

SERVICE STANDARD FOR APPLICATION SERVICES (SSAPP).

1. DEFINITIONS

Certain capitalized terms, not otherwise defined in this document, will have the meanings set forth in the Contract. The following capitalized terms will have the definitions set forth below:

1. **“Error”** mean any material nonconformity of the Application Service with the Documentation. Errors are categorized by relayr into the following severity levels:

Problem P1 – “CRITICAL”: Critical production issue that severely impacts use of the Application Service: Application Service is down or unavailable; data corrupted or lost and must be restored or recovered; a critical documented feature / function is not available.

Problem P2 – “MAJOR”: Major functionality is impacted or significant performance degradation is experienced; substantial impact on Customer’s business operations: Application Service is operational but substantially degraded performance; important features of the Application Service are unavailable, operations can, however, continue in a limited scale.

Problem P3 – “MINOR”: Partial, non-critical loss of use of the Service with a medium-to-low impact on the business operations of the Customer.

Problem P4 – “REQUEST”: Inquiries regarding a routine technical issue such as Improvements; information requested on Services capabilities; an Error affecting only a small number of users.
2. **“Business Hours”** are specified in Sec. 4.
3. **“Technical Support”** means the provision of responses by qualified relayr personnel to questions from Eligible Customer Personnel (as defined below) related to use and operation of the Application Service, including basic instruction or assistance related to Errors within the Application Service.
4. **“Update”** means any version of the Application Service, developed subsequent to the Effective Date, which implements minor improvements or augmentations, or which corrects errors. relayr will provide documentation that will accompany each Update and such documentation will be considered part of the Documentation.
5. **“Upgrade”** means any version of the Application Service, developed subsequent to the Effective Date, which implements additional features or functions, or which produces substantial and material improvements with respect to the utility and efficiency of the Application Service, but which does not constitute merely an Update, and which is not marketed by relayr as a separate product and/or service. relayr will provide documentation that will accompany each Upgrade and such documentation will be considered part of the Documentation.

2. SYSTEM PERFORMANCE AND AVAILABILITY

1. **Hosting.** Customer hereby agrees and understands that relayr has entered into an arrangement with a third party provider for the hosting of the Application Service (“**Hosting Services**”), whereby such third party performs the hosting obligations (the “**Third-Party Hosting Provider**”). Customer acknowledges and agrees that the Third-Party Hosting Provider’s service levels, use policies and terms of service will apply to the Hosting Services and that Customer is bound by such terms of service and use policies available at <http://aws.amazon.com/service-terms/> and that relayr will not be subject to any warranty or liability exceeding the service levels offered by the Third-Party Hosting Provider with respect to the Hosting Services.
2. **Application Service Availability.** Even where the Hosting Services are available, relayr does not warrant that use of the Application Service will be uninterrupted or always error-free. relayr shall only provide a service level of 99,99 % average Availability of the Application Service during Business Hours for each full calendar quarter of the Term. The Application Service will normally also be available outside of Business Hours but relayr may use such periods for maintenance. The average Availability percentage shall be calculated per calendar quarter as follows:

$$\% \text{ Availability} = ([\text{BH}] - [\text{DT}]) / [\text{BH}] * 100$$

BH = cumulative Business Hours

DT = cumulative Downtimes

“**Downtime(s)**” shall include only times during Business Hours during which the Application Service is subject to Errors of severity level P1, and no reasonably acceptable work around is available. Non-availability of the Application Service due to non-availability or errors of the Hosting Services or due to circumstances for which relayr is not responsible, such as disruptions of the internet or public communications networks, is not considered a Downtime.

If Availability should be less than agreed hereinbefore for reasons imputable to relayr (a “**Service Level Default**”), relayr will, on Customer’s request to be made within 3 months of the end of the respective calendar quarter, offer an appropriate discount on recurring fees, which, during the term of the Contract, shall be offset against future recurring fees and only in the event of termination be payable in cash. The discount shall fully settle any reduction right under Sec. 536 of the Civil Code in connection with the Service Level Default. Claims in damages and relayr’s obligation to resolve the Error, each in accordance with the Contract, shall remain unaffected. The foregoing shall not be deemed an express warranty, guarantee or guarantee of properties.

If Service Level Defaults should occur in 3 or more consecutive calendar quarters of the Term, Customer may terminate the Contract for cause, provided that its notice is issued within one month of the end of the calendar quarter in which the last Service Level Default has occurred.

3. CUSTOMER REQUIREMENTS

1. **Minimum System:** The Service Standard set forth in this document assume that Customer meets the minimum system standards agreed in the Contract or, in the absence of such agreement, published by relayr.

relayr reserves the right to change these minimum standards if future versions of the application require higher specifications.

2. **Additional Customer Obligations:** Except as otherwise agreed between the Parties pursuant to a separate agreement, Customer is responsible for (i) maintenance and management of its computer network(s), telecommunication lines and services, and any servers, software, Web site(s), and any equipment or services related to maintenance and management of the foregoing necessary to access the features and functions of the Application Service; and (ii) correctly configuring Customer's systems in accordance with the Access Protocols.
3. **Reporting of Unscheduled Downtime:** Customer must promptly notify relayr in the event Unscheduled Downtime occurs. Unscheduled Downtime will be deemed to begin when relayr receives accurate notification thereof from Customer, or when relayr first becomes aware of such Unscheduled Downtime, whichever first occurs.
4. **Non-Performance by Customer:** The obligations of relayr set forth in this document will be excused to the extent any failures to meet such obligations result in whole or in part from Customer's or its Authorized End Users' failure(s) to meet the foregoing requirements.

4. TECHNICAL SUPPORT

1. Support Obligations. Subject to Customer's payment of all applicable Fees pursuant to the Contract, Customer will be permitted to designate in writing to relayr up to three (3) Customer personnel for purposes of obtaining Technical Support from relayr ("Eligible Customer Personnel"). relayr will provide Technical Support to such Eligible Customer Personnel by means set forth in the following table:

FORM OF SUPPORT	BUSINESS HOURS
Online Forum	Monday through Friday, 9AM-6PM CET

2. **Customer Access.** Customer shall provide such information and/or access to Customer resources as relayr may reasonably require in order to provide Technical Support under the Contract, including, without limitation, access via the Internet or via direct modem connection to relevant Customer servers, access to Customer facilities, and/or access to, and assistance of, Customer personnel who possess information required by relayr for purposes of performing its obligations hereunder. relayr shall be excused from any non-performance of its obligations hereunder to the extent any such non-performance is attributable to Customer's failure to perform its obligations under this Section 4.2.
3. **Error Corrections.** relayr will use commercially reasonable efforts to adapt, re-configure or re-program the Application Service, as applicable, in order to correct in a timely fashion any Errors reported to relayr by Eligible Customer Personnel, as defined below, provided that if relayr determines in good faith that any such Error is the result of errors or misstatements in the Documentation, relayr may correct such non-conformity solely by amending the Documentation, as necessary, and further provided that any failure or inability by relayr to correct any such Error, or failure or inability to do so in a timely fashion, will in no event be deemed a breach of relayr's obligations hereunder.
4. **Procedural Workarounds.** In the event that relayr fails or is unable to correct any Error, as required by this Schedule, relayr will use commercially reasonable efforts to develop in a timely fashion procedures or routines, for use by Authorized End

Users of the Application Service, which, when employed in the regular operation of the Application Service, will avoid or substantially diminish the practical adverse effects of the relevant Error, provided that any failure or inability by relayr to develop any such procedure or routine, or failure or inability to do so in a timely fashion, will in no event be deemed a breach of relayr's obligations hereunder.

5. **Updates; Upgrades.** From time to time relayr may, in its discretion, develop Updates and/or Upgrades. relayr will, during the Term of the Contract, incorporate such Updates and Upgrades into the Application Service, provided that Customer has paid all fees due under the Contract. Any such Updates and/or Upgrades provided hereunder will be deemed to constitute part of the Application Software and will be subject to all the terms and provisions hereof, including, without limitation, terms and provisions related to rights, usage restrictions and ownership of such Application Service.

5. LIMITATIONS TO TECHNICAL ASSISTANCE.

1. **Eligible Recipients.** relayr shall have no obligation to provide Technical Support, other than to Eligible Customer Personnel.
2. **Technical Support Exemptions.** Unless otherwise agreed by the Parties, relayr shall have no obligation to provide Technical Support with respect to any Error resulting from (i) use of the Application Service other than according to the Documentation and the terms of the Contract; (ii) modification of the Application Service by Customer or any third party, except as expressly permitted by relayr; or (iii) any combination or integration of the Application Service with hardware, software and/or technology not approved by relayr, regardless of whether such combination or integration is permitted under the terms of the Contract.
3. **General Protection of relayr Intellectual Property.** relayr shall not be required to provide Technical Support to the extent the provision thereof might reasonably be expected to jeopardize or harm relayr's rights in any intellectual property, or reveal trade secrets or other proprietary information of relayr not generally available to the public or to Authorized End Users of the Application Service.
4. **No Source Code.** Nothing in the Contract shall be construed to give Customer a right to use, or otherwise obtain access to, any source code from which the Application Service or any portion thereof is compiled or interpreted.
5. **Compliance with Third-Party Constraints.** relayr shall not be required to provide Technical Support to the extent the provision thereof would violate relayr's obligations to its third party licensors and suppliers with respect to such third parties' intellectual property.

6. FUTURE CHANGES.

relayr may at any time introduce changes to the Application Service which may deviate from current documentation to the extent that the quality of service is at least equal to what is currently stated on the documentation taking into account also the Customer's specific requirements (e.g. in view of the software or hardware operated by the Customer). relayr will update the documentation following such changes.