

SUPPORT AND SERVICE LEVEL SCHEDULE

This Support and Service Level Schedule sets out the performance metrics such as applicable service levels, response times, service windows and availability of the Services. In addition, this Support and Service Level Schedule defines the Service Credits that Customer may be eligible to in case Certria does not meet the performance metrics set forth herein. Certria's general terms and conditions (the "General Conditions"), Certria service specification (the "Service Specifications") and Certria's policies and guidelines with respect to the use of its Services (the "Certria Policies") are also part of the Agreement and apply to the Services and any Equipment provided by Certria.

CHAPTER A DEFINITIONS

1. DEFINITIONS

All words capitalized herein that are defined in the General Conditions, the Service Specifications and the Certria Policies shall have the meaning assigned to them therein; other capitalized words shall have the following meaning:

Electricity Availability

means the total number of minutes in a calendar month minus the number of minutes of Electricity Unavailability suffered in a calendar month, divided by the total number of minutes in a calendar month (*expressed as a percentage*).

Electricity Unavailability

means the number of minutes that a failure of the transmission of electricity to both electrical outlets of Customer's cabinet, suite or cage occurs. Electricity Unavailability shall not include any failure resulting from Excluded Events.

Excluded Events

means any interruption or suspension or degradation caused by or resulting from

- (i) an event of Force Majeure,
- (ii) an act or omission of Customer, its employees, End Users, agents or contractors;
- (iii) Tests, Maintenance, relocation under clause 14 of the General Conditions;
- (iv) any failure to correctly perform a Cloud Console Test Transaction and/or a Platform Test due to a technical malfunction, Maintenance or otherwise,
- (v) a suspension of Services in accordance with the General Conditions,
- (vi) any exercise by Certria of its rights or remedies under the Agreement,
- (vii) Denial-of-Service (*DoS*) attacks, Distributed-Denial-of-Service (*DDoS*) attacks or Distributed- Reflected-Denial-of-Service (*DRDoS*) attacks by a third party or third parties that results in an unaccounted peak in data traffic, or other attacks by a third party or third parties that result in the Service becoming wholly or partly unavailable,
- (viii) any use of the Service or Equipment that is in breach of the Agreement,
- (ix) any failure of Customer controlled actions or environments,
- (x) use of Malicious code, including virus or malware,
- (xi) any successful or unsuccessful hack attempts,
- (xii) any event that occurs during a period during which the Customer is in breach of its payment obligations under the Agreement,
- (xiii) unauthorized changes to Certria's Equipment or Instance by the Customer, and
- (xiv) any event resulting from Customer's consumption of electricity exceeding the Basic Power (*specified in the Order Form/Order Confirmation*),
- (xv) any event resulting from Customer's consumption of Data Traffic or Bandwidth exceeding the Committed Data Traffic or the Committed Bandwidth (*specified in the Order Form/Order Confirmation*),



- (xvi) the failure by Customer to implement recommendations or solutions previously advised or made available by Certria,
- (xvii) any incorrect or unauthorized use of the Service, or the use of the Service for a purpose for which it was not designed,
- (xviii) any interaction between the Service, the Instance, the Equipment and any other software, hardware or third party service,
- (xix) problems which cannot be reasonably re-created or examined by Certria, and/or
- (xx) any configuration by Customer of the Service or the Equipment.
- (xxi) any other Malicious act

Equipment Replacement Time

means the period of time measured from the time Certria engineers identify the source of the defective Equipment, until the moment Certria physically replaces the defective Equipment, excluding any time spent communicating with Customer regarding permissions or instructions.

Monthly Recurring Colocation Charge

means the fixed recurring Service Charge invoiced by Certria to Customer on a monthly basis for the Colocations Services *(as set forth in the Order Form/Order Confirmation)*.

Monthly Recurring IP Connectivity Charge

means the fixed recurring Service Charge invoiced by Certria to Customer on a monthly basis for the IP Connectivity Service (as set forth in the Order Form/Order Confirmation or Certria's invoices), exclusive of any variable charges based upon Customer usage.

Monthly Recurring Cloud Charge

means the fixed recurring Service Charge invoiced by Certria to Customer on a monthly basis for the Cloud Services *(as set forth in the Order Form/Order Confirmation)*.

Monthly Recurring Remote Hands Charge

means the fixed recurring Service Charge invoiced by Certria to Customer on a monthly basis for the Remote Hands Package *(as set forth in the Order Form/Order Confirmation)*.

Monthly Recurring Lease Charge

means the fixed recurring Service Charge invoiced by Certria to Customer on a monthly basis for the Lease of Dedicated Equipment *(as set forth in the Order Form/Order Confirmation)*.

Monthly Recurring Service Level Charge

means the fixed recurring Service Charge invoiced by Certria to Customer on a monthly basis in connection with the chosen Service Level by Customer *(as set forth in the Order Form/Order Confirmation)*.

Network Availability

means the total number of minutes in a calendar month minus the number of minutes of Network Unavailability suffered in a calendar month, divided by the total number of minutes in a calendar month *(expressed as a percentage)*.

Network Unavailability

means the number of minutes that one of the following events occur on all Interconnection Points for Customer:

- (i) Interconnection Points are not responding; and/or
- (ii) a packet loss of more than five percent (5%) on Certria's Network; and/or
- (iii) roundtrip delay for all packets within Certria's Network have a latency greater than three times the Latency Target, provided that *(for (i), (ii) and (iii))* such event lasts more than twenty (20) continued minutes. Network Unavailability shall not include any failure or deficiencies resulting from Excluded Events.

Response Time

means the period of time measured from the time Certria receives a Support Request by email or through the Customer Portal, or in case of a Support Request by phone or chat from the time Certria receives the confirmation mentioned in clause 2.3 hereof, until the moment a Certria support engineer acknowledges receipt of such request to Customer.

Time Included

means the number of minutes that the Customer shall be eligible to receive Advanced Support Services or Remote Hands Service (*as applicable*) under the applicable Service Level or Remote Hands Package that the Customer has chosen (*see **Error! Reference source not found.***).

CHAPTER B
CUSTOMER SUPPORT

2. SUPPORT

- 2.1. Certria shall provide an English-language customer support service. Certria will maintain support engineers actively on duty 24 hours per day, every day of the year.
- 2.2. Certria shall in no event be obliged to provide any support services to End Users.
- 2.3. Customer may initiate a request for Standard Support, Advanced Support or Remote Hands Services, or report a Service Disruption (*a "Support Request"*) to the customer support service via the Customer Portal, chat, phone or email. A Support Request must include the following information:
 - (i) type of Service,
 - (ii) company name,
 - (iii) name and number for immediate contact with the Customer,
 - (iv) a clear, detailed and unambiguous description of Standard Support, Advanced Support or Remote Hands Services requested, and
 - (v) a detailed description of the Service Disruption (*if applicable*). Certria may refuse a Support Request if it is not able to establish that the Support Request is made by the person authorized thereto in the Customer Portal. Customer must confirm all Support Requests it makes by means of chat or phone by sending a confirmation message through the Customer Portal or by way of email.
- 2.4. The table below sets forth the Response Time (*the "Response Time Target"*) for
 - (a) any Service Disruptions that have been reported by Customer to Certria in accordance with clause 2.3 above, and
 - (b) any request for Standard Support Service, Advanced Support Service or Remote Hands Service to be performed in accordance with clause 2.3 above. The Response Time Targets depends
 - (i) for Colocation Services, on the applicable Remote Hands Package, and
 - (ii) for any other Services, on the applicable Service Level.

Table 1: *Response Time Target*

SLA	RESPONSE TIME	SUPPORT AVAILABILITY	MONTHLY
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			CHARGES
Basic	Monday - Friday <i>(Business Hours)*</i>	Monday - Friday <i>(Business Hours)*</i>	€ 0
Best Effort	2 Business Days	Any Time <i>(24x7x365)</i>	€ 75
BRONZE	Next Business Day	Any Time <i>(24x7x365)</i>	€ 150
SILVER	12 Hours	Any Time <i>(24x7x365)</i>	€ 225
GOLD	4 Hours	Any Time <i>(24x7x365)</i>	€ 375
PLATINUM	1 Hour	Any Time <i>(24x7x365)</i>	€ 485

**Business Hours is 8 AM to 5 PM CET*

- 2.5. In the event Certria does not respond within the applicable Response Time Target, Customer shall be eligible to receive a Service Credit (the "**Response Time Credit**") for every full one (1) hour in excess of the maximum Response Time Target equal to 2% of the Monthly Recurring Service Level Charge or the Monthly Recurring Remote Hands Charge (as applicable) for the respective month for the Service or Equipment affected by the Service Disruption or for which Advanced Support Services/Remote Hands Services were requested (as applicable). If Customer does not pay a Monthly Recurring Service Level Charge or Monthly Recurring Remote Hands Charge (as applicable), then Customer shall not be eligible to any Response Time Credit.
- 2.6. Customer shall ensure that it will at all times be reachable on Customer's emergency numbers, specified in the Customer Portal. No Response Time Credit shall be due in case the Customer is not reachable on Customer's emergency number.
- 2.7. The maximum amount of Response Time Credits that a Customer may be eligible to in a particular month, shall be limited to 50% of the Monthly Recurring Service Level Charge or the Monthly Recurring Remote Hands Charge (as applicable) for the respective month for the Customer's Service or Equipment affected by the Service Disruption or for which Advanced Support Services/Remote Hands Services were requested (as applicable).
- 2.8. For long term commitments please contact our administration for applicable discounts.

CHAPTER C SERVICE LEVEL

3. SERVICE LEVEL

- 3.1. In connection with Dedicated Equipment, Shared Web Hosting Services and Cloud Services, Customer may choose a Service Level. The Order Form/Order Confirmation shall set forth the chosen Service Level. The Service Level will determine:
 - a) the Response Times;
 - b) for Dedicated Equipment and Cloud Services only, the amount of the Time Included;
 - c) the hourly rates for Advanced Support Services; and
 - d) in connection with lease of Dedicated Equipment only, the Equipment Replacement Target.
- 3.2. If no Service Level has been chosen by Customer, the Basic Service Level shall apply by default.

3.3. Customer may, at any time during the Term, request an upgrade of its Service Level. **Clause 5** of the *General Conditions* shall apply to such upgrade request. The chosen Service Level may only be downgraded at the end of the Initial Term or any renewal term (*as applicable*).

3.4. The Service Level shall only apply to the Services and/or Equipment for which the Service Level was purchased (*as identified in the Order Form/Order Confirmation*).

4. STANDARD SUPPORT SERVICES

4.1. In connection with Dedicated Equipment, Shared Web Hosting Services and Cloud Services, Certria shall upon request of Customer, provide to Customer the following Support Services (*the "Standard Support Services"*) free of charge:

- a) in connection with lease of Dedicated Equipment only, Certria will perform an Equipment check to test the integrity of the memory modules and hard drives;
- b) in connection with lease of Dedicated Equipment only, Certria shall replace defective Equipment in accordance with Chapter E below;
- c) in connection with Dedicated Equipment and Cloud Services only, Certria will
 - (i) use commercially reasonable efforts to restore the OS originally installed by Certria to an operational state in cooperation with Customer (*i.e. repair bootloader*), or
 - (ii) should it reasonably not be possible to restore the OS originally installed by Certria to an operational state, use commercially reasonable efforts to reinstall the OS. For the avoidance of doubt, Certria shall in no event be responsible or liable for any loss of data, databases or technology related to a malfunction of the OS or the restoration or reinstallation of the OS;
- d) in connection with Dedicated Equipment and Cloud Services only, Certria will provide root password resets;
- e) in case of Shared Web Hosting Services only, Certria will provide web hosting control panel and FTP password resets; and
- f) Certria will provide correction of Network issues to restore IP Connectivity.

4.2. All Standard Support Services are provided AS-IS and on a best efforts basis. Certria is not liable to Customer for any damage resulting from any Standard Support, unless such damage is the direct result of gross negligence or willful misconduct by Certria. Any delivery times, turnaround times or deadlines given or agreed in connection with Standard Support Services are target times only and Certria shall in no event be liable for any failure to meet these target times/deadlines.

5. ADVANCED SUPPORT SERVICES

5.1. Customer may also request Certria to perform support other than the Standard Support (*the "Advanced Support Services"*) in relation to Dedicated Equipment, Shared Web Hosting Services and Cloud Services. Advanced Support Services may include providing technical expertise, trouble shooting, consultancy services, setup and configuration of application servers and clusters (*including web and database servers and clusters*), OS updates, performance tuning, DNS services, firewall setup, and load balancing setup.

5.2. Certria may accept or decline Customer's request for Advanced Support Services in its sole discretion. In case Certria declines Customer's request for Advanced Support Services, Customer shall be solely responsible for the performance of such services.

5.3. All Advanced Support Services are provided AS-IS and on a best efforts basis. Certria is not liable to Customer for any damage resulting from any Advanced Support Services, unless such damage is the direct result of gross negligence or willful misconduct by Certria. Any delivery times, turnaround times or deadlines given or agreed in connection with Advanced Support Services are target times only and Certria shall in no event be liable for any failure to meet these target times/deadlines.

6. SERVICE LEVEL SERVICE CHARGES

- 6.1. Customer shall pay to Certria the Monthly Recurring Service Level Charge. In addition, Certria shall be entitled to invoice Service Charges for all Advanced Support Services provided to Customer in excess of the Time Included, on a time spent basis, at the prevailing Certria hourly rate for performing the particular Support Services (plus its expenses related to the performance of the Advanced Support Services, including any traveling expenses if applicable). The applicable hourly rate may depend on the chosen Service Level.
- 6.2. All Support Services shall be measured in half hour increments, i.e. the number of minutes required to complete the task rounded up to the next half hour, regardless of the level of complexity required to complete the assignment.
- 6.3. For the purpose of determining the amount of time of Advanced Support Services provided, Certria's data shall be binding.

CHAPTER D IP CONNECTIVITY

7. NETWORK PERFORMANCE

- 7.1. The monthly Network Availability of Certria's Network shall be as set forth in the table below (the "**Network Availability Target**").

Table 3: Network Availability Target

IP CONNECTIVITY	NETWORK AVAILABILITY TARGET
PREMIUM	99.8 %
VOLUME	99.0 %

- 7.2. In the event that in any calendar month, the Network Availability within Certria's Network, is lower than the Network Availability Target, Customer shall be eligible to receive a Service Credit (the "**Network Availability Credit**"). The Network Availability Credit shall be equal to 2% of the Monthly Recurring IP Connectivity Charge for the respective month for every 1% (or part thereof) that the Network Availability falls below the Network Availability Target.
- 7.3. Certria's Network shall have an average monthly packet loss on Customer's Interconnection Points no greater than the percentages (the "**Packet Loss Target**") set forth in the table below. In the event that in any calendar month, the average packet loss for Premium IP Connectivity within Certria's Network, is higher than the Packet Loss Target, Customer shall be eligible to receive a Service Credit (the "**Packet Loss Service Credit**"). The Packet Loss Service Credit shall be equal to 1% of the Monthly Recurring IP Connectivity Charge for the respective month for every 0.1% (or part thereof) that the packet loss has exceeded the applicable Packet Loss Target.

Table 4: Packet Loss Target

IP CONNECTIVITY	PACKET LOSS TARGET
PREMIUM	0.2 %
VOLUME	0.5%

- 7.4. The monthly average roundtrip delay for Customer's packets within Certria's Network shall have a latency for the following regions, as set forth in the table below (the "**Latency Target**"). In the event that in any

calendar month, the average roundtrip delay for Customer’s packets within Certria’s Network for Premium IP Connectivity, is higher than the Latency Target, Customer shall be eligible to receive a Service Credit (*the “Latency Service Credit”*). The Latency Service Credit shall be equal to 1% of the Monthly Recurring IP Connectivity Charge for the respective month for every 10ms that the average monthly roundtrip delay for packets within Certria’s Network exceeds the Latency Target.

Table 5: Latency Target

IP CONNECTIVITY	PACKET LOSS TARGET
PREMIUM	EU-EU <90ms, EU-VS <160ms
VOLUME	EU-EU <140ms, EU-VS <220ms

- 7.5. Customer shall not be entitled to any Network Availability Credits, Packet Loss Service Credits, or Latency Service Credit in case Certria provides IP Connectivity to Customer on a Volumebasis.
- 7.6. Certria will measure packet loss and latency by randomly sending UDP Datagrams to designated servers placed at Certria’s Network. The packet loss and delay times will be measured during 10-minute intervals and the Service Credit will be calculated accordingly. 1000 UDP Datagrams will be sent with the length of 96 bytes. Customer’s Interconnection Point in Certria’s Equipment will be measured with SNMP.
- 7.7. The Network Availability Target, Packet Loss Target, and Latency Target is calculated on an IP Connectivity Service basis. However, in case the IP Connectivity Service is offered to Customer on an aggregated basis, i.e. Certria offers one Data Traffic or Bandwidth package for a multiple Dedicated Equipment Services, Cloud Services or Colocation Services, then
 - (I) the Network Availability Target, Packet Loss Target, and Latency Target shall be calculated on a per Dedicated Equipment server basis (*in case of lease of Dedicated Equipment*), on a per Instance/Cloud Platform basis (*in case of Cloud Services*), or per rack basis (*in case of Colocation Services*), and
 - (II) for the purpose of calculating the Network Availability Credit, Packet Loss Service Credit, and Latency Service Credit (*as applicable*), the Monthly Recurring IP Connectivity Charge shall be prorated on the basis of the total number/amount of Dedicated Equipment, Instances/Cloud Platforms, or racks made available to Customer.
- 7.8. Packet Loss Service Credits, Network Availability Credits and Latency Service Credits in connection with the same incident shall not be cumulative, but Customer will be entitled to the highest of such Service Credits.
- 7.9. The maximum total amount of Packet Loss Service Credits, Network Availability Credits and Latency Service Credits that Customer may be eligible to in a particular month, shall be limited to 50% of the Monthly Recurring IP Connectivity Charge for the respective month.
- 7.10. No Packet Loss Service Credits, Network Availability Credits and Latency Service Credits shall be due in respect of any IP Connectivity Services offered as part of Shared Web HostingServices.

CHAPTER E

DEDICATED EQUIPMENT

8. DEDICATED EQUIPMENT REPLACEMENT TIME

- 8.1. In the event Certria determines that (part of the) Dedicated Equipment is defective, Certria shall replace the defective part of such Dedicated Equipment within the Equipment Replacement Times set forth in the table below (the “**Equipment Replacement Target**”).

Table 6: Equipment Replacement Target

SERVICE LEVEL	EQUIPMENT REPLACEMENT TARGET
BASIC	48 hours
BEST EFFORT	24 hours
BRONZE	4 hours
SILVER	3 hours
GOLD	2 hours
Platinum	2 hours

- 8.2. In the event that Certria does not repair or replace the defective Dedicated Equipment in accordance with the Equipment Replacement Target, Customer shall be eligible to receive a Service Credit (the “**Equipment Replacement Credit**”) for every full 1 hour in excess of the Equipment Replacement Target equal to 2% of the Monthly Recurring Lease Charge for the respective month for the defective Dedicated Equipment.
- 8.3. The Equipment Replacement Target shall apply only to the following standard issue types of Dedicated Equipment: switches, servers, HDDs, RAM, CPU, NIC, and RAID controllers.
- 8.4. For defective Equipment that is leased by Customer from Certria that is not covered by the Equipment Replacement Target, Certria shall replace the defective Equipment within a reasonable period of time on a best efforts and availability basis.
- 8.5. Certria shall be entitled to replace any defective Equipment from one manufacturer with Equipment from another manufacturer, provided that the
- (i) technical specifications of such alternative Equipment are (in Certria’s sole and absolute discretion) equal to, equivalent to, or better than the technical specifications of the replaced Equipment; and
 - (ii) such shall not result in an increase in the Service Charges for the lease of the Equipment.
- 8.6. Certria shall in no event be required to monitor or perform regular checks to assess whether Equipment is defective.
- 8.7. The maximum amount of Equipment Replacement Credits that Customer may be eligible to in a particular month, shall be limited to 50% Monthly Recurring Lease Charge for the respective month for the defective Dedicated Equipment.

CHAPTER F

COLOCATION SERVICES

9. COLOCATION TARGET AND CREDITS

- 9.1. The monthly target for Electricity Availability for Colocation Services shall be as set forth in the table below (the “**Electricity Availability Target**”).

Table 7: Electricity Availability Target

IP CONNECTIVITY	NETWORK AVAILABILITY TARGET
N+1	99.9 %
N2	99.99 %

- 9.2. In the event that in any calendar month, the Electricity Availability for Colocation Services, is lower than the Electricity Availability Target, Customer shall be eligible to receive a Service Credit (the “**Electricity Availability Credit**”). The Electricity Availability Credit shall be equal to 2% of the Monthly Recurring Colocation Charge for the respective month for the affected Colocation Service for every 0.1% (or part thereof) that the Electricity Availability falls below the Electricity Availability Target.
- 9.3. Certria shall maintain an air temperature within the Data Center of 24 degrees Celsius, plus or minus 5 degrees Celsius, at a point 1.5 meters from floor level and 0.5 meters from the cold side of the Rack (the “**Temperature Target**”). In the event in any month, the conditioned air for Colocation Services does not meet the Temperature Target for a consecutive period of 60 minutes (the “**Temperature Threshold**”), Customer shall be eligible to receive a Service Credit (the “**Temperature Credit**”). The Temperature Credit shall be equal to 2% of the Monthly Recurring Colocation Charge for the respective month for the affected Colocation Service for every 10 minutes that the temperature falls above or below (as applicable) the Temperature Target in excess of the Temperature Threshold.
- 9.4. Customer shall not be entitled to any Electricity Availability Credit in case Customer has opted for an N configuration (rather than N+1 or 2N), nor shall Customer be entitled to any Electricity Availability Credit in the event Colocation Services are provided in shared Racks (rather than private Racks).
- 9.5. Customer shall be solely responsible for the maintenance and support of its Colocated Equipment. Certria’s sole responsibility in connection with Colocation Services shall be to use best efforts to remedy any interruption of the supply of electricity or a failure to keep the temperature within the Data Center within the Temperature Target. Any other or additional Support Services requested by Customer in connection with Colocated Equipment shall be subject to the terms set forth in clause 11 hereof.
- 9.6. Electricity Availability Credit and Temperature Credit in connection with the same incident shall not be cumulative, but Customer will be entitled to the highest of such Service Credits.
- 9.7. The maximum total amount of Electricity Availability Credit and Temperature Credit that Customer may be eligible to in a particular month, shall be limited to 50% of the Monthly Recurring Colocation Charge for the respective month for the Customer’s Colocation Service affected.

10. REMOTE HANDS SERVICES

- 10.1. Customer may request Certria Support Services (the “**Remote Hands Services**”) in relation to Colocation Services and the Colocated Equipment. Remote Hands Services may include: pushing a button or switching a toggle; support of planned routine maintenance; tape swaps; power cycling equipment; cable organization, cross connect inventory and labelling; observing, describing or reporting on display information on machines

or consoles; modifying basic cable layout; running diagnostics; installation of received equipment; typing commands on a keyboard console; replacing hardware components with spares or upgrades; circuit testing.

- 10.2. Unless otherwise agreed between Parties in writing, Customer must make available to Certria, at its own costs and expense, all materials and information required in connection with Remote Hands Services.
- 10.3. Certria may accept or decline Customer's request for Remote Hands Services in its sole discretion. In case Certria declines Customer's request for Remote Hands Services, Customer shall be solely responsible for the performance of such services.
- 10.4. All Remote Hands Services are provided AS-IS and on a best efforts basis. Certria is not liable to Customer for any damage resulting from any Remote Hands Services, unless such damage is the direct result of gross negligence or willful misconduct by Certria. Any delivery times, turnaround times or deadlines given or agreed in connection with Remote Hands Services are target times only and Certria shall in no event be liable for any failure to meet these target times/deadlines.
- 10.5. Certria will maintain support engineers actively on duty for Remote Hands Services 24 hours per day, every day of the year.

11. REMOTE HANDS PACKAGE

- 11.1. If the Customer has ordered a Remote Hands Services package (a "**Remote Hands Package**"), and such Order has been accepted by Certria, Customer shall be entitled to the number of minutes of Remote Hands Services included in the relevant Remote Hands Package.
- 11.2. The table below sets forth the Time Included of Remote Hands Services in each respective Remote Hands Package.

Table 8: Remote Hands Time Included

SLA	Response Time	Time Included	Extra time *
BASIC	Monday-Friday <i>(Business Hours)*</i>	0 <i>minute / month</i>	€ 150 / € 225 <i>per hour</i>
BEST EFFORT	Best Effort	0 <i>minute / month</i>	€ 125 / € 175 <i>per hour</i>
BRONZE	Next Business Day	30 <i>minutes / month</i>	€ 100 / € 160 <i>per hour</i>
SILVER	12 <i>Hours</i>	45 <i>minutes / month</i>	€ 85 / € 145 <i>per hour</i>
GOLD	4 <i>Hours</i>	60 <i>minutes / month</i>	€ 70 / € 130 <i>per hour</i>
PLATINUM	1 <i>Hour</i>	90 <i>minutes / month</i>	€ 55 / € 115 <i>per hour</i>

**Business Hours / Outside Business Hours*

- 11.3. Unused minutes of the Remote Hands Package are non-refundable and shall not transfer to following months.
- 11.4. Subject to the Change Order Procedure, Customer shall be entitled to request an upgrade or downgrade the Remote Hands Package. Certria may accept or decline this request for the upgrade or downgrade in its sole and absolute discretion.

- 11.5. If no Remote Hands Package is ordered by Customer, Customer will, in connection with its Colocation Services, by default receive Remote Hands Services on the basis of Certria's level "Best Effort".
- 11.6. Customer may, at any time during the Term, request an upgrade of its Remote Hands Package level. Clause 5 of the General Conditions shall apply to such upgrade request. The chosen Remote Hands Package level may only be downgraded at the Initial Term or a renewal terms (*as applicable*).

12. SERVICE CHARGES FOR REMOTE HANDS

- 12.1. Customer shall pay to Certria the Monthly Recurring Remote Hands Charge. In addition, Certria shall be entitled to invoice Service Charges for all Remote Hands Services provided to Customer in excess of the Time Included, on a time spent, basis, at the prevailing Certria hourly rate for performing the particular Remote Hands Services (*plus its expenses related to the performance of the Remote Hands Services, including any traveling expenses if applicable*). The applicable hourly rate may depend on the chosen Remote Hands Package.
- 12.2. All Remote Hands Services shall be measured in economical half hour increments, the number of minutes required to complete the task rounded up to the next half hour, regardless of the level of complexity required to complete the assignment.
- 12.3. For the purpose of determining the amount of time of Remote Hands Services provided, Certria's data shall be binding.

CHAPTER G CLOUD SERVICES

13. UPTIME CLOUD PLATFORM

- 13.1. Certria shall, on a 24/7/365 basis, test the availability of the Cloud Platform at five (5) minute intervals (*each such test a "Platform Test"*). A "**Cloud Platform Service Degradation**" shall be deemed to have occurred if the Cloud Platform is unresponsive for three (3) consecutive Platform Tests.
- 13.2. For each day during which a Cloud Platform Service Degradation occurs, Customer shall be eligible to a Service Credit equal to 1/30th of Customer's Monthly Recurring Cloud Charge for the part of the Cloud Service that is affected by the Cloud Platform Service Degradation.

14. UPTIME PRIVATE CLOUD PORTAL

- 14.1. Certria shall, on a 24/7/365 basis, test the availability of the Private Cloud portals (i.e. the online console offered by Certria to Customer to manage the Private Cloud Services) at twenty (20) minute intervals (each such test a "**Cloud Console Test Transaction**"). A "**Cloud Console Service Degradation**" shall be deemed to have occurred if said console is unresponsive for three (3) consecutive Cloud Console Test Transactions.
- 14.2. For each day during which a Cloud Console Degradation occurs, Customer shall be eligible to a Service Credit equal to 1/30th of Customer's Monthly Recurring Cloud Charge for the part of the Private Cloud Service that is affected by the Cloud Console Service Degradation.

15. GENERAL

- 15.1. For the purpose of determining whether a Cloud Platform Service Degradation and/or Cloud Console Service Degradation has occurred, Certria's monitoring data shall be binding.
- 15.2. All Platform Tests and Cloud Console Test Transactions that have failed as a result of one or more Excluded Events shall be disregarded when determining whether a Cloud Platform Service Degradation or Cloud

Console Service Degradation respectively has occurred.

- 15.3. Service Credits for Cloud Console Service Degradation and Cloud Platform Degradations in connection with the same incident shall not be cumulative, but Customer will be entitled to the highest of such Service Credits.
- 15.4. The maximum total amount of Service Credits that Customer may be eligible to in a particular month for Cloud Platform Service Degradations and Cloud Console Service Degradations, shall be limited to 50% of the Customer's Monthly Recurring Cloud Charge for the respective month.

CHAPTER H

OTHER SERVICES AND RATES

16. SECRETARIAL, ADMINISTRATIVE AND SUPPORT ASSISTANCE

- 16.1. Secretarial, administrative, 3rd party setup, support assistance and incident assistance services not included in the above-mentioned fixed fees are charged for at the following hourly rates: €50/100 for secretarial services and administrative staff support depending on the seniority of employee involved, €150 for licensing, technical and compliance incident managing and assistance.

CHAPTER I

SERVICE CREDIT REQUESTS

17. SERVICE CREDIT PROCEDURE

- 17.1. To initiate a claim for a Service Credit, Customer must contact Certria's customer support group within five (5) Business Days after the end of the month for which the Service Credit is requested. The Service Credit request must provide: (a) the Customer name and contact information; (b) the date and beginning/end time of the failed performance metric; (c) a brief description of the characteristics of the failed performance metric; and (d) the specific Certria support ticket number(s) opened about the failed performance metric.
- 17.2. Certria will notify Customer via email upon resolution of the request. If rejected, the notification will specify the basis for rejection. If approved, Certria will issue a Service Credit to Customer's account. This Service Credit will be credited on the next invoice issued by Certria to Customer. Certria's records and data shall be the basis for all calculations and determinations in respect of Service Credits.
- 17.3. To be eligible to receive Service Credits, Customer must cooperate in good faith with Certria to trace the root cause of the event resulting in the failed Service Level.
- 17.4. No Service Credit shall be due in case the failed performance metric results from or is caused by Excluded Events.
- 17.5. Service Credits shall constitute Customer's sole and exclusive legal remedy against Certria, and shall constitute Certria's sole liability, in relation to, or in connection with, Service Disruptions or a failure by Certria to meet the Service Levels set forth herein, and any such Service Disruptions or failure shall not be deemed to be a breach by Certria.