

Integration Service SLA

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This Integration Service SLA, as referenced in Section 7 of the L.OS Integration Service Terms, sets forth the applicable service levels for the Integration Service. Capitalized terms used but not defined in this Integration Service 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 Integration Service SLA governs the agreed Availability and certain related aspects of the Integration Service.
- 1.2. The terms and conditions of this Integration Service SLA only apply to a valid Integrated Service Subscription. It only applies to a Integration Service made available for commercial use by Platform Operator. It does not apply to a Integration Service made available as a Trial Service.
- 1.3. Platform Operator's obligations under this Integration Service SLA only apply to the Integration Service as made available to L.OS Solution Provider at the Handover Point. Platform Operator is not responsible for data transmission from the Handover Point to the L.OS Solution Provider and for L.OS Solution Provider's IT systems.

2. Availability

- 2.1. During the System Runtime Platform Operator shall provide the Integration Service 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. Platform Operator is not required to make the Integration Service available for use during scheduled Maintenance Work according to Section 5. If, however, the Integration Service is available during scheduled Maintenance Work according to Section 5, the use of the Integration Service is at L.OS Solution Provider's own risk. L.OS Solution Provider acknowledges and agrees that during scheduled Maintenance Work the functionalities or performance of the Integration Service might be impaired or otherwise limited and that the Integration Service might need to be suspended or restarted by Platform Operator without notice. In such cases, L.OS Solution Provider has no right to any compensation.
- 2.3. The Availability of the Integration Service is calculated according to the following formula as the percentage proportion of time in the course of a month during the System Runtime:

$$\text{Availability in percent} = \frac{\text{System Runtime (minutes)} - \text{Downtime (minutes)}}{\text{System Runtime (minutes)}} \times 100$$

- 2.4. When calculating the Availability, Downtimes for which Platform Operator is not responsible, will not be taken into account and for the purposes of calculating Availability, the Integration Service shall be deemed to have been available during these times. Such Downtimes include the following:
 - a) Downtimes due to scheduled or unscheduled Maintenance Work as defined Section 5;
 - b) Downtimes due to Maintenance Work agreed with L.OS Solution Provider in advance;
 - c) Downtimes due to virus or hacker attacks, unless the Platform Operator has not taken reasonable protective measures;
 - d) Downtimes caused by L.OS Solution Provider;
 - e) Downtimes due to malfunctions in L.OS Solution Provider's IT-systems and applications;
 - f) Downtimes caused by third parties except Platform Operator's subcontractors.
- 2.5. L.OS Solution Provider must report any impairment of the Availability of the Integration Service to Platform Operator without undue delay and in accordance with Section 4. L.OS Solution Provider shall nominate two representatives as Key Users and only such Key Users are permitted to report Incidents to Platform Operator.

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

* excluding national bank holidays in Germany

3.2. Support comprises of

- a) First Level Support as set forth in the L.OS Platform ToU; and
- b) second level support by providing qualified responses on reported Incidents to L.OS Solution Provider and remediation of Incidents.

3.3. Incidents reported by e-mail/telephone will be processed by Platform Operator’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 Central European Time (CET) or Central European Summer Time (CEST), as applicable, in Germany.

4. Incident Management

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

4.2. Incident Priority

- a) Platform Operator will assign an Incident Priority to all Incidents. Such Incident Priority determines the target Response Time.

Incident Priority	Description	Response Time
1 - Blocker	There is an Incident Priority 1 if the Integration Service or major parts thereof are unavailable or severely restricted and as a result productive use of the Integration Service is impossible.	24 h
2 - Critical	There is an Incident Priority 2 if, although the Integration Service is available, the use of the Integration Service is subject to material restrictions, e.g. due to malfunctions or excessive response times and as a result productive use of the Integration Service is materially impaired.	36 h
3 - Major	There is an Incident Priority 3 if individual functionalities of the Integration Service are impaired but productive use of the Integration Service 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.	60 h
4 - Minor	There is an Incident Priority 4 if there is no limitation of the use of the Integration Service functionalities; e.g. minor flaws, questions or requests for improvement reported by L.OS Solution Provider.	84 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) L.OS Solution Provider shall report all Incidents to Platform Operator immediately after becoming aware thereof.
- b) All Incidents must be reported to Platform Operator by L.OS Solution Provider's Key Users via Platform Operator's First Level Support contact channels described in the L.OS Platform ToU.
- c) L.OS Solution Provider must include in its Incident reporting the following information:
 - Service name;
 - Detailed description of the Incident;
 - Affected Integration Service functionality;
 - L.OS Solution Provider IT-systems/environment;
 - Date and time when the Incident occurred;
 - Requested Incident Priority;
 - The action(s) which L.OS Solution Provider has taken to remedy the Incident and any results thereof.
- d) Once L.OS Solution Provider has provided all the required information, the resolution process can start and Platform Operator's second level support will provide a qualified response to L.OS Solution Provider within the relevant Response Times as set forth in Section 4.2. Platform Operator's qualified response will include:
 - Preliminary analysis of the Incident's circumstances;
 - Preliminary assessment of the Incident's impact on the Integration Service; and
 - Estimated remediation timeframe.
- e) Platform Operator shall notify L.OS Solution Provider upon closure of an Incident.
- f) Second level support is only available during the second level support operating hours as defined in Section 3.1. When calculating actual Response Times any time elapsed outside those operating hours will be disregarded.
- g) Platform Operator may provide L.OS Solution Provider with an interface for creating Incident tickets in Platform Operator's ticketing system. Platform Operator reserves the right to amend the ticketing system in its sole discretion. Any use of the ticketing system by third parties is prohibited. The ticket language for all tickets is English.

5. Maintenance Work

- 5.1. Platform Operator may interrupt the provision of the Integration Service for Maintenance Work.
- 5.2. Platform Operator shall plan Maintenance Work to minimize the interruption of the Integration Service, so that the use of the Integration Service by the L.OS Solution Provider is impacted as little as possible.
- 5.3. Platform Operator shall announce Maintenance Work ten calendar days in advance.
- 5.4. In addition, Platform Operator may, in its sole discretion, conduct unscheduled Maintenance Work on the Integration Service for important reasons, e.g. if Integration Service operation 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 operations of the Integration Service and require immediate implementation. Platform Operator will notify L.OS Solution Provider 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 Integration Service as far as possible.

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