



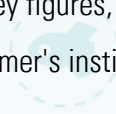
SUPPLEMENTARY GENERAL-TERMS&CONDITIONS SERVICE-LEVEL-AGREEMENT (sGTC-SLA) Valid from: 1.7.2025	
1. Provider	<p>HAKOM Time Series GmbH, FN [Business Register No.] 390349v Lemböckgasse 61/2/6 1230 Vienna, Austria Tel.: +43 (1) 8157980-112; E-Mail: office@hakom.at</p>
2. Scope of the sGTC-SLA	<p>These supplementary General Terms and Conditions Service Level Agreement (sGTC-SLA), as amended from time to time, apply in addition to the following contracts (main contract) of the Provider</p> <ul style="list-style-type: none"> • PowerTSM GTC • PowerTSM Technology GLST • PowerTSM Solutions GSLT <p>for the purchase of services from the Provider for the maintenance and servicing of the standard software and the SaaS purchase of PowerTSM ("Software"), even if no express reference is made to this in individual cases. The version of the GTC valid at the time the contract is concluded shall apply. Deviating, conflicting or supplementary General Terms and Conditions shall not become part of the contract, even if the Provider is aware of them. The Provider hereby expressly objects to any general terms and conditions of the Customer.</p>
3. Subject matter of the contract	<p>If the Provider agrees to maintain and service the software as part of the main contract, this shall include the following basic services of the Provider (i) the elimination of errors in the software; (ii) the further development of the software and (iii) the provision of an error reporting system ("ticket system").</p>
4. Error correction	<p>a) The aim of error correction is to maintain the continued functionality of the software as agreed in the main contract. Accordingly, an error exists if the software does not have the aforementioned functionality in the system environment contractually intended for it and when used as intended and this has more than an insignificant effect.</p>

	<ul style="list-style-type: none"> b) In the event of properly reported errors, the Provider undertakes to begin to rectify the error within the agreed response times in accordance with the following provisions and to work towards rectifying the error to the best of its ability. c) The manner in which the error is rectified shall be at the Provider's discretion. d) The Provider shall provide the error correction services with the care customary in the industry. The Provider does not guarantee the elimination of errors at all or within a certain period of time. e) The Provider shall be entitled, but not obliged, to rectify errors outside its business hours; however, this shall only be done if the Customer assures its cooperation to a sufficient extent and pays the additional fees to be agreed for these services. f) The Provider may eliminate any errors that occur, taking into account the prioritization made and the selected support class, at its own discretion by means of the following measures: <ul style="list-style-type: none"> i. Changing the configuration or codes; ii. Suggesting a workaround for the errors.
<p>5. Service times</p>	<ul style="list-style-type: none"> a) Depending on the agreement in the main contract, the Provider promises the following service times: <ul style="list-style-type: none"> i. BD*8: on Austrian working days (except 24. and 31.12) Monday through Friday, 9:00 a.m. to 5:00 p.m. (CET/CEST). ii. only for "Advanced Plus" service package BD*10: Support for critical incidents (P1) on Austrian working days (except 24 and 31 December) Monday to Friday, 8:00 a.m. to 6:00 p.m. (CET/CEST). iii. only for service package "Advanced Plus" WE*8: Support for critical incidents (P1) on Saturdays, Sundays and public holidays (incl. 24 and 31.12.), 9:00 to 17:00 (CET/CEST).
<p>6. Classification of incidents</p>	<p>The incidents symptoms are classified according to their objective priority as follows:</p>


	<ul style="list-style-type: none"> a) Critical Incidents (P1): Incidents preventing operation or safety risks that cause significant economic or technical damage. b) High-priority Incidents (P2): Incidents that significantly impair operations but do not pose any immediate safety risks. c) Medium priority Incidents (P3): Incidents that impair operation but have no direct impact on safety or essential functions. d) Low priority Incidents (P4): Incidents that slightly impair operation and have no direct impact on safety or essential functions.
<p>7. Response time</p> 	<ul style="list-style-type: none"> a) The response time starts when the provider receives the customer's error message. b) The date of receipt is determined by the entry in the ticket system. c) Outside service hours, the response time is suspended until the start of the next service time window. d) The response time is deemed to have been met if targeted troubleshooting measures are initiated by qualified personnel within the response time. The standard response times are defined as follows: <ul style="list-style-type: none"> i. Best Effort (BE): within the operational capabilities of the Provider (therefore no explicit commitment to response or resolution times). ii. Business Day (BD): working day in Austria (except 24 and 31.12). iii. Next Business Day (NBD): the next business day (working day) in Austria following the day of notification (except 24 and 31.12). iv. Shorter Reaction Time (SRT): for Critical Incidents (P1), a response time of 2 hours and a target resolution time of 4 hours applies. e) Unless otherwise agreed, the following response time applies within the "Advanced Plus" service class: Next Business Day (NBD) within the BD*8 service time. f) At the express request of the Customer, the Provider agrees to the shortened response time 'Shorter Reaction Time' (SRT) for extended service times in the "Advanced Plus" service class.

<p>8. Service and response times</p>	<p>Unless otherwise agreed in the main contract, the following services are available in the agreed service classes:</p> <table border="1" data-bbox="643 304 1497 824"> <thead> <tr> <th></th> <th>Service class Base</th> <th>Service class Advanced</th> <th>Service class Advanced Plus</th> </tr> </thead> <tbody> <tr> <td>Available service & Response times</td> <td>BD*8 BE</td> <td>BD*8 BE</td> <td>BD*8 NBD or BD*8 SRT BD*10 SRT optional additional WE*8 SRT</td> </tr> </tbody> </table>		Service class Base	Service class Advanced	Service class Advanced Plus	Available service & Response times	BD*8 BE	BD*8 BE	BD*8 NBD or BD*8 SRT BD*10 SRT optional additional WE*8 SRT
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Available service & Response times	BD*8 BE	BD*8 BE	BD*8 NBD or BD*8 SRT BD*10 SRT optional additional WE*8 SRT						
<p>9. Ticketing system</p>	<p>a) The Provider shall provide the Customer with access to its online ticketing system.</p> <p>b) The customer is obliged to use the online ticketing system to report errors.</p> <p>c) The error message should contain the following information: Customer; in which module the error occurred; the work steps in the course of which the error occurred or which caused the error; the description of the error by means of screenshots, logs or similar notes; the date and time the error was detected; information on reproducibility (yes/no).</p>								
<p>10. Updates, release planning and support</p>	<p>a) During the contractual term of the SLA, the customer is entitled to updates (minor functional enhancements and bug fixes) and upgrades (functional enhancements) to the software.</p> <p>b) The granting of rights under the main contract also includes the rights to updates and upgrades provided by the provider.</p> <p>c) The customer is not entitled to a specific update or upgrade - with the exception of function-impairing bug fixes (P1 to P4).</p> <p>d) The provision of services for updates, upgrades and consulting (support) is carried out in accordance with the Provider's business requirements and possibilities.</p> <p>e) The Provider intends to develop the software in at least two releases per year. The Provider shall, within the scope of its possibilities and in</p>								

	<p>coordination with the Customer, ensure that the Customer's requirements for the software are incorporated into the release planning in good time. To this end, there should be a regular exchange of information between the contracting parties wherever possible.</p>
<p>11. Services not included</p>	<p>According to the SLA, there is no entitlement to the following services in particular without an express additional order:</p> <ul style="list-style-type: none"> a) The adaptation of the software to versions that are in use by other users. b) Adaptation of the software to a changed hardware or software environment, including adaptation to changed operating systems. c) The adaptation of the software to legal or sovereign requirements. d) The elimination of errors from the customer's area of risk, in particular errors caused by improper operation or modification of the software, by contamination of software components with computer viruses, use of unsuitable data carriers, abnormal operating conditions that do not correspond to the contractually agreed conditions, faulty hardware, failure of the power supply or data-carrying lines, errors due to inadequate information security, unsuitable environmental conditions at the location of the software operation and force majeure, and e) The rectification of errors resulting from adaptations of the software or parts thereof (in particular reports, key figures, validations) by the customer or by third parties at the customer's instigation. f) Advice over and above the error correction owed ("support services"). g) The instruction and training of software users. h) The transfer of rights; these are regulated conclusively in the main contract. i) The list is not exhaustive. It cannot be concluded from the lack of mention of services that these services are the subject of the Provider's contractual obligations.



<p>12. Obligations of the customer to cooperate</p>	<p>a) A prerequisite for the provision of maintenance and support services by the Provider is that the Customer uses the software in its current version.</p> <p>b) The Customer shall support the Provider in every respect in the fulfillment of the maintenance services under this contract. In particular, in the interest of efficient troubleshooting and error handling, the Customer shall appoint a responsible employee (so-called key user) and a corresponding deputy immediately after conclusion of the contract and name them to the Provider.</p> <p>c) The key users shall bundle and coordinate reports and requests. Before forwarding the reports and inquiries, they will first check how they can help the affected users on the basis of their own expertise. If they are unable to solve the problem, they will forward it to the provider. They are also entitled to place orders with the customer for the provision of services not owed under this contract.</p> <p>d) The key users shall also support the Provider during the troubleshooting work (e.g. by sending test cases and/or test data to , providing error logs, screen shots, etc.).</p> <p>e) The Customer is obliged to grant the Provider permanent remote access to the software provided via a connection that is protected against unauthorized access by third parties.</p> <p>f) It is the Customer's responsibility to inspect the maintenance and support services, including any amended or supplemented documentation, immediately after delivery. Obvious defects must be reported to the Provider in writing immediately, hidden defects immediately after discovery.</p>
<p>13. <u>Additional services</u></p>	<p>a) Services not included in the SLA are "additional services" and can be purchased separately in packages in the form of so-called support credits.</p>

	<p>b) Requests for additional services are redeemed for Support Credits, whereby one request generally corresponds to one Support Credit.</p> <p>c) For requests whose expected processing time exceeds the specified processing time, the number of Support Credits required is announced in the ticket system. After confirmation by the customer, the request is then processed against the expected number of Support Credits required.</p> <p>d) Unused Support Credits expire 12 months after purchase. Redemptions are always made on the oldest outstanding Support Credit.</p> <p>e) The minimum charge per request is one credit.</p>																												
<p>14.Support</p> 	<p>a) Depending on the additionally agreed support class, the customer is entitled to technical support in relation to the use of the software and the provider's technology.</p> <p>b) The customer must use the provider's ticketing system for the support request.</p> <p>c) The support classes include the following services (services marked with * include only the provision of the services; the actual calls are then billed on a time and material basis via the support credits):</p> <table border="1" data-bbox="635 1344 1497 2051"> <thead> <tr> <th>Services</th> <th>Standard</th> <th>Advanced</th> <th>Advanced Plus</th> </tr> </thead> <tbody> <tr> <td>Service Desk*</td> <td>✓</td> <td>✓</td> <td>✓</td> </tr> <tr> <td>Online Product Documentation PowerTSM® Standard software</td> <td>✓</td> <td>✓</td> <td>✓</td> </tr> <tr> <td>Online Knowledge Base PowerTSM® Standard Software</td> <td>✓</td> <td>✓</td> <td>✓</td> </tr> <tr> <td>Telephone support*</td> <td></td> <td>✓</td> <td>✓</td> </tr> <tr> <td>Analysis via remote maintenance*</td> <td></td> <td>✓</td> <td>✓</td> </tr> <tr> <td>Short training course on new features of PowerTSM® standard</td> <td></td> <td>✓</td> <td>✓</td> </tr> </tbody> </table>	Services	Standard	Advanced	Advanced Plus	Service Desk*	✓	✓	✓	Online Product Documentation PowerTSM® Standard software	✓	✓	✓	Online Knowledge Base PowerTSM® Standard Software	✓	✓	✓	Telephone support*		✓	✓	Analysis via remote maintenance*		✓	✓	Short training course on new features of PowerTSM® standard		✓	✓
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Analysis via remote maintenance*		✓	✓																										
Short training course on new features of PowerTSM® standard		✓	✓																										

	software			
	Named account manager, available 'best effort'			✓
	Roadmap meetings			✓
	<p>d) Provider support is provided at the following times: BD*8.</p> <p>e) For software created by the provider on behalf of the customer that is not included in the product standard, an individual maintenance contract can be agreed for an additional charge.</p>			
15. Contract duration and termination	The SLA is concluded for the duration of the main contract. It shares its legal fate, the minimum contract term and the notice periods.			
16. Miscellaneous	In all other respects, the provisions of the main contract shall apply.			

