

I. I. Response and service level for incident resolution

§ 1 Definitions

- 1) Response time: This is the period of time from the receipt of the notification of the existence of a malfunction by the Supplier until the start of the measures including the first status report to the Customer.
- 2) Incident severities:

| Incident Severities | Description |
|---------------------------|--|
| 1-Critical | Operational disruption affecting the entire application or an essential part of it, causing interruption of business operations. Examples (non-exhaustive): <ul style="list-style-type: none">• Application outage• Data loss• Severe performance degradation• Loss of redundancy for a business-critical use case• Partial or complete failure of important interfaces• Partial or complete failure of important functionalities |
| 2 - Major | Operational disruption affecting part of the application, impairing business operations. Examples (non-exhaustive): <ul style="list-style-type: none">• Partial or complete failure of less critical interfaces• Partial or complete failure of less important functionalities• Performance loss with minor impact and limited duration |
| 3 - Minor | Operational disruption with minimal impact on business operations |
| 4 - Non Service Affecting | Operational disruption without any impact on business operations. This also includes service requests. |

3) "defect" - "technical fault

- a.) In the event of the occurrence of a "defect", the statutory regulations applicable to rectification shall apply. At the end of the rectification phase, the defect must be remedied or an alternative solution reasonably acceptable to the Customer must be available.
- b.) If a "technical" fault should have caused the disruption, the Supplier shall provide the services listed below in the table under § 2. The Supplier is obliged to support the Customer in remedying the "technical fault", but does not owe the success of the measures.

4) Working hours

The work shall be carried out during the Supplier's regular business hours from Monday to Friday from 09:00 - 17:00. The public holiday regulations of the federal state of Bavaria apply. The time zone Berlin applies.

If the time period for processing ends on a bank working day before the end of the response time, it shall begin on the next day.

§ 2 Response and resolution times

| Incident Severities | Response times | Resolution Time |
|---------------------------|----------------|---|
| 1-Critical | < 2 hours | Workaround within 2 working days (*) Final resolution within 2 weeks |
| 2 - Major | < 4 hours | Workaround within 4 working days (*) Final resolution within 4 weeks |
| 3 - Minor | < 2 days | Resolution in the next minor release |
| 4 - Non Service Affecting | < 5 days | Resolution in the next major release |

- 1) The legal consequence of non-compliance with the response times is only the right of the client to reduce the remuneration of the rental contract proportionately.
- 2) This SLA does not include any guarantee promises

(*) If other components outside the PreHCM SaaS Platform are involved (e.g. Integrated Customer systems etc.), the workaround times and resolution times will be determined individually in coordination with the customer.

II. availability

§ 3 Availability

Availability of the "product" *"PreHCM Cloud Services" and the content*

- 1) Supervised operating hours: Fault reports are processed within working hours. Within working hours (§1.4), an availability of services of 98 % applies. Only failures caused by critical faults are used to calculate availability.
- 2) The following applies outside of the supported operating time: The PreHCM Cloud Services can be used, but restrictions are possible here due to maintenance and data backups. Maintenance work may cover the entire period up to the supported operating time.
- 3) The following situations are not considered as lack of availability:
 - Work on the PreHCM Cloud Services at the request of the Customer that requires system downtime;
 - Failure of the PreHCM Cloud Services in the event of disasters, malware attacks, pandemics, acts of terrorism or other forms of force majeure;
 - non-fulfilment or breach of the Customers obligations to cooperate and provide;
 - Periods during which previously announced maintenance work is carried out as scheduled.
- 4) This SLA does not include any warranty promises.
- 5) The customer will be informed immediately of any unplanned downtime. Planned downtimes will be communicated with a notice period of 2 weeks.

§ 4 Measurement procedure

The availability is calculated for the past 365 days (limited to the supervised operating time). The data is collected by a monitoring service provider who checks the status page provided by the application and logs the result. The service is considered available when a successful login is possible.