

Special Terms and Conditions / description of services Service Level Agreement

As of: June 2014

Introduction

1. This Service Level Agreement (SLA) describes the general customer service offered by IQ, in particular the availability of the services provided and the removal of defects.
2. The availability of services and service windows for maintenance work guaranteed by IQ may vary depending on the respective service. Details can be found in the respective country and service documentation, in particular the respective rate sheets and the descriptions of services.

§ 1 Availability of services

1. Unless otherwise agreed, IQ will perform its service over a period of 365 days with an average availability of 97.5%. Maintenance, installation and conversion times as well as service windows are not considered in this calculation.
2. The availability of the services is calculated in hours and denotes the period in which the service was available in accordance with the contractual agreement. The following definitions apply:
 - The downtime starts with the opening of a trouble ticket and ends with the correction of the notified malfunction, at the latest when notification is given to the customer that the malfunction has been corrected.
 - If different service availabilities apply to individual services then they have to be defined in the respective rate sheets.
3. If maintenance work is necessary, a service window will be defined. In particular service windows which are outside of the hours of Monday to Friday from 7am to 7pm can be defined. During the service windows the operating availability may be reduced.
4. The following points are not considered in the calculation of the availability of the services:
 - Disturbances caused by errors outside of the IT infrastructure of IQ.
 - Disturbances due to errors that are under the area of responsibility of another telecommunications service provider.
 - Disturbances due to scheduled and announced service windows as per paragraph 3
 - Disturbances due to errors, which are under the responsibility of the customer.
 - Disturbances due to errors caused by force majeure.
 - Disturbances reported by the customer that are temporary and cannot be reproduced, for which no cause can be found. IQ is however obliged to investigate these cases with the help of the customer.
 - Disturbances due to changes in configuration that were requested by the customer.
 - Disturbances that cannot be resolved because the contact person of the customer has not been available.

§ 2 Standard customers and premium customers

1. IQ offers its customers two SLA types:
 - Go Standard SLA:
Mon-Fri from 9 am to 6 pm (except local holidays)
Monthly fee: 0,- €
 - Go Premium SLA:
Mon-Sun, 24 hours a day (365 days a year)
Monthly fee: 149,- €
2. A change from Standard to Premium is possible with a conversion period of at least three working days from the start of the subsequent month. The Premium type can only be assigned with a minimum term of twelve months. After this minimum term a change from Premium to Standard is also possible with a conversion period of at least three working days from the start of the following month.

§ 3 Extra-contractual services

1. For an urgent removal of malfunctions which exceeds the contractually agreed SLA type there is the possibility of using extra-contractual services for a fee. The customer has to order an extra-contractual service by telephone through the notified telephone number. IQ decides about the acceptance of an order and reserves the right to reject extra-contractual services even after acceptance.
2. The costs for extra-contractual services are dependent on the expenses associated with the service and are charged at 95€ per commenced hour.
3. Chargeable extra-contractual services among others include special services outside of the agreed service hours as well as service work on errors, which fall within the area of responsibility of the customer.

§ 4 Customer contact

1. The IQ Business Technical Support Team is available 365 days a year around the clock to help repair the malfunctions as quickly as possible. Calls are taken in English on the following telephone number:
 - Go standard SLA: +49 1805 0068746
 - Go Premium SLA: The customer is informed of the telephone number when a premium SLA account is agreed.
2. Each malfunction is to be reported stating the customer number, date, time, duration and impact of the malfunction as well as a contact person on the customer side.
3. After the notification about the malfunction the customers' receives a trouble ticket number through which the development of the process can be traced at any time. The trouble ticket number is generated automatically during the call and is the basis for determining the downtime.

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§ 5 Classification of malfunctions

The category of a malfunction is determined by IQ, whereby a re-classification into another priority class is only possible with mutual agreement.

Type 1 Total breakdown

The customer is no longer able to use the service due to serious malfunctions (e.g. breakdown of the entire payment platform).

Type 2 Disturbances

The customer can only use the service with limitations due to functional disturbances (e.g. Individual locations cannot access a system, partial loss of service in low traffic periods).

Type 3 Minor disturbances

The operation is only affected by small problems and the customer is still able to use the service. This includes minor disturbances (e.g. software errors with a possible bypass, malfunctions of automatic processes etc.)

§ 6 Time limits for repairs

1. The following average times apply to the services of IQ depending on the malfunction classification:

| Type | Confirmation of malfunction report & information about first results | Average repair time |
|------|--|---------------------|
| 1 | after 2 working hours | 5 working hours |
| 2 | after 4 working hours | 12 working hours |
| 3 | after 12 working hours | 72 working hours |

2. Only hours within the contractual service times are taken into account in the calculation.

Example: A type 1 repair starts at 4 pm and ends at 9 am the following day. With Go Standard SLA this corresponds to a repair time of two hours and therefore remains within the contractually agreed framework.

3. Claims for loss or rescission by the customer are ruled out if IQ has resolved notified malfunctions within the agreed deadline. Other claims due to default, especially cancellation, are ruled out provided IQ has not acted with intent or gross negligence or the deadline or the characteristic was not guaranteed.

§ 7 Escalation process in critical cases

1. After the expiry of the agreed period of repair an explanation follows as to why the malfunction was not able to be resolved and when a final resolution is to be expected.

2. After the expiry of the agreed period of repair the IQ Business Technical Support Team will raise the malfunction notice to the IT manager and the respective Account Manager. If the time limit is exceeded by more than 100%, although at least by eight hours, the case is raised to the company management of IQ.

3. If a malfunction is considered to be critical earlier then it is immediately raised. The IQ Business Technical Support Team will regularly inform the customer about the process of the repairs.

§ 8 Compensation payments

1. If a malfunction is not resolved within the repair time agreed, the customer is allowed to request compensation for the affected service within a month of the official resolution of the malfunction, provided it has subscribed to Go Premium SLA. The corresponding compensation is calculated based on the installation fees for the affected service.

| Delay in working days | Credit of the installation fees |
|-----------------------|---------------------------------|
| 5 – 10 days | 10% credit |
| 11 – 20 days | 20% credit |
| 21 – 30 days | 40% credit |
| more than 30 days | 50% credit |

2. If the agreed availability for a year is not achieved, the customer is allowed to request compensation for the affected service up to one month after the end of the year, provided the customer has subscribed to Go Premium SLA. The respective compensation is calculated based on the repeat monthly costs elements of the affected services.

| Exceeding in hours | Credit of x% of one monthly fee per service, per year |
|--------------------|---|
| Up to 4 hours | 10% |
| Up to 8 hours | 15% |
| Up to 12 hours | 20% |
| Up to 16 hours | 25% |
| etc. | Up to a max. of 100% |

For services with variable monthly fees the average monthly fee of the affected partial service over the calendar year is used as the basis for the calculation of the compensation.

3. Compensation is credited to the customer on their invoice.