EQS Cloud Services:
Service Level Agreement (SLA)

1. Recitals

This Service Level Agreement (SLA) describes the service level which the EQS Group offers to the Customer when providing the Services. This SLA shall apply in addition to other contractual provisions between the Customer and the EQS Group.

This SLA defines the different levels of availability and support for EQS Cloud Services. The aim of this SLA is to ensure efficient cooperation between Customers and the EQS Group.

EQS Group provides technical support for the main users of EQS Cloud Services. This service is included in the license fees. The EQS Group provides second and third line support, whereas the Customer is responsible for first line support.

2. Technical Support

The Customer's IT support is the first point of contact (the "First Line Support") for questions from users of Cloud Services regarding system functionalities and their use. The Customer is responsible for ensuring that the appropriate First Line Support resources are available. If the system does not work properly, it is the task of First Line Support to at least complete the following checklist:

 ➢ Is there a working Internet connection?

   (Example: Is the computer with which you are trying to access the system connected to the Internet?)

 ➢ Is the Customer's firewall configured to not prevent access to the EQS Cloud Services URL?

   (Example: Does the start page of the system appear if the URL is entered correctly?)

 ➢ Is the administration area (e.g. permissions) of the system set correctly?

If EQS Group is to provide First Line Support, services rendered will be charged at EQS Group hourly rates.

The Second Line Support handles all errors concerning the server functionality and evaluates the error level according to the table below and, if necessary, forwards the errors to the Third Line Support. Third Line Support handles all code and programming related issues. Second and third line support is provided free of charge by the EQS Group as part of the license fees.

2nd and 3rd line support	basic	professional
Support times	09:00 hrs to 18:00 hrs (CET) Monday to Friday (without holidays in Bavaria)	07:00 hrs to 21:00 hrs (CET). Monday to Friday (without holidays in Bavaria)
Initial reaction time	Level 1: 1 working day Level 2: 2 working days Level 3: 4 working days	Level 1: 4 working hours Level 2: 8 working hours Level 3: 2 working days
Support Contact	For Investor Relations products: E-mail: newsroom@eqs.com Telephone: https://www.eqs.com/support-contact/ For Compliance products: E-mail: compliance.support@eqs.com Telephone: https://www.eqs.com/support-contact/	
Support Languages	German and English	

3.   Error Classification

In the following error classification scheme is used for possible errors of the EQS Cloud Services.

Severity	Type of error	Description
Level 1	Critical error	The system does not work at all or important functions of the system are severely restricted and there is no work around.
Level 2	Error	Important functions of the system can only be used to a limited extent and there is no work around.
Level 3	Insignificant error	Errors with little or no influence on the functionality of the system.

4. Availability

	basic	professional
System availability	≥ 99%	≥ 99.5%

The system availability percentage is calculated as follows

$$\text{System availability} = \left(\frac{\text{Total Minutes per Year - Downtime - Planned Downtime}}{\text{Total Minutes per Year - Planned Downtime}}\right) * 100$$

"Downtime" means the total number of minutes in the contract year in which the productive version of the relevant EQS Cloud Service is not available.

"Planned Downtime' means downtime due to the following:

  i. Regular maintenance windows,

  ii. other scheduled downtime of which the Customer has been notified at least one (1) business day in advance (emergency maintenance with at least one (1) hour in advance notification),

  iii. periods of unavailability due to factors beyond the control of the EQS Group, such as unforeseeable events that could not have been prevented even by exercising reasonable care; or

  iv. any temporary downtime of less than fifteen (15) minutes in length.

"Total Minutes per Year" means the total number of minutes for each contract year.

5. Service credits

Should the system availability fall below 99%, the following service credits are available to the Customer as the sole and exclusive remedy:

System Availability (Annual)	Service Credit (pro rata - annual)
99% and more	0
98.99 – 96.0%	5%
less than 96	10%

If the system availability drops below 93%, the Customer can cancel the affected Services in writing. Service Credits are credited to the next annual invoice.

6. Exemptions

The EQS Group will resolve any disruption within a reasonable timeframe. However, there are the following exceptions where the SLA does not apply:

➢ In the case of failure of equipment, software, services and other components of the IT system which are not the subject of the agreed contract.

➢ In case of issues caused by not recommended or improper handling of software and equipment.

➢ The failure is due to the use of unsupported software, equipment or services.

➢ In circumstances beyond EQS Group's control, such as force majeure, natural disasters, war, acts of government, flooding, fire, earthquake, civil liability, civil commotion, terrorist attacks, strikes or other labor issues, failure or delay of internet services or third party providers.

This SLA shall not apply in the event of a breach of contract on the part of the Customer, e.g. default in payment.