

Schedule 1 – Service Level Agreement

1. Support hours are Monday through Friday between 3 a.m. and 9 p.m. U.S. East Coast Time, 9 a.m. and 12 a.m. Central European Time (hereinafter referred to as "Support Time"). For category 4 (urgent) requests, support is available all day, 365 days a year.
2. For communication, Crownpeak will provide the customer with a trouble ticket system (TTS) and/or an e-mail address.
3. Upon receipt of the support request, Crownpeak will contact Customer within the response times set forth below. The parties agree on the following service categories and response times:

Urgent (Service Category 4)

The production environment is down, the public website is down, or an important feature is unavailable.

High (Service Category 3)

The disruption significantly affects the core functions of the Crownpeak product, so that it can no longer be used in a commercially viable manner and there are no reasonable technical and/or organizational workarounds.

Normal (Service Category 2)

Issues that affect the usability of the product, but for which a workaround is offered that does not affect key features if the issue is not considered urgent or high, as well as general questions about the product.

Low (Service Category 1)

Product improvement requests, as well as general service requests that don't require an immediate resolution or that require available resources to start working. This includes deployment requests, which fall under product-dependent deployment SLAs.

4. Requests made during support hours will be handled with the following response times:

Defect class / Service Level	Urgent (4)	High (3)	Normal (2)	Low (1)
Response times ¹	15 min	15 min	15 min	15 min
Start of error analysis within support hours	2 hrs	8 hrs	1 business day	3-5 business days based on request

¹ Sending an e-mail confirming that the ticket has been received in the ticket system.

5. If the customer reports an issue via a ticket or email, they must describe the issue in as much detail as possible. Upon receipt of the report, Crownpeak will analyse the problem and attempt to resolve it within the time limits set out in clause 4. Crownpeak reserves the right to determine how a problem will be resolved and, if a solution is not possible, to offer the customer a workaround to the extent possible.
6. Crownpeak's maintenance obligations apply to the current version of the software. The customer will be informed in advance of the availability of a new version of the software. Maintenance of the production environment usually takes place on the last Wednesday of the month between 7:00 a.m. CET and 9:00 a.m. CET. The staging servers for development and QA are serviced one week in advance. If individual project adjustments are necessary on the part of the customer after an update or upgrade, these are not included in the scope of the contract and must be agreed separately with the customer.
7. Service Commitment
Crownpeak shall undertake all commercially reasonable efforts to make the Software available with a minimum Monthly Uptime Percentage as outlined in the table below.

Service	Monthly Uptime Percentage
CMS Editorial Environment (FirstSpirit, Webforms, Translation Studio)	99.5 %
Digital Quality Management (DQM)	99.9 %
Delivery (FirstSpirit ICE)	99.9%
Delivery (CaaS, SmartSearch,)	99.9%
Delivery (Static Webhosting)	99.9%

Monthly Uptime Percentage is calculated by subtracting the percentage of minutes for a month in which the service was unavailable from 100%. Measurements exclude downtimes resulting directly or indirectly from a defined reason (see below).

The Service Commitment does not apply to any unavailability, suspension or termination of the services,

- a) that result from a suspension of service pursuant to terms of the Agreement;
- b) caused by factors outside of our reasonable control, including any force majeure event or Internet access or related problems beyond the Service;
- c) that result from any actions or inactions of the customer or any third party, including failure to acknowledge a recovery volume;
- d) Applications or services created or implemented by the customer or a third party on his behalf (Customizing)
- e) that result from an announced software update;
- f) arising from our suspension and termination of the right to use the Software in accordance with the Agreement.

8. **Service Credits**

Service Credits are calculated as a percentage of 1/12 of the annual costs paid by the customer for each service. The corresponding percentages are shown in the table below:

Environment	Annual Uptime Percentage	Service Credit
Editorial (FirstSpirit, Webforms, Translation Studio)	Editorial and Admin User	
	less than 99.5 % but equal to or greater than 98%	3 %
	less than 98 % but equal to or greater than 97%	5 %
	less than 97% but equal to or greater than 96%	8 %
	less than 96%	10 %

Digital Quality Management (DQM)	End User	
	less than 99,9% but equal to or greater than 99,0%	5%
	less than 98,9% % but equal to or greater than 95,0%	7%
	less than 94,9% % but equal to or greater than 90,0%	10%
	less than 89,9%	30%
Delivery (FirstSpirit ICE)	End User	
	less than 99,9 % but equal to or greater than 99,0 %	10 %
	less than 99,0 % but equal to or greater than 98,0 %	15 %
	less than 98,0 % but equal to or greater than 97,0 %	20 %
	less than 97,0 %	30 %
Delivery (CaaS, SmartSearch,)	End User	
	less than 99,9 % but equal to or greater than 99,0 %	3 %
	less than 99,0 % but equal to or greater than 98,0 %	5 %
	less than 98,0 % but equal to or greater than 97,0 %	8 %
	less than 97,0 %	10 %
Delivery (Webfront Hosting)	End User	
	less than 99,9 % but equal to or greater than 99,0 %	10 %
	less than 99,0 %	20 %

To receive a Service Credit, you must submit a request. You must make the submission to Crownpeak customer support using the form available on this website: <https://support.crownpeak.com> within thirty (30) days from the time you become eligible to receive the applicable Service Credit. Such submission must include: (a) "SLA Claim" as the subject of the ticket; (b) the dates and times of Unavailable Time for which a credit is being claimed; (c) any documentation of the applicable outage. Each Service Credit will be applied to future amounts payable by you in connection with the applicable Crownpeak product. No refunds or cash value will be given.