

SERVICE LEVEL AGREEMENT

ASC Cloud Services



§ 1 General

This Agreement on the provision of operational support ("Service Level Agreement" or short "SLA") comes into effect between ASC Technologies AG ("ASC") and the legal entity ("You" or "Licensee") subscribing to the ASC Cloud Services ("Services"), according to the underlying legal act ("Subscription").

If the Services have been ordered via an online portal, You accept the terms of this SLA and other applicable documents (cf. § 8 section 2) by activating the check box "I agree" and accessing the Services; otherwise by accepting the relating offer issued to You by ASC.

You confirm that You have read and understood this SLA and that You accept to be bound by compliance to it. If You do not agree to all of its terms, you should not access or otherwise use the Services, as no license has been granted.

You confirm with the order that You act for the legal entity and on its behalf and that You can provide proof of corresponding legitimation upon request by ASC.

ASC and You are hereinafter referred to collectively or individually as "Party(ies)".

§ 2 Principles of Service Provision

The type, scope and nature of the provided Services are determined by the Subscription.

Within the scope of this SLA, ASC shall provide the Licensee with the subscribed Services ready for operation and guarantee their availability. The Licensee shall provide ASC with the required information to do so in advance. The Services are deemed to have been provided ready for operation once ASC has informed the Licensee that they have been activated for usage.

THE LICENSEE IS OBLIGATED TO GUARANTEE THE SUPPORT AND ADMINISTRATION OF END USERS, THE PROVISION OF BASIC SERVICES AND THE ADMINISTRATION OF BASIC SYSTEM FUNCTIONS (SO-CALLED "LEVEL 1 SUPPORT") ON IT'S OWN RESPONSIBILITY.

This shall be done by the Licensee holding available a sufficient number of accordingly qualified resources ("Appointed and Authorized Persons") for this purpose, or by effectively transferring the provision of Level 1 Support to a reseller ("Partner") authorized by ASC.

The qualification of the Appointed and Authorized Persons must be obtained and maintained in accordance with ASC's training specifications. THE PROVISION OF LEVEL 1 SUPPORT BY ASC IS EXPRESSLY NOT A SERVICE COMPONENT OF THE SUBSCRIBED SERVICES OR OF THE OBLIGATIONS THAT CAN BE DERIVED FROM THEM FOR ASC.

Contact with ASC is established exclusively by authorized service personnel of the Licensee or of the Partner and during service hours according to § 6.

§ 3 Service Availability and Monitoring

For Recording Insights

- ASC guarantees the availability of the Services with a monthly average of 98 %, in terms of the recording function.
- When using the "Compliance Voice Recording" or "Compliance UC Recording" service of "Recording Insights", ASC guarantees the availability of the Services with a monthly average of 99.9 % in terms of the recording function.
- The availability of "Recording Insights" is calculated as follows: Number of calls processed and stored by that Service according to the recording rules defined for the users in scope (per month) / (divided by) total number of communication modalities (e.g. calls, conferences, chats, videos) signaled by the collaboration tool for these users (per month).

For Neo Cloud

- ASC guarantees the availability of the Services with a monthly average of 98 %, in terms of the recording function.
- When using integrations with parallel recording, and when using Cisco webex calling recording, ASC guarantees the availability of the Services with a monthly average of 99.9 % in terms of the recording function.
- The availability of Neo Cloud is calculated as follows: Uptime of the recording service (minutes per month) / (divided by) maximum possible uptime, i.e. total minutes in the calendar month
- If "dial-in" is used, the availability of the SIP trunk is subject to the terms and conditions of the respective SIP trunk provider.

All above stated availability percentages are subject to the restrictions of § 4 par. 6 and 7.

The calculation of availability excludes times in which the Services are unavailable due to circumstances of Force Majeure. Furthermore, and without being taken into account for the guaranteed availability rate, ASC may restrict access to all or certain Services (i) if the security of operation or the maintenance of service, software or data integrity requires it; or (ii) if scheduled maintenance or changes according to § 5 are due, provided that the Licensee has been notified in advance. During the aforementioned periods, system-inherent security functions such as parallel recording may also not be available. Should recording malfunctions occur in this context, these would not be subject to the relevant availability or liability regulations.

§ 4 Incident Management und Answering Service Requests

(1) Service Desk of the Licensee

The Licensee commits itself to a conscientious performance of its obligations under this Agreement.

The Licensee has its own Service Desk and provides sufficient and accordingly qualified resources, tools, and processes for it. This includes the provision of sufficient numbers of qualified staff according to ASC's training requirements. ASC reserves the right to audit the Licensee's compliance with these requirements and will request participation in additional trainings to keep the Licensee's staff at the required certification level at any time.

The Licensee accepts and answers the requests of end users. In case of incident reports, the Licensee qualifies them and forwards them to ASC if they meet the required preconditions. No direct contact between end users and the ASC Service Desk is intended.

The Services are so-called "self-service products": the administration of tenants and end users lies within the sole responsibility of the Licensee. ASC offers no consultation in connecting applications to the ASC system which go beyond the recommendations on existing interface specifications unless ordered to do so against charge.

At any rate, the Service Desk of the Licensee is responsible specifically for the following tasks:

- Call Desk: Interaction with end users
- Provisioning and configuration

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- Gathering all information needed for onboarding
- Provisioning and configuration of users and services (as applicable)
- (iii) Training of end users regarding configuration and usage
- (iv) Level 1 Support, including
 - First check of the incident
 - Contacting the end users
 - Opening a case, assigning a severity level
 - Measures to diagnose and solve the incident, incl. configuration check; for example, but not limited to
 - checking the availability of user licenses and consumption packages
 - checking recording and replay rules
 - checking export and import jobs
 - Forwarding the incident to ASC Level 2 Support, if required, and opening a case with ASC
 - Closing incidents
 - Performing service requests, e.g. so-called moves/adds/changes
 - Reporting back to ASC on resolved service requests and incidents

(2) ASC Service Desk

It is the task of the Licensee to report incidents according to § 4 section 3 to ASC. ASC will then generate an incident case ("case") and send the Licensee a confirmation e-mail containing the case number.

ASC Service Desk is responsible for Level 2 Support (troubleshooting) including:

- Problem investigation and searching for a solution;
- Request Level 3 Support in troubleshooting, if required;
- Keeping Level 1 Support up to date about the progress; and
- Supporting Level 1 Support in troubleshooting.

If the Licensee does not properly pre-qualify a case or deliver the information required to process a case or is not available for questions, ASC will temporarily suspend the processing of the incident until receiving the necessary information.

Incident cases are processed exclusively during the service hours according to § 6.

(3) Reporting Incidents

For Recording Insights, the standard way of opening cases is the ticket form in Recording Insights

For Neo Cloud, the standard way to open cases is via the ticket form in the ASC partner portal

For cases of the category SOS/emergency, ASC must always in addition be notified by telephone.

When the Licensee reports an incident, ASC creates an incident case including the incident category according to § 4 section 4. Incidents must be reported in English or German and must at least include the following information:

- (i) Subscription
- (ii) Contact data
 - Name of the person reporting the incident
 - E-mail address
 - Phone number
- (iii) Description of the incident
 - Affected service
 - Tenant, user, conversation IDs (in plain text)
 - Number of affected end users (one or several) and services
 - Possible categorization
 - Short description of the incident including the exact incident time
 - Screenshots of the current configuration
- (iv) Description of troubleshooting steps taken
 - Diagnoses with corresponding results and their exact time
 - Configuration checks and changes, with corresponding results and their exact time

If the required information cannot be provided by the Licensee despite a reminder by ASC, the case will not be processed any further by ASC's Level 2 Support until having received all relevant data.

ASC reserves the right to a final categorization of the case.

Both ASC and the Licensee shall ensure that they keep adequate documentation of all monthly resolved incident cases as required by law, state or governmental authority.

(4) Incident Categories

ASC classifies incidents according to their urgency and impact for the Licensee in one of four (4) fault priority classes:

- (i) SOS/Emergency: Incident which completely affects the usage of the Service in its main functions.
 - Any incident that results in a loss of recording function or data, or if it persists, would result in such loss
 - Any incident that results in a loss of recording control to start and stop recordings
 - Loss of connectivity to a service provider switch

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- Loss of connectivity to a customer cloud storage
- Any incident that results in data corruption causing a failure of the solution or of a solution component to process data
- (ii) Priority 1: Incident which significantly affects the usage of the Service in its main functions
 - Any degradation in recording capacity or traffic handling capability
 - Any incident that results in loss in the ability to search and replay recordings
 - Loss of API interface connectivity (when not used to start and stop recording, e. g. for provisioning)
 - Any incident that impairs the export to an ASC on-premise replay system
 - Any incident that impairs a recurring import of recordings
- (iii) Priority 2: Incident which impacts the usage of the Services
 - Any incident that degrades the ability to analyze or apply AI policies
 - Degradation of access for routine administrative capability
 - Any incident not listed above which impacts the functionality of the Services
- (iv) Priority 3: Incident, which does not impact the functionality of the Services
 - A software incident which does not affect the functionality of the Services
 - Any other incident or request that is not covered by the previous categories
- (5) Restoration of Services and Troubleshooting

The responsible Service Desks of both Parties undertake to ensure that the status of the incident resolution is documented in the respective ticket system. Any communication must include the ASC case number.

In case of an SOS incident ASC will

- for its Recording Insights "Compliance Voice Recording" and "Compliance UC Recording" Services, and
- for its Neo Cloud integrations with parallel recording and for Cisco webex calling recording

recover and process all available conversation information from its high availability infrastructure; also, the licensee may request a root cause analysis when demonstrably necessary to comply with regulatory requirements.

For its Recording Insights "Smart Voice Recording" and "Smart UC Recording" Services, as well as for Neo Cloud non-parallel recording integrations, ASC will neither perform recovery activities as long as the availability according to § 3 section 1 is provided, nor provide root cause analyses.

Once the Service has been restored, ASC documents all relevant details in its ticket system.

If in the course of troubleshooting both Parties identify a root cause that cannot be attributed to ASC, the case in question will be downgraded to priority 3. In such cases and if the effort of ASC would be disproportionately high, this shall be indicated by ASC during troubleshooting; ASC then reserves the right to charge the costs incurred for support in accordance with valid service prices.

(6) Response and Resolution Times

Upon opening an incident case, a first reply is sent to the Licensee and the Appointed and Authorized Persons by ASC as a first response within the response times indicated below. An incident case is considered to have been received as soon as all information according to § 4 section 3 is available.

Fault Priority Class	Response Time after Fault Report	Target Time for Problem Resolution
SOS / Emergency	2 hours	1 working day

The above Response and Resolution Times apply within the service hours of the ASC Service Desk responsible for the Licensee as specified in § 6.

Deviating from the service times specified in § 6, 24/7 support (Monday – Sunday, 00:00 – 24:00 each) can be agreed upon, for which additional costs arise. Please refer to Your order documents to find out whether this applies in Your case.

Note: Within the scope of such 24/7 support, the functionality of the solution will be restored by so-called workarounds or other suitable measures, if possible. Extended R&D support, e.g. for the creation of hotfixes and patches, is excluded and takes place exclusively during standard service hours.

The 24/7 performance time applies only to cases of the "Emergency / SOS" priority class. In order to adequately address the possible significance, corresponding cases must be submitted twice by the Licensee: As a binding initial report by opening a case with ASC, and as a second report immediately thereafter by telephone. Only both reports together fulfill the Licensee's obligation to cooperate.

For all other priority classes, the service times and standard reporting channels specified in § 6 shall continue to apply.

The guaranteed availability times (c.f. § 3) do not apply in the following cases:

- Interruptions requested by the Licensee or end user
- Service interruptions or restrictions due to negligent or omitted actions or errors on the part of the Licensee or an authorized end user
- Service interruptions or restrictions due to a power failure at the end user's site
- Delays caused by the Licensee or end user which are not to be taken into account in the above-mentioned service times
- Service interruptions or restrictions due to unauthorized or illegal use of the Services
- Service interruptions or restrictions due to incorrect, incomplete, or inaccurate instructions or information from Licensee
- Service interruptions of the underlying UCaaS, CCaaS or other communication services
- Failures due to errors from an upstream supplier
- Force Majeure

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- Scheduled activities according to § 5.

(7) Cooperation with Third Parties

Incident diagnosis by ASC may show that defective connectivity or other products/services on the part of the Licensee are the root cause. In such cases, the Service Desk of the Licensee shall be informed by ASC and the case will be set to "resolved".

(8) Obligation to Provide Mutual Support

ASC and the Licensee are committed to support each other in technical analyses.

§ 5 Change Management

(1) Classifications

ASC classifies changes in the following three (3) ITIL categories:

(i) Standard changes

Standard changes do not affect operation and therefore are not announced in advance but carried out at ASC's discretion.

(ii) Changes in case of an emergency

Changes that have to be implemented immediately are classified as an "emergency". They serve to avoid or reduce downtimes and service restrictions as well as to minimize risks for security and data.

(iii) Normal changes

Normal changes are not standard and not emergency changes. They are announced in advance and carried out in the maintenance windows listed below.

(2) Maintenance Windows

Normal Changes are generally scheduled and carried out in maintenance windows outside the regular service hours of ASC (cf. § 6).

The Licensee may neither prohibit, refuse nor prevent scheduled maintenance work. ASC must be able to carry out necessary maintenance work in the interest of its existing customers. This includes changes in case of an emergency, possibly without notice.

(3) Communication

Maintenance windows are communicated effectively by means of an announcement in the Neo cloud portal resp. in the Recording Insights app news.

The Licensee is obligated to establish appropriate processes to ensure that such notifications will be noticed in due time. If the Licensee has configured his respective e-mail address in the ASC system for the respective Service, a notification will be sent to that address as an additional service – however, ASC cannot guarantee delivery of such mails.

ASC shall comply with the following lead times before starting any maintenance work:

- Maintenance Windows: Two (2) working days
- Changes in emergency cases: immediately, i. e. without lead time

When calculating the lead time, the day on which scheduled activities are carried out shall not be counted as working day.

§ 6 Contact Data and Service Hours ASC

(1) Ticket Opening

Recording Insights

For all licensees worldwide, the standard way of opening cases is the ticket form in Recording Insights

Neo Cloud

For all licensees worldwide, the standard way to open cases is via the ticket form in the ASC partner portal

For cases of the category SOS/emergency, ASC must always in addition be notified by telephone.

(2) Service Desks

For further communication (not case opening), licensee can access ASC level 2 support via the following channels:

Region EMEA

- Service hours: Monday to Friday, 8 am to 6 pm CET
- Phone:
for calls from Germany: +49 700 2727 8776 or +49 700 ASCSUPPORT, alternatively +49 6021 8671 999
for calls from outside Germany: +49 6021 8671 999
- E-mail: hotline@asc.de (neo cloud)
- E-mail: ticket-ri@asctechnologies.com (Recording Insights)

Region North- and Central America (USA / Canada / Mexico)

- Service hours: Monday to Friday, 8 am to 6 pm EST
- Phone: +1 855 272 7877
- E-mail: na.servicedesk@asctechnologies.com (neo cloud)
- E-mail: na.servicedesk@asctechnologies.com (Recording Insights)

Region South America (Brazil, Argentina, Columbia, Chile etc)

- Service hours: Monday to Friday, 8 am to 6 pm EST
- Telefon: + 55 11 4040-4500

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- E-mail: hotline@asc.de (neo cloud)
- E-mail: ticket-ri@asctechnologies.com (Recording Insights)

Region APAC

- Service hours: Monday to Friday, 8 am to 6 pm HKG
- Phone: +65 3157 0252
- E-mail: apac.support@asctechnologies.com (neo cloud)

E-Mail: ticket-ri@asctechnologies.com (Recording Insights)

(2) First Escalation Level

Region Central Europe (DE / AT / LUX / BE / NL / CH)

- Technical Support Center HQ
- Phone: +49 173 318 3591
- E-mail: j.banowski@asc.de

Region North- and Central America (USA / Canada / Mexico)

- Head of Services Americas
- Phone: +1 (848) 229-3515
- E-mail: b.samuel@asctechnologies.com

Region South America (Brazil, Argentina, Columbia, Chile etc)

- Head of Technical Support Center Brasov
- Phone: +40 368 443 076
- E-mail: t.nitu@asctechnologies.com

Region APAC

- Head of services APAC
- Phone: + 65 6904 1629
- E-mail: w.wong@asctechnologies.com

All other countries

- Head of Technical Support Center Brasov
- Phone: +40 368 443 076
- E-mail: t.nitu@asctechnologies.com

(3) Second Escalation Level (Management Escalation)

- Escalation Manager
- Phone: +40 368 443 086
- E-mail: y.aron@asctechnologies.com

§ 7 Contact Data of the Licensee

The Licensee is obligated to provide ASC with the contact data of its Appointed and Authorized Persons upon taking the Services into operation in a structure by analogy with § 6 in writing by Its own accord. In the absence of this contact data, ASC will not be able to fully provide the services or may refuse to provide them.

§ 8 Final Provisions

(1) This SLA forms a constitutive element of the Subscription. It takes effect upon the conclusion of the Subscription, is valid for the entire period of the Subscription, and ends with the Subscription.

Should You object to this SLA or refuse to give a required confirmation of terms that may have been changed within the scope of a software update or upgrade, further usage of the Service is prohibited. The granted rights of usage shall then be suspended in their entirety and without entitlement to reimbursement of any payments that may have already been made.

(2) SUPPLEMENTARY TO AND SIMULTANEOUSLY WITH THIS AGREEMENT THE FOLLOWING DOCUMENTS ARE BINDING:

Terms of Use ASC Cloud Services; Agreement on Data Processing; Data Privacy Statement at www.asctechnologies.com; applicable Service Description(s); applicable Training Requirements; and, when subscribing to Services billed on consumption basis, the License and Accounting Agreement.

The Terms of Use ASC Cloud Services take precedence over all foregoing documents, including this SLA. In case of any inconsistency between this SLA and the Terms of Use, the Terms of Use shall prevail to that extent, and in case of any inconsistency between this SLA and the other documents, this SLA shall prevail. In case of discrepancies or interpretation difficulties between different language versions, the German language text shall always prevail.

The foregoing documents constitute the entire agreement between the Parties with respect to the subject matter governed by this SLA. They supersede any oral or written agreements that may have been made between the Parties prior to the date of this SLA.