

# Service Level Agreement scrioo Platform

## 1. Introduction

This Service Level Agreement (SLA) intends to (i) define target levels of the services provided by any scrioo entity (as per the relevant order form "scrioo"), (ii) set up a mechanism for resolving problems relating to the delivery of the services, and (iii) define the reporting arrangements to assess the actual level of service being provided. This SLA, together with the order form and the terms of service, form an integral part of the contract and defines the implementation, maintenance, and support to be provided by scrioo to client for the duration of the contract.

## 2. Definitions

Those terms not explicitly defined herein shall have the meaning given to them in the terms of service.

**Agreed Availability.** Means the availability rate as defined in article 3.1. below.

**Error Correction Time (ECT).** Means the time period during working hours in which a notified malfunction should be fixed, either via a permanent fix or a workaround. ECT depends on the urgency level and begins as soon as the reaction time lapses.

**Excusable Outage.** Means events during which the services are not functionally available to client and which are exempt from overall availability measurements. The events qualifying as an excusable outage are specified in article 5 of the SLA.

**Force Majeure.** Means the events beyond a party's reasonable control, including but not limited to: natural disasters, government actions, failure or unavailability of third-party telecommunications, internet, or other services, malicious damage, armed hostilities, acts of terrorism, strikes and blockades, and as otherwise defined by applicable law.

**Permanent Fix.** Means a state in which a notified malfunction has been fixed permanently and the services are available again to client.

**Reaction Time (RT).** Means the period of time during which scrioo shall provide client with a diagnosis of an error report as well as a notification of the expected ECT sent by the team providing a diagnosis of the error. The RT begins following receipt of the error report by scrioo's system.

**Scheduled Maintenance / Scheduled Outage.** Means the period during which the scrioo services may be affected due to maintenance of the scrioo Platform. This scheduled maintenance usually occurs during the weekend (Saturday and Sunday).

**Target Time.** Means the total time minus allocated time during excusable outages.

**Total Time.** Means the sum of all hours in each respective calendar month (e.g. 31 days x 24 hours = 744 hours for the month of January).

**Workaround.** Means the temporary restoration of a system configuration, which no longer reflects the notified error and allows a restricted use of the services.

**Working Days.** Monday until Friday apart from Luxembourgish public holidays.

**Working Hours.** Time during which scrioo shall work to repair errors. For errors of urgency levels II and III, working hours are on working days from 9am to 6pm Luxembourg time. For errors of urgency level I, working hours are twenty-four hours per day.

## 3. Availability Criteria

### 3.1 Agreed Availability

Subject to the availability of the services and the terms and conditions of this agreement, scrioo will provide access to the scrioo platform twenty-four hours a day, seven days a week.

Scrioo will maintain a 99% uptime for accessing the scrioo platform, excluding scheduled maintenance and scheduled outages. Scheduled maintenance takes place during weekends and is notified at least twenty-four hours in advance by e-mail.

### 3.2 Measurement of Availability and Request Times

Scrioo uses self-developed software to monitor and control its network, computer, retrieval, analysis, and distribution systems.

Malfunctions and errors are identified automatically. The monitoring interval is sixty seconds.

## 4. Urgency Levels, Reaction and Error Correction Times

### 4.1 Definition of Urgency Levels

**Urgency Level I.** Total failure (e.g. the Services cannot be accessed or the complete unavailability of data).

**Urgency Level II.** The services can be accessed but are severely impaired (e.g. complete parts of the coverage and/or data are not available or forwarding of relevant data is delayed by more than six hours).

**Urgency Level III.** The services can be accessed but are mildly impaired (e.g. layout errors, delays in data dispatch, non-availability of subsets of coverage and data, individual data drops).

**Urgency Level IV.** Classification and content-extraction errors.

scrioo's support team will assign each error notification with an urgency level upon discovery.

### 4.2 Definition of Reaction and Error Correction Times

For **Urgency Level I**, Reaction Time (RT) is less than 1 hour, Error Correction Time (ETC) is 2 working days

For **Urgency Level II**, Reaction Time (RT) is less than 2 hours, Error Correction Time (ETC) is 3 working days

For **Urgency Level III**, Reaction Time (RT) is 4 hours during support team working hours, Error Correction Time (ETC) is 10 working days

For **Urgency Level IV**, Reaction Time (RT) is 6 hours during support team working hours

Errors are considered repaired and error notifications will be closed after notification to the client that a permanent fix has been deployed.

In the case of concurrent failures rated with the same urgency level by the support team which are unable to be resolved simultaneously, client and scrioo will discuss the resolution procedure.

Errors corrected by scrioo as part of this SLA are included in Client's subscription at no additional cost.

## 5. Excusable Outages

Outages resulting from the following events qualify as excusable outages:

(a) All disruptions and malfunctions for which scrioo or its subcontractors are not liable, including (i) the unavailability or limited availability of scrioo's datacenter due to failures of networks or communication lines operated and/or controlled by third parties, such as leased lines and telecommunications between scrioo, its datacenters, and/or client, (ii) disruptions of third-party content, as long as the disruption occurs outside of scrioo's sphere of control (i.e. banning of IP addresses, robots.txt barrier, change of data platforms terms and conditions, disrupted availability of third-party content, suspension or termination of content provision by third-party platforms, etc.), (iii) external network attacks, (iv) any and all events of force majeure, and (v) any measures serving to repair disruptions and malfunctions as stipulated above;

(b) Maintenance measures, including those (i) occurring within the scheduled maintenance, or (ii) occurring outside the defined scheduled maintenance after being announced at least twenty-four hours in advance, such as technical check-ups of the emergency power supply or of the datacenter's infrastructure; and

(c) Change requests, including any unavailability events in which the client has been notified concerning the possible impairment and the availability and has agreed to them.

The respective outage periods will be subtracted from the total time and thus do not count for the target time. As a reminder, any unscheduled maintenance task having an impact on the operation should be notified to client.

## 6. Scope of scrioo Support Service & Escalation Procedures

Our customer success managers are reachable by phone on local working days in Luxembourg and Germany from 9am to 6pm, local time.

Additionally, scrioo provides routine multi-language helpdesk support via email. Support agents are available during extended working hours from 8am to 6pm, Luxembourg time, Monday to Friday, public holidays included.

Client shall notify scrioo of any errors it encounters.

The following contact details shall be used to notify any error in the course of the Services:

- Error notification: support@scrioo.com
- Escalation to scrioo senior management: sm@scrioo.com

scrioo has a proactive information process to contact and inform the client in case of occurrence of an urgency level I event impacting the services. The same applies to (i) any material breach of security or a penetrating virus which can affect the quality of the services or (ii) any propagation existing inside the network or applications of the client, provided scrioo has been notified as such in due time.

## 7. Consequences upon Failing Agreed Availability

### 7.1. Non Compliance with Agreed Availability

In case of non-compliance with the agreed availability of more than an aggregated six hours per calendar month, due to an event that does not qualify as an excusable outage, client is entitled to request from scrioo the application of a certain discount of the applicable fees, as detailed below. Only errors of urgency level I & II shall be deemed as a non-availability of the services and entitle the client to a discount as follows:

### 7.2. Discount Calculation Process

Should client not be able to access the services due to urgency levels I and/or II only, not caused by an excusable outage, and where client has requested the application of the discount as defined herewith, scrioo will credit client's account as follows: for every sixty consecutive minutes of non-compliance with the agreed availability per calendar month starting as of the beginning of the occurrence of urgency levels I or II above six hours in aggregate per calendar month, scrioo will credit 0.5% of the monthly fees related to that project back to the client up to a maximum of 50% of the monthly fees. For the sake of clarity, any potential additional hour of non-compliance with agreed availability below six hours in aggregate per calendar month shall not be compensated. The calculation mode for the non-compliance with agreed availability is reset automatically on the first day of the following calendar month. In order to be compensated under this article 7, client must submit an electronic mail to scrioo's support team and include the exact list of downtimes, the services/projects affected, and their corresponding duration. Upon the receipt by scrioo's support team, scrioo will proceed to a verification of this request based upon its own logs and will provide client with a final response within ten business days. If scrioo concludes an application of the discount mechanism is warranted, then scrioo will issue a credit note of the same amount together with the next invoice to be issued.

### 7.3. Maximum Service Credits

The maximum service credits that may be awarded to client by scrioo shall not exceed fifty percent of the monthly scrioo fee as defined in the order form. Any further claims or requests based upon this SLA due to decreased availability, including but not limited to claims for damages, are expressly excluded. In



addition, requests for application of service credits shall be issued by client within thirty days following an incident. At the conclusion of this timeframe, non-requested service credits are deemed expressly waived by Client. CLIENT UNDERSTANDS AND AGREES THAT THE SERVICE CREDITS ARE LIQUIDATED DAMAGES AND AN EXCLUSIVE REMEDY FOR THE NON-COMPLIANCE WITH THE SERVICE LEVEL AGREEMENT.