

# Service Level Agreement

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This Service Level Agreement (the “SLA”) is a part of the Agreement between Wonderwerk and Customer. Capitalized terms used but not defined in this SLA will have the meaning assigned to them in the GTC or the Order Form. In case of any discrepancy between the Order and this SLA, the Order Form shall prevail.

## 1. Support

Friendly, efficient, and educated support is a part of Wonderwerk’s culture. We do what we can to give our customers an answer within minutes after their request.

## 2. Definitions

“After Hours Support Request” means a Support Request requiring Wonderwerk to provide support outside Business Hours.

“Business Days” means any day other than weekend and public holiday in Germany.

“Business Hours” means 9 a.m. – 5:00 p.m. CET on Business Days.

“Downtime” is the total accumulated minutes during which the Services are unavailable or inaccessible. Downtime does not include unavailability of the Services due to factors

outside Wonderwerk's reasonable control, including, without limitation, force majeure events and network, Internet, or other access or availability problems beyond the demarcation point of Wonderwerk.

"Maximum Available Minutes" is the total accumulated minutes from 0:00 a.m. – 12:00 p.m., CET, Monday – Sunday.

"Response Time Commitment" means four (4) hours or less during Business Hours for the first reply time (the time between the Customer submits a request to Wonderwerk support and the first reply by Wonderwerk support to the Customer).

"Response Time Service Credit" means 2% of the applicable Annual Fee credited to Customer following Wonderwerk's claim approval.

"Standard Support" means support via email within Business Hours and self-service support using Wonderwerk's online Help Center that is accessible to everyone.

"Support Request" means a request for support by Customer filed with Wonderwerk under the terms of this SLA to fix a defect in the Services or that involves support regarding the functionality of the Services.

"Uptime Commitment" means the provision of the Services with an Uptime Percentage of at least 99.5%.

"Uptime Percentage" is calculated using the following formula:

$(\text{Maximum Available Minutes} - \text{Downtime}) \times (100 / \text{Maximum Available Minutes})$

"Uptime Service Credit" is the percentage of the Applicable Annual Fee credited to Customer following Wonderwerk's claim approval as set forth below:

<b>Yearly Uptime Percentage</b>	<b>Uptime Service Credit</b>
Above or equal to 99.5%	None
99.4%-90%	5%
89%-80%	50%
79% or less	100%

### **3. Availability**

Wonderwerk will guarantee the Response Time Commitment for any Support Request lodged by Customer under this Agreement.

In the event that Wonderwerk fails to comply with the Response Time Commitment more than three (3) times within an annual period, Customer has the right to claim a Response Time Service Credit. In order for Wonderwerk to consider a claim, Customer must submit the claim by emailing Wonderwerk at [info@wonderwerk.co](mailto:info@wonderwerk.co) and citing the applicable invoice number the Response Time Service Credit is claimed against. The Response Time Service Credit shall be deemed waived unless Wonderwerk receives the foregoing email request claiming a Response Time Service Credit within thirty (30) days of the end of the applicable annual period. Wonderwerk will apply such Response Time Service Credit to any future payment of fees occurring after the annual period in which the Response Time Service Credit was earned. Service Credits are Customer's sole and exclusive remedy for any response time issues relating to response times.

### **4. Request & Response**

Support Requests are organized via a Software as a Service (SaaS)-based Help Desk. Wonderwerk's Help Desk tracks all problem reports, inquiries, or other types of calls

received by the Wonderwerk support team. Furthermore, it also contains logs of all activities related to each Support Request.

Customer can submit a Support Request by sending an email directly to [info@wonderwerk.co](mailto:info@wonderwerk.co) or by using the chat icon in the Wonderwerk software.

Support Requests are accepted by the Wonderwerk support team within Business Hours. All Support Requests received outside Business Hours will be handled on the following Business Day.

On the first in-person response, the Wonderwerk support representative classifies the Support Request, requests additional information if needed, and informs Customer that the Support Request is being reviewed by Wonderwerk's support staff.

Customer must document the nature of the problem and provide all information required by Wonderwerk to open and process the Support Request.

After the first response, the Wonderwerk support team will keep Customer informed on the status of the Support Request (e.g. steps taken, the estimated resolution time if possible to provide, and any necessary request for cooperation from Customer).

## **5. Request Processing**

The resolution time begins when the Support Request (i) is logged within Wonderwerk's support Help Desk, (ii) with all the required information; and (iii) an appropriate procedure has been started.

Once a Support Request has been completed, the completion will be stored and reported in Wonderwerk's Help Desk, together with Wonderwerk's response and resolution time.

Wonderwerk evaluates Support Request to ease the use of the Services on a regular basis.

## **6. Uptime**

In the event Wonderwerk does not meet an Uptime Commitment during any annual period, Customer has the right to claim an Uptime Service Credit. In order for Wonderwerk to consider a claim, Customer must submit the claim by emailing Wonderwerk at [info@wonderwerk.co](mailto:info@wonderwerk.co) and citing the applicable annual period that the Uptime Service Credit is claimed against. The Service Credit shall be deemed waived unless Wonderwerk receives the foregoing email request claiming an Uptime Service Credit within thirty (30) days of the end of the applicable annual period.

Wonderwerk will evaluate all information reasonably available to it and make a good faith determination of whether any Uptime Service Credit is owed. If Wonderwerk determines that an Uptime Service Credit is owed to the Customer, Wonderwerk will apply such Uptime Service Credit to any future payment of Fees occurring after the annual period in which the Uptime Service Credit was earned.

Uptime Service Credits are Customer's sole and exclusive remedy for any availability issues with the Services and will not entitle Customer to any refund or other payment from Wonderwerk. The Customer may not unilaterally offset its Annual Fees for any availability issues.

## **7. New services and Upgrades**

New services and functionalities, as well as modifications and upgrades to the Services and its functionalities will be periodically emailed to the Customer as part of a newsletter.

New or changed processes, practices, or policies that affect Customer, will be presented to Customer via Wonderwerk newsletters sent via email.

To reduce downtime, and when possible, Wonderwerk will carry out upgrades carrying known downtime outside Business Hours. Upgrades may include operating system upgrades, service upgrades, software upgrades, server upgrades, and any other upgrade

as necessary. Scheduled downtime will not be counted towards the total percentage of uptime guaranteed.