

PaperDynamix® SLA and Terms of Use

§ 1 Scope of terms and order of precedence

The Service Level Agreement (SLA) and the terms of use for PaperDynamix® (in the following 'SLA and terms of use'), in addition to the supplementary general terms and conditions (in the following 'T&Cs'), create the foundation for the provision of services by TechniData Biz Solutions GmbH (in the following „TBS“) in the business field of PaperDynamix® Services. The SLA and terms of use only describe the minimal contents of the customer entitlement and supplement any existing product related descriptions of services. In the case of conflicts, these descriptions shall prevail over the SLA and terms of use. The following order describes the order of precedence of the contractual documents:

- I. Customer offer
- II. Product or service description
- III. These SLA and terms of use
- IV. T&Cs

§ 2 Provision of Services

The agreed scope of the services offered as well as the technical requirements for their usage that are to be established by the customer are particularly set forth in the specific customer offer from TBS and in the product specific service descriptions.

The customer may choose between two standard operational models:

a) Hosting / SaaS (Software as a Service)

Usage of the solution by the customer without any software installation at the customer site. The system is entirely operated within the TBS data center; the customer is using it remotely via the internet.

b) Hosting / SaaS with local data processing

Alternatively to operation model a) the data processing components of the system are being operated at the customer site. All data remains within the customer's network and solely the system components for the authorization, delegation and administration are run in the TBS data center.

TBS establishes the contractually agreed services to the customer using IT infrastructure (server, storage systems, network infrastructure) that is not exclusively dedicated to the customer. The IT infrastructure for the stipulated services is provided to the customer for a limited period of time solely for the use of the services by the customer for its internal purposes. TBS may make use of external data centers operated (together with TBS or in whole) by partners and/or subcontractors of TBS (within the Federal Republic of Germany).

Usage of the services requires the customer to establish an appropriate internet connection. Responsibility for the setup and continuous maintenance of this mandatory internet connection rests with the customer. It is not part of the services provided by TBS as long as it is not separately ordered.

Point of transfer of the contractual services is the interface to the public internet (backbone) at TBS' data center where the services are hosted.

Adequate adjustments to the contractually agreed services may be made by TBS in case of new technical developments as well as changes in official regulations and/or laws. This only applies if these adjustments do not substantially impair the fulfillment of the contractual services, if they do not endanger the contractual purpose and if they are reasonable in light of the circumstances and customers' legitimate interest.

§ 3 Right to use the software and its updates

The customer is granted a non-exclusive, non-transferable and non-sublicenseable right to use the PaperDynamix® Software for the duration of the contract. The customer may use the software for his own business purposes within the boundaries of the license scope. The license scope may be restricted in frequency or intensity of use (i.e. number of authorized users) and/or by the customers' use of resources (i.e. number of client systems).

The contract may be annually renewed by the customer by payment of a maintenance fee. The license key (TransactionPack) is generated for every single year by TBS and enables the use of the software for the duration of one year.

The customer may backup data, applying common technical procedures and therefore create backups of the software. Beyond this, the customer may not copy, modify, distribute, rent out, lease out or otherwise make the software available to the public or a third party.

During PaperDynamix®-Software product life cycle management, TBS develops new features and functionalities and implements bug fixes continuously.

The SaaS-platform will always be held at the latest software version. The latest release versions of server software systems and tools are provided on the TBS support systems. New program versions, patches and bug fixes, upgrades, etc. are made available under the terms of this agreement.

§ 4 Commissioned data processing, Data security

The customer is aware, that the service provision may constitute a commissioned data processing in accordance to § 11 BDSG. In this case, the customer is responsible to abide to the regulations set in BDSG and other data protection regulations. TBS warrants that all technical and organizational measures comply with § 9 BDSG in conjunction to the appendix to § 9 BDSG.

If the customer collects or processes personal data, he is required to do this in accordance to legally valid data protection regulations and laws. The customer explicitly holds TBS harmless from any third party claims in case of violations of these regulations. TBS will relay any complaints as well as claims to information, correction, deletion and blocking by third parties to the customer.

TBS explicitly advises the customer that technical security for data transmission in open networks like the internet, cannot be entirely guaranteed at this point of time. The customer should therefore be aware, that it cannot be ruled out that a third party gains unlawful access to the customers' data. TBS applies adequate technical countermeasures to prevent such an event and to warrant an appropriate level of protection. It is at the customers' discretion to operate their own, additional security measures.

§ 5 Customer duties

Customer cooperation duties are set forth in TBS' specific offer, in product specific service descriptions, in this SLA and terms of use or in the T&Cs. In particular, the use of the provided PaperDynamix®-Services obliges the customers to the following duties:

The customer is responsible to meet the technical requirements to his hardware and software (including interfaces) as well as his internet connection that is necessary for the contractual use of the services.

The customer appoints a competent contact person and an alternate for efficient coordination and handling of service and support. This contact person has to report any errors in the software to TBS immediately and relay required information (flaw reports, data, protocols, documentation, etc.) for analysis of said error to the extent reasonable.

Before applying new software versions, the customer is responsible to test those versions and make sure they run flawlessly and perform adequately in his IT environment.

Should the customer operate the IT-infrastructure for the software provided by TBS himself, it is at his sole responsibility to update operating systems, applications and other software programs on his infrastructure and to abide to common security standards like up-to-date anti-virus software, firewalls as well as regular plausibility tests, backups and the archiving of his data. The customer is responsible for data backup in his own area of responsibility and he ensures that at least one daily, consistent backup is made. Furthermore and especially at request by TBS or when access by TBS or a third party is imminent, the customer is required to perform data backup.

§ 6 Disruption- / Incident-Management

Fault clearance

TBS fixes faults and disruptions of the provided software and infrastructure as quickly as possible within its operational capabilities. Prerequisite is the timely and adequate fulfillment of the customers' cooperation obligations necessary for the fault clearance. TBS may use third parties to remedy any disruptions or faults. Other rights of the customer regarding faults of the contractual services and deliveries of TBS remain unaffected within the contractual scope.

Definition of disruption

A disruption exists, if the infrastructure or the service is faulty or not available. Reaction time, in accordance with § 8 Sec. 3 below begins when the disruption or fault has been detected and reported by the technical surveillance institutions (monitoring systems) or by the customer. Upon acknowledgement, TBS opens up a 'fault-ticket'. During disruption management, the customer receives the reference number to this ticket which serves to quickly identify the process at later times.

Reception of disruptions and service requests

Reception of incidents as well as reception of service requests (service ordering) happens during service hours (see § 8 Sec. 2 below) by the ServiceDesk of TBS.

Phone 0180 / 200 700 2
E-Mail support@tbs-technidata.de

The customer must use the provided contact methods to report an incident in order for TBS to be able to meet the contractually agreed reaction times.

Remote and On Site support

TBS' support employees are available to provide remote support within the defined service times. Outside these service times, TBS provides support services only upon prior agreement. The customer must assure that remote support is possible and enabled for the specific systems and for the remote support solutions that are used by TBS (TeamViewer/FastViewer). Alternatively the customer provides his own means for remote access and support of his systems to TBS. Should this result in additional efforts (costs for hard- and/or software, and/or costs to implement those means), TBS reserves the right to invoice such efforts to the customer.

In special cases it may be necessary that a technician needs to perform service and support work at the customers' premises. On Site service and support visits are jointly agreed and scheduled by the customer and TBS. Additional costs for On Site support such as travel times and expenses will be invoiced separately.

§ 7 Service Level Agreement (SLA)

TBS offers a standardized service level that is referred to in the specific product and service descriptions.

Standard SLA

Operation time	24x7 on 365 days a year
Service times	Monday to Friday 08 a.m. – 5 p.m.*
Reaction times	Category 4: < 4 hours Category 3: < 8 hours Category 2: < 12 hours Category 1: < 24 hours
Readiness for On Site support	within 2 work days or upon arrangement
System availability p.a.	98%
Scheduled service times p.a.	12

*) except public and bank holidays (BW) and 24.12., 31.12.

§ 8 SLA definition of terms

1. Operation time

Operation of infrastructure and services is provided on 365 days a year around the clock within the scope of system availability (see Sec. 5 below).

2. Service times

TBS offers services, especially the reception and management of incident reports and service requests, within the defined service times. If not agreed otherwise, these service times are from Monday to Friday between 8 a.m. and 5 p.m. with the exception of public and bank holidays (BW) as well as the 24th and 31st of December every year. Outside these service hours, there is no personal reception/management of incident or service request tickets. Outside service hours, TBS provides a service E-Mail contact as well as a hotline number with recording capabilities. Qualification and management of the reported incidents starts with the beginning of the following defined service hours.

3. Reaction time

Reaction time for the processing of disruptions is the time from acknowledgement of this disruption by TBS (by means of monitoring systems) or the reception of a report, complete and in due form, by the customer by means of the intended ways of communication up to the start of processing it by TBS. Reaction time is counted within the defined service times. Is the incident report made outside the service times, reaction time starts with the beginning of the service hours of the next workday. Is the incident report made within the service times, not yet spent reaction time at the end of the service times of that day will resume being used up at beginning of the service times of the next working day. Times in which TBS

cannot provide its services due to reasons outside its responsibility and/or times in which TBS is waiting for the provision of the customers' cooperation will not be considered when calculating the reaction time.

Categorization of incidents and requests is made at first qualification by the ServiceDesk of TBS using the following pattern:

Category 4: All users / entire service blocked
Category 3: Some users / Function partially blocked
Category 2: Usage impaired
Category 1: other requests

4. On Site readiness

Readiness for On Site support defines the point in time at that a TBS technician arrives at the customers' premises and is beginning to resolve an incident or starting to work on a service request. On Site support services are provided within the defined service times.

5. System availability

Principally, the ordered services are available during the operation period. Calculation base for system availability is the calendar year. The availability only refers to those services that wholly lie within the scope of responsibility of TBS. Should TBS start to provide their service at a date unequal to the beginning of a calendar year, that period of time lasting to the end of a calendar year is defined as a 'trunk' year; so is the beginning of the last calendar year of the contractual period to the end of the agreement. System availability within a 'trunk' year will be extrapolated over a full year.

Calculation of system availability over the course of a calendar year is based on the following formula:

$$\text{System availability} = \frac{\text{operation period} - \text{disruption times}}{\text{operation period}} \times 100$$

• **Operation period** = scheduled maintenance times (see Sec. 6) subtracted from yearly operation time
• **Disruption times** = sum of all times within the operation period of a calendar year in which the system or service was not available. Times for system unavailability may not be considered as disruption times due to the following reasons:

- Force majeure
- Other events or causes that are not attributable to TBS (especially events caused by third parties that are of mechanical nature, other kinds of destructive forces on active components and/or the passive cable trays or failures in the employed standard software that the TBS IT-infrastructure is based upon (i.e. MS Windows Server))
- Impairment of data transmission outside of the TBS network (cf. point of transfer in § 2), i.e. by line failure or other disruptions caused by other providers or telecommunication companies.
- Disruptions caused by the customer himself or caused on his behalf, i.e. changes in configuration of the used services that TBS executes upon request of the customer.
- Delays in system access that are not caused by TBS (i.e. denial of access to the technical institutions)
- Events that require restriction or blockage towards access to single infrastructural components and/or services due to imminent threat to data, hard- and/or software, due to dangers (i.e. virus, trojan) or due to substantial threat to the network security or integrity.
TBS will take into consideration the legitimate interests of the customer as far as possible, in case such a decision needs to be made. TBS will inform the customer immediately about the measures taken and will do everything possible to clear the access restriction or blockage at the earliest possible.

If there is no complete system unavailability or impairment of the system availability that equals a complete unavailability, because the service is virtually unusable by the customer, this does not count as disruption time. In case of any other impaired system availability (i.e. bit error rate, packet loss, etc.) TBS will try to restore the system availability as quickly as possible.

6. Scheduled maintenance

The customer is informed by TBS of any scheduled service interruptions, for example, if any installation or maintenance work is due, in written form, by facsimile or by E-Mail in due time, at least 5 working days in advance; in case of an unexpectedly occurring emergency maintenance (i.e. Security patch) this deadline may not be met.

By default, twelve (12) scheduled maintenance events per calendar year are planned by TBS. These are notified to the customer at the beginning of the year. Emergency maintenance serves as a measure to avoid or remedy disruptions and may be scheduled at short notice, according to the degree of urgency. TBS will inform the customer immediately, should this affect any of his booked services.

If possible and viable, TBS will schedule emergency maintenance events at times with low system load and will coordinate these times with the customer.

7. Legal consequences

The legal consequences of compliance failure to these service level regulations especially arise from the T&Cs.

§ 9 Additional services

All services are specified in TBS' customer offers/contracts. Service and support outside the agreed scope that is provided remotely or on site at the premises of customer is invoiced on a time and material basis in addition to applicable travel times and other expenses. The price list of TBS in its current version applies.

§ 10 Prices and terms of payment

Amounts and due dates of the service fees are set out by TBS in the issued customer offer and in a supplementary manner in the current price list of TBS. If not agreed otherwise, service fees are invoiced in advance for the first time after contract signature and then repeatedly in advance at the beginning of the next contractual period.

TBS reserves the right to make adjustments to the amount of applicable service fees according to the general market pricing (in consideration of developments in the consumer pricing index and own costs). Pricing adjustments are communicated to the customer in written form or by e-mail abiding to an announcement period of six (6) weeks to the end of a contractual period. Any adjustment may not exceed 10% of the previous contractual periods' service fees. If the adjustment of the service fees exceeds 7.5%, the customer has the right to an extraordinary termination of the contract, allowing for a notice period of two (2) weeks to the end of the contractual period. Other rights to contract termination of the contractual partners for different reasons remain unaffected.

In case of default in payment, TBS may block access to the contractual services to the customer after notice of the default and threat of blockage to the customer. Blockage may be upheld until full payment of all outstanding demands is made. TBS' further rights in case of payment default remain unaffected.

§ 11 Contract period, contract termination, blockage of service

TBS provides the contractual services for the contractual period agreed upon. If not agreed otherwise, a contract made for an undefined period may be terminated by either party with a notice of three (3) month to the end of a calendar year without an obligation to state any reasons. Is the contract made for a definite or initial binding term, the contract may not be terminated without cause within these set periods. The contract prolongs automatically by the agreed period or the last contractual period, however, in any case by not more than 24 months, if not terminated with a three (3) month notice to the end of the agreed to period, the initial binding term or the extension period.

A termination of the contract according to § 543 Sec. 2 Sent. 1 #1 BGB because of denial of service is only permissible if TBS was provided with adequate time to remedy the cause of failure and those attempts were not successful. Failure of rectification must be assumed if it is impossible to fix the defect, if remedy is denied by TBS or if it is delayed intolerably or for other intolerable reasons (i.e. repeated unsuccessful attempts). The right to extraordinary termination of both parties for important reasons remains unaffected. Any termination of contract requires written form.

In case of important reasons TBS may at first temporarily block access of the customer to request ordinary fulfillment of the contract. Further rights of TBS

(especially the compensation of damages and extraordinary contract termination) remain unaffected.

Is the contract terminated extraordinarily by TBS in case of important reasons that the customer is responsible for, TBS reserves the right to claim full payment of any service fees due to the end of a contractual period or to the next ordinary contract termination possibility. This also applies for the time the service was blocked because of actions caused by customer. Does the contract end due to compliance failure made by TBS, TBS will reimburse service fees that were paid in advance, calculated 'pro rata temporis' to the contractual period.

TBS reserves the right to delete or block any of the customer data or contents on the provided infrastructure after the end of the contractual period. As far as copies of software or any documentation was delivered to the customer, those have to be returned to TBS or deleted promptly after the end of the contract, should there be no further obligations of the customer to safe keep such documents for an extended period. Upon demand, deletion must be acknowledged in writing to TBS.