SK Engine Service Level Agreement for SaaS and Hosting (version 2023)

This Service Level Agreement (the "**SLA**") is an integral part of the Customer Agreement between SKE and the Customer for the use of the SaaS Service defined in more detail in the Customer Agreement and/or the Hosting Services commissioned by the Customer (each hereinafter the "**Service**") against payment of the agreed remuneration by the Customer. The SLA particularly defines the contractually owed availability, quality parameters for support services commissioned by the Customer, and the periodicity and retention period of backups made.

SKE warrants the following performance parameters, depending on the individual service level agreed (Basic/Standard/Extended). Claims and rights of the Customer arising from defects remain unaffected by the provisions of this SLA.

1.   Service Level

The individual service level applicable to the Customer (Basic/Standard/Extended) is agreed upon in the Customer Agreement. In the absence of such a stipulation in the Customer Agreement, the service level "Basic" applies. In any case, the supplementary provisions under Section 2 apply.

Service Level (SaaS)	Basic	Standard	Extended
A. Framework Conditions			
Operating Time	**9:00 a.m. - 5:00 p.m. (CET)** Mon.- Fri. except public holidays in North Rhine-Westphalia, Germany	**9:00 a.m. - 5:00 p.m. (CET)** Mon.- Fri. except public holidays in North Rhine-Westphalia, Germany	**24 / 7**
Hosting			
Productive environment(s)	1	1	1 + 1 redundant "failover environment" with last backup from 5:00 a.m. GMT
Hosting server location	Germany (AWS)	Germany (AWS)	Multi-zone hosting (AWS)
B. Availability			
Availability per calendar month within the Operating Time	**99.0%**	**99.9%**	**99.9%**
Maintenance window			
Window for Scheduled Maintenance (including product releases)	First Wednesday of the month that is a working day, between 6:00 a.m. and 10:00 a.m. (CET)	First Wednesday of the month that is a working day, between 6:00 a.m. and 10:00 a.m. (CET)	First Wednesday of the month that is a working day, between 6:00 a.m. and 10:00 a.m. (CET)
Window for Emergency Maintenance (hot fixes, urgent security updates)	Anytime	Anytime	Anytime

C. Support			
Responsibilities			
1st level support	Customer responsibility	Customer responsibility	Customer responsibility
2nd level support	SKE responsibility	SKE responsibility	SKE responsibility
3rd level support	SKE responsibility	SKE responsibility	SKE responsibility
Support Hours (2nd & 3rd level support)	**9:00 a.m. - 5:00 p.m. (CET)** Mon.- Fri. except public holidays (in North Rhine-Westphalia, Germany)	**9:00 a.m. - 5:00 p.m. (CET)** Mon.- Fri. except public holidays (in North Rhine-Westphalia, Germany)	**24 / 7** Critical failures (Severity 1) **8.00 a.m. - 8:00 p.m. (CET)** Mon.- Fri. except public holidays (in North Rhine-Westphalia, Germany)
Support quotas			
2nd & 3rd level support	**Up to 32 hours per year**	**Ongoing support**	**Ongoing support**
Service Requests	--	--	--
Response times within support hours			
Severity 1	Best effort	12 hours	6 hours
Severity 2	Best effort	24 hours	12 hours
Severity 3	Best effort	48 hours	24 hours
Communication			
Language	English	English	English
Ticketing system	email / Zendesk	email / Zendesk	email / Zendesk
Primary communication	email	email	email
Secondary communication (organized by SKE)	Virtual meeting (e.g., Zoom, Teams)	Virtual meeting (e.g., Zoom, Teams)	Virtual meeting (e.g., Zoom, Teams)
Call-back option	--	Within 8 hours During the support hours	Within 8 hours During the support hours
Reporting	--	--	4 system reports per year (Upon request)
D. Database backups			
Frequency	Daily backups (5:00 a.m. GMT)	Daily backups (5:00 a.m. GMT)	Daily backups (5:00 a.m. GMT)
Storage	15 daily backups	15 daily backups	30 daily backups

2.   Supplementary Provisions

Availability

Availability

SKE warrants the availability of the Service (in %) within the Operating Times as defined in Section 1 on a monthly average for the respective service level (Basic/Standard/Extended).

Calculation of Availability

The Service shall be deemed unavailable if the Service cannot be accessed within the Operating Times, based on the local time of the location of the datacenter containing the affected node.

Outages and interruptions due to (i) scheduled maintenance work within the Maintenance Windows provided under Section 1; (ii) emergency maintenance measures; and (iii) outages and interruptions due to circumstances beyond SKE's direct control – such as cases of force majeure and attacks by third parties on the Service or the infrastructure used to operate the Service – shall not be taken into account as non-availability in the calculation.

Maintenance

Scheduled maintenance work may include, in particular, maintenance work on the server infrastructure, installing new releases, installing patches and updates, and other adjustments to the Service. Emergency Maintenance measures may particularly include installing hotfixes and critical security updates.

SKE shall perform Scheduled Maintenance and Emergency Maintenance only within the time windows defined for this purpose under Section 1. SKE shall notify the Customer if any Emergency Maintenance occurs outside the designated maintenance windows for Scheduled Maintenance work twelve (12) hours in advance, if possible. The notification can also be made through the Service application.

Security updates

SKE shall install available security updates as part of Scheduled Maintenance or, in the case of critical security updates, as part of Emergency Maintenance.

Service Level Credits

If SKE does not meet the agreed upon availability in a calendar month, the Customer may demand a credit note on the agreed remuneration for a subsequent month in accordance with the following overview, provided that the Customers claims the credit note within two (2) weeks after the end of the calendar month in which the agreed upon availability was not met. Any further claims to which the Customer may be entitled shall remain unaffected.

Average availability achieved in a month			Credit (% of monthly remuneration)
Basic	**Standard**	**Extended**	
97.0-99.0%	97.0-99.8%	97.0-99.9%	5%
95.0-97.0%	95.0-97.0%	95.0-97.0%	10%
90.0-95.0%	90.0-95.0%	90.0-95.0%	15%
<90.0%	<90.0%	<90.0%	20%

Support (2nd & 3rd level application support)

Response to support requests

Within the Support Times defined in Section 1, SKE shall accept reports from the Customer regarding faults and problems caused by the Service and shall respond within the Response Times specified therein. SKE is not

obliged to provide support services beyond the foregoing; in particular, SKE does not provide support for Customer systems or for third-party systems or faults and problems without cause in the Service. The support is provided in the language specified in Section 1.

The specified Response Time refers to times within the support hours. If a support request is received outside of the designated support hours, the response time is calculated starting with the beginning of the next support hours.

If the support quota is depleted, additional support requests from the Customer will incur separate charges based on the time and effort incurred.

Severity (fault priority)

The relevant Response Time according to Section 1 depends on the fault priority (severity), which SKE determines for each support request based on the following criteria:

Fault priority	Criteria
Severity 1 (Critical disturbance)	A "**Severity 1**" fault occurs if access to essential functions of the Service is not possible despite fulfilment of the minimum requirements and a sufficiently dimensioned and functional internet connection, or if essential functionalities are not available, are executed incorrectly, or the overall operation of the Service is significantly disrupted. A fault of priority "Severity 1" also exists if a loss of data occurs due to an error of the Service.
Severity 2 (Major disturbance)	A **Severity 2** fault occurs when essential functions of the Service are not available or are only available to a limited extent or are executed incorrectly despite fulfilment of the current minimum requirements and a sufficiently dimensioned and functional internet connection.
Severity 3 (Non-significant disturbance)	A **Severity 3** fault occurs if, despite meeting the current minimum requirements and having a sufficiently dimensioned and functional internet connection, non-essential functions of the Service are not available or are only available to a limited extent or are executed incorrectly.

Support requirements

The use of support by the Customer and SKE's obligation to provide the support services described is subject to preconditions that:

a) the Customer's systems used to access the Service meet the minimum requirements communicated by SKE;

b) the support request relates to an error or other problem caused by the Service and not, for example, to problems with Customer's systems or internet connection;

c) the Customer designates to SKE personnel with appropriate professional and technical qualifications who are responsible for 1st level support at the Customer's premises (so-called "**Power Users**");

d) the support request to SKE by a Power User is made in the language specified in Section 1 via one of the communication channels indicated in Section 1; and

e) the support request is not subject to1st level support.

If the Customer makes use of the support even though these support requirements are not fulfilled, SKE reserves the right to charge for expenses incurred at reasonable rates.

Backups

SKE shall perform backups at the frequency defined in Section 1 and shall retain backups for the duration specified in Section 1. The following items shall be included in the backups:

Classic Applications - SK Cloud (AWS)	Low Code Apps - SK Outsystems Cloud (AWS)
- Database(s) (RDS) - Database(s) (Aurora) - Files (S3 buckets) - Files (EBS volumes)	- Data - Application configuration - Security settings - user - Roles and permissions - Code

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