Service Level Agreement for IFM Cloud Services

1. Service Level Agreement

This Service Level Agreement ("SLA") for IFM Cloud Services regulates the system availability for the productive version of the IFM Cloud Services that the customer has agreed with IFM ("**IFM Cloud Services**").

This Service Level Agreement for IFM Cloud Services does not apply to IFM Cloud Services for which an SLA is expressly regulated in respect of system availability in the supplementary conditions for the IFM Cloud Service in question or in which the applicability of the SLA for system availability is expressly excluded in the agreement.

2. Definitions

"**Downtime**" is the total number of minutes in the month during which the IFM Cloud Service in question is unavailable. This does not include "excluded downtime", described under Clause 3.2.

"**Month**" indicates a calendar month.

"**Monthly cloud fee**" means the monthly fee (or 1/12 of the annual fee) paid for the cloud service.

The "**total number of minutes in the month**" is collected 24 hours, seven days a week, within one (1) month. "UTC" refers to the time standard "Coordinated Universal Time".

3. SLA for system availability and credit notes

3.1 Claims

If IFM fails to meet the agreed system availability obligations, the customer can demand a credit note equal to the amount specified in Clause 3.2. Further claims are excluded.

3.2 System availability

System availability in percentage terms is calculated as follows:

$$Systemverf\ddot{u}gbarkeit = \left(\frac{Gesamtzahl\ der\ Minuten\ im\ Monat - Ausfallzeiten}{Gesamtzahl\ der\ Minuten\ im\ Monat} \right) * 100$$

SLA for system availability	System availability of 99.0% per month for productive versions.
Credit note	2% of the monthly cloud fee per percentage point (1%) below the SLA for system availability where the credit note may not exceed 100% of the monthly cloud fee.
Excluded downtime	Total number of minutes in the month due to the following: (i) scheduled downtime for which a regular maintenance window is specified in Section 4 or (ii) other scheduled downtime periods where the customer has been notified at least five (5) working days in advance, or (iii) unavailability caused by factors outside of IFM's reasonable control, such as unforeseeable events that could not have been avoided even if reasonable care had been exercised.
Scheduled downtime	The scheduled downtime periods for the corresponding IFM Cloud Services agreed by the customer are set forth in Section 4 under "Maintenance windows for IFM Cloud Services".

3.3 _Restrictions

This SLA and all applicable service levels do not apply to performance or availability problems:

- caused by factors outside of IFM's sphere of influence (e.g. natural disasters, war, acts of terrorism, state measures or network or equipment failures away from the provider's data centres, including those at the customer's site or between this location and the data centres of the provider);
- resulting from the use of hardware, software or services that are not provided by IFM, including issues attributable to insufficient bandwidth;
- that occur in relation to the use of a preview, preliminary version, beta version or test version of a service, function or software;
- caused by unauthorised use or failure to observe security measures, in particular by employees, vicarious agents or contractors of the customer or persons with access to the customer's passwords or access to IFM Cloud Services via the customer's equipment, or because the relevant security measures have not been observed in some other way;
- if the problems occur because the customer fails to adhere to the required configurations, uses unsupported platforms or uses a service in a manner incompatible with the functions of the service;
- resulting from incorrect entries or attempts to carry out operations that exceed the allocated quotas;
- if the customer uses service functions outside the relevant support window; or
- for licences reserved at the time of the incident but have not been paid for.

4. Maintenance windows for IFM Cloud Services

The following maintenance windows are available to IFM for scheduled downtime. Time zones refer to the location of the data centre where the IFM Cloud Service is hosted. IFM shall notify the customer immediately and within a reasonable period of time of important upgrades or emergency maintenance for the IFM Cloud Services.

CLOUD SERVICE	Regular maintenance windows Start time in UTC by region	Duration	Important upgrades Time frames in UTC by region
LR SMARTOBSERVER	Europe: Winter: first Tuesday of the respective month, 6 pm, UTC Summer: first Tuesday of the respective month, 5 pm, UTC	4 hours	Up to six times a year (must be announced five days in advance)

5. Modifications

Amendments to this Service Level Agreement, in particular in relation to the maintenance windows specified under Clause 4, shall be reserved. IFM shall communicate any amendments to this agreement to the customer giving due notice thereof.