

# SERVICE LEVEL AGREEMENT

## Preamble

While IXOPAY strives for 100% uptime, claims for restoring usability only apply to the extent the Guaranteed Availability, as defined below, is not met.

### 1. Common Conditions – Error Notification Process for Customers

- 1.1. Customer must report all issues and errors of a Core Functionality of a Product in accordance with the procedures and contact details set forth in the Customer Experience and Support Policy (each, an "Error Notification").
- 1.2. Requests notified via the SLA Phone which do not relate to an impairment of Transaction Availability are not governed by this SLA. Such support may be provided in accordance with the Customer Experience and Support Policy.
- 1.3. Error Notifications must be made without undue delay and at the latest within 5 business days of Customer becoming aware of an issue. Otherwise, Customer's claim for SLA Compensation related to that incident is excluded.
- 1.4. Performance specifications in this SLA are referring to the service quality of the Product as provided to Customer via the applicable IXOPAY APIs. Demo- or Sandbox-Environments and Beta-Versions of functionalities as well as connectivity impairments between Customer and/or Customer's IT-system and IXOPAY APIs are out of scope.

### 2. Guaranteed Availability

**2.1. Core Functionalities & Downtime.** Guaranteed Availability is ensured insofar as the Customer is able to utilize the following exhaustively listed "Core Functionalities" of any Product in their most recent version (if applicable), unavailability of which is deemed as "Downtime":

- a) Processing of Transactions via the Platform, i.e.
  - i) Receipt of transactions by Platform via Transaction API
  - ii) Availability of PCI Vault (secure.ixopay.com)
  - iii) Capability to tokenize credit card details in the Tokenization Endpoint
  - iv) Transfer of tokens from PCI Vault to Platform
  - v) Interoperability of Platform and PCI Vault
  - vi) Availability of Platform VPN peering points
- b) API immediately and directly required for live Transaction processing via the Platform
- c) Universal Tokenization API endpoints

IXOPAY warrants to Customer a Guaranteed Availability of 99,90 % per calendar month. Otherwise, Customer can request "SLA Compensations" as set forth in Section 3 below.

Customer acknowledges that IXOPAY is not responsible for the comprehensive monitoring of Customer's use of the Product outside the Core Functionalities. Such responsibility lies solely with Customer.

**2.2. Calculation and Measurement of Downtimes.** Downtime begins at the earlier of (i) IXOPAY's confirmation to Customer that a Core Functionality is unavailable; or (ii) IXOPAY's public System Status (cf. Section 3) announcing an incident affecting any Core Functionality. Downtime is deemed to end as soon as all Core Functionalities are restored.

Guaranteed Availability per calendar month is calculated on the basis of the following formula:

$$\text{Transaction Availability in \%} = 100 - \frac{\text{Downtimes (Minutes)}}{\text{Calculation Period (Minutes) - Maintenance Downtime (Minutes) - Exempted Downtime (Minutes)}} * 100$$

The “Calculation Period” is the respective month and begins with the Effective Date of the Order Form for a Product in scope of any Guaranteed Availability.

### 2.3. Maintenance Windows.

- 2.3.1. Planned Maintenance Windows: In order to maintain functionality and operational reliability of the Products and to continuously improve performance, IXOPAY regularly performs preventive maintenance activities. Where IXOPAY reasonably expects such activities may cause a Downtime or otherwise have a material impact on operations and/or transaction processing, Planned Maintenance Windows are announced at least 5 Business Days in advance.
- 2.3.2. Urgent Maintenance Windows: IXOPAY may carry out corrective maintenance activities at any time, which, due to their urgency or other circumstances, are necessary to prevent or address errors and/or urgent security patches of the Products that cannot be deferred. In such cases, IXOPAY will use best efforts to notify Customer immediately or as soon as reasonably practicable when commencing an Urgent Maintenance Window.
- 2.3.3. IXOPAY cannot fundamentally exclude that limited Downtime of a Product may occur during any Maintenance Window, including because redundancy of data centers may be degraded. Downtime occurring in any Planned Maintenance Window is calculated as "Maintenance Downtime" under the formula in Section 2.2 for up to 30 Minutes, and counts as “Downtime” thereafter. Any warranty or liability claims of Customer due to Maintenance Downtimes are excluded.
- 2.3.4. In the spirit of good cooperation, Customer shall inform IXOPAY sufficiently in advance of their planned or urgent maintenance works, insofar as such activities may adversely affect the connection with IXOPAY.

### 2.4. Exempted Downtimes.

Downtimes outside IXOPAY’s responsibility are considered “Exempted Downtimes” in accordance with Section 2.2 above, and include:

- 2.4.1. Extraordinarily required maintenance activities, if such were not caused by a breach of IXOPAY’s obligations (force majeure, unforeseeable strikes, natural disasters etc.);
- 2.4.2. Downtimes due to DDoS (distributed denial of service), virus or hacker attacks, provided IXOPAY’s full compliance with the agreed and/or appropriate technical and organizational security measures;
- 2.4.3. Downtimes due to act or failure to act of Customer and/or their suppliers including Payment Service Providers (e.g. failure or unreasonable delay of cooperation);
- 2.4.4. Downtimes caused by malfunctions, misconfigurations, or downtime in applications, platforms, or network connections used or operated by Customer or by third parties contracted or chosen by Customer, including Payment Service Providers.
- 2.4.5. Downtimes caused by changes in settings and parameters of the Product made by Customer contrary to Agreement, including any applicable Documentation.

### 3. System Status

IXOPAY maintains a public status page at [status.ixopay.com](https://status.ixopay.com). IXOPAY will notify Customers regarding Downtimes and Maintenance Window exclusively via this channel. Under this link, Customer shall subscribe to receive email notifications whenever IXOPAY creates, updates or resolves an incident. Customer is solely responsible for subscribing and maintaining its notification preferences.

### 4. SLA Compensation

- 4.1. In the event of a Downtime pursuant to Section 2, Customer can request the following SLA Compensations:

Transaction Availability	SLA Compensation
≥ 99.90	none
≥ 99.80	2 %

≥ 99.70 5 %

≥ 99.50 10 %

< 99.50, for each additional 0.5 % 10 %

- 4.2. SLA Compensations are calculated exclusively based on the fees payable during the calendar month in which the Downtime occurred for the Core Functionalities having been affected by such Downtime (“Calculation Basis”) and are limited to a maximum of 50% of that Calculation Basis. If the Downtime only affects individual operations, the Calculation Basis equals the percentage of operations affected.<sup>1</sup>
- 4.3. Claims for SLA Compensation must be made in writing no later than the end of the month following the Downtime. Otherwise, Customer’s claim expires. IXOPAY will issue all SLA Compensations as deductions from the next invoice(s).
- 4.4. SLA Compensations are Customer’s sole and exclusive remedy for any failure to meet the Guaranteed Availability and the Parties acknowledge that the amount of SLA Compensations due correspond to a genuine pre-estimate of damages to be reasonably expected.

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<sup>1</sup> Example: If the Downtime only affects 30% of the operations (e.g., for the Platform: Transactions) during the Downtime, the Calculation Basis is 30%.