

Cortado Service Level Agreement

During the term of the applicable Cortado Agreement (the "Agreement"), the Cortado Service will be operational and available to Customer at least 99.9% of the time on an average and annual basis (Service Level Agreement, the "Cortado SLA"), unless a separate SLA is agreed to in writing.

This Cortado SLA constitutes Customer's sole and exclusive remedy in the event that Cortado fails to comply with the SLA.

Exclusions

- Cortado points out that this SLA excludes "force majeure" events - events beyond Cortado's reasonable control. These include actions of third parties beyond Cortado's control, technical aspects of the Internet as such, and the availability and reliability of the customer's infrastructure, including and in particular the devices (smartphones, etc.) connected to and used through Cortado. Hardware and software used by the customer may also have a negative impact on our service. This downtime is excluded to the extent that any of these aspects affect the Service.
- Any Scheduled Downtime that is announced by Cortado in accordance with the Agreement or by public notice 24 or more hours in advance. Company will use commercially reasonable efforts to schedule all Planned Downtime during the hours from 6:00 p.m. Friday through 3:00 a.m. CET Monday.
- Any period of unavailability lasting less than 15 minutes.
- The Cortado SLA does not apply to services that expressly exclude this Cortado SLA.
- The Cortado SLA does not apply to accounts with overdue invoices.

Obligations of the customer

If Cortado fails to comply with the Cortado SLA and if Customer complies with its obligations under this Cortado SLA, Customer shall be entitled to the Service Credits described below.

Definitions

The following definitions apply to the Cortado SLA.

- "Downtime" means that there is a user error rate of more than five percent. Downtime is measured based on the server-side error rate.
- "Monthly Uptime Percentage " means the total number of minutes in a calendar month minus the number of downtime hours suffered in a calendar month divided by the total number of minutes in a calendar month.
- "Service" means the Cortado Service as provided by Cortado to Customer in accordance with these Terms.

Service credits

Service credit will be issued based on the monthly uptime percentage as follows:

- <99.9% - >=99% = 6 service credits
- <99.0% - >=95% = 25 service credits
- <95.0% = 50 service credits

Each service credit corresponds to one day of Cortado Service, which is added at the end of the service period at no cost to the customer.

Utilization of service credits

- In order to receive any of the service credits described above, Customer must notify Cortado within thirty days from the date Customer becomes eligible to receive a service credit. Failure to comply with this requirement will result in Customer forfeiting its right to receive a Service Credit.
- The maximum total number of service credits Cortado will issue to Customer for all downtime occurring in any single calendar month may not exceed the end of the service period by more than fifteen days. Service credits cannot be converted for monetary amounts.

Status: February 1, 2021