

# Service-Level-Agreement for PTV Cloud Services

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Short title	Service Level Agreement for PTV Cloud Services
Version of the contract template	1.9.0 dated 2023-10-31

This Service Level Agreement (“**SLA**”) consists of terms for maintenance, support and the availability of the PTV Cloud Service divided in the following sections:

- Section 1: General policies and processes
- Section 2: PTV Cloud Service updates
- Section 3: Product support
- Section 4: 24/7 service availability

# 1 General policies and processes

## 1.1 Introduction

Upon execution of the contract and delivery/activation of the PTV Product, the cooperation enters into the phase of Maintenance, Support and Availability Services (“**MSAS**”), which encompasses three aspects:

- Continuous Updates of the PTV Product (section 2);
- Product Support provided by PTV, pertaining to the usage of the PTV Product and the product-specific functionalities (section 3);
- 24/7 Service Availability of the PTV Product hosted by PTV in the Cloud (section 4).

MSAS are provided to the Customer during the validity period defined in the contract and may be suspended or terminated by PTV in case of payment default or breach by the Customer of its obligations under this SLA or under the contract.

Any rights or claims which the Customer may have with respect to defects in quality shall remain unaffected by the terms of this SLA.

Maintenance and support terms published by the Customer shall not be applicable unless PTV has agreed to them in writing.

PTV Support at a glance:

- Any Product Error is to be reported to PTV’s global Helpdesk portal at <https://helpdesk.ptvgroup.com/>
- Commercial questions or general queries at <https://www.ptvgroup.com/en/solutions>

Services provided by PTV beyond the scope of Product Support and Service Availability, for instance training, software development, consulting, etc, are not part of this SLA and shall be regulated by another specific agreement.

## 1.2 Definitions

**Customer** is an entrepreneur within the meaning of sec. 14 BGB (German Civil Code) who has purchased the PTV Product and uses it for its own business purposes and is therefore a commercial customer.

**Downtime** is a period of unavailability of the PTV Product as further defined under section 4.5.

**End-user** is the person using the PTV Product. The End-user is an employee or authorized representative of the Customer.

**Error** is any problem affecting the good functioning of the PTV Product delivered by PTV. The words “fault”, “failure”, “disturbance”, “issue”, “problem”, “defect” and “incident” shall be synonymous in the context of this SLA. An Error is either a **Product Error** (or “Product fault”, “Product failure”, etc.) eligible to Product Support as defined in section 3 or a **Service Error** (or “Service fault”, “Service failure”, etc.) eligible to Service Availability as defined in section 4.

**External Component** is any software, middleware, hardware, content, data, energy or telecommunication component which is not specifically included in the PTV Product and for which PTV assumes no responsibility.

**Maintenance, Support and Availability Services (“MSAS”)** have the meaning provided in the introduction of this SLA.

**MyPTV Cloud Service** is cloud-based software and Data provided by PTV to the Customer via the “MyPTV” e-commerce platform.

**Permanent Solution** means the restoration of the PTV Product to full compliance with the specifications as set forth in the Product Description. A Permanent Solution has been successfully implemented when the disturbance is completely eliminated and the PTV Product functions as per specifications in a stable/permanent way. The status of the Error is then set as closed.

**PTV** is PTV Planung Transport Verkehr GmbH or any affiliate providing the PTV Product to the Customer, either directly or through a Third-Party Distributor.

**PTV Cloud Service** is cloud-based software and Data provided by PTV to the Customer via the Internet in a public cloud, usually by means of an API.

**PTV Software** means PTV software programs or components, including licensed third-party components, in part or in whole, intended for use in specific business premises (“On premise”).

**PTV Products** are PTV Software and/or PTV Cloud Services.

**Reaction Time** shall include on the one hand the “Response Time” and on the other hand the “Resolution Time”.

**Response Time** is the time to acknowledge receipt of a Ticket and to start working on the resolution of the Error.

**Resolution Time** is the time to implement a Permanent Solution or a Workaround Solution.

**Product Description** provides the technical specifications and functionalities of the PTV Product as amended from time to time.

**Service Hours** are the time slots during which Tickets are processed by PTV. Service Hours for Product Tickets are detailed in section 3.

**Severity Level** describes the criticality classification assigned to errors, as detailed below under “Error classification”.

**Third-Party Distributor** is an affiliate, reseller or other contractual partner of PTV.

**Ticket:** The words “ticket”, “query”, “enquiry”, “alarm”, “error message”, “call”, “report”, “claim”, “notification” and “request”, unless the context suggests otherwise, shall be

synonyms used to reflect the reporting by the Customer of an Error. Product Ticket and Service Tickets pertain to Product Errors and Service Errors, respectively.

**Transfer point** is the point of internet transfer as further defined under section 4.

**Workaround Solution** means the correction of Errors and restoration of the PTV Product up to a satisfactory level of performance minimizing the observable impact on the End-user, although it does not completely conform to specifications and may include reduced functionalities. When a Workaround Solution is implemented, the Error status remains open until a Permanent Solution is implemented.

### 1.3 Error classification

Upon observing a valid Error, the Customer shall describe it, collect evidence, classify its severity and report such description, evidence and classification through a Ticket. Errors shall be classified according to their severity as follows:

- **Category 1:** Errors that have a critical impact on the business operations of the End-user, in particular, some major features are unavailable, severely disturbed or frequently interrupted. The End-user cannot carry out his/her daily work, is at risk of losing data or is under the threat of a total system failure. There is no way to work around the problem.

Excluded are:

- All types of user queries in relation to the handling of the PTV Cloud Service.
- All types of parameter settings.
- All types of graphical settings and screen layouts.

- **Category 2:** Errors that have a significant impact on the business operations of the End user. The Maintained Product continues to perform, but with important restrictions in performance or functionalities.

Excluded are:

- All types of user queries in relation to the handling of the PTV Cloud Service.
- All types of parameter settings.
- All types of graphical settings and screen layouts.

- **Category 3:** Errors that have moderate impact on the business operations of the End user. Performances or functions are temporarily or partially restricted, affecting slightly the daily work.

- **Category 4:** Errors without any impact for the customer and of lowest priority, such as functional questions or routine messages.

PTV reserves the right to re-classify the Error if it appears that the original classification was not reflecting its real severity or if subsequent corrections have been partly implemented and have caused a change of severity.

#### **1.4 Cooperation of the Customer**

In case the Customer experiences conditions that result in dissatisfaction about the services or other non-conformities to the agreed standards, it is imperative that these concerns are identified and brought to the attention of PTV without any delay in order to allow both parties to find a mutually acceptable resolution and to keep communicating about the respective expectations.

The Customer shall cooperate free of charge and with reasonable promptness to the Maintenance and Support Services. The Customer shall in particular be attentive to the following tasks:

- Observe, describe and document the circumstances of any Error, which includes the collection of supporting evidence such as screenshots, log details, error messages;
- Ensure that the Product and Service Error qualify respectively for Product Support and Service Availability, with respect to the list of exclusions mentioned below;
- Submit a Ticket via the Helpdesk Portal under <https://helpdesk.ptvgroup.com/>;
- Appoint a contact person to provide necessary information and with the authority to take or bring about decisions without undue delay;
- Provide reasonable support in the analysis, handling and rectification of Errors;
- Provide as necessary free of charge and secure remote access to its servers or applications;
- Implement Workarounds and Permanent Solutions or Updates provided, and follow any specific instructions provided by PTV or the Third-Party Distributor.

#### **1.5 Exclusions**

The Provision by PTV of the MSAS is subject to compliance by the Customer of its obligations under this SLA and under the contract, which include inter alia the following aspects:

- Observance of all technical requirements as set forth under the Product Description
- Product Tickets will qualify only if they refer to Product Errors, i.e. a circumstance where the PTV Product does not provide whole or part of the function or performance specified in the Product Description or in any other official document provided by PTV. Product Tickets will be disqualified when they refer to:
  - a) issues caused by External Components;
  - b) issues resulting from a use of the PTV Product which does not comply with the Product Description and technical requirements specified in the Product Description or with specifications otherwise provided by PTV, such as but not limited to use of the PTV Product outside the intended hardware and software environment, hardware and network communication faults, wrong configuration, overload, etc.;
  - c) issues caused by unauthorized modifications of the PTV Product;

- d) issues caused by wrong or missing third-party input data, unless such data are part of the PTV Product;
- e) issues caused by the Customer's failure to install an Update or to abide by measures specified by PTV to rectify the Error and where the Error would have been cured by such Update or measure;
- f) issues pertaining to services which do not form part of the PTV Product, for instance training, software development or consulting;
- g) Service Errors, which shall be dealt with according to the processes set forth in section 4.

Disqualified Product Tickets will not be processed by PTV. In case of recurring disqualified Product Tickets that necessitate interaction efforts from PTV, PTV may suspend the PTV Product and/or the MSAS and/or charge penalties.

Any service provided by PTV to the Customer which does not qualify as MSAS is subject to a separate agreement and compensation.

### **1.6 Transfer and assignment**

PTV may at its own discretion involve subcontractors for the provision of the MSAS. Notwithstanding the terms of section 3.2, PTV may at its own discretion transfer the responsibilities to provide the MSAS to the Third-Party Distributor take them over from the Third-Party Distributor.

## **2 PTV Cloud Service Updates**

PTV may at its sole discretion decide to update (or change, or replace) periodically the PTV Cloud Service or any part of it ("**Update**"). Updates may pertain to the software, the hosting infrastructure, or to the content, in isolation or in combination. Updates include inter alia patches, bug fixes, Workarounds, Permanent Solutions, data interfaces, customer UI and new releases of any part of the software or the content. For instance, several PTV Cloud Services enjoy cartographic updates once a year, which may be subject to specific rules and restrictions issued by the map data provider.

The goal of any Update is to increase End-user's satisfaction in several ways:

- Technical improvements, stability, security, bug fixing,
- Additional features and functionalities,
- Novation of the design and of the Graphical user experience,
- Migrating a PTV Cloud Service to another PTV Cloud Service.

Updates may be of minor or major magnitude. PTV will communicate regularly to ensure that major updates are known in advance and consequences are anticipated.

The implementation of an Update cannot be objected by the Customer. However, the Customer retains the right to unsubscribe from the PTV Cloud Service according to the terms set forth in the contract or to terminate the contract under the specific terms thereof.

Once delivered by PTV, an Update is eligible to MSAS.

The MSAS are provided only for the current version. Updates are backwards compatible.

The delivery of Updates is subject to the Customer's eligibility to the MSAS as specified in section 1.1. The customer avails with regards to the Updates of the same rights of use as were applicable to the previous version of the PTV Cloud Service granted under the contract.

## 3 Product Support

### 3.1 Scope

Product Support services are available for Customers who have purchased the PTV Product, during the period of validity of the subscription or according to the maintenance terms defined in the contract. The purpose of the Product Support is to facilitate the use of the PTV Cloud Service, by providing answers and rectifications to Product Tickets raised by the Customer. Product Support is not a substitution to training or to the general information provided by PTV under the Product Description and other channels such as tutorials and webhelp. Only qualified Product Tickets are entitled to Product Support. Sec. 1.5 lists and defines the circumstances which may disqualify a Product Ticket.

### 3.2 Communication channels and responsibility matrix

Product Tickets shall be communicated by the Customer:

- either directly to PTV, when the Customer has purchased the PTV Product directly from PTV,
- or to the Third-Party Distributor, in case the Customer has purchased the PTV Product through the Third-Party Distributor.

In the first case, the Customer shall communicate the Product Ticket in the manner set forth below in the section "PTV Global Helpdesk Portal" and PTV shall provide the support through its Regional resources in the manner set forth below in the sections "PTV Regional Support Hours" and "PTV Reaction Times".

In the second case, the Customer shall communicate the Product Ticket to the Third-Party Distributor according to procedures set forth by the Third-Party Distributor, and Third-Party Distributor shall be responsible for the Product Support as **First-Level Support Provider** vis-à-vis the Customer, with assistance provided by PTV vis-à-vis the Third-Party Distributor as **Second-Level Support Provider**. The Product Support provided by the First-level Support Provider and the Second-level Support Provider shall be referred to as First-level Support Services and Second-level Support Services, respectively. The respective responsibilities assigned to PTV and to the Third-Party Distributor are further detailed in the following two sections.

#### 3.2.1 First-Level Support Service

The First-level Support Provider (PTV or Third-Party Distributor as specified in the contract) is the only point of contact for any communication with the Customer.



The First-level Support Provider is responsible for the recording, prioritizing and monitoring of the Product Tickets and for the correction of the Product Errors, within the boundaries of its technical expertise. The First-level Support Provider will:

- a) establish an efficient communication channel with the Customer, such as a web-based ticketing system offering in particular a time stamp and recording features,
- b) verify that the Product Ticket qualifies,
- c) analyze the Product Error, narrow down its root causes,
- d) collect additional information, data and documents that are necessary to analyze and remedy the Product Error,
- e) advise the End-user on the handling and circumvention of the error, when relevant and possible,
- f) correct issues that can be fixed with the technical means and skills of the First-level Support Provider,
- g) forward the Product Ticket to PTV for issues that exceed the technical means and skills of the First-level Support Provider, and provide all necessary information and assistance to enable PTV to remedy the Error,
- h) facilitate the installation of any Workarounds or Permanent Solution provided by PTV,
- i) provide the End-user with regular feedback on the status of any activities and rectification efforts of both First-level Support Provider and the Second-level Support Provider.

The First-level Support Provider shall designate in its organization a specific team in charge of First-level Support Services and an escalation mechanism to resolve crisis.

The First-level Support Provider shall gather and analyze with great care the nature of the issue and the underlying root cause, with consideration of what the End-user is trying to accomplish so that time is not wasted on attempting to solve a symptom instead of a problem. Once identification of the underlying problem is established, the First-level Support Provider can begin sorting through the possible solutions available, such as verification of the correct usage of the PTV Cloud Service, resolving username and password problems, and assistance with navigating around application menus. If all primary methods have failed, the First-level Support Provider shall document both the issue and the first correction attempts and shall consider engaging the assistance of the Second-level Support Provider.

### 3.2.2 Second-Level Support Service

The Second-level Support Provider (PTV) is responsible for the Product Support which the First-level Support Provider is unable to handle with its own technical means and skills. The Second-level Support Provider may only be contacted by the First-level Support Provider, not by the End-user himself.

The level of expertise on the Software is greater with the Second-level Support Provider than it is with the First-level Support Provider.

The Second-level Support Provider will

- a) advise the First-level Support Provider on the handling and circumvention of the error (if possible),
- b) initiate activities directed towards mitigation and remediation of the issue, firstly with the provision of a Workaround if relevant, then with a Permanent Solution.

### 3.3 PTV's Global Helpdesk Portal

Regardless of the organization (PTV providing Product Support directly to the Customer or PTV providing Second-level Support Service to Third-Party Distributor) and regardless of the geographical location, PTV Product support is to be contacted by posting a Ticket into PTV's global Helpdesk portal at <https://helpdesk.ptvgroup.com/>.

### 3.4 PTV's Regional Support Centers and Service Hours

PTV's Helpdesk will process the tickets by mobilizing resources located in various geographical areas ("**Regional Support Centers**") during the Service Hours applicable to the concerned Regional Support Center. The Service Hours usually amount to 40 hours a week during weekdays (excluding national or provincial holidays). The exact Service Hours applicable to each Regional Support Center will be notified by PTV from time to time and may be revised at PTV's discretion.

PTV will assign a specific Regional Support Center to the Customer with consideration of geographical, technical and linguistic parameters.

Product Tickets reported outside of the Service Hours shall be handled from the beginning of the following applicable Service Hour. If an error cannot be processed and resolved during a particular Service Hours session, its processing shall be suspended at the end of the session and shall resume at the beginning of the following Service Hour session.

### 3.5 PTV Reaction Times

Regardless of the organisation (PTV providing Product Support directly to the Customer or PTV providing Second-level Support Service to Third-Party Distributor), PTV's Regional Support Center will endeavour to solve the notified Product Errors in the best possible time.

The Response Time committed by PTV is as stated in the table below:

Error category	Response Time
1	4 hours
2	6 hours
3	One week
4	Above one week

The beginning of Response Time corresponds to the time at which the Ticket has been logged into PTV's Helpdesk Portal or, in case the Ticket is logged outside the Service Hours, to the beginning of the following applicable Service Hour.

The Error shall be processed during Service Hours. The processing of the Error shall be suspended at the end of a Service Hours session and shall resume at the beginning of the following one, until such time that it is solved. Accordingly, time elapsed outside of the Service Hours shall not be included in the Response Time.

PTV does not commit to Resolution Times. The processing of the Error starts with the acknowledgement of the Ticket, continues with its analysis and concludes with the definition and implementation of a Permanent Solution or a Workaround Solution. Despite best efforts, the parties recognize that certain software programs and solutions are prone to errors which cannot be resolved as rapidly or as completely as estimated.

## 4 24/7 Service Availability

### 4.1 Scope

24/7 Service Availability is an essential part of the PTV Cloud Service, regardless of the technical hosting infrastructure (cloud-based or otherwise). Its purpose is to ensure a very high and smooth level of service, by resolving Service Errors identified by PTV through the PTV Service Monitoring Portal.

### 4.2 Error notifications

In case of a Service Error, PTV will inform the Customer with an email message:

- as soon as the Error is identified;
- and, as soon as it is rectified;
- and as necessary at regular intervals between identification and resolution to provide an interim status.

Since Service Errors are identified by PTV, it is not necessary for the Customer to notify them.

### 4.3 PTV Service Monitoring Portal

PTV ensures a 24/7 monitoring of the service availability at Transfer Point through the PTV Service Monitoring Portal.

### 4.4 Planned Maintenance

PTV plans periodic proactive maintenance (“**Planned Maintenance**”) on the servers. In average, the interruption for a given PTV Cloud Service is likely to amount to one hour per week per regional cluster. PTV Cloud Service interruptions superior to one hour are usually notified 5 days in advance, barring emergencies which are handled immediately.

### 4.5 24/7 Service Availability measurement and commitment

The following definitions shall apply:

- The Transfer Point is the point of transition from the Internet to the servicing data processing center.

- The PTV Cloud Services are deemed available if the methods of the PTV Cloud Service interface or the application generate defined responses (“**Responses**”) to the defined requests (“**Requests**”) at the Transfer Point.
- Downtime is the time when a defined Request at the Transfer Point does not generate a Response.

PTV commits availability based on the following values, calculated as a time percentage over a year, excluding the time slots reserved for Planned Maintenance as defined hereinabove:

- Gross availability in minutes:  $VB = 365 \text{ days} * 24 \text{ hours} * 60 \text{ minutes}$
- Maintenance in minutes:  $WG = \text{Time for planned maintenance}$
- Net Availability in minutes:  $VN = VB - WG$
- Downtime in minutes:  $A$
- Actual availability in percentage:  $V = (VN - A) / VN$

PTV commits to the following Actual Availability V

- PTV xServer Internet: 99,5%
- PTV xServer, hosted application: 99,5%
- PTV Drive & Arrive API: 99,0%
- PTV Route Optimizer CL WebApplication and API level: 98,5%
- PTV Route Optimizer ST hosted Version: 99,5%
- PTV Route Optimizer ST, hosted Version (Variant Anton): 99,5%
- PTV Route Optimizer ST, hosted Version (Variant Berta): 99,5%
- OptiFlow: 99,5%
- PTV Axylog: 99,8%
- PTV Optima Cloud: 98%.

The measurements are conducted at transfer point every five (5) minutes.

PTV will provide the measurement values in form of a summary or detailed report, upon request.

## 4.6 Availability MyPTV Cloud Services

### 4.6.1 Availability

The availability of the MyPTV Cloud Services is determined on the basis of the following values which are calculated as a time percentage over a month, excluding the time slots reserved for Planned Maintenance:

- Gross availability in minutes:  $VB = \text{number of calendar days per month} * 24 \text{ hours} * 60 \text{ minutes}$
- Maintenance in minutes:  $WG = \text{Time for Planned Maintenance}$
- Net availability in minutes:  $VN = VB - WG$

- Downtime in minutes: A
- Actual availability in percentage:  $V = (VN - A) / VN$

The actual availability of the MyPTV Cloud Services is

**V: 99.9%**

**MyPTV Cloud Services are:**

- PTV Developer

PTV plans periodic proactive maintenance (“**Planned Maintenance**”) on the servers. In average, the interruption for the given MyPTV Cloud Services is likely to amount to one (1) hour per week per regional cluster. Interruptions of the MyPTV Cloud Services superior to one (1) hour are usually notified seventy-two (72) hours in advance, barring emergencies which are handled immediately. The following definitions shall apply:

- The transfer point is the point of transition from the Internet to the servicing data processing centre (“**Transfer Point**”).
- The MyPTV Cloud Services is deemed available if the methods of the MyPTV Cloud Services interface or the application generate defined responses (“**Responses**”) to the defined requests (“**Requests**”) at the Transfer Point.
- Downtime is the time when a defined Request at the Transfer Point does not generate a Response.

#### 4.6.2 Service credits

If PTV does not meet the indicated availability for the MyPTV Cloud Services including times for unavailability according to sec. 4.6.3, the Customer is eligible for a service credit for unavailability as described in this sec. 4.6.2.

The service credit as described in this sec. 4.6.2 is the Customer’s sole and exclusive remedy and PTV’s sole liability for unavailability of the MyPTV Cloud Services. Service credits are calculated as a percentage of the total fees the Customer owes to PTV for services each month as follows:

Total available uptime per month

- **100% - 99,9%:** 0% service credit
- **99,89% - 99,0%:** 10% service credit
- **Less than 99,0%:** 20% service credit

In order for PTV to consider a claim, the Customer must submit to PTV within thirty (30) days following the end of the unavailability a full report with all necessary information, in particular a detailed description of the incident(s), information about time and duration of the incident, a network traceroute, affected URL(s) and a description of all of the Customer’s attempts to resolve the incident at the time of occurrence. This report together with supporting evidence must be submitted within thirty (30) days following the end of the unavailability via email at [ordermanagement@ptvgroup.com](mailto:ordermanagement@ptvgroup.com).

If PTV confirms that the uptime percentage in a month covered by the Customer's claim for a service credit is below 99,9%, PTV will issue the service credit to the Customer.

Service credits (i) can be applied to any future invoices issued by PTV to the Customer (including Subscription extensions, subsequent orders and overages), (ii) cannot be exchanged for, or converted to, monetary compensation, and (iii) will expire without substitution if not used within twelve (12) months of being issued.

The maximum service credit that PTV will issue for downtime in a month is 20% of the fees the Customer otherwise owes PTV for the month covered by the Customer's claim for a service credit.

PTV shall evaluate all information available to it with due consideration and conduct an analysis of the service data in connection with the incident to consider the validity and scope of the Customer's claim.

#### 4.6.3 Unavailability

In determining unavailability, a period of unavailability is excluded from consideration for a service credit if

- the unavailability is due to Planned Maintenance, provided the Planned Maintenance is notified to the Customer at least seventy-two (72) hours in advance;
- the unavailability is due to the use of services, software or hardware not provided by PTV, e.g., software or services of the Customer or a third party;
- the unavailability is due to acts or omissions of employees, agents, contractors or vendors of the Customer, or anyone gaining access to the Customer's MyPTV Cloud Services access via the accounts or devices of unauthorized users;
- the unavailability is due to factors outside PTV's reasonable control, including but not limited to events of force majeure;
- the Customer breaches the terms and conditions of the contract (including payment obligations to PTV).