

effective as of March 1, 2023

Service Level Agreement.

1. Subject matter.

- 1.1. The Service Level Agreement (hereinafter referred to as SLA) is a framework agreement that governs the basic services and obligations between the Licensee (hereinafter referred to as Customer) and the Licensor Peakboard GmbH, Stuttgart (hereinafter referred to as Peakboard) in relation to fully comprehensive maintenance and service of all Peakboard products purchased by a legal corporate entity (Company).
- 1.2. The services provided under the SLA relate exclusively to a concluded, legally binding lease relationship for a Peakboard License with a company as the contractor. The SLA is deemed concluded when the company orders a Peakboard Lease License and Peakboard accepts the order by sending a unique SUB number.

2. Services and service periods.

The scope of services corresponds to the scope of the warranty, which is governed by Peakboard's General Terms and Conditions during the term of the lease. Additional services are also included, which are:

2.1. Support & services

The service hotline (phone: **+49 711 4026100-0**) can be reached from Monday to Friday (9:00 a.m. to 5:00 p.m.) with the exception of on public holidays in Baden-Württemberg, Germany. Online Support is provided by sending an email to **support@peakboard.com**. In this case, the Licensor guarantees a response within 24 hours during business hours.

2.2. **Software**

Peakboard hereby warrants that the relevant currently Licensed Software will run without errors in accordance with the applicable documentation. Said warranty entails the elimination of errors in the Software to be maintained and adaptation of the Software to legal changes, provision of upgrades and enhancements to the functions included in the Licensed Software resulting from the further development of the standard Software, provision of new release updates or releases of the Licensed Software. To this end, Peakboard enables access to updates and upgrades of the Licensed Software. The term “updates” refers to an improved version of the Software or components thereof (including bug fixes and patches) that replace existing and, in particular, deficient functions of the Licensed Software, yet such updates do not constitute an enhancement. The term “upgrade”, on the other hand, refers to a new or improved version of the Licensed Software or components thereof, representing an enhanced function of the Licensed Software.

2.3. **Hardware**

Throughout the terms of the SLA, Peakboard warrants a replacement of any defective hardware free of charge. Any hardware upgrades to the latest hardware version respectively is excluded.

2.4. **Enhanced services**

During the term of the SLA, the Customer is granted use of the Peakboard SaaS server component “Peakboard Hub Online” free of charge.

3. **Warranty, rights and obligations.**

- 3.1. The Customer may use an SLA only for Software supplied by Peakboard or originating from Peakboard to which the Customer has a valid license in the exclusive or non-exclusive right of use.
- 3.2. The SLA relates to the most recent release. Unless agreed otherwise, the Customer will run release updates on its own.
- 3.3. An SLA applies to Software that is used in accordance with the original provisions on the intended systems with the intended operating software.

- 3.4. Peakboard is hereby authorized to involve third parties for maintenance or to have such maintenance performed by third parties. The above applies in particular if subcontractors were involved in the implementation of the Licensed Software or if the Customer uses thirdparty software, yet Peakboard assumes responsibility for maintenance in accordance with separate addenda to this Agreement.
- 3.5. Peakboard warrants during the term of the SLA that the maintained Software will remain available for use. The warranty becomes null and void if the Customer has made changes of its own or non-agreed additions to the licensed programs, if the licenses have been transferred to other hardware or operating software without the knowledge and/or consent of Peakboard, if changes have been made to hardware or software or any changes have been made to the communication paths, or if errors occur in the Licensed Software in conjunction with the introduction of any new third-party applications or the Customer's own applications. Peakboard may, in such cases, charge for correcting said defects irrespective of the SLA. Should this no longer be possible, Peakboard may suspend services under the SLA without notice, whereby other services and obligations owed for the term of the lease license remain unaffected. In this case, Peakboard may charge for any efforts expended – even if unsuccessful. The Customer will not be entitled to the source code as a result.
- 3.6. Peakboard is committed to providing services under the SLA within the agreed scope. Delays resulting from a force majeure, such as strikes, operational disruptions, official decrees, or causes and occurrences otherwise for which Peakboard cannot be held responsible, entitle Peakboard to postpone the deadlines for the duration of the disruption plus a reasonable startup period. Any delays for which Peakboard is responsible will only be deemed to be in default, provided the Customer has set a reasonable grace period in writing. If it becomes generally impossible for Peakboard to provide the agreed SLA Services, the Customer is entitled to reduce the lease license fee owed by 20% until the end of the term. Peakboard assumes no liability for any advance services rendered by the Customer. The above excludes any other compensation or claims on the part of the Customer or third parties.
- 3.7. However, third parties contracted by Peakboard and all employees of these companies are bound to strict confidentiality. Peakboard will not use any information, documents, or observations from or about the Customer in any form for its own purposes and will under no circumstances disclose any such to third parties. Any statements about services rendered or projects realized for the purpose of references will only be provided with the express consent of the Customer.

- 3.8. Peakboard offers user instruction and user training for end users separately and such services are not covered by the SLA.
- 3.9. Peakboard assumes no responsibility for the Customer's own data. Peakboard accepts no warranty for such data. Should Peakboard be required to mutate data, any mutation of this kind is generally subject to a charge.
- 3.10. Reversible modifications and adaptations to the hardware by the contracting partner, e.g., affixing anti-theft protection using an adhesive, will not affect the services and obligations of this SLA. Irreversible changes, such as opening or willful alteration of the housing, will void the warranty for the hardware.
- 3.11. Peakboard will not replace or warrant the receipt or return of unsolicited, non-original hardware components, including but not limited to a mounting bracket.
- 3.12. The Subscription prices will remain unchanged for the first year of the contract. Peakboard reserves the right to increase the annual subscription fee not more than once a year, and by no more than the greater of five percent (5%) per annum. Peakboard has to inform customers no less than 6 months in advance with a written notice of any price changes before the renewal ending date.

Increases will not apply to any orders already placed with Peakboard, or to any Products to be ordered by the customer following a quotation before the effective date of the increase.

4. Agreement term.

- 4.1. The SLA commencement date is the date the term of the Peakboard Lease License commences. Unless otherwise specified in writing in Peakboard's proposal, the SLA commencement date is the date of the SLA.
- 4.2. The SLA with any appendices applies without restriction during the term of the Peakboard Lease License.
- 4.3. Early termination of the SLA is subject to mutual written consent from both parties to the dissolution of the lease license.

- 4.4. In case of termination the customer has to return the hardware to Peakboard within a period of 30 days. If this does not happen, Peakboard reserves the right to automatically charge for the subscription license for another 12 months.

5. Terms and conditions of payment.

- 5.1. The annual fee for the SLA is included in the lease price owed for the lease license. That is, unless the annual fee has been agreed to otherwise in writing in Peakboard's proposal.
- 5.2. The currently applicable list prices apply to a lease license agreement.
- 5.3. The lease license fee is payable one year in advance. Peakboard will invoice in advance, payment due date is 30 days net from invoice date.
- 5.4. The total amount of the SLA to be paid by the Customer is determined for the term in each case by the total number of lease licenses concluded by the Customer per legal corporate entity.

6. Final provisions.

- 6.1. Changes and amendments that affect this SLA must be in written form and signed by both Contracting Parties to take effect.
- 6.2. If individual provisions of this SLA are ineffective or unenforceable or become ineffective or unenforceable after the Agreement has been concluded, the effectiveness of the SLA is otherwise unaffected. The ineffective or unenforceable provision will be replaced by an effective and enforceable regulation that comes as close as possible to the effects of the economic goals that the Contracting Parties pursued with the ineffective or unenforceable provision. The above provisions apply accordingly in the event that an omission is discovered in the SLA.
- 6.3. Court of fulfillment and jurisdiction is exclusively the respective courts of jurisdiction in Stuttgart, Germany.
- 6.4. This Agreement is exclusively subject to German law.
- 6.5. The terms and conditions of the SLA are valid as of March 01, 2023.