

# Service Level Agreement

## I. General information

- (1) This Service Level Agreement (SLA) outlines the service level standard for operation of the services commissioned from telegra GmbH.
- (2) The operational performance parameters in accordance with item III. of this SLA describe the services rendered by telegra in order to sustain or restore the provision of services owed to the client. The technical performance parameters in accordance with item IV of this SLA describe the performance and availability of the technical systems and applications used by telegra.

## II. Definitions

Business hours	Monday to Friday, 8.30 am to 5.30 pm, with the exception of German national holidays and public holidays in the German state of North Rhine-Westphalia.
Support service availability	Support service availability is the time period during which trained personnel are available for support purposes and during which services, in particular fault clearance services, are carried out.
Response time	Time within the support service availability in which the client is given a first interim report after receipt of the report or within which the client reporting the fault is informed of an identified fault.
Fault	A fault is a technical interruption or negative change to the products/services provided within the area of responsibility of telegra.
Fault clearance time	The fault clearance time is the time period during support service availability which is needed for fault elimination.
Availability	Availability means the average time, measured over the calendar year, during which the services /products provided are available for use.
Downtime	Downtime means the total number of minutes in a calendar year during which a product/service cannot be used by the client due to a blackout.
Maintenance work	Regular maintenance windows are overnight between 0.00 and 6.00 am, even if they are unannounced.

## III. Operational performance parameters

Within the scope of the existing technical and operational capabilities telegra shall rectify faults on their technical equipment. In this regard, telegra shall provide the following services in particular:

## 1 Service times

- (1) telegra shall receive faults diagnosed by monitoring equipment or reported by the client during support service availability, evaluate them and, if verified, shall begin with problem analysis and fault elimination, shall provide the client with an initial interim result, in the form of a so-called Fault Verification Report, within the specified response times and shall rectify the fault.
- (2) telegra's service times are as follows:

Fault report acceptance	24/7
Support service availability	24/7
Fault clearance and repair work	24/7

## 2 Faults

- (1) Faults are categorised according to priority; categorisation shall be determined by telegra. Priority category 1 has highest priority. In the following priority categories, increased numbering means decreased priority. The priority categories may change during the fault and during fault rectification.
  - **Priority 1:** use of the product/the service is not possible on account of serious technical software or hardware problems or key functions are limited to the extent that it is equivalent to unusable.
  - **Priority 2:** use of the product/the service is possible, but for a larger number of users, individual or multiple key functions are limited in terms of their functionality and/or quality at least temporarily on account of technical software or hardware problems (e.g. a larger number of connections or availability are partially interrupted).
  - **Priority 3:** use of the product/the service is fundamentally possible, but some of its functions appear to be impaired.
  - **Priority 4:** use of the product/the service is fundamentally possible, but some minor functions appear to be impaired.

- (2) Faults diagnosed by telegra

telegra shall inform the client, if so agreed and within the response time agreed under point III., 2 (4), of any priority 1 or 2 faults detected by telegra's monitoring equipment. Notification shall be made via a Fault Verification Report in text format to the appropriate and separately notified contact persons indicating the ticket number and:

- the services/products affected,
- the potential cause of the fault, insofar as known,
- the anticipated downtime, as far as foreseeable,
- the fault priority category identified at that time.

The fault clearance time assigned to the priority category in question shall commence with the sending of the Fault Verification Report at the latest. Once the fault has been rectified in full, the client shall receive notification of the fault's rectification by e-mail specifying the affected product/service, the priority category/categories of the fault, the cause of the fault and the fault clearance time/downtime.

(3) Faults reported by the client

- Fault reports from the client can be received 24 hours a day from Monday to Sunday.
- The client may make use of a service hotline. During service hours, faults in priority categories 1 and 2 may be reported using any channel, i.e, also by e-mail or using the contact form; outside of service hours, faults may be reported by using the support service hotline only, to ensure that response times are as guaranteed. Faults of lower priority may be reported any time using the alternative channels.
- Fault reports are received by the support service and passed on to the corresponding escalation levels. Only contact persons nominated by the client are authorised to report faults and obtain information using the service hotline.
- telegra uses a ticket system to manage and document faults. Each fault is given a unique ticket number, of which the client shall be informed.
- The client reports the fault using the service hotline set up by telegra, together with the information required for pre-qualification of the fault by telephone or by e-mail. After receiving the qualified fault report, telegra shall open a 'Trouble Ticket' and inform the client of the ticket number by e-mail.
- The ticket number provided to the client must be specified with each enquiry relating to the fault in question. The ticket number must be provided in the subject line of all e-mails.
- In the event that a fault is present, the client shall receive a Fault Verification Report in text format within the respective response time; otherwise, the client shall receive a notification that, in the view of telegra, there is no fault at present. The Fault Verification Report shall contain the following:
  - the affected services/products,
  - a possible cause of the fault, insofar as known,
  - the foreseen downtime, insofar as this can be predicted,
  - the priority category of the fault defined at this point in time.

(4) Response and fault clearance time

The average fault clearance times specified below apply to all faults under the technical responsibility of telegra. The average fault clearance time refers to the average fault clearance value measured over the calendar year for all faults in the respective priority category.

Priority	Response time	Average fault clearance time
Priority 1	1 hour	6 hours
Priority 2	1 hour	12 hours
Priority 3	72 hours	earliest possible development sprint
Priority 4	72 hours	not specified

### 3 Fault clearance time

- (1) The fault clearance time begins with diagnosis of reported or self-diagnosed faults by telegra, at the latest upon telegra sending the Fault Verification Report, and ends when the fault ends, at the latest upon telegra sending a notification of rectification of the fault. The fault clearance time is calculated in accordance with the following paragraphs (2) and (3).

- (2) Times for maintenance work, delays caused by the client or third parties and periods during which force majeure prevents fault clearance work from being carried out are not taken into account when calculating the fault clearance time. The same also applies to times for the rectification of faults not in the range of services of telegra.
- (3) The fault clearance time is adhered to if the fault is rectified within the agreed fault clearance time (item III. 2 (4), 3rd column) at least to the extent that the key functionalities of the commissioned services are restored. This is the case even if the key functions are made operable by a previous release or reasonable workaround, e.g. of the software used, and notification of fault rectification has been provided. The fault clearance time is also adhered to if a fault in the network of another network operator is determined as the cause of the fault.

## 4 Escalation

- (1) Faults received undergo an established handling process.
- (2) telegra shall inform the client of the contact persons for each escalation level, who shall serve the client within that level.
- (3) In the event that fault clearance of the technical connection does not take place within the specified average fault clearance time, the client shall be entitled to elevate the escalation level of the fault in question by contacting the escalation contact person nominated by telegra.
- (4) Elevation of the escalation level shall lead to prioritised handling of the fault; a reduction in the fault clearance time is not, however, guaranteed.

## 5 Fault processing and conclusion

- (1) Where possible, the fault shall be rectified by means of remote maintenance and/or replacement of faulty components (e.g. in the case of a router) with functioning replacement parts or a replacement device on the client's premises. All requisite activities shall be coordinated by the support service.
- (2) Faults relating to hardware and software in the telgra network shall be rectified by telegra on-site in its data processing centres.
- (3) The client shall be informed in text format when the fault has, in the view of telegra, been rectified. The fault rectification report shall inform the client of the product/service affected, the fault priority category/categories, the cause of the fault and the fault clearance and downtimes. After sending this notification, fault time measurements shall be terminated.
- (4) The client can object to the fault rectification report within 24 hours. If an objection is not received, the fault ticket shall be closed without further consultation. The time taken to receive any client feedback is not taken into account when calculating the fault clearance time.

## 6 Third-party equipment

- (1) These services relate solely to products/services commissioned by the client from telegra. Third-party equipment (e.g. internet connection) that is outside of the service range of telegra or that does not form part of the commissioned product/service shall not be included. Similarly, faults in networks of other network operators are not covered by this Agreement.
- (2) If, as part of the fault clearance process of a fault reported by the client, it appears that the fault is not within the range of services or area of responsibility of telegra and has been caused by the client, telegra reserves the right to charge the client the agreed hourly rate for all work involved in attempting to clear the fault as well as for all subsequent clearance attempts on account of the same cause.

## 7 Maintenance work

- (1) To preserve the quality of highly available and high-performance services, changes (e.g. updates) and improvements to the infrastructure, the hardware, the software, applications and processes used are required. These activities shall be carried out in specific time windows.
- (2) Predictable access or backbone maintenance work shall generally be carried out between 12.00 am and 6.00 am between Sunday and Thursday. Emergency changes shall, if possible, also be carried out in this time.
- (3) In the event of predictable access and backbone maintenance work, telegra shall inform the client five calendar days beforehand using the telegra Control web tool. In the event of unpredictable urgent fault rectifications, information shall be provided at short notice where possible.
- (4) During the maintenance windows, telegra shall be entitled to put its technical equipment out of service to the extent necessary.
- (5) The times required for the maintenance work as referred to in paragraphs (1) and (4) above are not taken into account when calculating the fault clearance times or downtime.

## 8 Obligation of the client to cooperate

- (1) The client shall work with telegra and lend all objectively necessary cooperation to aid fault rectification. In particular, the client shall provide telegra with access to all information and software to which telegra requires access for fault rectification.
- (2) telegra shall not be liable if fault clearance proves unsuccessful or is delayed on account of the client failing to cooperate or provide information, or failing to do so promptly. Such delay times shall neither be taken into account when calculating the fault clearance time nor when calculating the downtime within the calculation of availability.
- (3) The power supply for the components provided and other requisite power-operated devices shall be the responsibility of the client, except in the case of telecommunications system components hosted by telegra. The client shall bear all costs and expenses.

## IV. Technical performance parameters

### 1 Availability

(1) The average calendar year availability offered by telegra for the following products/services is as follows:

Connection and handling of calls	
Provision and scheduling of calls	98.0%
Services provided	99.0%
Services	
Virtual telephone system (software and hardware)	99.0%
ACD system (software and hardware)	99.0%
Web-based operator and user interfaces (e.g. WebRTC, Control)	95.0%

(2) Availability refers to the availability at the transfer interface of telegra to the public internet or public voice network and is calculated as follows:

$\% \text{ availability} = [1 - (\text{sum of minutes in calendar year during which the product/service is not available for use (downtime within priority category 1)}) : \text{sum of minutes in calendar year}] * 100.$

(3) The following times are not taken into account when calculating downtime in accordance with paragraph (2):

- Times for fault clearance within priority categories 2 to 4,
- Times for maintenance work,
- Times during which force majeure prevents fault clearance work from being carried out on the diagnosed or reported faults,
- Delay times induced by the client or a third party.