

eTrusted Feedback Platform Service Level Agreement (SLA)

This Service Level Agreement (hereinafter also SLA) applies to the use of the feedback platform:

1. Definitions

Downtime: The time during the availability period in each month when the feedback platform is considerably impaired, so that the user is not able to use the feedback platform in accordance with the specifications. Downtime does not include: (i) times when there is an exclusion; (ii) times when there is a defect in priority levels 3 and 4; and/or (iii) downtime scheduled by Trusted Shops in accordance with Section 4.

Exclusions mean: (i) unavailability due to circumstances beyond the reasonable control of Trusted Shops (force majeure), including but not limited to natural events, acts of government, emergencies, natural disasters, floods, fire, war or acts of war, acts of terrorism, sabotage, hacker attacks or cyber attacks, strikes or other circumstances outside the sphere of influence of the parties; (ii) outages of lines or the Internet for which a party is not responsible; (iii) interruption or unavailability resulting from customer's unauthorised or unlawful use of the feedback platform, or interruption resulting from customer's misuse, misconfiguration, improper use or damage to the feedback platform; and/or (iv) problems resulting from the actions, errors or omissions of the customer or a third party or from services and/or software not provided by Trusted Shops.

Resolution time: The maximum time available to Trusted Shops to rectify the defect is calculated from the time Trusted Shops responds to the customer notification and based on the business hours of the Trusted Shops headquarters in Cologne, Germany (CET only). The resolution time is calculated on the basis of business hours, except for Priority 1 resolution time, which is calculated in hours.

Operating time is the time during which the feedback platform works according to specifications, i.e. during which the platform does not have any downtime. The functions of the feedback platform include incoming data connections for sensor events and the provision of feedback, outgoing data connections for the sending of review requests and the accessibility of the review profile as well as the retrievability of the review widgets and control components for the configuration and management of the services (i.e. Control Centre) by the customer. **Expected operating time** means the percentage of operating time that Trusted Shops will maintain according to the agreed service level in accordance with Section 2 and also includes scheduled downtime.

Defect: In general, any errors, defects, malfunctions or failures of the feedback platform that result in the software not meeting the agreed specifications or the service levels (or otherwise in accordance with this agreement) or that otherwise cause downtime.

Scheduled downtime: The period that Trusted Shops has planned for the maintenance of the platform during the availability period applicable for this month and in accordance with Section 4.

Business hours is the time during which regular customer enquiries are processed at Trusted Shops, namely Monday to Friday from 9:00 a.m. to 5:00 p.m. Public holidays at the registered office of Trusted Shops AG are excluded from this. Times are given in Central European Time (CET). In addition, customer enquiries are only accepted and processed if this is the result of this SLA.

Customer enquiry: Any support request sent by the customer to Trusted Shops. This includes a customer notification, as well as any other request that is not associated with a defect.

Customer notification: Any notification by a customer requesting support in the event of a defect.

Priority 1 (P1) Fatal defect (highest priority): A defect that results in the feedback platform being essentially unusable for the customer, with no workaround possible, and the customer being completely unable to execute any function within the feedback platform.

Priority 2 (P2) Critical defect (high priority): A defect that results in one or more functions of the feedback platform being significantly impaired and the ability of users to work and perform being substantially restricted.

Priority 3 (P3) Significant defect (medium priority): Use of the feedback platform by the customer is significantly, but not substantially impaired, the user-friendliness is reduced, but the function is not considerably restricted. A workaround is possible.

Priority 4 (P4) Cosmetic defect (low priority): Use of the feedback platform by the customer is not considerably impaired. However, there are some small bugs and/or errors that need to be fixed.

Response time: The maximum time available to Trusted Shops for the first response to a customer notification is calculated from the time of the customer notification and based on the business hours. A ticket is created.

Service level package: The respective package purchased by the customer and relevant to the user agreement signed between Trusted Shops and the customer.

Service credit: The credit that Trusted Shops grants the customer.

Actual availability: The monthly percentage of operating time calculated in accordance with Section 3 of this Service Level Agreement.

Availability period: The basis for measuring operating time and expected operating time, calculated on a 24/7 basis within a calendar month.

2. Service level

Costs	Included	
Expected operating time	99.8% per month	
Support	Response time	Resolution time
Fatal defect (service not available)	8 hrs	16 hrs
Critical defect (service only available to a limited extent)	16 hrs	24 hrs
Significant defect (service limited, but workaround possible)	36 hrs	To the best of our ability
Cosmetic defect	To the best of our ability	To the best of our ability
Service credit	If actual availability is <99.8% but >99% for 3 consecutive months, then 10% of the annual fee.	

If actual availability is <99% but >95% for 3 consecutive months, then 15% of the annual fee.

If actual availability is <95% for 4 calendar months in a year, then 25% of the annual fee + refund of all fees paid in advance and the right to immediate termination of the contractual relationship.

3. Availability:

Trusted Shops guarantees the expected operating time in accordance with Section 2. The expected operating time is calculated on the basis of the availability period. Trusted Shops are in default under this Service Level Agreement if the specifications in accordance with the table in Section 2 are not complied with. The percentage of operating time (actual availability) is calculated as follows:

$$\left[\left(\frac{\text{Expected operating time} - \text{Downtime}}{\text{Expected operating time}} \right) * 100 \right]$$

4. Scheduled downtime

Trusted Shops may be required to perform maintenance of the feedback platform from time to time. This may result in a partial outage, which is treated as a scheduled downtime in accordance with the provisions of this Service Level Agreement.

Trusted Shops will use its best efforts to (i) announce a scheduled downtime at least seven (7) days, but no later than twenty-four (24) hours in advance, (ii) carry out the maintenance work outside of business hours and, if possible, on Sundays between 00:00 and 05:00 a.m. (CET) or, if this is not possible, (iii) keep a scheduled downtime as short as possible in order to avoid significant effects on use of the feedback platform by the customer.

Moreover, this SLA does not apply in the event of impairments to the availability, disruptions or other deviations of the services agreed in this SLA, if these

- are based on the customer's failure to comply with its contractual obligations; or
- are due to late payment by the customer.

5. Support

Trusted Shops provides year-round support for all customer enquiries during business hours.

Customer enquiries received outside of business hours are deemed to have been received on the following working day. Support requests must be sent by e-mail either to the responsible Customer Success Manager or to members@trustedshops.com.

Support only includes applications that are developed, implemented and hosted in a data centre of the contractor by the contractor and only those measures that are necessary to maintain the functions of the feedback platform.

6. Customer notifications

Trusted Shops makes every effort to keep the feedback platform free of defects during the entire licence period. However, if a defect occurs, a customer notification must be sent to Trusted Shops. Any customer

notification is addressed to Support as described in Section 5 and includes a detailed description of the defect. The receipt of a customer notification by Trusted Shops in accordance with business hours is considered the notification time. The notification time constitutes the starting point for calculation of the time available to Trusted Shops for rectification in accordance with Section 2. Trusted Shops ensures that every customer notification is handled in accordance with the agreed specifications for response time and resolution time.

7. Service credit

If Trusted Shops cannot guarantee the specifications for the expected operating time or resolution time, Trusted Shops grants the customer a corresponding service credit resulting from a breach of the agreed service level as described in Section 2. In the event of a breach of the specifications for the expected operating time or resolution time, which could lead to a service credit, the customer is obliged to inform Trusted Shops no later than fifteen (15) days after the right to a service credit first arises. In this case, Trusted Shops grants the service credit as a discount or credit note for the next invoice. If the customer is entitled to do so and decides to terminate the contractual relationship with Trusted Shops and a service credit is outstanding, Trusted Shops has ninety (90) days to make a repayment to the customer, starting from the date of termination of the user agreement.