
Annex B Support Policy

This Annex B – Support Policy, governs the provision of Support Services for the FUAGO SaaS Offering and the FUAGO Software Offering (hereinafter each and as applicable the “**FUAGO Offering**”) offered under the applicable Order Form and the underlying respective General Terms and Services Terms (for reference, hereinafter “**Agreement**”). All capitalized terms used but not otherwise defined herein have the meanings given to them in the Agreement.

1. Definitions

- “**Support Services**” means the support services contracted by Customer from Company in accordance with the Agreement and the applicable Order Form.
- “**Designated Contact**” means the individual(s) within Customer’s organization assigned in accordance with Section “**Appointment of a Designated Contact**” of this Annex B – Support Policy.
- “**Incident**” means an issue relating to the FUAGO Offering that are covered under this Annex B – Support Policy, as specifically set forth herein below.
- “**Response Times**” means the amount of time within which Company’s support team commits to respond to Service Requests (as set forth in Section “**Response Times**” of this Annex B – Support Policy).
- “**Service Request**” means a Customer request as set forth in Section “**Submission of Service Requests**” of this Annex B – Support Policy for assistance from Company with respect to an Incident.
- “**Support Hours**” means the applicable Support Hours. This is Mon-Fri 9:00am - 6:00pm CET, excluding public holidays in the German federal state of Saarland.

2. Contracted support coverage

2.1. Duration

Company shall provide Support Services for the term specified in the respective Order Form.

2.2. Appointment of a Designated Contact

To receive Support Services, Customer shall (i) appoint at least one Designated Contact, (ii) ensure that all Designated Contacts are sufficiently trained on the FUAGO Offering and (iii) notify Company in written form of the names and contact details of the Designated Contact.

2.3. Scope of the Support Services

The Support Services cover the FUAGO Offering as follows:

- a) Access to and use of a general support portal, including a self-service knowledge base and the ability to submit Service Requests for the Designated Contact(s),
- b) The processing of Service Requests during Support Hours,
- c) Processing of an unlimited number of Incidents, and

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- d) Response Times for Incidents as defined in the Section “**Response Times**” of this Annex B – Support Policy below.

2.4. Submission of Service Requests

- a) Customer shall submit all Service Requests via email to support@fuago.io.
- b) Customer shall ensure that the Incident is covered by Support Services under this Annex B – Support Policy.
- c) Customer shall use reasonable efforts to fix any error, bug, malfunction or network connectivity defect before submitting a Service Request to Company.
- d) Customer shall suggest a Priority level according to Section “**Priority definitions**” in this Annex B – Support Policy upon submission of a Service Request. Company reserves the right to review and in its sole discretion change Customer’s Priority suggestion if Company believes that Customer’s suggestion is incorrect and will inform Customer of any such change in its response to the Service Request. Customer may appeal any such reclassification to Company’s support management for review through the available support channel. To successfully challenge a classification by Company, Customer needs to provide proof in accordance with the Priority level definition that Company’s Priority designation was incorrect.
- e) Customer shall provide all requested diagnostic and technical information and assist Company as may be reasonably required to resolve a Service Request.
- f) Company may respond to a Service Request by acknowledging receipt of the request. Customer acknowledges and understands that Company may be unable to provide answers to or resolve all Service Requests.
- g) Company does not demand or require Personal Data for resolving Service Requests, other than the email address of the individual who submits the Service Request for communication purposes. When uploading evidence or information related to an Incident in the form of e.g., log files or screenshots/screen captures, Customer shall ensure that (i) all Personal Data has been anonymized or masked before being uploaded into the support ticket or (ii) if masking or anonymizing the Personal Data is technically impossible, the respective Individual has consented to the processing of the related Personal Data or Customer has another legal basis according to applicable data protection law, in particular the GDPR.

2.5. Priority definitions

- a) “**Severity 1 – High Severity**” means an Incident that renders the FUAGO Offering inoperative or causes the FUAGO Offering to fail catastrophically.
- b) “**Severity 2 – Medium Severity**” means an Incident that substantially degrades the performance of the FUAGO SaaS Offering or materially restricts Customer’s use of the FUAGO Offering.

- c) **“Severity 3 – Low Severity”** means an Incident that causes only a minor impact on the performance of the FUAGO Offering or Customer’s use of the FUAGO Offering.
- d) **“Severity 4 – Request for Information”** includes minor, cosmetic, or documentation-related issues and enhancement requests that are not time-sensitive. There is no impact on the FUAGO Offering’s existing features, functionality, performance or stability. This Priority level includes any development support related Incidents.

2.6. Response Times

Company shall use commercially reasonable efforts to answer to Customer’s Service Requests as set forth below. The Priority level shall be indicated by Customer with each Service Request. Company may reclassify the Priority level at its sole discretion as specified in this Annex B – Support Policy. Response Times during Support Hours are defined as follows:

| Priority level | Response Time* |
|---|------------------------|
| Applicable Support Hours | Standard Support Hours |
| Severity 1 Response Time* (within Support Hours) | 4 hours |
| Severity 2 Response Time* (within Support Hours) | 6 hours |
| Severity 3 Response Time* (within Support Hours) | 24 hours |
| Severity 4 Response Time* (within Support Hours) | 1 week |

*Response Times begin when Customer has submitted a Service Request in accordance with Section **“Submission of Service Requests”**.

2.7. Support Services exclusions

The following cases are not covered by the Support Services:

- a) Support Requests in a period in which Customer has not fully paid all Fees due to Company,
- b) Maintenance and support of the system environment, including mobile hardware and third-party applications used by Customer in connection with the FUAGO Offering,
- c) Training and setup of the FUAGO Offering,
- d) Identification of errors caused by force majeure, environmental conditions, defective mobile hardware or errors caused by, as applicable, Customer, including Customer in its role as Partner, Affiliates, Authorized Affiliates’, Authorized Third

Parties, Partner's Resellers and/or End Customers, in particular due to incorrect or incomplete system or data entries or interventions in the program code by employees or contractors of the aforementioned parties, and

- e) IT architectural guidance and consulting on how to integrate the FUAGO Offering into Customer's specific use case.

3. Service Level agreement

During the Term of a Subscription purchased by Customer, Company commits to the Monthly Uptime Percentage in regard to the FUAGO SaaS Offering as defined below ("**Service Level**"). For clarity, this Section "**Service Level agreement**" does not apply to the FUAGO Software Offering.

3.1. Service Level definitions

- "**Downtime**" is the total accumulated minutes in a calendar month during which the FUAGO SaaS Offering is unavailable. Downtime does not include (i) events set forth in Section "**Events beyond Company's control**", (ii) Downtimes during Maintenance Windows as defined in the following and (iii) Downtimes of less than 1 (one) minute per hour. The point of delivery relevant for the calculation of Downtimes is the interface between the servers on which the FUAGO SaaS Offering is hosted and the internet.
- "**Maintenance Windows**" are periods of time during which Company performs maintenance works that cause unavailability of the FUAGO SaaS Offering. Company shall use reasonable efforts to notify Customer of maintenance works at least three (3) days in advance in written form. Company shall use reasonable efforts to conduct maintenance with minimum level of impact for Customer, leveraging the technical capabilities of the software and the redundancy of the underlying hardware (for example, rolling restarts of the services without interruption of user sessions). Company shall use reasonable efforts to minimize the required maintenance time.
- "**Monthly Uptime Percentage**" means the total number of minutes in a calendar month, minus the number of minutes of Downtime in such month, the result of which being divided by the total number of minutes in such month, multiplied by one hundred (100).

3.2. Service Level

Company warrants a Monthly Uptime Percentage of 99.5% for the FUAGO SaaS Offering to be provided under the applicable Order Form. For clarity, the Service Level will be calculated separately for each Subscription.

3.3. Events beyond Company's control

The following events are beyond the reasonable control of Company and are not considered for determining the Service Level. This means that such events are not included as Downtimes in the calculation of the Monthly Uptime Percentage:

- a) Event in public cable networks, computer networks or the Internet that occur outside the sphere of influence of Company and temporarily or permanently impair or even exclude the use of the FUAGO SaaS Offering and for which Company is not responsible,

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- b) Events beyond the control of Company in which the availability of the servers of Company or its subcontractors is impaired or even excluded due to technical or other problems (including but not limited to force majeure, fault of third parties including DDoS attacks, network intrusions, denial of service attacks etc.) for which Company is not responsible, taking into account customary market standards,
 - c) Suspension of access to or provision of the FUAGO SaaS Offering in exercise of Company's rights in accordance with the Agreement in the event of a breach of Customer's obligations,
 - d) Events resulting from the use of services, hardware, or software provided by a third party and not within the control of Company, including issues resulting from inadequate bandwidth,
 - e) Events resulting from Customer's failure to use the FUAGO SaaS Offering with acceptable implementation and configuration values as recommended by Company,
 - f) Events resulting from Customer's unlawful or contract-violating action or lack of action when required, including those of Customer's users or by means of Customer's access credentials,
 - g) Unavailability due in whole or in part to any of the following: Failure by Customer to take any remedial action in relation to the FUAGO SaaS Offering as contractually agreed or reasonably required by Company or otherwise preventing Company from doing so or Customer's failure to provide information reasonably and lawfully required by Company in order to provide the FUAGO SaaS Offering.