS Solution Provider must notify Platform Operator upon closure of an Incident.

e) Incident processing shall be performed during the support operating times as defined in Section 3.1.

f) L.OS Solution Provider must provide Platform Operator with an interface for creating Incident tickets in L.OS Solution Provider's ticketing system. L.OS Solution Provider shall give Platform Operator at least three months' advance notice of a change to the ticketing system and/or a change to the interfaces. The ticket language for all tickets is English or German.

5. Maintenance Work

5.1. L.OS Solution Provider may interrupt the provision of the Data Feed for Maintenance Work.

5.2. L.OS Solution Provider shall plan Maintenance Work to minimize the interruption of the Data Feed, so that the use of the Data Feed by Platform Operator is impacted as little as possible.

5.3. Platform Operator must be given 30 calendar days advance notice of Maintenance Work.

5.4. In addition, L.OS Solution Provider may, in its sole discretion, conduct unscheduled Maintenance Work on the Data Feed for important reasons, e.g. if the delivery of the Data Feed is jeopardized. This includes, but is not limited to emergency work, e.g. the implementation of security patches, which are necessary for securing and maintaining delivery of the Data Feed and require immediate implementation. L.OS Solution Provider will notify Platform Operator of any unscheduled Maintenance Work without undue delay. The unscheduled Maintenance Work will be carried out in such a way as to minimize impact on the Availability of the Data Feed as far as possible.

6. Service Level Reviews and Reporting

6.1. The Availability of the Data Feed and the other service levels agreed in this Data Feed SLA shall be subject to a regular review. The aim of this review is to discuss any possible deviations and, if applicable, to specify appropriate measures. The persons participating in the review shall be determined by the respective Party.

6.2. L.OS Solution Provider shall provide Platform Operator with the following information in a monthly report:

a) Availability of the Data Feed;

b) Maintenance Work conducted;

c) Number of Incidents and their status broken down by Incident Priority;

6.3. L.OS Solution Provider must send the report to Platform Operator in electronic form by email.

6.4. The monthly report does not need to encompass non-commercial and/or try-out versions of the Data Feed or integration and test systems.

6.5. L.OS Solution Provider shall provide Platform Operator with a REST API endpoint, which returns the health status of the Data Feed. The REST endpoint returns a JSON document. The following status is required:

a) *200: everything ok*;

b) *500: service problem*;

In addition, the reason of the failure should be delivered with a description field. The description field should orientate itself by the following structure:

{

    status: 200,

    description: „ok"

}

The endpoint needs to be secured with Basic Auth. L.OS Solution Provider shall provide Platform Operator with the necessary access credentials.

Bosch Mobility Platform & Solutions LLC