Service Level Agreement ("SLA") for Jedox Software as a Service ("Jedox SaaS") and Jedox Bring Your Own Infrastructure ("Jedox BYOI")

1.   General

This SLA sets forth the service level for the productive version of the applicable Jedox SaaS and Jedox BYOI to which the Customer has subscribed in an Order Form with Jedox. It applies to and is incorporated by reference into the Agreement made by and between Jedox (as identified on the Order Form) and the Customer (as identified on the Order Form). This SLA outlines the parameters of all services covered as they are mutually understood by Jedox and the Customer. It remains valid during the term of the Agreement. Jedox reserves the right to change or replace it several times during the term of the Agreement and at any time.

The following service provisions only apply if: (a) JEDOX has been paid to date and in full for the applicable services and (b) requirements and best practices given by Jedox have been fully respected.(c) Jedox BYOI: the Customer grants full access for the dedicated Jedox Cloud operations team to the Customers infrastructure limited to and where the Jedox solution is installed for at least 2 hours per week for minor updates and 4 hours for each major update

Jedox and Customer hereby agree as follows:

2.   Definitions

"**Business Hours**" means the period of time commencing at 8am on one day and running until 5pm on the same day, according to contractual local time (Jedox place of business).

"**Maintenance Window**" means a period of time designated in advance by Jedox, during which maintenance that could cause disruption of service may be performed.

 "**Core Functions**" means Reports, Designer, Modeler, Integrator, Scheduler, My Models, Administration.

"**Development & Test Environment**" is used for the provision of new releases or new features/contents for review. This environment can be used by Customer as an instance for features to be developed, tested and deployed in the Production Environment.

"**Disaster Event**" is defined as extreme weather event, terrorism, facilities disaster, extended power interruptions, hazardous chemical spills, and any other natural or man-made disasters in the which causes downtime.

"**Jedox Cloud**" means the provision of Jedox SaaS in the Jedox cloud infrastructure as defined in the product specification attached to and incorporated in the Agreement.

"**Jedox Bring Your Own Infrastructure ('Jedox BYOI')**" means the provision of Jedox SaaS as a managed service in a dedicated public or private cloud environment provided by Customer as defined in the product specification attached to and incorporated in the Agreement.

"**Jedox Cloud Console**" means Jedox online tool to administer Customer's Jedox SaaS or Jedox BYOI instances**.**

"Jedox Customer Portal" means online portal through which a Customer can contact Jedox's team of experts who will respond to queries regarding the Jedox SaaS or Jedox BYOI. The Jedox Customer Portal can be used for reporting of incidents, concerns or for requesting assistance.

"Production Environment" is the "live" environment where Jedox SaaS or Jedox BYOI is installed, actually in operation and made available to end-users.

"RTO" (Recovery Time Objective) is the targeted duration of time and a service level within which a service must be restored after a disaster.

"RPO" (Recovery Point Objective) is the maximum targeted time in which data might be lost due to an incident, i.e. a computer, system, or network goes down due to a hardware, program, or communications failure.

3. Monitoring & Availability

Guaranteed service levels as defined below are limited to the Production Environment and do not apply to Development & Test Environment or other, e.g. back-up environments.

3.1 Monitoring

The monitoring service is carried out by Jedox on the Production Environment.

3.2 Availability

3.2.1 Calculation

Availability is the proportion of time during which requests sent to the Jedox SaaS or Jedox BYOI by an authorized user resulted in a successful response of the Jedox SaaS or Jedox BYOI. This includes all Core Functions of being accessible. Availability is calculated on basis of one calendar month (the Measurement Period). Measurement is recorded by the automated monitoring system.

Jedox shall make the Jedox SaaS or Jedox BYOI available for access twenty-four (24) hours per day, seven (7) days per week during the term of the Agreementas described below:

The service level guaranteed by Jedox for Availability is 99.5% (ninety-nine point five percent) using this formula:

AVAL = {1 – [DOWN – MAIN – PRIV – FOMA]/ TIME

"**AVAL**" means level of availability expressed in %

"**DOWN**" means time of outage during the Measurement Period

"**MAIN**" means time of outage due to scheduled maintenance, update, upgrade and fixes planned or previously communicated to the Customer. This includes without limitation:

(i) a scheduled daily Maintenance Window which can be determined by the Customer in the Jedox Cloud Console; and

(ii) a scheduled weekly Maintenance Window of approx. 2h; and

(iii) a scheduled Maintenance Window of approx. 4h per case for major upgrades; currently conducted on quarterly basis (i.e. 4x / year). Jedox will inform the Customer reasonably in advance about planned major upgrade scheduling; and

(iv) any other downtime according to this section for which the Customer has been notified at least 7 business days prior to such downtime, and

(v) emergency maintenances.

"**PRIV**" (only applicable for Jedox BYOI) means customer system issues of the dedicated public or private cloud environment or any related hardware, software, interface etc. provided for Jedox BYOI. This includes time that the hardware / infrastructure provided is not available for access by Jedox on a per-need-to basis and/or during downtimes, including any time needed to restart the Jedox SaaS.

"**FOMA**" means time of outage due to events beyond JEDOX's reasonable control, such as (but not limited to): force majeure, general interruption of electricity or backbone network connectivity to the Internet, strikes, industrial disputes, war, reasons of state or civil or military authority, embargoes, acts of vandalism and terrorism, epidemics, floods, earthquakes, fires and other natural disasters. Also excluded are outages caused by Customer
.
"**TIME**" means total time during Measurement Period.

3.2.2 Credit

Service Credits are calculated as a percentage of the monthly charges (= 1/12 of the yearly applicable Jedox SaaS or Jedox BYOI subscription fee) paid by Customer for the month in which the Availability fell within the ranges set forth in the table below.

Monthly Availability Percentage	Credit Percentage
Less than 99.5% but greater than or equal to 95.0%	5%
Less than 95.0 % but greater than or equal to 90.0%	10%
Less than 90.0%	20%

Any Service Credits will only apply against future payments to be made by the Customer. To be eligible for such credit, the Customer must submit a written claim within ten (10) days after the end of the applicable month via the Jedox Customer Portal. The Customer must give all necessary information so Jedox is able to examine the claim. The Customer shall give a detailed description of the incident, details on the downtime (point-in-time and duration), the affected Jedox SaaS or Jedox BYOI environment (if applicable), a description of its efforts to solve the incident as well as any related Jedox Support Ticket ID.

3.2.3 Reporting

Summary Report: A report with detailed information on levels of service of the last 3 months is accessible via Jedox Cloud Console.Payable Security Incident Report (SIR) and a Root Cause Analysis are available according to the Jedox Information Security Policy.

3.3 System Response Time

Applicable for Jedox Cloud only: System Response Time is the time interval between a request initiated by an authorized user and the response received by the same user in the form of a web page loading. The measurement starts when the user request enters the perimeter of the Jedox Cloud (Point of Transfer) and ends when the responding event from the Jedox Cloud exits the perimeter of the Jedox Cloud (Point of Transfer). System Response Time only takes into consideration the infrastructure provided by Jedox, excluding other limiting factors that are not under Jedox reasonable controle, e.g. Internet Service Providers bandwidth, client connection or latency caused by network transit. The following are contractually guaranteed levels and not average measured response times.

The System Response Time guaranteed by Jedox for the Core Functions of Jedox SaaS is less than 3 seconds in 95% of requests. Requests related to features like file transfer, data import/export, reporting are not to be considered in those requests.

Jedox records and controls the status of Jedox Cloud by appropriate monitoring tools at regular intervals, including:

- verifying the timing and quality of responses on delivering a data packet (ping);
- verifying the timing and quality of responses on a specific set of application ports;
- verifying the timing and quality of responses for a web page loading time through a simulated application login.

3.4 Snapshots

Applicable for Jedox SaaS only: Once a day during the Maintenance Window, a snapshot of the Jedox Cloud data will be saved into snapshot storage automatically. Furthermore, the Customer can use this storage to snapshot data manually. Per default, each instance of the Jedox Cloud includes an additional 100GB of secure 256-bit AES encrypted storage, exclusively accessible by the Customer. Provided the size of the snapshot is less than the available snapshot storage space, Jedox will be keeping up to the most recent 5 snapshots in the snapshot storage assigned to the Customer.

3.5 Disaster Recovery

Applicable for Jedox SaaS only: Disaster Recovery encompasses planning and preparation to ensure that the Customer can continue to operate in case of Disaster Events and how Jedox recovers Jedox Cloud operational state within a reasonably period.

RTO (Recovery Time Objective)	12 business hours
RPO (Recovery Point Objective) (During the failover the latest recovery point will be used, cf. 3.5 Snapshot)	24 hours

3.6 End of Contract

At the end of the Customer's contract, Jedox can provide the Customer with a copy of data of their solution instance. This data will be made available as an off-line archive and can be accessed by the Customer via self-

service in the Jedox Cloud Console. This archive will contain data as is entered by users in their Jedox Cloud instance, from the time of the instance's release to the date of the request.

The archive is generated by Jedox upon receiving a written request from the Customer at least 2 weeks ahead of end of contract. All related activities are carried out and charged on a time and material basis according the rate card.