

§ 1 General

This Agreement on the provision of operational support ("Service Level Agreement" or short "SLA") comes into effect between ASC Technologies AG ("ASC") and the legal entity ("You" or "Licensee") subscribing to the ASC cloud services ("Services"), according to the underlying legal act ("Subscription").

If the Services have been ordered via an online portal, You accept the terms of this SLA and other applicable documents (cf. § 9 section 2) by activating the check box "I agree" and accessing the Services; otherwise by accepting the relating offer issued to You by ASC.

You confirm that You have read and understood this SLA and that You accept to be bound by compliance to it. If You do not agree to all of its terms, You should not access or otherwise use the Services, as no license has been granted.

You confirm with the order that you act for the legal entity and on its behalf and that you can provide proof of corresponding legitimation upon request by ASC.

ASC and You are hereinafter referred to collectively or individually as "Party(ies)".

§ 2 Principles of Service Provision

The type, scope and nature of the provided Services are determined by the Subscription.

Within the scope of this SLA, ASC shall provide the Licensee with the subscribed Services ready for operation and guarantee their availability. The Licensee shall provide ASC with the required information to do so in advance. The Services are deemed to have been provided ready for operation once ASC has informed the Licensee that they have been activated for usage.

THE LICENSEE IS OBLIGATED TO GUARANTEE THE SUPPORT AND ADMINISTRATION OF END USERS, THE PROVISION OF BASIC SERVICES AND THE ADMINISTRATION OF BASIC SYSTEM FUNCTIONS (SO-CALLED "LEVEL 1 SUPPORT") ON IT'S OWN RESPONSIBILITY.

This can be done by the Licensee holding available a sufficient number of accordingly qualified resources ("Appointed and Authorized Persons") for this purpose or by effectively transferring the provision of Level 1 Support to a reseller ("Partner") authorized by ASC.

The qualification of the Appointed and Authorized Persons must be obtained and maintained in accordance with ASC's training specifications.

If the Licensee is a Partner who provides the subscribed Services to an end customer, the Partner regularly provides Level 1 Support.

THE PROVISION OF LEVEL 1 SUPPORT BY ASC IS EXPRESSLY NOT A SERVICE COMPONENT OF THE SUBSCRIBED SERVICES OR OF THE OBLIGATIONS THAT CAN BE DERIVED FROM THEM FOR ASC.

Contact with ASC is established exclusively by authorized service personnel of the Licensee or of the Partner and during service hours according to § 6.

§ 3 Service Availability and Monitoring

ASC guarantees the availability of the Services with a monthly average of 98.0 % in terms of the recording function.

When using the "Compliance Recording" or "Compliance Recording & Analytics" service of "ASC Recording Insights for Microsoft Teams", ASC guarantees the availability of the Services with a monthly average of 99.9 % in terms of the recording function.

If "dial-in" is used, the availability of the SIP trunk is subject to the terms and conditions of the respective SIP trunk provider.

The Services are to be regarded as unavailable as long as an incident of the "SOS/Emergency" category persists.

The calculation of availability excludes times in which the Services are unavailable due to circumstances of Force Majeure. Furthermore, and without being taken into account for the guaranteed availability rate, ASC may restrict access to all or certain Services (i) if the security of operation or the maintenance of service, software or data integrity requires it; or (ii) if scheduled maintenance or changes according to § 5 are due, provided that the Licensee has been notified in advance.

§ 4 Incident Management und Answering Service Requests

(1) Service Desk of the Licensee

The Licensee commits itself to a conscientious performance of its obligations under this Agreement.

The Licensee has its own Service Desk and provides sufficient and accordingly qualified resources, tools, and processes for it. This includes the provision of sufficient numbers of qualified staff according to ASC's training requirements. ASC reserves the right to audit the Licensee's compliance with these requirements and will request participation in additional trainings to keep the Licensee's staff at the required certification level at any time.

The Licensee accepts and answers the requests of end users. In case of incident reports, the Licensee qualifies them and forwards them to ASC if they meet the required preconditions. No direct contact between end users and the ASC Service Desk is intended.

The Services are so-called "self-service products": the administration of tenants and end users lies within the sole responsibility of the Licensee. ASC offers no consultation in connecting applications to the ASC system which go beyond the recommendations on existing interface specifications unless ordered to do so against charge.

At any rate, the Service Desk of the Licensee is responsible specifically for the following tasks:

- (i) Call Desk: Interaction with end users
- (ii) Training of end users regarding configuration and usage
- (iii) Provisioning and configuration
 - Initial provisioning and configuration at the end user's place
 - Adjustments of the customer configuration
 - Performing so-called move/add/change services for the end users
 - Acceptance and answering of customer requests
 - Checking the configuration as the first step of incident management
- (iv) Level 1 Support for end users
 - First check of the incident
 - Contacting the end users
 - Implementation of remote support measures to diagnose and solve the incident
 - Requesting support in investigating the incident during Level 2 Support, if required.
 - Identification of the underlying problem requiring additional investigation.
 - Closing incident report
- (v) Delivering ASC with reports on resolved service requests and incidents

(2) ASC Service Desk

It is the task of the Licensee to report incidents according to § 4 section 3 to ASC. ASC will then generate an incident ticket and send the Licensee a confirmation e-mail containing the ticket number.

ASC Service Desk is responsible for Level 2 Support (troubleshooting) including:

- Problem investigation and searching for a solution;
- Incident ownership during the entire cycle of processing the incident;
- Request Level 3 Support in troubleshooting, if required;
- Keeping Level 1 Support up to date about the progress; and
- Supporting Level 1 Support in troubleshooting.

If the Licensee does not deliver the information required to open the incident ticket or to perform a diagnosis during processing of the ticket or is not available for questions, ASC will temporarily suspend the processing of the incident report until receiving the necessary information.

Incidents can be reported to ASC Service Desk at any time (24x7) Incident tickets are processed exclusively during the service hours according to § 6.

(3) Reporting Incidents

When the Licensee reports an incident, ASC creates an incident ticket including the incident category according to § 4 section 4. Incidents must be reported in German or English and must at least include the following information:

- (i) Subscription
- (ii) Contact data
 - Name of the person reporting the incident
 - E-mail address
 - Phone number
- (iii) Description of the incident
 - Affected service
 - Affected customer(s)
 - Number of affected end users (one or several) and their applications
 - Client type
 - Possible classification
 - Short description of the incident including the exact incident time
 - Detailed description where appropriate

If the required information cannot be provided by the Licensee despite a complaint by ASC, the ticket will not be processed any further by ASC's Level 2 Support until having received all relevant data.

ASC reserves the right to a final classification of the ticket.

Both ASC and the Licensee shall ensure that they keep adequate documentation of all monthly resolved incident tickets and service requests, as required by law, state or governmental authority.

(4) Incident Categories

ASC classifies incidents according to their urgency and impact for the Licensee in one of four (4) fault priority classes:

- (i) SOS/Emergency: Incident which completely affects the usage of the Service in its main functions.
 - Any incident that results in a loss of recording function or data, or if it persists, would result in such loss.
 - Any incident that results in a loss of recording control to start and stop recordings.
 - Loss of connectivity to a service provider switch or PBX.
 - Any incident that results in data corruption causing a failure of the solution or of a solution component to process data.
- (ii) Priority 1: Incident which significantly affects the usage of the Service in its main functions
 - Any degradation in recording capacity or traffic handling capability
 - Any incident that results in loss in the ability to search and replay recordings
 - Loss of API interface connectivity (when not used to start and stop recording, e. g. for provisioning)

- (iii) Priority 2: Incident which impacts the usage of the Services
 - Degradation of access for routine administrative capability
 - Any incident not listed above which impacts the functionality of the Services
- (iv) Priority 3: Incident, which does not impact the functionality of the Services
 - A software incident which does not affect the functionality of the Services
 - Any other incident or request that is not covered by the previous categories

(5) Restoration of Services and Troubleshooting

The responsible Service Desks of both Parties undertake to ensure that the status of the incident resolution is documented in their respective ticket systems. Any communication must include the incident ticket number of ASC I-XXXXXX as well as a description of the incident.

Once the Service has been restored, ASC documents all relevant details in its ticket system.

If in the course of troubleshooting both Parties identify an incident cause that cannot be attributed to ASC, the ticket in question will be downgraded to priority 3. In such cases and if the effort of ASC would be disproportionately high which is indicated by ASC during troubleshooting, ASC reserves the right to charge the costs incurred for support in accordance with valid service prices.

When closing the ticket, ASC informs the Licensee by sending an e- mail from the ticket system.

(6) Response and Resolution Times

Upon opening an incident ticket, a first reply is sent to the Licensee and the Appointed and Authorized Persons by ASC within the response times indicated below. An incident ticket is considered to have been received as soon as all information according to § 4 section 3 is available.

Fault Priority Class	Response Time after Fault Report	Target Time for Problem Resolution
SOS / Emergency	2 hours	1 working day
Priority 1	4 hours	10 working days
Priority 2	8 hours	30 working days
Priority 3	next working day	60 working days

The above Response and Resolution Times are valid from Monday – Friday from 8:00 a.m. to 18:00 p.m. CET/CEST (excluding public holidays in Germany/Bavaria).

The guaranteed availability times do not apply in the following cases:

- Interruptions requested by the Licensee or end user
- Service interruptions or restrictions due to negligent or omitted actions or errors on the part of the Licensee or an authorized end user
- Service interruptions or restrictions due to a power failure at the end user's site
- Delays caused by the Licensee or end user which are not to be taken into account in the above-mentioned service times

- Service interruptions or restrictions due to unauthorized or illegal use of the Services
- Service interruptions or restrictions due to incorrect, incomplete or inaccurate instructions or information from Licensee
- Failures due to errors from an upstream supplier
- Force Majeure

Scheduled activities according to § 5

(7) Cooperation with Third Parties

Incident diagnosis by ASC may show that defective connectivity or other products/services on the part of the Licensee are the root cause. In such cases, the Service Desk of the Licensee shall be informed by ASC and the ticket will be set to "on hold".

(8) Obligation to Provide Mutual Support

ASC and the Licensee are committed to support each other in technical analyzes. This support includes sending configuration data and log files from the systems (as far as technically and under data protection aspects possible) as well as creating trace files at interfaces and carrying out error analyses.

§ 5 Scheduled Activities

(1) General Clarification

Scheduled activities comprise changes like functional add-ons or improvements, changes in the infrastructure, scheduled maintenance work as well as installation of software fixes which affect the performance of the Service.

ASC classifies changes in the following two (2) categories:

(i) Standard changes

Standard changes do not affect operation and therefore do not have to be approved of in advance. Standard changes are not announced in advance but carried out in the maintenance windows listed below. If a standard change is supposed to be carried out outside the defined maintenance window, ASC will inform the Licensee subject to the lead time indicated below.

(ii) Changes in case of an emergency

Changes that have to be implemented immediately are classified as an "emergency". They serve to avoid or reduce downtimes and service restrictions as well as to minimize risks for security and data.

(2) Maintenance Window

Scheduled activities are generally carried out within the regular service hours of ASC (cf. § 6).

The Licensee may neither prohibit, refuse nor prevent scheduled maintenance work. ASC must be able to carry out necessary maintenance work in the interest of its existing customers. This includes changes in emergency cases possibly without notice.

(3) Lead Times

Maintenance work outside the maintenance windows (where appropriate also maintenance work within the maintenance windows) is communicated effectively by means of an announcement at the portal ASC XCHANGE.

The Licensee is obligated to establish appropriate processes to ensure that such notifications will be noticed in due time. If the Licensee has provided ASC with an e-mail address, a notification will be sent to this e-mail address as an additional service - but without guarantee.

ASC shall comply with the following lead times before starting any maintenance work:

- Standard changes outside the maintenance windows: Two (2) working days

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- Changes in emergency cases: immediately, i. e. without lead time

Default changes outside the maintenance windows will be announced by ASC at the latest until noon of the previous day so that the respective day can be counted as lead time. When calculating the lead time, the day on which scheduled activities are carried out shall not be counted as working day.

§ 7 Contact Data of the Licensee

THE LICENSEE IS OBLIGATED TO PROVIDE ASC WITH THE CONTACT DATA OF ITS APPOINTED AND AUTHORIZED PERSONS UPON TAKING THE SERVICES INTO OPERATION IN A STRUCTURE BY ANALOGY WITH § 6 IN WRITING BY IT'S OWN ACCORD. IN THE ABSENCE OF THIS CONTACT DATA, ASC WILL NOT BE ABLE TO FULLY PROVIDE THE SERVICES OR MAY REFUSE TO PROVIDE THEM.

§ 8 Warranty Disclaimer and Limitation of Liability

ASC's overall liability – aggregated, due to whatever reason and legal ground – shall be limited to the cumulated Subscription or Usage Fees of the last three (3) months before damage has been claimed.

Unless otherwise provided by law, ASC shall not be liable for any direct or indirect damages (damages to property or personal injury, financial or immaterial damages, downtimes, loss of income, anticipated profits or business opportunities, or consequential damages) arising from or related to any Services or this SLA.

This limitation of liability extends to third parties which have been commissioned by ASC to perform the Services or the services from this SLA.

§ 9 Final Provisions

(1) Prerequisite for the Subscription

This SLA is a constitutive element of the Subscription and a prerequisite for its effective conclusion. It takes effect upon the conclusion of the Subscription, is valid for the entire period of the Subscription and ends with the Subscription.

Should You object to this SLA or refuse to give a required confirmation of terms that may have been changed within the scope of a software update or upgrade, further usage of the Service is prohibited.

The granted rights of usage shall then be suspended in their entirety and without entitlement to reimbursement of any payments that may have already been made.

(2) Applicable Documents

Supplementary to and simultaneously with this SLA the following documents are binding:

- "Terms of Use ASC Cloud Services";
- "Agreement on Data Processing according to art. 28 GDPR";
- "ASC Data Privacy Statement" at www.asc.de;
- applicable "Service Descriptions ASC Cloud Services";
- "Training Requirements Level 1 Support ASC Cloud Services";

and when subscribing to services billed on consumption basis

- "ASC License and Accounting Agreement"

(3) Force Majeure

ASC shall be exempt from performing its obligations under this SLA under circumstances of force majeure.

Examples of force majeure include human-related or natural events such as epidemics, war, strikes, unrest, expropriation, substantial changes in law, earthquakes, storms, floods as well as other circumstances beyond one's control, in particular power failures and the interruption or destruction of data lines.

Each Party must immediately inform the other Party about the occurrence of an event of force majeure in written form.

(4) Entire Agreement

These terms and conditions constitute the entire Agreement between the Parties regarding the subject governed by this Agreement. They supersede any and all other agreements, oral or written, relating to such subject matter that may have been concluded between the Parties prior to the date of this Agreement. In the event of a conflict between this Agreement and other documentation, the terms of this Agreement shall govern.

(5) Written Form Requirement

Amendments or additions to this SLA must be made in writing to be effective. This shall also apply to amendments of this written form requirement.

(6) Severability Clause

Should any provision of this SLA be or become invalid, this shall not affect the validity of the remaining terms. The Parties shall in such an event be obliged to cooperate in the creation of terms which achieve such legally valid result as comes closest commercially to that of the invalid provision. The above shall apply accordingly to the closing of any gaps in this SLA.

(7) Law and Place of Jurisdiction

This SLA shall be governed by the laws of the Federal Republic of Germany; place of jurisdiction is Aschaffenburg, Germany.

(8) Precedence of the German Text

Should conflicts or difficulties of interpretation arise, the German text of this bilingual SLA shall be binding.