

Definitions and service levels for incident resolution

1) Definitions

- **"Emergency Incident"**: an incident which fully or partially prevents usability of the "software" or severely impairs the customer's productive operations (business processes).
- **"High Priority Incident"**: an incident which neither prevents usability of the "software" nor severely impairs the customer's productive operations (business processes), but limits usability of the "software" and has a significant impact on the customer's productive operations (business processes). The impact on the customer's productive operations (business processes) can be reduced to a tolerable level through appropriate workaround measures at the expense of YOOCHOOSE. Multiple severe "high priority incidents" occurring simultaneously may result in an "emergency incident" service.
- **„Normal Priority Incident“**: an incident which impairs the use of contractual services and has only a limited impact on the customer's productive operations (business processes).
- **„Minor Priority Incident“**: an incident which impairs the use of contractual services and has only a minimal, limited impact on the customer's productive operations (business processes).
- **"Response Time"**: the time period between receiving the incident report and commencing incident management by sending an initial status report to the customer.
- **"Workaround"**: a temporary measure designed to minimize the impact of an incident for the customer in a timely manner and to a feasible extent and to enable the customer to continue using the "software" with reasonable effort. YOOCHOOSE may not implement a "workaround" without prior consent of the customer. A "workaround" should never be considered a permanent resolution of an incident.
- **"Resolution Time"**: the time period between receiving the incident report and completing the incident resolution. "Resolution time" is structured according priority levels. These only represent an estimated resolution time; due to the varying complexity of incidents, "resolution times" cannot be guaranteed. "Resolution time" is not identical to "response time".

2) 8x5 service level (business hours, business days)

All incidents are handled on business days.

| Level | Definition | Service YOOCHOOSE |
|-------|----------------------------|--|
| 1 | "Emergency Incident" | <ul style="list-style-type: none"> • "Response time": no later than the day of receiving the incident report within regular business hours • "Resolution time": YOOCHOOSE commences incident resolution within one business day and assigns its employees to this task until the incident has been resolved or an acceptable "workaround" has been found for the customer. |
| 2 | "High Priority Incident" | <ul style="list-style-type: none"> • "Response time": no later than the day after receiving the incident report within regular business hours • "Resolution time": YOOCHOOSE commences incident resolution within two business days and assigns its employees to this task until the incident has been resolved or an acceptable "workaround" has been found for the customer. |
| 3 | "Normal Priority Incident" | <ul style="list-style-type: none"> • "Response time": within three business days after receiving the incident report • "Resolution time": YOOCHOOSE sends an initial response to the incident report requesting further information or clarification within five business days after receiving the incident report. YOOCHOOSE will also take into account a "workaround" as well as software improvements which resolve the incident in a subsequent update. |
| 4 | "Minor Incident" | <ul style="list-style-type: none"> • These incidents do not significantly impair usability of the "software". They will be resolved during regular software development as part of the next release. |

3) 24x7 Service Levels (business hours, business days)

| Level | Definition | Service YOOCHOOSE |
|-------|----------------------------|---|
| 1 | "Emergency Incident" | <ul style="list-style-type: none"> "Response time": four hours after receiving the incident report. The reporting team is to contact the YOOCHOOSE support team via the hotline. "Workaround": eight hours after "response time". "Resolution time": ten business days after providing the "workaround". |
| 2 | "High Priority Incident" | <ul style="list-style-type: none"> "Response time": eight hours after receiving the incident report. The reporting team is to contact the YOOCHOOSE support team via the hotline. "Workaround": 16 hours after "response time". "Resolution time": 40 business days after providing the "workaround". |
| 3 | "Normal Priority Incident" | <ul style="list-style-type: none"> "Response time": four hours after receiving the incident report within regular business hours "Workaround": two business days after "response time". "Resolution time": next release |
| 4 | "Minor Incident" | <ul style="list-style-type: none"> "Response time": next business day after receiving the incident report. "Workaround": five business days after "response time". "Resolution time": next release |

- 4) Incidents are classified according to the above categories by mutual agreement of both parties. If the parties cannot reach an agreement on classifying an incident, YOOCHOOSE classifies the incident under appropriate consideration of the customer's interests.
- 5) If YOOCHOOSE should fail to meet the "response times" specified above, the customer is entitled to reduce compensation accordingly. This service-level agreement does not constitute any contractual warranty. The customer may only assert further claims if an incident is not resolved within an appropriate time frame. Legal warranty claims of the customer remain unaffected by this.
- 6) YOOCHOOSE cannot be held responsible for failing to comply to this service-level agreement if meeting the service level depends on actions taken by the customer or their suppliers and these actions were not taken or not taken in time. If support services of YOOCHOOSE depend on another support team (belonging to the customer or the customer's supplier), YOOCHOOSE cannot be held responsible for violations of this service-level agreement if this support team fails to provide its services in a timely manner.