Service Level Agreement (SLA)
for Airlock SaaS-Services
Version 06.25

AIRLOCK®
SECURE ACCESS HUB

(0) Scope

This document contains the SaaS-Service SLA applicable to the Airlock SaaS-Service and/or the Airlock 2FA Service, including a) the monthly system availability and Service Level Credits (see section (2) below), and b) the support SLA (see section (3) below), in particular the support and maintenance services and the different support levels applicable to the SaaS-Service in accordance with the agreements in the Order Form for the Airlock SaaS-Service. Furthermore, section (4) of the SLA contains special terms and conditions that apply to Supplementary Services provided by Ergon under this agreement.

If the Airlock 2FA-Service is provided based on an Airlock license agreement including the Airlock SSU subscription agreement, the support SLA (section (3) below) is not applicable and the terms of the Airlock SSU subscription agreement apply instead.

This SLA only applies to Airlock SaaS-Services that are used productively. Therefore, this SLA does not apply to any non-productive services and to services for managing the SaaS-Services like administration interfaces.

(1) Definitions

"Error" means the deviation of a Service from the target state according to the Documentation.

"Problem" means malfunction or impairment of the functionality of the system reported by the Customer via online ticketing without assessment of whether it is an Error or not.

"Product" means the Airlock SaaS-Software.

"Workaround" means a temporary solution that reduces or eliminates the effects of Errors for which a complete solution does not yet exist.

(2) SaaS Service SLA

(2.1) SLA for System Availability

The SLA for system availability means the percentage of system availability of 99.5% per calendar month (hereinafter "Month") for the productive system of the Airlock SaaS-Service.

(2.2) Downtime

The downtime refers to the monthly unavailability of the productive system of the SaaS-Service and is measured in intervals of entire minutes in which more than 5% of the Users of the Customer who want to use the productive SaaS-Service cannot use it. In any case, downtime does not include scheduled maintenance windows, emergency maintenance and force majeure events (as defined in the SaaS-Terms and Conditions.

(2.3) Monthly System Availability

The percentage of system availability per Month (Monthly Uptime Percentage, MUP) is calculated according to the following formula:

((total minutes of the month –downtime in minutes in the month) / (total minutes of the month)) * 100

(2.4) Maintenance Windows

Maintenance window refers to scheduled time window during which maintenance work is carried out and the SaaS-Service is not available or only available to a limited extent. Maintenance windows are usually announced to the Customer by e-mail one month in advance, or at shorter notice in case of urgency.

(2.5) Service Level Credits

(2.5.1)   Service level credit means a discount (specified in percent) on the SaaS-Fee of the affected SaaS-Service, which will be credited to the Customer on a subsequent monthly invoice, if Ergon does not comply with the SLA for the monthly system availability for a specific month with reference to the affected SaaS-Service.

(2.5.2)   If Ergon fails to meet the SLA for system availability, the Customer shall be entitled to a service level credit in accordance with the table below under the conditions specified below:

Monthly System Availability	Service Level Credit (% discount)
< 99.5	10%
< 99%	25%
< 95%	50%

The service level credit shall be applied to that Month in which the system availability SLA for the relevant SaaS-Service was not met. The resulting amount will be credited in a subsequent Month, provided it is justifiably claimed by Customer in accordance with the following provisions.

(2.5.3)   If Ergon does not comply with the SLA for system availability for a particular Month, the Customer can claim a service level credit for the Month in question under the following conditions according to Section (2.5.4), Section (2.5.5) and Section (2.5.6). As soon as the validity of the service level credit is confirmed by Ergon, the claim will be applied as a credit to a subsequent invoice amount for the SaaS-Service, or - if no future invoice is due - paid out as a refund upon the Customer's request. A service level Credit cannot be transferred or credited to another account.

(2.5.4)   Ergon will provide the Customer with a monthly report describing the percentage of system availability for the SaaS-Service(s), either via email upon the Customer's request to Ergon or via an online portal to which the Customer will have access.

(2.5.5)   Claims for a service level credit must be made by the Customer to Ergon within 30 days after the end of the Month in which Ergon failed to meet the SLA for system availability for the SaaS-Service. After that period, the claim expires irretrievably.

(2.5.6)   To make a claim under the system availability SLA, Customer must send an email to order@airlock.com with the following details:

- Billing information including company name, billing address, billing contact and associated phone number;

- Downtime information including the dates and time periods for each downtime during the affected period; and

- An explanation of the claims made under this SLA, including any relevant calculations

(2.6) Special Termination Right

If the system availability SLA for the relevant SaaS-Service was not met in three calendar months within six consecutive months, the Customer has the right to terminate the affected Airlock SaaS-Service extraordinarily with 30 days' notice to the end of a month (special termination right). The termination must be submitted to Ergon in writing within 30 days of the last relevant shortfall of the monthly system availability.

(3) Support SLA

(3.1) Obligations of the Parties

(3.1.1)   Support Readiness

The support readiness for the respective support levels includes the following obligations for the provider of the support level defined below:

- Provision of personnel to perform support services with the required skills (specialists, e.g. with Airlock certifications).
- Provision of the necessary infrastructure for the provision of the support service on provider's side.

(3.1.2) 1st-Level-Support by Customer

Provider

This support level must be provided by the Customer or companies authorized by the Customer (obligation to cooperate).

Tasks to be performed

- Is the first point of contact for user and helpdesk inquiries
- Collects all relevant technical information and records it in an issue tool
- Answers recurring questions about known Problems in a standardized manner using technical documentation, e.g. Techzone, Operations Manual, etc.
- Supports the installation, operation, and maintenance of Products
- Operates the Products
- Verify that the Problem is caused by new requirements, changes to surrounding systems or interfaces. If evidence exists that Airlock Products are causing the problem, take appropriate action.
- Refers the problem to 2nd-Level-Support if 1st-Level-Support is unable to resolve the Problem.

(3.1.3) 2nd-Level-Support by Customer

Provider

This support level must be provided by the Customer or companies authorized by the Customer (obligation to cooperate).

Tasks to be performed

- Supports 1st-Level-Support by taking over unsolved Problems
- Resolves documented Problems, for example by means of workarounds
- Escalates undocumented and complex Problems
- Configures the Products
- Forwards the Problem to 3rd-Level-Support if 2nd-Level-Support cannot resolve the Problem.

(3.1.4) 3rd-Level-Support

Provider

This Support-Level is provided by Ergon.

Taks to be performed

- Assists 2nd-Level-Support by taking over unsolved Problems
- Analyzes new and undocumented Problems
- Provides existing updates, bug fixes or workarounds to resolve the Problem
- Updating documentation and providing instructions for a workaround.

(3.2) Support Times and Standby-Times

Support requests to Ergon are to be reported with a ticket in Airlock Online Ticketing system. The tickets are processed during the agreed Support Times and Standy Times. During an agreed Standby Time, only tickets with the priority "Critical" are processed.

Ergon will provide agreed support services during the following times:

	Standard Support	Premium Support
Support Times	Monday to Friday 09:00 to 17:00 Uhr	Monday to Friday 08:00 to 18:00
Standby Times	none	Other times

All times are in Central European Time (CET/CEST). Holidays are excluded and are considered Sundays. The following are considered public holidays: New Year's Day 01 January, Berchtold Day 02 January, Good Friday, Easter Monday, Ascension Day, Whit Monday, Swiss National Day 01 August, Christmas Day 25 December and St. Stephen's Day 26 December.

(3.3) Prioritization of Problems

Prioritization of a Problem means the severity of the Problem depending on the urgency and impact.

Urgency: The urgency of the Problem is based on the degree to which the system is still usable. A distinction is made between "High", "Medium" and "Low":

   «High»: Failure or malfunction of the entire system due to a Problem, critical business processes can no longer be handled as a whole

   «Medium»: Serious system malfunction (partial failure) due to a Problem, malfunction in access to functions; sub-processes can no longer be handled

   «Low»: Problem has little or no impact on normal business processes; product requests, feature requests, deviations, disruptions of non-system impacting features, e.g. text errors, translations, etc.

Impact: The impact of the Problem is based on the number of users affected:

   «High»: Entire business unit, business department, location, etc. are affected

   «Medium»: A moderate number of users are affected

   «Low»: a relatively small number of users are affected

The prioritization of Problems results in four priority levels: Critical, High, Moderate and Low.

		Impact		
		High	Medium	Low
Urgency	High	Critical	High	Moderate
	Medium	High	Moderate	Low
	Low	Moderate	Low	Low

When entering a ticket, the Customer assigns one of the four priority levels to each Problem, depending on the severity of the Problem. Ergon reserves the right to reassign priority levels at its own discretion considering the criteria according to Section (3.3). The priority level assigned by Ergon is final and binding for the Customer. The priority level is decisive for compliance with the agreed response time.

(3.4) Response Times according to Prioritization

Ergon aims to act within the following times for the following priority levels. The response times start to run when the ticket from Customer is received by Ergon. The times are based on the respective support level agreed with the Customer.

Priority	Standard Support	Premium Support			7x24 (standby times)		
		acknow-ledgement	update	resolution target	acknow-ledgement	update	resolution target
Critical	Best effort	15 minutes	2 hours	12 hours	2 hours	6 hours	36 hours
High	Best effort	1 hour	4 hours	2 days			
Moderate	Best effort	4 hours	2 days	20 days			
Low	Best effort	1 day	5 days	60 days			

The following definitions are used:

- Acknowledgement: Time between ticket creation and first ticket status change (e.g. to "in progress")
- Update: relevant information on incident status is added to the ticket (e.g. first analysis results)
- Resolution target: time measured from "acknowleged" to ticket completion (as detailed below)

A ticket is considered to be completed when, at Ergon's own discretion, at least one of the following conditions has been reached:

- Provision of an appropriate solution for the Problem
- Provision of an appropriate workaround for the Problem
- Bug fix is delivered
- Bug fix will be delivered with a future release (only for priority level "moderate" and "low")
- Feedback to the Customer/answer to the question is provided
- Determination that the Problem is an optimization request and forwarding of the request for future processing

Ergon will use reasonable efforts to complete tickets within a reasonable time depending on the priority level, but Ergon cannot promise resolution times or make any guarantees regarding resolution time or resolution.

(3.5) Support Process

- A ticket must be entered by Customer for all support requests addressed to Ergon. The course of completion is documented in the ticket. The documentation includes the ongoing findings or information relevant to the resolution of the respective ticket. Opening a ticket triggers an automated response to the Customer. Automated responses have no influence on the acknowledge time.

- When entering the ticket, Customer must assign a priority level to the problem according to Section (3.3).

- For problems with the priority level "Critical", a ticket of the type "Airlock SaaS Incident" is required. In this case, the acknowledge time means the time between reception of the incident report and the first ticket status change.

- For priorities lower than Critical, the response times are interrupted outside the Support Times.

- The response times for support requests received outside Support Times will start to run from the next day of the agreed Support Times.

- Customers that have agreed to Premium Support can also report support requests of all priority levels by telephone during the Support Times.

- Customers that have agreed to Premium Support receive information on the progress of Problem resolution for Problems with priority level "Critical" every 2 hours and for problems of the priority level "High" once a day.

(3.6) Services with Cost Implications

Ergon shall provide the support and maintenance services agreed in this section (3) (exhaustive list).

In particular, the following professional services are not included in the support level of this agreement.

- Support with the use, configuration, or integration of the SaaS-Services

- Support for adaptations to third-party systems

- Creation of requirement analyses and/or solution specifications, and any implementation of Customer-specific developments

If Ergon performs such Supplementary Services to the customer, the customer shall remunerate Ergon on a time and material basis at the currently applicable hourly rates of Airlock Solution Engineering and Consulting, subject to crediting to a service quota agreed with the customer (see section (4.4)). The provisions set out in section (4) shall apply.

If, in the course of reviewing a problem reported by the Customer, it is determined that the problem does not result from a defect or malfunction in the SaaS-Service provided by Ergon but instead is attributable to other causes (e.g. user error, third-party products, or external factors/influences), Ergon shall be entitled to charge the Customer for the expenses incurred based on the currently applicable hourly rates of Airlock Solution Engineering and Consulting.

(4) Supplementary Services from Ergon

(4.1) Subject matter

If, during the term of the contract, Ergon provides Supplementary Services to the Customer relating to the SaaS-Services that are not included in the agreed support, the following provisions shall apply unless otherwise agreed (e.g. if a separate project contract is agreed).

Such Supplementary Services may in particular include services for the purpose of

- supporting the Customer in the use, configuration or integration of the SaaS-Service;

- supporting the customer in adapting third-party systems.

Ergon reserves the right to provide more extensive Supplementary Services only based on a separate service/project contract concluded with the Customer.

(4.2) Processing

The Customer requests Supplementary Services from Ergon by means of a ticket.

Ergon does not provide on-site services under this agreement. If such on-site services are requested by the Customer, this must be agreed upon in a separate service/project contract.

(4.3) Renumeration

Supplementary Services provided by Ergon under the agreement shall be remunerated by the Customer on a time and material basis at the currently applicable hourly rates of Airlock Solution Engineering and Consulting.

Ergon invoices the Customer monthly in arrears for expenses and costs incurred for this purpose. In addition, the provisions on remuneration and payment terms in the SaaS Terms and Conditions shall apply.

(4.4) Agreement of a service quota

If the parties have agreed on a so-called "service quota" in the individual SaaS contract in return for a flat-rate-fee payment, the customer is entitled to request such Supplementary Services up to the quantity or number agreed in the Order Form. If the agreed Supplementary Services are configuration changes, such changes shall be deemed to be modifications within the existing functional scope. The flat-rate fee includes a maximum

of 1 configuration change per month, with each configuration change limited to 1 person-day (= 8 hours). Any additional expenses will be invoiced in accordance with section (4.3).

Service-quotas not used by the Customer within one year shall expire and cannot be transferred to a subsequent period.

(4.5) Special Provisions for Supplementary Services

Ergon shall provide the Supplementary Services with due care and in accordance with the generally accepted principles applicable to the relevant service area. Any further liability for due diligence or warranty on the part of Ergon is excluded.

The Customer will have the right to use any results from Ergon's Supplementary Services during the term of the agreement, as granted for the use of the SaaS-Service. All other rights, particularly intellectual property rights, remain with Ergon.

Any service levels agreed in the agreement, in particular the availability, on-call times and response times, specified above in sections (2) and (3), shall not apply to the provision of Supplementary Services. The Supplementary Services shall be provided during the support hours as defined in section (3.2) above.

(5) Additional Provisions

Ergon may also involve third parties for the provision of Services.

For code changes to the SaaS-Software provided within the scope of the support services, such as bug fixes or workarounds, Ergon provides warranty within the limits of the SaaS-Terms and Conditions. At Ergon's discretion, a correction code or a corrected version of the Product, or a (temporary) alternative solution to circumvent or suppress a defect will be deemed to be a correction of a defect.