

SERVICE LEVEL AGREEMENT FOR CENTRIC PXM

1. This Service Level Agreement for Centric PXM (“SLA”) is part of Customer’s most recent Master License and Services Agreement or Master Agreement for Subscriptions and Services (in each case including any amendments, addenda, or order forms thereto) signed between the parties (the “Agreement”). Centric Software shall make Centric PXM available to Customer in accordance with this SLA. Centric Software reserves the right to subcontract with qualified third parties for part or all of the Centric PXM SaaS Services.

2. **Definitions.** Terms not defined herein shall have the same meaning ascribed to them in the Agreement.

“**Availability**” or “**Available**” means the ability for the Customer to be logged onto the production environment of Centric PXM.

“**Downtime**” means the time that the Hosting Services are not Available.

“**Planned Suspension**” means suspension for maintenance purposes, backups, indexing or other necessary planned activities to ensure the continued performance, security and reliability of Centric PXM.

“**Emergency Suspension**” means emergency service interruptions which may happen at any time to fix a critical problem which poses an imminent threat to the integrity, confidentiality or availability of Centric PXM and/or Customer Data. Examples of Emergency Suspension may include, without limitation:

- Unauthorized access or intrusion attempts into the Centric PXM infrastructure,
- Attacks on Centric PXM (including a denial-of-service attack),
- Malware compromising the security of Centric PXM,
- Customer’s use of Centric PXM in a way which disrupts the use of the Centric PXM or creates a security risk to Centric Software or to any Centric Software customer, or
- Any other activity or event that poses a significant risk to the security or stability of Centric PXM.

“**Excusable Downtime**” means:

- Planned Suspension,
- Emergency Suspension,
- Outages caused by the failure of public network, communications components, or factors outside of Centric Software’s reasonable control,
- Unauthorized use or misuse by Customer’s Users or anyone using any of the Users’ passwords,
- Force Majeure events as described in the Agreement,
- Failure of Customer’s equipment or third-party computer hardware, software, or network infrastructure,
- Any interruption which is the result of Customer’s request.

3. **Availability.** The Availability target of Centric PXM is 99.8%, calculated based on calendar quarters (“Availability Target”). The Availability Target applies only to the production environment and does not apply to any test or non-production tenants.

4. **Temporary Suspension.** Centric Software may temporarily suspend access to Centric PXM for Planned Suspension or Emergency Suspension purposes. Centric Software shall inform the Customer at least five (5) calendar days in advance of a Planned Suspension. Such Planned Suspension generally takes place on Sundays between 00:00 and 24:00 (CET). Emergency Suspension may take place without notice, however, where possible, Centric Software shall use reasonable commercial efforts to provide advance warning. Centric Software shall use reasonable efforts to minimize the duration of any temporary suspension.

5. Centric Software reserves and Customer grants to Centric Software the right to use and store aggregated and anonymized information about Customer’s traffic, use cookies to store User session information, access codes and application settings to ease site navigation processes for the purposes of making Centric PXM available hereunder.

6. **Calculation, Measurement, and Service Credits.**

6.1 The calculation of Availability is based on a 24/7 schedule, from Monday through Sunday, spanning 00:00 to 24:00 hours and shall be calculated and defined as follows:

$$\left(\frac{\text{Total Minutes in the quarter} - \text{Excusable Downtime} - \text{Downtime}}{\text{Total Minutes in the calendar quarter} - \text{Excusable Downtime}} \right) * 100$$

6.2 Availability measurement is conducted by invoking a product within the tenant (incl. login) in under 2 seconds.

6.3 Non-Achievement of Availability Target

- (a) If the Availability Target is not met for a given calendar quarter as indicated above, Centric Software’s entire liability and Customer’s exclusive remedy shall be to allow Customer to submit a claim for service credits which shall include the following information: (i) a description of the unavailability; and (ii) information regarding the duration of the Downtime(s). Centric Software must receive the claim and all required information within thirty (30) days after the end of the calendar quarter during which such quarterly Service Availability Target has not been met. Claims for a service credit must be made in good faith.
- (b) Any service credit(s) granted shall be in the form of an extension of the related SaaS Subscription term upon annual anniversary and may not be reimbursed. Customer may not unilaterally offset the compensation for any performance or availability issues from any invoices that are due.
- (c) Service Credits: The percentage of the applicable fees to be credited to Customer shall be calculated on the basis of the following:

Availability Percentage	Service Credits (% of quarterly fees for SaaS Subscription)
Less 99.8% - greater or equal to 99.0%	2%
Less than 99.0% - greater or equal to 98.0%	5%
Less than 98.0% - greater or equal to 95.0%	10%
Less than 95.0%	20%

- (d) At the Customer’s request, Centric Software will provide the Customer with a report on the Availability of Centric PXM for the previous calendar quarter.

7. Support Coverage Hours

Centric Software provides support for Centric PXM Monday through Friday from 8:00 am – 6:00 pm. The time zone of the Customer’s address as indicated in the related Order Form shall be decisive.

8. Support

Support provided by Centric Software to Customer shall include the following:

[Table 1: Support services]

Query	Service [1]	Scope
Bug Fixes	Security Patches	included
Applying Updates	Minor Releases [2]	included
	Major Releases [3]	included
Support [4]	Web Ticket Support	included

[1] Communication takes place in English;

[2] released at regular intervals for a specific major release; increase the version number after the dot; usually form a bundle of hotfixes and minor functional enhancements;

[3] usually appear once a year; increase the version number before the dot; often offer basic functional enhancements or changes and may include new features and functionalities;

[4] technical support including the answering of general technical and functional questions, handling of incidents and explaining manuals and technical documentation regarding Centric PXM.

9. Incident Management

- 9.1 The processing sequence of incidents is defined by the following priorities:

[Table 2: Prioritization of incidents]

Priority	Category	Characteristics	Response Time	Resolution Time
1	‘Blocker’ Centric PXM inoperable or core function is unavailable	Disruption of Centric PXM that prevents production operations; workaround does not exist	< 2h in 99% of all cases	< 12h in 90% of all cases
2	‘Critical’ high risk that Centric PXM becomes inoperable, or core function becomes unavailable	Important function unusable with significant risk to become a ‘Blocker’ or related to production or upcoming production operations within next 4 weeks (incl. scheduled updates); workaround does not exist	< 4h in 99% of all cases	
3	‘Must’ core function is significantly impaired	Important function unusable with significant impact to Customer business activity; workaround does not exist at the time of unavailability report	< 8h in 90% of all cases	
4	‘Should’ core function is impaired without constituting a serious issue; non-core function is significantly impaired	Critical or important function affected, while the application is still usable; impact on Customer business activity is limited		
5	‘Can’ any impairment not falling into the above categories; any cosmetic issue	Functionality or performance only slightly affected		

9.2 Incidents shall be reported by the Customer to Centric Software in accordance with the defined priorities in Table 2 using the Web Ticket System. Centric Software may, taking the Customer’s interests into account, adjust the priority – either increasing or decreasing it with appropriate justification - at the earliest within the first response, without requiring the Customer’s consent. Incidents will be handled by Centric Software within the support times according to Section 7 of this SLA.

10. Backup & Recovery

Centric Software backups ensure a maximum recovery point objective (RPO) of 24 hours. Application and asset data are stored for a period of 35 calendar days. The Recovery Time Objective (RTO) is a maximum of 24 hours.

11. Customer Obligations

Customer shall inform Centric Software immediately in case of any incident via the Web Ticket System, providing all information and details necessary to identify and rectify the cause for the incident. Before informing Centric Software about an incident, Customer shall ensure that the incident is not caused by Customer’s fault. If and to the extent Customer misses to fulfill its cooperation obligations, Centric Software shall be relieved from its obligations under this SLA and the Agreement.

12. Fair-Use Policy; Overuse

12.1 For Centric PXM, up to one terabyte of transfer volume (“Traffic”) per month is available to Customer. If the Customer exceeds the agreed-upon Traffic, Centric Software will invoice the Customer for additional usage on the basis of its then applicable list price. Customer further acknowledges that failure to purchase any additional Traffic, as advised by Centric Software, may lead to Centric PXM interruption and/or performance issues.

12.2 For queries via the REST API, a maximum of 50 requests per second and Customer is possible. If this limit is exceeded, the request is throttled respectively.

12.3 Centric Software will analyze the average number of monthly active Users of the Customer for the preceding twelve months every twelve months from the start of the SaaS Subscription Term. If the average number of monthly active Users is higher than the number of Users as agreed in the Order Form, Centric Software will invoice the Customer for the difference for the past twelve months based on the agreed price per User. Further,

Centric Software reserves the right to technically limit the Customer's overuse if the Customer exceeds the number of monthly active Users by a factor of five for three consecutive months.

12.4 In the event of any other overuse, where the Customer's use of Centric PXM exceeds a certain limit specified in the Order Form, any such overuse shall be invoiced by Centric Software, unless otherwise agreed by the Parties. The invoice amount shall be determined in accordance with the pricing conditions specified in the Order Form for overuse, or, if there are no such pricing conditions, based on the then-current Centric Software price list.

13. Third-Party Software

Customer acknowledges that any independent integration of third-party software with the Centric PXM is at the sole discretion and responsibility of the Customer. Centric Software shall not warrant, guarantee, or be held liable for the functionality, compatibility, or performance of such third-party software, unless otherwise confirmed by Centric Software in writing. Further, Centric Software disclaims any responsibility for the proper transfer of data or security measures associated with the integration of third-party software, unless otherwise confirmed by Centric Software in writing. Customer agrees to independently assess the suitability and risks of integrating third-party software and bears all responsibility for any resulting issues or damages.