

ANNEX III – SERVICE LEVEL AGREEMENT

This document is aimed at:

- Describe availability levels for the Cloud Services; and
- Provide assistance levels for incidents in the performance of the Cloud Services

1.- CLOUD SERVICES AVAILABILITY

Customer's authorized users will be able to access and to use the software modules described in Annex I. myReach offered availability for each calendar quarter is ninety-nine percent (99%) according to the following calculation:

$$("Total" - "Non-Availability") / "Total" * 100$$

Where:

- "Total" means the total number of hours included in business hours from 9 AM to 5 PM of regular business week-days within a regular calendar quarter, excluding weekends and excluding festive days according to the calendar applicable at Fribourg, Switzerland;
- "Non-Availability" means the total number of full hours during which Customer's authorized users are not able to access to and to use the software within a regular calendar quarter;

The following events shall not be considered as "Non-Availability":

- Any Non-Availability period under one (1) hour.
- Regularly scheduled maintenance or service upgrades, for which Customer shall be informed in advance by myReach
- Interventions and/or responses to critical or security incidents;
- Non-Availability caused by third-party components linked to the Cloud Services and/or to the software modules described in Annex I, such as third party GenAI engines, graphic or CPU processing engines, or other third-party components described in Cloud Services user guides as amended from time to time, or as notified to Customer by myReach during the term of the agreement;
- Errors resulting from Customer's own software, Customer's own applications configuration or software changes initiated by Customer without myReach supervision;
- Combination or use of the Cloud Services and/or to the software modules described in Annex I with any third-party elements provided by Customer and not supervised or validated by myReach.

- Customer's negligent use of the Cloud Services and/or to the software modules described in Annex I;
- Insufficient security measures applied at Customer's own computing systems;
- Virus or cybersecurity attacks, unless myReach has not taken protective measures in accordance with the state of the art;
- Failure or constraints in the telecommunication network, power outages or other events outside the control of myReach.

In the event that offered Cloud Services Availability has not been met during a calendar quarter, Customer shall be entitled to a compensation as established in chapter 3 "penalties" of this Annex III.

2.- INCIDENT MANAGEMENT

2.1.- Reporting

The contact details and Business Hours for myReach in connection with the arising incidents are as follows:

MyReach	Telephone	Email	Business Hours
myReach Support Team	+41 78 232 84 28	contact@rea.ch	9:00am to 6:00pm Monday to Friday Fribourg, Switzerland, time (excluding holidays in Fribourg, Switzerland).

2.2.- General Assistance

The Incident Management Services include the provision of email and/or telephone responses to reasonable questions communicated by a Support Team member to myReach regarding their use of the Services.

Any Customer Support Team member may request such assistance as follows:

in accordance with the procedures applicable to the Services made available by myReach to Customer to track issues and record all enquiries; or

otherwise, by contacting myReach during its Business Hours by telephone or email using the contact details provided above.

2.3.- Incident Management

The Incident Management Services consist of using reasonable efforts to respond to any incident reported by Customer.

Customer may request Incident Management Services with respect to an Incident by contacting myReach during its Business Hours using the contact details provided above. Prior to contacting myReach, myReach support team will use reasonable efforts to identify and diagnose the Incident. As part of its report, Customer must describe, as precisely as possible, the Incident and provide the information necessary to enable myReach to reproduce the relevant Error on a determinative (and not random) basis and/or otherwise to diagnose the Incident. In case an issue can only be Reproduced from a Customer end User session, then myReach will have the right to access to Customer's account, but avoiding login into the production environment with an end User role. Upon diagnosing the Incident, myReach will recommend the appropriate action to be taken in respect of the Incident (and/or, where applicable, take such action).

In order to request Incident Management Services with respect to an Incident, the Customer member with the best available knowledge of the Necessary Information associated with the relevant Incident will notify myReach during Business Hours telephone and email using the contact details provided above. Such notification must include (i) the Necessary Information with respect to the Incident, (ii) confirmation that, in Customer's view, the Incident is a Critical or a Non-Critical Incident; and (iii) contact details (during Business Hours) of the relevant In-House Support Team member. Upon receiving notification in full compliance with the above ("**Log-Time**"), myReach shall use all commercially reasonable efforts to identify the cause of and to correct the same or reduce the effects thereof within a reasonable time in light of the urgency of the matter.

The following service levels apply in relation to an Incident (all times are in Business Hours calculated from the Log Time):

Incident	Assignment of an identified support technician	Status report/update to Customer
Critical Incident	4 hours	every 6 hours
Non-Critical Incident	8 hours	Daily

An incident is to be considered as Critical only when failure to perform of software described in Annex I impacts all the functional modules of such software to which Customer is authorized to access and use.

2.4.- Support Team

The Incident Management and Support Services provided by myReach hereunder are to be provided exclusively off site.

2.5.- Customer Co-operation

In addition to the above, Customer will provide the following co-operation in connection with the Incident Management Services:

- Provide a timely and detailed explanation, in the format requested by myReach, including to substantiate any Incident and to reasonably assist myReach in its efforts to respond to an Incident (together with underlying data, in particular a copy of the relevant client trace files, client log files and screenshots).
- Avoid access to the Cloud Services, which could affect the provision of Incident Management Services, unless requested by myReach (and in compliance with any myReach requirements).
- Establish and maintain:
 - log books detailing, chronologically, defects or errors in the functioning of the Cloud Services (including the circumstances in which they occur and any services performed) and changes made to the Environment;
 - a strict policy of limitation of access rights to sensitive settings and configuration; and

in each case as necessary to permit the In-House Support Team and myReach to narrow down without delay the possible changes that cause an incident or error and provide all information derived from the foregoing to myReach upon request.

3.- Penalties

In the event that myReach fails to meet the Service Levels described in this Annex III, the following penalties shall apply:

SERVICE	PENALTY		INVOICING PERIOD TO BE APPLIED	
			Total fees invoices yearly	Total fees invoiced monthly
Cloud Services Availability	5% reduction on Total Fees established in the Service Order (Annex I) per each 1% quarterly availability downfall, with a maximum penalty amount of 20% of the monthly fee.		myReach shall reimburse Customer at contract termination	myReach shall apply fee reduction at the following monthly invoicing period of Total Fees
Incident Management	Assignment of an identified support technician	5% reduction on Total Fees established in the Service Order (Annex I) per each hour of delay, with a maximum penalty amount of 50% of the monthly fee.		
	Status report/update to Customer	5% reduction on Total Fees established in the Service Order (Annex I) per each day of delay, with a maximum penalty amount of 50% of the monthly fee.		

To request the reimbursement, the Customer must contact myReach's support team within 30 days of the end of the month in which the availability target was not met.