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Service Level Specifications («SLS»)

of Brame AG («Brame» or «Service Provider»), Neuhofstrasse 10, 8834 Schindellegi dated March 2023

1 Introduction

These SLS concern the availability, processing times, maintenance and support for the Services provided by the Service Provider; in particular the software platform, including any associated products, provided by the Service Provider as Software as a Service (SaaS) in the context of the Cloud Services (the «Software»). Any terms defined in the Service Provider's Main Services Agreement («MSA») and used in these SLS have the same meaning.

2 Our Commitment

Malfunctions and interruptions in the availability of the Software unfortunately cannot be completely ruled out, even with the requisite diligence. However, we are constantly striving to provide our Users with a flawless UX and to avoid malfunctions and interruptions in availability, or, if this is not possible, to remedy them quickly. These SLS do not convey any warranty rights or entitlement thereto; they are merely indicative.

3 Service Levels

Operating Time. As a rule, the Software can be used continuously (24 hours a day) for 365 or 366 days a year. This excludes the time between 0:00 and 04:00 Central European Time (CET) at night, in which maintenance, backups or updates may be carried out, as well as other periods where maintenance work is necessary.

Availability. The Service Provider endeavors to ensure that the Services and Products are available for at least 98% of the operating time («Uptime»). This does not include disruptions beyond the Service Provider's control. Availability is assessed on a monthly basis, whereby the so-called «system availability» is relevant.

Error Tolerance. The Service Provider endeavors to ensure that live campaigns are accessible and functional for at least 99.8% of the players. This does not include errors that are beyond the control of the Service Provider (e.g. old browser versions). In edge case scenarios troubleshooting is at the sole discretion of the Service Provider. There is no claim to access and functionality to this extent or troubleshooting.

Inquiries. Inquiries from paying Users are assigned to the categories listed in the table below. Inquiries are processed during the following time periods: Monday to Friday from 08:00 to 12:00 and 13:30 to 17:00 (CET). Category 1 incidents are also processed outside these hours. Troubleshooting is usually done in the form of bugfix releases or in another suitable way.

Category		Characteristics	Reaction/Remediation
1	Critical	Disruption preventing operations (the entire system or rele- vant parts of it are fully disabled)	2h (during work week), 8h (on weekends)/1.5 working days
2	High	Disruption hindering or endangering operations (parts of the system are disabled, but continued operations are possible)	4h/3 working days
3	Medium	Disruption interfering with operations or irritating disruption	8h/to be agreed on
4	Low	Any other inquiries (general information)	72h/to be agreed on

Basic Support. For paying Users, the following services are included in the ordered package:

- User onboarding for the deployment and use of the ordered Services, the scope of the onboarding services being at the discretion of the Service Provider;
- Fixing relevant disruptions not caused by the User;
- Adapting the Software to new versions of the operating system to ensure upward compatibility; and
- Responding to inquiries, subject to the Service Provider's sole discretion.

Paid Support. The following services are charged separately:

- Remote support, diagnostics and assistance in case of issues related to the use of the Services;

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- User administration;
- Investigation or elimination of disruptions not covered by Basic Support;
- Support of and training on third-party products (e.g., MS Word, MS Excel);
- Editing documents through third-party products;
- Embedding content created through the Software into the User's own channels (e.g., webpage); and
- any other services not covered by Basic Support.

Standard Rates. Paid Support and other services not covered by Basic Support will be charged at the standard rate of CHF 250.00 per hour, unless otherwise agreed.