



Service Level Agreement





Preamble

This Service Level Agreement (“**SLA**”) details the Service Levels that shall apply to the Service provided by the Provider to the Client under the Agreement and shall thus specify the agreed quality of the Services.

1. Definitions

Capitalized terms shall have the following meaning, whether used singular or in plural:

“Availability”	means the total time an end user shall be able to access the Service and use the elements thereof during the Service Time
“Client”	Client as described in the Offer
“Force Majeure Event”	an event of fire, flood, earthquake, explosion or other casualty, natural disaster, pandemic, accident or act of God, war or other violence, (distributed) denial of service attacks, interruptions in relation to internet connectivity in case such event was not caused by and not foreseeable to and in any case out of the affected Party's reasonable control;
“Incident”	an occurrence that results in the Service not functioning in accordance with the specifications thereof
“Interruption”	number of hours in a measuring period where end user has not been able to use the application
“Maintenance Window”	the timeframe during which Provider carries out Planned Maintenance. Provider shall, as far as possible, schedule Planed Maintenance outside the Service Time.
“Party”	Provider and /or Client
“Planned Maintenance”	maintenance carried out by Provider quarterly or subject to a 14 day prior notification scheduled Maintenance Window;
“Provider”	XUND Solutions GmbH, Dorotheergasse 10/12a, 1010 Vienna
“Service”	see Description of Service
“Service Time”	the Service Time is 9:00 to 17:00 Central European Time (CET) on Work Days



“Work Days” Mondays to Fridays from 9:00 to 17:00 (CET) excluding any bank holidays in Austria

2. Availability

- 2.1. To keep the Service up to date, the Provider needs to perform maintenance from time to time. The Provider shall thus be allowed to carry out Planned Maintenance during the Maintenance Windows.
- 2.2. During the term of the Agreement, the Provider warrants that the Service meets an Availability of 99% per year during the Service Time.

The Provider will calculate the Availability on a yearly basis, as follows:

Example:

$$A = \frac{TT-I}{TT} \times 100\%$$

A = Availability percentage during the Service Time. Availability in this respect means that [... e.g., the application is available to the end user].

TT = total time in relevant measuring period (in minutes) during the Service Time

I = Interruption. Number of minutes in a measuring period where [e.g., an end user has not been able to use the application].

- 2.3. An interruption caused by a Force Majeure Event, Planned Maintenance, Client's or end user's unauthorized or unlawful use of the Service and/or by an action or omission of the Client itself or any other situation that is outside of Provider's control, shall not be regarded as an Interruption in the sense of Pt 1 when calculating the Availability.
- 2.4. Client and end users are solely responsible for the use of sufficient hardware and software (including equipment, operating systems, internet browser, and internet connection) required to correctly make use of the Service.

3. Support

- 3.1. Provider offers support via email and telephone during Support Time. The Client may report Incidents via support@xund.ai and +43 1 253 5 999. The Provider will deal with such an Incident within the timeframes defined in Pt 5 below.
- 3.2. When reporting an Incident, the Client shall provide all the necessary information and, in particular, the circumstances of the Incident to enable the Provider to identify and reproduce the



Incident. The Client further agrees to cooperate in the resolution of the Incident to the extent requested by Provider. Provider shall only endeavor to resolve reproducible Incidents.

- 3.3. The Provider is entitled to close an Incident if the Client fails to provide the information or cooperation required by the Provider to resolve the Incident. If the Client provides such information or cooperation after the Provider has closed the Incident, such shall be treated as a new Incident.

4. Service Levels

- 4.1. Client shall assign a priority level to an Incident and categorize Incidents in accordance with the following criteria:

Service Level	Description
1. Major	Service is not available for use, or key functionalities are not available, impact of Incident is significant
2. Medium	Service is available, but in an impaired fashion, impact of Incident is high
3. Minor	Service or parts of it are slightly impaired, impact of Incident is low

- 4.2. The Provider will either confirm the Service Level allocated by Client or suggest to correct the Service Level if
- the Service Level had been set wrongly not matching the classification as in Pt 4.1 and Client agrees to the re-evaluation of the classification;
 - a workaround had been emplaced which reduces or eliminates the problem;
 - the fault has been cleared;
 - the problem disappeared by its own.

5. Response and Recovery Time

- 5.1. The Provider will endeavor to respond to, diagnose and resolve any Incident attributable to Provider as soon as possible. In any case, an Incident is not attributable to Provider if it occurred, without limitation, due to:
- the Client's or end user's unauthorized or unlawful use of the Service;
 - a Force Majeure Event; and/or



- an action or omission of the Client itself or any other situation that is outside of Provider's control.

5.2. During the Service Time, the Provider shall use best efforts to meet the agreed times for handling and resolving Incidents in accordance with the following Initial Response Times and Resolution Times:

Service Level	Initial Response Time	Resolution Time
1. Major	4 hours	8 hours
2. Medium	24 hours	48 hours
3. Minor	48 hours	96 hours

5.3. If the Incident is reported outside of the Service Time, the times in the table above commence at the beginning of the next Service Time. If the time is interrupted by the end of the Service Time, it resumes from the beginning of the next Service Time.

5.4. Provider is entitled to implement a workaround or other temporary solution to resolve an Incident. Provider shall subsequently close the Incident and open a new Incident, to which he assigns a new priority level according to Pt 4.1. The reassessed Incident shall be treated as a new Incident to which the respective Service Level applies.

6. Reporting

6.1. Provider shall make available biannual reports to Client, which shall contain:

- the number of Incidents reported, found, and resolved in the preceding month;
- the cause of the Incidents;
- the Response Times and Recovery Times measured in relation to these Incidents;
- performance and Availability of the Service in the preceding six months;
- other relevant information regarding the performance in the preceding six months;

6.2. The reports will be provided in the following data format: PDF and/or CSV.

7. Service Level Credits

7.1. In case of a Critical Service Level Failure, the Client is entitled as sole remedy to a penalty in the amount of 10% of the monthly service fee ("**Service Level Credit**"). Service Level Credits are calculated monthly by the Provider and deducted from the service fee of the next month.



- 7.2. A Critical Service Level Failure will be deemed to occur whenever the Provider fails to meet (i) Availability by more than 1% or (ii) the Service Levels related to Major and Medium Service Levels three (3) times per month for the same Service Level in three (3) consecutive months.