

SERVICE LEVEL AGREEMENT & SUPPORT POLICY OF FIDECTUS AG FOR FIDECTUS CLOUD SERVICES

(the "SLA" and "SP") of 3. May 2024, Version 1.3

A. SERVICE LEVEL AGREEMENT

1. FIDECTUS CLOUD SERVICE AVAILABILITY

- 1.1. **Service Availability** is defined as an Availability Target for the Fidectus Cloud Service to Fidectus' Customer's ("Company's") authorized users during Operational Hours. In the event Fidectus fails to meet the SLA (see General Terms and Conditions, GTC), service level credits may apply as outlined in section 1.3. Unavailability does not include (i) periods of Service Windows, Emergency Outages, (ii) periods of non-availability due to an event of Force Majeure and (iii) any period of suspension of service by Fidectus in accordance with the GTC.

Fidectus shall make all commercially reasonable efforts to schedule maintenance during non-peak hours (within Service Window) and minimize any such downtime and shall give Company at least five (5) days written (Email) notice of any Planned Maintenance outside of the Service Window that is expected to result in downtime.

Fidectus agrees to a Service Availability for the availability of the Fidectus Cloud Service in any calendar month notwithstanding Service Windows, Planned Maintenance, Emergency Outages or issues related to service suspension or force majeure (as per GTC).

- **Service Window:** Weekdays between 21:00 and 07:00 CE(S)T or on weekends with five (5) days' notice.
- **Planned Maintenance:** A single planned outage of not more than 6 hours in any one calendar month with five (5) days' notice outside Service Window.
- **Emergency Outage:** A maximum of one (1) event in any two (2) calendar months not more than four (4) hours with two (2) business days' notice outside Service Window and Planned Maintenance.
- **Operational Hours:** 24x7 availability excluding Service Windows, Planned Maintenances, Emergency Outages, or issues related to service suspension and force majeure (as per GTC) in any one calendar month.
- **Service Availability:** Availability Target uptime $\geq 95\%$ for service levels Standard and Silver respectively $\geq 99\%$ for Gold and Platinum, all during Operational Hours (see chapter C) in any one calendar month.

- 1.2. **System Performance** is agreed to target the processing of a minimum of 100'000 documents per hour and 50'000 matches per hour for all Fidectus' Cloud Services.

- 1.3. **Service Level Credit:** For Customers with according service levels (see chapter C), 2% of fees paid by the Customer in the impacted month for each 1% (rounded off) below General Availability target of $\geq 99\%$ in any calendar month, not to exceed 100% of monthly fees.

Claims under this Service Level Agreement for Fidectus Cloud Services must be made by Customer in good faith and by submitting a support incident via the Fidectus Service Widget or via email to support@fidectus.com within thirty (30) business days after the end of the relevant month in which Fidectus did not meet the General Availability targets.

To the extent that any service charges are incurred by the Customer on an annual or quarterly basis (or similar) under the Order Agreement such charges shall be prorated for the purpose of calculating the monthly fee.

- 1.4. **Service Level Exclusions:** Service Downtime does not include any unavailability, suspension or termination of Fidectus Cloud Service performance issues: (i) caused by factors outside of Fidectus reasonable control, including any force majeure event or internet access or related problems beyond the demarcation point of Fidectus Cloud Service; (ii) that result from Customer's equipment, software or other technology and/or third party equipment, software or other technology (other than third party equipment within Fidectus direct control); (iii) that result from any maintenance as provided for pursuant to any prior agreement; (iv) arising from Fidectus suspension and termination of a Customer's right to use Fidectus Cloud Service in accordance with any prior agreements; or (v) periods of unavailability otherwise provided in an Order Agreement (collectively, the "SLA Exclusions"). If availability is impacted by factors other than those identified herein and the Customers' Order Agreement includes a service level credit arrangement, then Fidectus may issue a Service Credit considering such factors at Fidectus' discretion.

B. SUPPORT POLICY

2. TECHNICAL SUPPORT SERVICES

For Fidectus Cloud Service subscriptions which reference this policy, Fidectus will provide technical support services relating to such Cloud Services via our dedicated Fidectus Support Portal accessible to registered and logged-in users (<https://support.fidectus.com/tickets>) or optionally via email. Support services are primarily available in English language, but Fidectus works to provide support in other languages to address Customer needs, subject to staffing availability.

Technical support services are provided in the form of tickets, categorized as follows

- 2.1. **Incident:** Technical in nature, where the Fidectus Cloud Service is not working as designed or in the way the solution has been architected, signed off on and delivered to the Customer. Misconfigurations or issues generated by incorrect data provided by the Customer or its business partners are not considered incidents. This category of support applies only to Customer and Customer's authorized users, using the Fidectus Cloud Services in the role of a "Supplier" or "Customer". It is acknowledged that the Platform is a single multi-tenant cloud application for all Fidectus users, and therefore Fidectus will make all reasonable efforts to resolve incidents raised by Customer, however unless multiple Customers are affected by the same incident raised by Customer, the below response targets are not applicable.
- 2.2. **Help Request (Question /Assistance request):** Platform usage and end-user assistance-including services available to the requester's authorized user or company account. Training and enablement for users on Fidectus Cloud Services, options and business interaction requirements or integration layer failure troubleshooting and following assistance.
- 2.3. **Service Request:** Configuration change requests in the current customer implementation including but not limited to certain Fidectus-provided non-self-serviceable services on the customer account: rollout services, new business firewall implementation or reconfiguration, integration extension. Service Requests are Service Items submitted via the Fidectus Support widget/system.

3. CLIENT SUPPORT HOURS / HELPDESK AVAILABILITY

- **Standard Hours:** Monday to Friday 9:00 to 17:00 CE(S)T during normal business days ("Working Hours").
- **Extended Hours: (Priority Services):** Monday to Friday 07:00 to 20:00 CE(S)T during normal business days.
- **Emergency Hours:** 24/7 excluding the Swiss public holidays as defined below.

- **No support (if not otherwise agreed via Priority Services):** Swiss public holidays: New Year's Day, Good Friday, Easter Monday, Labour Day, Ascension Day, Whit Monday, Swiss National Holiday, Christmas Day, St. Stephen's Day¹

4. INCIDENTS

The Support Policy applies to the agreed Support Level as outlined in section C and in reference to Client's Order Agreement. The timings for responding/updating shall stop at the end of the support hours windows and start again at the start of the next support hours window.

4.1. Priority Definition

- **Urgent:** Total Loss of Service with no workaround available such as: Customer's employees are completely unable to access the web interface or are otherwise unable to use the Fidectus service at all. Loss of Customer connectivity via the API or other technical integration to the Fidectus Cloud Service. Inability to access the Customer's content on the Fidectus Cloud Service.
- **High:** Material or significant loss of Service for Customer's employees and/or a significant portion of Fidectus Cloud Service Customers. A material service impact is not a total loss of service, but there is a severe issue with the platform that blocks essential business processes for multiple Customer employees and/or multiple Customers with no workaround available (e.g. matching does not work).
- **Normal:** Non-material service impact for multiple Customer employees with no workaround available.
- **Low:** Service impacted in a non-significant fashion. Any error that has no or little effect on the productive use of the Fidectus Cloud Service. In any case a workaround with similar functionality and comfort is always available.

5. HELP REQUESTS

Questions and Assistance requests are worked in the order they are received -not by prioritization. The response target is an average of eight (8) working hours.

6. PRIORITY REQUESTS

Customers with a Priority Support option (as agreed in the Order Agreement) can use a dedicated emergency phone number to raise Urgent and High priority incidents (see section 4.1) during Extended Hours (see section 3) with a response time of one (1) working hour and two (2) working hours outside Extended Support Hours. Once reported, these will be logged on the support portal to enable audit and tracking of the incident.

7. SERVICE REQUESTS

All Service Requests must be submitted via the Fidectus provided support system (<https://support.fidectus.com/tickets>). The list of Service Items is determined and controlled by Fidectus and is updated from time to time.

Some Service Items are delivered via a Change Request. Change Requests are generally delivered at a fee to the Customer and require the issuance of a Purchase Order before being completed. Service Requests fulfilment and delivery is scheduled when all data requirements have been provided. Priority assignment is dependent on scope, agreement on rollout targets, Service

¹ See for public holidays: <https://www.feiertagskalender.ch/index.php?geo=3055&hl=en>

Item delivery sequence and a mutual agreement between the customer and Fidectus on implementation timeline and schedule (see GTC).

8. CUSTOMER'S COOPERATION AND RESOLUTION EFFORTS

To facilitate rapid response and resolution, Fidectus relies on Customer to cooperate and take responsibility for elements of issue evaluation and resolution. In all cases, the customer remains responsible for the below efforts to assist with troubleshooting any availability issues that appear to be specific to the Customer's use of the platform:

8.1. Resolution efforts

8.1.1. In the case of Urgent Incidents, Customer shall use reasonable efforts to make appropriate personnel available on a timely basis.

8.1.2. Customer will provide Fidectus, as soon as reasonably possible, with all relevant information for any given incident, as applicable and known: priority level, rapid response needed by date as appropriate, data integration files, response/failure files, step-by-step screenshots that demonstrate the incident, screencast recordings of the incident where applicable under Customer standards and guidelines, the time of the incident, the amount of time a system action takes to complete (or timeout), users involved in each step, frequency of error, consistency of error, replicability of error, specificity (which specific individual, groups or types of companies, users, customers, transactions, or suppliers are impacted), system configuration for impacted users (browser and version, installed browser extensions, operating system, screen resolution, etc) etc, in each case to the extent Customer is permitted to disclose such information to Fidectus. Customer will provide Fidectus with any new or changed information regarding the Incident in a timely fashion.

8.1.3. Customer shall use reasonable efforts to consolidate all further communication about an incident via the support portal.

8.1.4. Customer shall confirm or reject the resolution of each incident.

8.2. Integration Interfaces

Customer is responsible to ensure that the data transferred to and received from Fidectus Cloud Service is correct, both via integration interfaces as well as data provided for manual processing (e.g.: File Upload, utilized OCR services).

8.3. Configuration Change Control

8.3.1. Customer shall be responsible for making changes to any of the end-to-end functionality that is within Customer's control including the ERP, middleware, connections, file mappings, file enrichments etc.

8.3.2. Customer shall notify Fidectus when Customer changes any configuration in the end-to-end to/from Fidectus Cloud Service environment.

8.3.3. Customer shall test and sign-off on any Fidectus side configuration changes requested by Customer in the Fidectus UAT or Customer UAT system (currently known as "Staging" or "Test") prior to either Fidectus or Customer migrating such changes to production.

C. Service Targets & Support Metrics (Support Level)

		Standard	Silver	Gold	Platinum
Service Level					
Availability Target		95%		99%	
Service Level Credits		-		✓	
Support Target					
Response Time [Hours]					
Incidents	Urgent	Best effort	1	1	
	High		4	2	
	Normal		16	8	
	Low		32	16	
	Help & Service Requests		16	8	
Priority Support		-		Optional	
Support Channels					
	Knowledge Base	✓			
	Portal	✓			
	Email & Phone	-		✓	

D. Contacting Fidectus

Depending on the support level you have purchased, the following communication channels are available:

- Email: support@fidectus.com
- Fidectus Support Portal: <https://support.fidectus.com/>
- Fidectus general contact: <https://fidectus.com/contacts>
- Telephone: +41 32 512 98 36