Service Level Agreement
for ifm Cloud Software

This Service Level Agreement ("**SLA**") governs the system availability for the ifm Cloud Software (the "**Cloud Software**") Subscription (as defined herein) purchased by the customer ("**Customer**"), both as identified on the applicable ifm Acknowledgment. This SLA is a part of the General Conditions of Use for Cloud Software, which is incorporated herein by reference and made a part hereof (the "**Terms**").

Capitalized terms used but not defined in this SLA shall have the meanings set out in the Terms.

1. **Defined Terms.** For purposes of this SLA, the following terms shall have the following meanings:

    "**Credit**" means a percentage of Cloud Software Fees to be credited to Customer if ifm fails to meet a Service Level, as set forth in this SLA.

    "**Downtime**" means the total number of minutes in any given month during which the Cloud Software (excluding preview, pre-release, beta or trial versions) is unavailable. Downtime does not include Excluded Downtime.

    "**Excluded Downtime**" means total number of minutes in the applicable month that the Cloud Software is unavailable due to: (i) Scheduled Downtime, (ii) downtime authorized by the Customer, or for which the Customer received at least five (5) business days advance notice, (iii) periods of unavailability due to factors beyond ifm's control, such as unforeseeable events that could not have been prevented even with the exercise of reasonable control.

    "**ifm**" means the ifm entity identified on the ifm Acknowledgment.

    "**Incident**" means the Customer's communication to ifm via a support request in accordance with Section 2(a) of an unscheduled or unanticipated incident that adversely affects the delivery of the Cloud Software.

    "**Monthly Subscription**" means the monthly subscription fee (or 1/12th of the annual Subscription) paid by the Customer for the Cloud Software.

    "**Priority Classification**" means the level of priority, as determined by ifm, for an Incident in accordance with Section 2(b).

    "**Response Time**" means the applicable response time for each Priority Classification as defined in Section 2(b) where such time is measured from the time ifm confirms its receipt of an Incident submission from the Customer in accordance with Section 2(a) ("Confirmation of Receipt").

    "**Scheduled Downtime**" means the total number of minutes in any given month that the Cloud Software is unavailable due to ifm's scheduled maintenance and repair.

    "**Service Level**" means a performance standard that ifm is required to meet in providing the Cloud Software, as set forth in Section 3 of this SLA.

    "**Subscription**" means the annual subscription purchased by the Customer for its use of the Cloud Software but does not include any hardware and/or applicable communications services, devices, or equipment.

2. **Support Services.** This SLA covers the following support services:

    (a) Incident Submission. ifm will perform all support services for Incidents during the office hours specified under the "contact" section of the applicable country-specific ifm.com webpage ("Support Hours"), within the Response Times defined for the applicable Priority Classification. All support is provided in the English language.

In the event of an Incident, the Customer will submit its support request using the applicable Service Center phone or email provided on the country-specific ifm.com webpage. By submitting a support request, the Customer authorizes the ifm support team to download or copy any data necessary for troubleshooting the Incident.

Each support request must include the following information: (i) name and address of the location experiencing the Incident, (ii) name, telephone number and email address of the Customer's contact person for the Incident, (iii) Customer instance URL, (iv) Customer's suggested Priority Classification, (v) detailed description of the Incident, with screenshots or examples, as appropriate.

(b) Priority Classification. ifm will assign a priority level (High, Medium, or Low) to each Incident, according to the following criteria:

Priority Classification	Description
High	The Incident has serious impact on business operations or activities, or business operations cannot be carried out. The Incident requires immediate action because significant losses may result, or overall business operations may be affected.
Medium	(i) A High priority Incident for which the Customer has received, within the Response Time for the High Incident, a work-around that the Customer has accepted; or (ii) an Incident, other than High priority, that affects the business operations or marketability of its service or product. The Incident has minor impact on business operations.
Low	An isolated or minor error that does not: (i) significantly affect the Cloud Software functions; (ii) can or does impair or disable only certain non-essential Cloud Software functions; and (iii) has no or no more than a minor impact on the business operations.

(c) Incident Response and Resolution Times. ifm commits to the following Response Times for Incidents submitted during the applicable Support Hours:

Priority Classification	Response Time (after ifm's Confirmation of Receipt)
High	4 hours
Medium	8 hours
Low	24 hours

(d) Exclusions and Limitations. This SLA does not cover the following performance or availability issues:

(i) resulting from factors beyond ifm's control (e.g., natural disasters, war, acts of terrorism, government actions, or network or equipment failures outside of ifm's data centers, including the Customer's location or between the Customer's location and ifm's data centers);

(ii) resulting from the use of Customer equipment and/or third party hardware, software, communication lines (including but not limited to cellular), or network infrastructure outside of ifm's data center and not under the direct control of ifm, including but not limited to problems due to insufficient bandwidth or in connection with third party software or services;

(iii) related to the use of end of life products or software, or preview, pre-release, beta or trial versions of products or software;

(iv) due to unauthorized use or lack of compliance with security measures, in particular by employees, vicarious agents, or contractors of the Customer or to persons who have passwords of the Customer or who gain access to ifm Cloud Software via the Customer's equipment, or which are otherwise due to the fact that the relevant security measures have not been complied with;

(v) resulting from misuse, improper use, misconfiguration, alteration or damage to the Cloud Software in a manner contrary to the description contained in the Documentation;

(vi) due to use of the Cloud Software in an environment outside those specified in the Documentation;

(vii) resulting from the failure to install an Update where the Update would have resolved the issue;

(viii) resulting from the Customer's failure to maintain and/or update applicable hardware (i.e., gateway and/or communication equipment, devices, or services);

(ix) due to unauthorized modification by the Customer or a third party to the Cloud Software and/or applicable hardware; or

(x) for Subscriptions that were reserved but not paid for by the Customer.

3. Service Levels and Credits. The following table sets forth the Service Levels and the Credits to which the Customer will be entitled if ifm fails to meet the Service Levels. The Service Level is based on the following calculation (total number of minutes in any given month - Downtime/total number of minutes in any given month) * 100.

Cloud Software	Service Level	Service Credit	Maintenance/Downtime /Availability Status	Customer Data Storage/Deletion
moneo Cloud	99.5% in the last 12- month period	2% for each percentage point below the Service Level	Known availability issues (including past, current, and/or planned) will be reported at status.ifm.	Customer access to the Cloud Software will be disabled 30 days after expiration or termination of the Subscription. Customer Data will be deleted 60 days after

				expiration or termination of the Subscription.
iokey Cumulocity (io-key.ifm)	99.0% in the last 12-month period	2% for each percentage point below the Service Level	Known availability issues (including past and/or current) will be reported at status.ifm. There are not regularly scheduled downtimes for maintenance.	Customer access to the Cloud Software will be disabled 30 days after expiration or termination of the Subscription. Customer Data will be deleted 60 days after expiration or termination of the Subscription.
ifm business solutions applications (ifm bs apps)	99.0% in the last 12-month period	2% for each percentage point below the Service Level	Known availability issues will be reported in the ifm business solutions customer portal. Furthermore, the downtimes of the Business Technology Platform ("BTP"), which are announced by SAP, apply: https://support.sap.com/en/my-support/systems-installations/cac/maintenance-windows.html?anchorId=section _149735568	Customer access to the Cloud Software will be disabled upon expiration or termination of the Subscription. Customer Data will be deleted 60 days after expiration or termination of the Subscription.

All Credits shall be applied to the next invoice following the Subscription year in which the Service Level failure occurred. In no event will the Credits exceed 100% of the Customer's Monthly Subscription.

The Credits set forth in this SLA shall be the Customer's sole and exclusive remedy for ifm's failure to meet the Service Levels. The Customer shall not be entitled to any other rights or remedies set forth in the Terms.

4.   Customer Obligations. Customer's responsibilities and obligations in support of this SLA include the following:

(a) Designate a professionally and technically qualified contact person as a direct liaison responsible for communicating with, and providing timely and accurate information and feedback to, ifm in connection with an Incident.

(b) Providing information, authorizations, access, and use of Customer systems as required by ifm for performing the support services.

(c) Adhering to policies and processes established by ifm for reporting Cloud Software failures and incidents and prioritizing service requests.

(d) Provide any such other reasonable cooperation and assistance as ifm may request.

5.   Assumptions. ifm's performance of the support services under this SLA is subject to the following assumptions, constraints, and dependencies:

(a) Information provided by the Customer to ifm as required for the support services will be accurate and timely.

(b) ifm's procedures and delivery of support services may be affected by changes in relevant Customer internal policies or in applicable laws or regulations.

6. **Miscellaneous**.

(a) Scheduled Downtime, current availability, Updates, and modifications for the Cloud Software are available at status.ifm, or the ifm business solutions customer portal if applicable.

(b) Disputes will be resolved in accordance with the terms and conditions under Section 15 of the Terms.

(c) This SLA may be modified from time-to-time by ifm, the latest version of which is available on the applicable country-specific ifm.com webpage. The Customer's renewal of its Cloud Software Subscription acts as its acceptance of such modifications.

(d)   In the event of a conflict between the provisions of this SLA or the Terms, the provisions of the Terms shall be agreed to set forth the governing and controlling provisions.