

The German version of the noris network SLA's is legally binding and shall always prevail in case of any discrepancy or inconsistency between the German version and it's English translation.

Service Level Agreement

of

noris network AG
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hereafter also referred to as "noris"

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1 Preamble

noris provides, within the framework of specific individual contracts, various IT services as outlined in the order description and in line with the general terms and conditions. This Service Level Agreement of noris contains the definition of the performance standards for the quality of the services offered by noris (products, solutions and services). In order to give a clear, unique definition of the Service Level Agreement, the availability of services, the time periods for operation, administration, response and restoration, as well as the troubleshooting processes (incident management) are unambiguously elucidated in this document.

The Service Level Agreement, together with the order confirmation and the general terms and conditions, is a key component of the contract between the customer and noris. Insofar as not otherwise agreed, the current version of this agreement valid at the time a contract, or portion of a contract, is concluded shall apply to existing and future contract relationships between noris and the customer.

2 Definitions

2.1 Service

A service describes a delimitable, coherent service to be provided by noris.

2.2 Operating time

The operating time is 24 hours a day, 7 days a week.

2.3 Administrative hours

Administrative hours are Monday through Friday (except on public holidays and every year on Dec. 24 and Dec. 31) from 8:00 a.m. to 6:00 p.m.

2.4 Incident

An incident is a partial or complete disruption of a service or a degradation of quality that affects the operation of a provided service. Every incident is handled within the scope of the Incident Management Process.

Incidents can be reported by e-mail or phone by the customer or in an automated manner by the monitoring process. Every incident is assigned a unique ticket number in the ticketing system. Once a ticket is opened, the respective incident will be deemed registered. This ticket remains open during the entire duration of the incident to document the flow of all measures that are taken.

A Priority is assigned to the incident reported by the customer within the scope of the classification process.

Incidents are mutually classified by the parties as (i) incidents impeding operations, (ii) incidents impairing operations with high urgency, (iii) incidents impairing operations with low urgency, or (iv) non-substantial incidents. If the parties fail to reach an agreement immediately, the customer will decide on the

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classification at its equitable discretion. If noris takes the view that the classification assigned by the customer was faulty, noris will be entitled to initiate the escalation procedure after the incident has been eliminated. If, in the context of the escalation procedure, the classification assigned by the customer proves to be incorrect, noris will be entitled to invoice the customer separately for additional costs incurred due to the incorrect classification.

In the event of services that are not designed with full redundancy, it is assumed that such services are not critical and the failure of such services is handled with less urgency.

The Priority is classified using the matrix described below:

Priority	Urgency	Impact
1*	high	impeding operations
2*	high	impairing operations
3	low	impairing operations
4	low	not significant

* The selection of Priority 1 or 2 by the customer requires that the incident be reported by phone

2.4.1 Priority 1

A Priority 1 incident exists when (i) the use of noris' contractual services is impossible or severely restricted, for example, due to failures, malfunctions, incorrect work results or response times, and (ii) this incident cannot be avoided even by taking reasonable technical and / or organizational tools (workaround).

2.4.2 Priority 2

A Priority 2 incident exists when the use of noris' contractual services is actually not impossible or severely restricted, for example, due to failures, malfunctions, incorrect work results or response times, but the usage restriction(s) is / are not insignificant and can be avoided by taking reasonable technical and / or organizational measures (workarounds) in the event of an incident that has been attributed high urgency.

2.4.3 Priority 3

A Priority 3 incident corresponds to a Priority 2 incident with the difference that the incident has low urgency.

2.4.4 Priority 4

A Priority 4 incident exists when the use of noris' contractual services is not affected directly and / or not restricted significantly.

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2.5 Availability

The availability is calculated as follows:

$$\text{Availability in \%} = 100 - (\text{down time} * 100 / \text{reference time})$$

Calculation of the availability as a percentage is performed according to commercial fundamentals, rounding to two places after the decimal point.

The reference time is the calendar year. The availability is calculated from the time the service has been made available. In incomplete years, the period of time prior to or after productive operation will be included in the observation period for calculation of the availability.

2.6 Response time

The response time is defined as the time period from the point when an incident is initiated (including automatic opening) in noris' ticketing system and the subsequent performance of an initial, qualified measure by noris for analysis and elimination of the incident.

2.7 Restoration time

The restoration time is the period within the down time from when an incident is initiated (including automatic opening) up to elimination of the incident or provision of an appropriate workaround. The closure of an incident is subject to the following conditions:

- noris informs the customer about the successful elimination of the incident (also in an automated manner).
- The restoration is suspended from the point when noris notifies the customer of the elimination of the incident.
- If the elimination of the incident is confirmed by the customer, the incident will be deemed closed.
- If, within 14 days after noris has notified the customer of the elimination of the incident, the customer declares that the incident - contrary to noris' notification - has not been eliminated from the customer's point of view, the restoration time shall continue from the date of receipt of the customer's declaration.
- If, within a period of 14 days after noris has notified the customer of the elimination of the incident, the customer neither confirms the elimination of the incident nor declares that the incident has not been eliminated, the incident will be deemed eliminated by noris.

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2.8 Down time

Down time is the period of time outside of scheduled maintenance windows in which an SLA-relevant Priority 1 or 2 incident exists. It begins when the incident is reported and ends when the incident is eliminated or a workaround is provided.

In particular, the following incidents are not relevant to the Service Level Agreement:

- Incidents due to force majeure (in particular wars, strikes, natural disaster), sabotage and other similar events for which the contractor is not responsible
- Incidents for which noris is not directly responsible, in particular virus and hacker attacks, attacks on the network or mail infrastructure of noris, DDoS attacks, etc., when noris has fulfilled its contractual obligations for protection of the systems, or when the customer is responsible for the failure (e.g., failure to uphold its cooperation obligations)
- Incidents due to failure of portions of the Internet outside noris' realm of control
- Incident periods due to blocking of the console or remote access by the customer
- Incidents due to poor quality of the software that has been provided, assuming that noris has exercised due diligence
- Incidents due to software errors in applications
- Incidents due to scheduled interruptions for maintenance work within the agreed maintenance windows (periods of scheduled unavailability)
- Erroneously reported incidents that are communicated to the customer as a result of errors in internal or external monitoring services
- Incidents that are reported due to failure of an upstream service which entails that actually undisturbed services are no longer accessible
- Incidents that were predominantly caused by the customer or a third party
- Incidents due to failure to uphold cooperation obligations by the customer or by third parties contracted by the customer
- Incidents for which the customer is responsible due to improper or insufficient maintenance/servicing of its own hardware or software
- Incidents due to faulty behavior of third-party components outside the realm of control of noris

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2.9 Maintenance window

noris is entitled to maintain, extend, update and patch the technical components at regular intervals, or to perform other work which is necessary to ensure a smooth and secure operation (maintenance window). Activities in the maintenance window will be announced in advance whenever possible. A regular maintenance window is open every Monday from 12 midnight to 5:00 a.m. During this time, service failures or restrictions may occur. noris is authorized, following previous notification, to shift the maintenance window to eliminate incidents or to head off imminent danger.

Even when the service can still be used during the maintenance window, the customer has no entitlement for claims associated with the use of the service during this period of time. If the performance is reduced during the maintenance window, the customer will not be entitled to claim liability for defects or compensation for damage.

2.9.1 Software updates and patches

Any updates and / or patches which are necessary for reasons of operational security on the services provided and operated by noris, such as operating system, middleware, databases, or applications, will typically all be installed independently by noris.

If the manufacturer does not, or can no longer, provide security updates and patches, noris can not ensure operational stability and security. The customer will be informed thereof in writing. The customer will then have to decide on the further course of action and communicate this decision to noris in writing or by e-mail via the customer's authorized representatives.

Unless otherwise agreed with the customer, regular security updates and patches will be implemented once per month during a designated maintenance window (patch day) within the scope of the standard change process. The patch day will take place on a Thursday between 12 midnight and 5:00 a.m and will be communicated to the customer at least one week in advance.

Urgent security updates can also be carried out in an unscheduled manner. Any service interruptions resulting therefrom are to be tolerated in so far as such unscheduled updates (i) allow to avert major damage and (ii) become necessary for reasons that are outside of noris' sphere of control. Unscheduled updates will be communicated to the customer in advance.

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3 Service level

3.1 Availability of infrastructure

The availability of the infrastructure depends on the three key factors of power supply, air conditioning and network access. In this regard, noris guarantees the following minimum levels:

- Power supply ≥ 99.999 % p. a.
- Air conditioning ≥ 99.999 % p. a. *
- Backbone ≥ 99.99 % p. a.
- Data link (redundant) ≥ 99.5 % p. a.
- Data link (non-redundant) ≥ 97 % p. a.

* The availability of air conditioning is considered to be provided when the ambient conditions with regard to temperature and relative humidity in the air supplied to the data centers are situated within the levels recommended for "Class A1 for Enterprise Servers and Storage Products" in the [2011 Thermal Guidelines for Data Processing Environments](#) of the ASHRAE Technical Committee.

3.2 Availability of services

The minimum availability noris guarantees for a service is specified in the respective availability category. This category is based on the Availability Environment Classification (AEC) of the Harvard Research Group (HRG). The assignment to an availability category can be identified by the suffix of the service item number. If a service does not contain a suffix, or if the suffix can not be identified, the service is assigned to the availability category HR (Highly Reliable). In the event that a service exhibits a minimum availability level that differs from the level indicated in the respective availability category, this will be noted explicitly in the specific performance description catalog.

Unless otherwise explicitly specified in the performance description, the following levels thus apply to a service:

Availability category	Availability	Suffix of the item number
No Redundancy (NR)	≥ 97.0 % p. a.	-NR
Highly Reliable (HR)	≥ 99.5 % p. a.	
High Availability (HA)	≥ 99.8 % p. a.	-HA
Fault Tolerant (FT)	≥ 99.9 % p. a.	-FT

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3.3 Response time

Specific service levels are defined on the response time for the handling of incidents. These are as follows:

Incident priority	1	2	3	4
Response time	≤ 30 minutes	≤ 60 minutes	≤ 2 hours*	≤ 8 hours*

* during administrative hours

3.4 Restoration time

3.4.1 Restoration time for services in the availability categories "NR" and "HR"

The following times are specified during administrative hours for restoration of an undisturbed operating status for services in the availability categories "NR" and "HR":

Incident priority	1	2	3	4
Restoration time	≤ 8 hours	≤ 16 hours	≤ 9 work days*	≤ 21 work days*

3.4.2 Restoration time for services in the availability categories "HA" and "FT"

The following times are specified during operating hours for restoration of an undisturbed operating status for services in the availability categories "HA" and "FT":

Incident priority	1	2	3	4
Restoration time	≤ 2 hours	≤ 4 hours	≤ 3 work days*	≤ 7 work days*

* Work days correspond to the administrative hours on Monday through Friday (except of public holidays and every year on Dec. 24 and Dec. 31) from 8:00 a.m. to 6:00 p.m.

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4 Violation of service levels

If noris culpably violates a promised service level in the event of incidents of Priority 1 or 2, the customer will be entitled to claim liquidated damages in the following amount:

- Availability: 5% of the monthly invoice charge for the concerned service for each 0.1% availability level less than the agreed level per annum in the month in which the level is not reached
- Response time: EUR 100.00 per incident
- Restoration time: EUR 500.00 per incident

Regardless of the amounts mentioned above, the maximum amount of the liquidated damages can not exceed 100% of the monthly fee for the service involved.

The right to claim compensation for further damage shall remain unaffected. noris reserves the right to prove that the customer has incurred no damage at all or to a lower extent than the contractual penalty.

5 Supplementary clause

In the event that individual provisions of this Service Level Agreement are or become invalid or unenforceable, either in part or in whole, this shall not affect the validity of the remaining provisions for the particular contract.