

General service level agreement

Between

viscan GmbH,
Am Wallgraben 144,
70565 Stuttgart,

Represented by
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and

the customer for B2B.

This agreement applies to all business relationships in Germany and abroad. Deviating regulations of the customer are not recognized. viscan reserves the right to adapt this agreement at any time.

1 Preamble

viscan provides digital construction site services within the scope of the respective order in accordance with the order confirmation, the General Terms and Conditions (GTC), the end user agreements and the possible individual contractual provisions. This Service Level Agreement of viscan contains the definition of the performance standards for the quality of the services (products, solutions and services) offered by viscan. In order to clearly define the Service Level Agreement, the availability of services and the times for operation, administration, response and recovery as well as the processes for fault clearance (incident management) are explained below. The Service Level Agreement, together with the order confirmation and the GTC, is an integral part of the contract between the customer and viscan GmbH. Unless otherwise agreed, the current version of this agreement at the time of conclusion of the contract or part of the contract shall apply to existing and future contractual relationships between viscan and the customer. viscan may introduce, adapt or terminate this agreement at any time. This is a generally applicable agreement for all business relationships. The products covered by this agreement can be found in Appendix A of this agreement.

2 Definitions

2.1 Service

A service describes a definable, coherent service to be provided by viscan.

2.2 Operating time

The operating time of our software products, including hardware-based software, is generally 24 hours a day, 7 days a week. Exceptions to this must be agreed on a case-by-case basis.

2.3 Administration time

Administration hours are Monday to Friday from 08:30 to 16:30 (except on public holidays and December 24 and 31).

2.4 Incident

An incident occurs when there is a partial or complete failure of a service or a reduction in the quality of operation of a provided service that is not caused by the user or customer intentionally or without their knowledge. Every incident is processed as part of the incident management process.

Incidents can be reported either by email or via WhatsApp, either by the customer or automatically by the monitoring system. Each incident is assigned a unique process. When the ticket is submitted, the incident is deemed to have been accepted by viscan. This ticket remains open for the entire duration of the incident in order to document the progress of all measures in it. The submitter is obliged to describe the incident in great detail and to explain the exact steps required to reproduce it. If an incident cannot be reproduced, it is not released for processing until further notice.

As part of the classification of the incident reported by the customer, it is assigned a priority internally.

Incidents occurring shall be classified by mutual agreement between the contracting parties as incidents preventing operations, incidents preventing operations with a high degree of urgency, incidents preventing operations with a low degree of urgency or insignificant incidents. If the contracting parties do not reach an agreement immediately, the customer shall decide on the classification at its reasonable discretion. If viscan is of the opinion that the classification by the customer was incorrect, viscan is entitled to initiate the escalation procedure after the incident has been resolved. If, in the course of the escalation procedure, an incorrect classification by the customer becomes apparent, viscan shall be entitled to invoice the customer separately for the additional expenses incurred as a result of the incorrect classification.

If services are not fully redundant, it is assumed that they are not critical and their failure is treated with low urgency.

Priority is assigned according to the matrix shown below:

- Priority
- Urgency
- Impact

1* high preventing operation	2* high hindering operations	3 low operational hindrance	4 low not significant
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* To be assigned priority 1 or 2 by the customer, the message must be exactly reproducible.

2.4.1 Priority 1

An incident of priority 1 exists if the use of the contractual services of viscan is impossible or severely restricted, for example due to failures, malfunctions, incorrect work results or response times, and this incident cannot be circumvented with reasonable technical and/or organizational aids (workaround).

2.4.2 Priority 2

An incident of priority 2 exists if the use of the contractual services of viscan is not impossible or severely restricted, for example due to failures, malfunctions, incorrect work results or response times, but the restriction(s) of use is (are) not only insignificant and can be circumvented with reasonable technical and/or organizational or other economically reasonable means (workaround) and the incident has a high degree of urgency.

2.4.3 Priority 3

A Priority 3 Incident corresponds to a Priority 2 Incident with the difference that the Incident is only of low urgency.

2.4.4 Priority 4

An incident of priority 4 exists if the use of the contractual services of viscan is not directly and/or significantly impaired.

2.5 Availability

Availability is calculated as follows:

Availability in % = $100 - (\text{downtime} * 100 / \text{reference time})$

When calculating the percentage availability, the figures are rounded to two decimal places in accordance with commercial principles.

The reference period is the calendar year. The availability is determined from the provision of the service. In short years, the time before or after productive operation counts towards the reference period for the calculation of availability.

2.6 Response time

The response time is the time between the opening of an incident (also automated) in viscan's ticket system and the first qualified measure to analyze the incident and resolve it; this can also be an AI chatbot.

2.7 Recovery time

The recovery time is the period within the downtime from the opening of an incident (also automated) until the incident is resolved or a workaround is provided.

The following applies to the conclusion of an incident:

- viscan informs the customer that the incident has been successfully resolved (also automatically).
- The recovery period is interrupted from the time viscan notifies the customer that the incident has been rectified.
- If the customer confirms that the incident has been rectified, the incident is considered closed.
- If the customer declares within 5 days after viscan has notified the customer that the incident has been rectified that the incident - contrary to viscan's notification - has not been rectified from the customer's point of view, the recovery period shall continue to run from the date of receipt of the customer's declaration.
- If, within a period of 7 days after viscan has notified the customer that the Incident has been resolved, the customer neither confirms that the Incident has been resolved nor makes a statement to the effect that the Incident has not been resolved, the Incident shall be deemed to have been resolved by viscan..

2.8 Downtime

The downtime is the period outside of announced maintenance windows during which an SLA-relevant incident of priority 1 or 2 exists. It begins when the incident is reported and ends when it is resolved or a workaround is provided.

The following incidents in particular are not SLA-relevant:

- Incidents due to force majeure (in particular war, strike, natural disasters), sabotage and comparable circumstances for which viscan is not responsible
- Incidents for which viscan is not directly responsible, in particular virus and hacker attacks, attacks on the network or mail infrastructure of viscan, DDoS attacks, etc., if viscan has fulfilled its contractual obligations to protect the systems or the customer is responsible for the failure (e.g. failure of the customer to cooperate)
- Incidents that are due to failures of parts of the Internet or third-party services that have a contractual relationship with the requesting party itself, which are beyond the control of viscan

- Incident periods caused by the customer blocking console or remote access, which also applies to the use of MDM.s
- Incidents due to poor quality of the software provided, provided that viscan has sufficiently fulfilled its duty of care
- Incidents due to software errors in applications
- Incidents due to planned interruptions for maintenance work that fall within the agreed maintenance windows (periods of planned unavailability)
- Incidents erroneously reported to viscan that are reported to the customer due to errors in internal or external monitoring services
- Incidents that are reported due to the failure of an upstream service, so that the services that are not actually disrupted are no longer accessible
- Incidents that were mainly caused by the customer or third parties
- Incidents caused by a lack of cooperation on the part of the customer or third parties commissioned by the customer
- Incidents caused by the customer due to faulty or inadequate maintenance of the customer's own hardware or software
- Incidents due to incorrect behavior of a third party component outside the scope of viscan

2.9 Maintenance window

viscan is entitled to maintain and expand the technical components at regular intervals, to install updates and patches or to carry out other work that is necessary for smooth and secure operation (maintenance window). Where possible, the customer shall be notified in good time of any work to be carried out during the maintenance window. There is a regular maintenance window every Friday from 10 p.m. to 5 a.m. on Saturday and Sunday from 8 p.m. to 5 a.m. on Monday. During this time, service outages or restrictions may occur. viscan is entitled to postpone the maintenance window after giving advance notice, in particular to rectify incidents or to avert imminent dangers.

If the customer can use the service during the maintenance window, there is no entitlement to this. If there is a reduction in performance within the maintenance window, the customer shall have no claim to liability for defects or compensation.

2.9.1 Software updates and patches

In the case of services provided, operated or subcontracted by viscan, such as cloud systems, middleware, databases or applications, all updates and/or patches required for reasons of operational security are generally installed independently by viscan or the direct manufacturer.

If security updates and patches are not or no longer made available by the manufacturer, viscan cannot guarantee operational stability and security. The customer will be informed of this in writing by the operator or manufacturer. The customer must then decide how to proceed and inform viscan of this in writing or by e-mail through the person responsible at the customer.

Unless otherwise agreed with the customer, security updates and patches are regularly installed once a month in a dedicated maintenance window (patch day) as part of the standard change procedure. Urgently required security updates can also be carried out unscheduled. Interruptions to operations must be tolerated in this respect if this can avert major anticipated damage and viscan is not at fault. Unscheduled updates shall be announced to the customer in advance. Updates for new features are installed in the same way as software updates and do not require prior notice.

3 Service level

3.1 Availability of the infrastructure

The availability of the IT infrastructure depends on the three key factors of power supply, air conditioning and network connection, which are usually ensured by the hosting providers (such as AZURE or AWS). viscan itself only guarantees the availability information provided by the manufacturer and listed below. This may vary depending on the provider and operator and may change slightly.

3.2 Availability of services

The minimum availability of a service guaranteed by viscan is specified in its availability class. These are defined as described below. If a service has a minimum availability that differs from its availability class, this is explicitly stated in the respective service description of the service. If no class is specified, the Highly Reliable class always applies.

Unless explicitly stated otherwise in the service description, the following therefore applies to a service: Availability class / availability

1	No Redundancy (NR) ≥ 92,0 % p. a.	2	Highly Reliable (HR) ≥ 95,0 % p. a.
3	High Availability (HA) ≥ 98,0 % p. a.	4	Fault Tolerant (FT) ≥ 99,5 % p. a.

3.3 Response time

Service levels are specified for the response time for processing incidents. These are as follows:

Priority	Outside admin time	Within NR & HR*	Within HA & FT*
1	≤ 48 hours	≤ 4 hours	≤ 2 hours
2	≤ 48 hours	≤ 8 hours	≤ 4 hours
3	≤ 3 working days	≤ 1 working day	≤ 1 working day
4	≤ 3 working days	≤ 2 working days	≤ 1 working day

* during the administration time

3.4 Recovery time

3.4.1 Recovery time of services by availability class

Die Recovery times start with the clear description and reproducibility of an incident.

Priority	Within NR & HR**	Within HA & FT**
1	≤ 2 working days	≤ 1 working day
2	≤ 2 working days	≤ 1 working day
3	≤ 4 working days	≤ 4 working days
4	≤ 7 working days	≤ 7 working days

** If third-party providers are upstream in the review process for the provision of updates, the time of initial submission after submission applies.

3.5 Violation of the service level

If viscan culpably violates a promised service level (always with regard to the respective individual service) for incidents of priority 1, 2 or 3, the customer is entitled to liquidated damages in the following amount:

Accessibility	Credit note for amounts to be paid
≤97.0 %	2.5 % p. a. in relation to the month concerned
95.0–92.0 %	3.5 % p. a. in relation to the month concerned
<92.0 %	5 % p.t. in relation to the month concerned

Irrespective of the amounts stated above, the maximum amount of liquidated damages may not exceed 100% of the monthly rent (or 1/12 in the case of annual flat rates) of an affected service. viscan reserves the right to prove that the customer has incurred no damage or less damage than the contractual penalty.

4 Disclaimer

4.1 General disclaimer for all products

The customer and user is independently obliged to check whether the specifications and solutions provided by viscan apply to the products purchased by the customer and whether these are suitable for him and his employees. viscan excludes any liability for the functioning of the applications and products and cannot be held accountable for this. viscan fulfills its obligation to report incidents and also to test the products, applications or individual updates in advance. There is no further obligation. In particular, viscan cannot be held liable for delayed responses if it can be proven that this was not caused by viscan.

4.2 General testing obligation after updates for every customer

The customer and its users have a duty of care and must check the reliability of all functions after each update, including system updates.

5 Severability clause

Should individual provisions of this Service Level Agreement be or become invalid or unenforceable in whole or in part, this shall not affect the validity of the remaining provisions of the respective contract.

Appendix -A-

Overview of the services provided

NR	Main product	By-product	Verf. class	Special features
V01	SCIN 3D Scanning		FT & HA	FT./ application in general and coordinate transfer service - HA./ for connections and individual functions
V02	Coord. trans tool		FT	
V03	Geomesh service	iTWIN/P4De	HA	
V04	geomesh Cloud		HA	
S01	SDX Cloud		HA	
S01a	SDX Cloud	V03 & V02	FT	
P01	Aero Propeller Cloud		HA	
N01	Novorender Cloud		HA	
Vi01	viDoc & viDoc light	SDK Auth	HA	
Tr01	DA2	MMT Auth	HA	