Service Level Agreement – Support

1. Preamble

This Service Level Agreement (hereinafter referred to as "SLA") supplements the Support and Maintenance Agreement (formerly referred to as "Software Maintenance Agreement") between the Customer and proALPHA and forms an integral part of it. The following provisions of this SLA define the services and responsibilities of both Parties.

proALPHA reserves the right to unilaterally update and modify this SLA as long as the essence of the service (providing support and maintenance for the Contract Software) is retained. The latest applicable version of this SLA shall be retrieved by the Customer from the proALPHA Trust Center at **_https://www.proalpha.com/en/trustcenter_**, and takes effect on the date it is published there. The Customer is not entitled to the continued provision of individual service features.

2. Service Levels

The services provided by proALPHA in the context of this SLA depend on the service level agreed between the Parties.

- Basic
- Essential

The service level is agreed in the Support and Maintenance Agreement. If no service level has been agreed in the Contract, this SLA shall not be applicable until a service level has been specifically agreed.

3. Value Added Services

proALPHA offers further services in addition to the ESSENTIAL service level:

- Mission Critical Support
  - 20x5 (20 hours on 5 days per week)
  - 24x7 (24 hours on 7 days per week)
- Monitoring
  - Self-Service Monitoring
  - Expert Monitoring
  - Expert Monitoring Extended
- Service Manager
- "Basics" e-learning portal
- The Value Added Services are described in more detail in section 7 and the following.

4. Terminology

Term	Description
Service	Services are defined services that proALPHA provides to the Customer.
Service Desk	The Service Desk is the single point of contact for all questions and incidents reported by the Customer. They also categorize and classify the Cases. The *my proALPHA* customer portal serves as the central communication channel of the proALPHA Service Desk.
Service Level	The service level is used to agree on the services (SLA) to be provided by proALPHA within the contractually agreed service level (see above).
Case	Every message or call from the customer is entered as a Case in the *my proALPHA* customer portal. Upon its entry or later processing, the Case can be classified as Incident or Service Request.
Incident	An incident means a disruption in a business process of the Customer supported by the proALPHA Contract Software.
Error	An error is present if the Contract Software deviates from the product description when used in accordance with the Agreement and, as a result, prevents or unacceptably reduces the intended use by the Customer.
Service Request	A service request, or request, refers to any request submitted by the Customer with the purpose to receive information or consulting services from proALPHA. This includes requests regarding: • Support in the configuration, analysis or implementation of previously unused functionalities or business processes of the Contract Software. • • Assistance with the administration or tuning of the proALPHA database. • Support in the customization / configuration of proALPHA core functions. • Incidents caused by customizations / configurations that were implemented by the Customer themselves or by third parties. • Incidents caused by insufficient knowledge of the users (due to missing Academy training / certifications) or the system environment / infrastructure. • "How-to" questions that are documented in the proALPHA Application Guide. Service requests that are not explicitly described in the following regulations shall be charged to the Customer.
Key Users	The Customer shall appoint key users who serve as a point of contact between the proALPHA users on the Customer's side and the proALPHA Service Desk. The key users must be familiar with the Contract Software; they are the first point of contact for the proALPHA users on the Customer's side. The key users try to solve incidents discovered by the proALPHA users on the Customer's side. The key users qualify and check all incidents before entering them as Cases for the Service Desk. The key users must have completed the necessary training at the proALPHA Academy for the software modules and system components they oversee.
IT Key Users / Emergency Contact	In addition to the key users, the Customer shall appoint at least one IT key user who has additional skills for the administration of the proALPHA system environment and the necessary authorizations to analyze incidents under the direction of a proALPHA employee and to reboot the proALPHA system environment.
Business Impact	A business impact describes the effect an incident has on the business processes of the Customer.
Fix	A fix refers to a software modification that is made for the purpose of remedying an error or security gap.

Terms not defined here shall have the meaning defined in the Framework Agreement.

- confidential -

5. Service Desk

proALPHA provides the Service Desk in order for the Customer to report incidents and submit service requests. The following table shows how you can contact the Service Desk. The always up-to-date contact details can also be found on the website of the proALPHA Group at **https://www.proalpha.com/contact**.

5.1   Contact Details of Service Desk

Contact Channel	Address	Availability
my proALPHA **customer portal**	https://proalpha.service-now.com/csm/.	24 x 7
E-mail	customercare@proalpha.com	24 x 7
Telephone	See website www.proalpha.com/contact	

Additional contact channels are provided for the use of the ADVANCED services described in section 7. The Customer shall be notified of these channels at the time the contract for the respective service is concluded.

5.2   Tasks of Service Desk

- Document all relevant processing details for Cases in the *my proALPHA* customer portal
- Communicate with the key users who have opened the respective Case
- Retrieve additional information from the key users needed to process the incidents or service requests
- First analysis and diagnosis based on the information provided by the key users
- Categorize the Cases by incidents and service requests
- Classify and prioritize the incidents ultimately based on the business impact reported by the key users
- Keep the key users informed about the progress

5.3   Categorization of Cases

Cases are divided into the following categories and subcategories:
- Incident
  - Incident caused by an error
  - Incident not caused by an error
- Service Request
  - Included in SLA
  - Not included in SLA

5.4   Processing Cases

In order to comply with the agreed SLAs, the below rules shall be observed:
- To report an incident or service request, the key user must always create a Case in the *my proALPHA* customer portal.
- The key user categorizes the Case as an incident or service request.

©2023 proALPHA GmbH
Version 1.4 / 27 September 2023

- confidential -

- The key user assigns an incident level to the incident on the basis of the business impact.

- Additionally, the IT key user shall report critical incidents to the proALPHA Service Desk by phone.
  - The IT key user shall check relevant Knowledge Base articles like **KB0014019** prior to reporting the incident.

- Incidents classified as errors can be resolved with the following actions:
  - Instructions of the proALPHA Service Desk to the Customer for reasonable error prevention, workarounds or recovery by the Customer themselves, or
  - Provision of a fix to remedy the error in accordance with the maintenance services laid out in the Product Life Cycle Policy.

- Incidents that can no longer be reproduced on the Customer's system are closed by proALPHA. No further action is taken in this case.

- If it is revealed during the processing of a Case that an incident reported by the Customer has not been caused by an error, then proALPHA shall be entitled to charge the Customer for the processing work according to the then applicable prices of proALPHA on a time and material basis.
  - This particularly applies to incidents classified as "Critical" or "Major" by the Customer that do not allow for a detailed analysis of the cause by proALPHA prior to the processing.

5.5   Classification of Incidents

In general, the proALPHA Service Desk only classifies incidents. Service requests are not classified. In order for an incident to be assigned to one of the below incident levels, the characteristics of the business impact must be identical or comparable to the ones described in the respective incident level.

In very urgent Cases, the Customer shall classify the Cases as "Critical" or "Major" at first and additionally report the incident to the proALPHA Service Desk by phone. proALPHA reserves the right to change the classification of incidents subsequently in accordance with the below incident levels.

Prio	Classification (Incident Level)	Applies to	Availability
1	Critical	Productive System	The Contract Software cannot be used in any business area of the Customer. No user is capable of logging into the proALPHA user interface. Application examples of this category: • A key component of the proALPHA system crashes (DB server, app server, Trojan) • Database crash
2	Major	Productive System	Failure of an essential component of the Contract Software, or an essential business process is not possible at all, and no workaround exists. This incident concerns individual departments whereas other departments can continue to work with the Contract Software without any restrictions. Application examples of this category: • Repeated crashes of a component of the proALPHA system with problem-free restart • Failure of INWB or Optimizer • Invoicing, payment cycle or delivery note creation is not possible at all • Process leads to serious data inconsistencies • FNA/value postings are falsified to a great extent

- confidential -

| 3 | Medium | All Systems | An essential business transaction cannot be mapped, whereas other business transactions of the same type are possible. Alternatively: A business transaction not critical to the daily business is completely impossible; or an uncritical business transaction is not possible, but other business transactions of the same type are possible; or another problem which only slightly affects the contractual use of the Contract Software; Application examples of this category: • A particular document cannot be created, but other documents in this area can be • A document cannot be invoiced, but other documents can be • The proALPHA search is not possible |
| 4 | Minor | All Systems | The operation and use of proALPHA is temporarily restricted for a single user. The incident can be resolved by the user themselves or a key user on the Customer's side by operating the proALPHA user interface. Restrictions in development tools delivered by proALPHA, and all incidents that cannot be assigned to any of the above categories 1 to 3. Application examples of this category: Unexpected/inappropriate messages which require confirmation for further processing Selected values are not adopted into a selection overview (CTRL-A) Missing translation of individual terms in a language pack |

5.6   Service Hours

proALPHA processes the Cases reported by the Customer during the service hours. The processing of the Cases is based on the category and level.

Category	Classification (Incident Level)	Core Hours	Extended Hours
Incident	Critical	✓	✓
	Major	✓	
	Medium	✓	
	Minor	✓	
Service Request		✓	

The following table describes the hours during which the Cases are processed with respect to their service level.

Service Level	Core Hours [CET]	Extended Hours [CET]	No Service
Basic	MON – THU 7:00 AM – 6:00 PM FRI 7:00 AM – 5:00 PM	No support	Federal holidays in the Federal Republic of Germany as well as Dec 24 and Dec 31 of each calendar year
Essential	MON – THU 7:00 AM – 6:00 PM FRI 7:00 AM – 5:00 PM	No support	Federal holidays in the Federal Republic of Germany as well as Dec 24 and Dec 31 of each calendar year

5.7   Service Language

Service Hours	Language
Core Hours	German and English
Extended Hours	English

5.8   Response Times

Depending on the agreed service level, proALPHA guarantees different response times for processing incidents.

The specified response time starts when a Case is entered (or, in the event of incident levels "Major" and "Critical", when the Service Desk is called) and ends when proALPHA sends a first feedback to the Customer about the status of the request. The response time, however, shall only be counted during the agreed service hours and not outside the agreed service hours.

Adherence to the specified response times requires that the ticket submitted by the Customer be comprehensible, complete and submitted by a key user or IT key user on the Customer's side. The time needed for necessary clarifications due to incomplete or unclear tickets submitted by the Customer does not count toward the calculation of response times.

	Prio 1 – Critical	**Prio 2 – Major**	**Prio 3 – Medium**	**Prio 4 – Minor**
Basic	4 working hours (*)	16 working hours	6 workdays	12 workdays
Essential	1 working hour (*)	4 working hours	3 workdays	1 workweek

Explanations:

- The asterisk ("*") means that the adherence to the response times for level 1 and 2 incidents requires the error to be reported to the Service Desk by phone **in addition to it being entered as a Case in *my proALPHA***. Adding a description of the business impact to the Case shall be **mandatory** for the creation of level 1 and 2 incidents. Errors which are reported to the Service Desk only by e-mail are automatically classified as incident level 4 with regard to their urgency. This shall also be applicable if the error were to be classified as a level 1 or 2 incident based on the reported incident level or the characteristics described in the ticket.

- A "workweek" covers the weekdays Monday to Friday, except for federal holidays in the Federal Republic of Germany as well as Dec 24 and Dec 31.

- The response times do not constitute guaranteed resolution times for the incident.

5.8.1   Credits in Case of Non-Observance of Response Times

The Customer shall be entitled to receive a one-off credit amounting to 0.1% of the annual support and maintenance fee for every incident of the level "Critical" or "Major" for which proALPHA failed to observe the specified response time. The total of all credits within one contract year shall be limited to a maximum of 10% of the annual fee.

The prerequisite for the claim to a credit is that the circumstances that caused proALPHA to fail to observe the response times are due to causes that lie within proALPHA's field of responsibility.

The Customer shall claim a credit within 30 days after the non-observance of a response time. Credits which have been legitimately claimed shall be settled with the next customer invoice for software maintenance services by proALPHA. A payout shall be excluded.

Further claims of the customer due to unobserved response times are excluded.

- confidential -

5.9   Remote Maintenance

Insofar as the analysis and/or error remediation of the Contract Software requires proALPHA to access the Customer's hosting and system environment in which the Customer has installed and operates the Contract Software, proALPHA may complete this work through remote maintenance. An on-site service is not included in the agreed remuneration for support and maintenance services.

proALPHA shall log onto the Customer's system via remote maintenance software using login credentials that are released and controlled by the Customer. The Customer shall release the connection and may watch the remote maintenance work of proALPHA at all times. Independently thereof, proALPHA shall inform the Customer about the actions taken.

The provision, installation and licensing of suitable remote maintenance software as well as an Internet data connection with sufficient bandwidth are at the responsibility of the Customer. proALPHA reserves the right to only use common remote maintenance software specified by proALPHA (like Teamviewer) to perform remote maintenance.

5.10 Cooperation Obligations of the Customer

- Remote maintenance must be possible / opened by the Customer whenever required.

- The key user must be available for further inquiries; if the key user is not available, the incident level will be downgraded after two attempts to establish contact.

- The incident must be described as detailed as possible. Precise description of the error symptoms and the input made before the error occurred, information about the number of workstations affected, and a description of the system and hardware environment and other conditions of use of the Contract Software. Upon the request of proALPHA, the Customer shall provide data and logs which may be required for the analysis of the reported error.

- It must be described how to reproduce the problem, and the problem must be reproducible.

6. Software Service

The basis for the maintenance services related to the proALPHA Contract Software is the Product Life Cycle Policy. Depending on the agreed service level, proALPHA offers further services that supplement the services inherent to the Product Life Cycle Policy.

The following table specifies which of the below services are included in which service level.

	Backport Service Fixes	Installation Service Fixes	Backport Service Legal Changes
Basic	✓		
Essential	✓	✓	✓

6.1   Fixes

The definition of fixes is specified in the Product Life Cycle Policy.

The Product Life Cycle Policy defines the proALPHA releases for which fixes are provided by proALPHA.

6.1.1   Backport Service

Under the terms of the Backport Service for fixes, proALPHA shall port the provided fix back to the patch level required by the Customer and align the changes with possible code differences on the Customer's system. An installable package is created which can then be installed on the Customer's system. The installation is not included in the Backport Service. The Customer can take care of the installation themselves or order it from proALPHA against a fee.

©2023 proALPHA GmbH
Version 1.4 / 27 September 2023

- confidential -

Example: (valid as per 22 March 2023)

The Customer currently uses release version 6.2d. Under the terms of the Product Life Cycle Policy, proALPHA provides the fix for the latest patch level (e) of the major release 6.2, that is 6.2e. Under the terms of the Backport Service, proALPHA shall provide the fix in version 6.2d and build an installable package for the Customer's environment. The installation of this package is not included in the Backport Service.

6.1.2   Installation Service

Under the terms of the Installation Service for fixes, proALPHA shall take care of the installation of available packages in the Customer's proALPHA environment. proALPHA first installs the package in a test environment. After the Customer has thoroughly tested the installed changes in the test environment and has given their consent, proALPHA installs the package in the productive environment of the Customer.

6.2   Legal Changes

The definition of legal changes is specified in the Product Life Cycle Policy. The Product Life Cycle Policy defines the proALPHA releases for which legal changes shall be provided by proALPHA.

6.2.1   Backport Service

Under the terms of the Backport Service for legal changes, proALPHA shall port the provided legal update back to the patch level required by the Customer and align the changes with possible code differences on the Customer's system. An installable package is created which can then be installed on the Customer's system. The installation is not included in the Backport Service.

6.2.2   Installation Service

Under the terms of the Installation Service for legal updates, proALPHA shall take care of the installation of available packages in the Customer's proALPHA environment. proALPHA first installs the package in a test environment of the Customer.

6.3   Cooperation Obligations of the Customer

- A test system for the test installation of the software changes must be provided.
- The Customer shall be obligated to thoroughly test the software change installed in the test system and give their consent to the installation in the productive environment.

7. Value Added Services

7.1 Extended service hours

proALPHA offers its customers qualified support for critical incidents outside the core hours in addition to the ESSENTIAL support. The core hours are stipulated by the ESSENTIAL support. During these extended service hours, proALPHA only handles Cases of the category "Incident" that are classified as "Critical". The prerequisites for creating and accepting incidents with classification "Critical" specified in the above chapters shall apply.

The extended service hours require the Customer to host the proALPHA service component in their own data center or have it hosted by a third party.

Category	Classification (Incident Level)	Core Hours	Extended Hours
Incident	Critical	✔	✔
	Major	✔	
	Medium	✔	
	Minor	✔	
Service Request		✔	

7.1.1 Time models

The following table specifies the available service models. Regardless of the applicable time model, only incidents classified as "Critical" are handled during the extended service hours.

Time Model	Core Hours [CET]	Extended Hours [CET]	No Service
20x5	MON – THU 7:00 AM – 6:00 PM FRI 7:00 AM – 5:00 PM	MON – THU 4:00 AM – 7:00 AM 6:00 PM – 12:00 AM FRI 4:00 AM – 7:00 AM 5:00 PM – 12:00 AM	International bank holidays (Dec 25 and Jan 1 of each year)
24x7	MON – THU 7:00 AM – 6:00 PM FRI 7:00 AM – 5:00 PM	MON – THU 0:00 AM – 7:00 AM 6:00 PM – 12:00 AM FRI 0:00 AM – 7:00 AM 5:00 PM – 12:00 AM SAT – SUN 0:00 AM – 12:00 AM	International bank holidays (Dec 25 and Jan 1 of each year)

- The Customer is entitled to receive support from qualified proALPHA employees during the extended hours. The prerequisites for this are:

- The Customer reports a major incident caused by a component of the proALPHA Core Contract Software.

- The incident may be classified as "Critical" due to its impact on the Customer's business processes. See section 5.5 for this purpose.

- The incident shall be reported by an IT key user on the *my proALPHA* customer portal and additionally to proALPHA by phone.

7.2 Monitoring

The subject of Monitoring is the monitoring of certain technical processes and components by recording or measuring using technical tools ("Monitoring") for the proALPHA ERP Contract Software licensed by the Customer.

The Monitoring takes place solely for the technical tools specified herein ("Sensors") and solely for the system components in which a corresponding sensor was installed pursuant to the procedure stipulated herein.

The function of the respective sensor is limited to the specified measuring function for the corresponding sensor and the measuring parameters named accordingly for the sensor. The respective sensor records or measures only those system components in which the sensor has been installed for the purpose of the measuring function and measuring parameters.

After the setup of the monitoring has been completed, the setup of sensors on additional system components or the recording of other measuring parameters shall require the conclusion of a separate written (text form suffices) agreement between the Parties. However, proALPHA has the right to modify the technical function of the configured sensors in the scope of further technical developments without further consent from the Customer. In the process, however, proALPHA shall in no way undercut the scope of services agreed between the parties by making such modifications.

7.2.1 Setup of Monitoring

Placing the monitoring in operation requires the sensors listed in the following table to be set up on the servers of the Customer.

proALPHA shall set up the monitoring (installation and configuration) of the sensors specified below on the Customer's system components after the acceptance of the supplement to the Support and Maintenance Agreement by the agreed Service Commencement Date.

Sensor	Usage restricted to	Measuring function	Measuring parameters
System sensors			
SYS_CPU		CPU utilization	- proALPHA sends one (1) EM message when the CPU utilization has reached 90%. [*1] - proALPHA sends one (1) EM message when the CPU utilization has reached 100%. [*1]
SYS_HDD_[Volume]		Storage capacity of the hard drives (size/available/used)	- proALPHA sends one (1) EM message when the available storage capacity has reached 10%. [*2] - proALPHA sends one (1) EM message when the available storage capacity has reached 5%. [*2]
SYS_MEMORY	Windows	Memory utilization	- proALPHA sends one (1) EM message when the storage capacity of the "available memory" has reached 10%. [*2] - proALPHA sends one (1) EM message when the storage capacity of the "available memory" has reached 2%. [*2]
SYS_SWAP	Linux	Utilization of the swap file	- proALPHA sends one (1) EM message when the utilization of the swap file has reached a free storage capacity of 10%. [*2] - proALPHA sends one (1) EM message when the utilization of the swap file has reached a free storage capacity of 5%. [*2]

SYS_NETWORK	Windows	Utilization of the NIC(s), recording of the performance data	▪ proALPHA does not send an EM message. The monthly report informs the Customer of the utilization.
SYS_Icinga	Icinga2 agent locally installed	Runtime of the Icinga2 agent	▪ proALPHA sends one (1) EM message if the Icinga2 agent cannot be reached.
SVC_FastViewerRemote	FastViewerRemote locally installed	Service started/not started	▪ proALPHA sends one (1) EM message if the FastViewerRemote service is not started.

Database server			
Sensor	**Condition**	**Measuring function**	**Measuring parameters**
Windows services			
SVC_AdminService*	Windows	Service started	▪ proALPHA sends one (1) EM message if the Windows operating system is not started.
Basic functions of Progress OpenEdge			
PA_AdminServer_Status		AdminServer can be reached	▪ proALPHA sends one (1) EM message if the AdminServer cannot be reached.
PA_NameServer_Status		NameServer request can be executed	▪ proALPHA sends one (1) EM message if the NameServer request was not successful.
proALPHA databases			
DB_Online_Status_pavar DB_Online_Status_patmp DB_Online_Status_palng		The online status of the respective database is checked using the AdminService	▪ proALPHA sends one (1) EM message if the database is in single-user mode. ▪ proALPHA sends one (1) EM message if the database is offline.
DB_Logfile_pavar DB_Logfile_patmp DB_Logfile_palng		Check for error messages in the log files of the database	▪ proALPHA sends one (1) EM message if an error message programmed as a standard feature in the ERP system is displayed by the monitoring in the log files of the database.
DB_Logfile_size_pavar DB_Logfile_size_patmp DB_Logfile_size_palng		Database log file size monitoring	▪ proALPHA sends one (1) EM message if the size of the database log file is 1000 MB. [*1] ▪ proALPHA sends one (1) EM message if the size of the database log file is 2000 MB. [*1]
DB_AI_Status_pavar	After-image is active	Check of after-image process in pavar main database	▪ proALPHA sends one (1) EM message if the check of the after-image process in the pavar main database indicates that a file has the status "full". [*1] ▪ proALPHA sends one (1) EM message if the check of the after-image process in the pavar main database indicates that a file has the status "locked". [*1]
DB_AI_Archiver_pavar	The after-image archiver is used	Check of the online status of the after-image archiver in the pavar main database	▪ proALPHA sends one (1) EM message if the after-image archiver is offline.
DB_AreaFreeSpace		Data growth monitoring per database area	▪ proALPHA sends one (1) EM message if database files with fixed file sizes are used and an available memory of 10% per area has been reached. [*2]

			▪ proALPHA sends one (1) EM message if database files with fixed file sizes are used and an available memory of 5% per area has been reached. ***2)**
DB_BI_size_pavar DB_BI_size_patmp DB_BI_size_palng		Monitoring of growth in the before-image file	▪ proALPHA sends one (1) EM message if the size of the entire before-image area is 5 GB. ***1)** ▪ proALPHA sends one (1) EM message if the size of the entire before-image area is 10 GB. ***1)**
proALPHA AppServers			
AS_Status_*-sas AS_Status_*-sfi AS_Status_*-sfin	pA Version > 6.x	Check of the AppServer (SAS, SFI, SFIN) online status Check of the AppServer agents with the status *Available*	▪ proALPHA sends one (1) EM message if the AppServer is offline. ▪ proALPHA sends one (1) EM message if the number of available AppServer agents is two (2). ▪ proALPHA sends one (1) EM message if the number of available AppServer agents is one (1).
AS_Status_*-sfe	pA Version > 6.x	Check of the AppServer online status (SFE) Check of the AppServer agents with the status *Available*	▪ proALPHA sends one (1) EM message if the AppServer is offline. ▪ No EM message is sent for the number of available AppServers. The number of available AppServers is recorded on an ongoing basis and conveyed to the Customer in the scope of monthly reporting.
AS_Logfile_*		Check for error messages in the log files of the AppServers	▪ proALPHA sends one (1) EM message if an error message programmed as a standard feature in the ERP system is displayed in the log files of the AppServers.
AS_Connect_*	pA Version > 6.x	Active connection test to the proALPHA AppServers	▪ proALPHA sends one (1) EM message if the sensor cannot establish a connection to the AppServer.
proALPHA database backup functions			
BKP_afterimage	After-image is active	Check of the archived After-Image files	▪ proALPHA sends one (1) EM message if the newest file is 17 minutes old during the check of the archived After-Image files. ***1)** ▪ proALPHA sends one (1) EM message if the newest file is 22 minutes old during the check of the archived After-Image files. ***1)** ▪ proALPHA sends one (1) EM message if the oldest file is 7.5 days old during the check of the archived After-Image files. ***1)** ▪ proALPHA sends one (1) EM message if the oldest file is 8 days old during the check of the archived After-Image files. ***1)**
BKP_databases		Check of the database backup files	▪ proALPHA sends one (1) EM message if the oldest file is 26 hours old during the check of the database backup files. ***1)** ▪ proALPHA sends one (1) EM message if the oldest file is 28 hours old during the check of the database backup files. ***1)**
BKP_logfile		Check of the backup log file for error messages	▪ proALPHA sends one (1) EM message if an error message programmed as a standard feature in the ERP system is displayed in the backup log files.

PRO*α*LPHA

BKP_Most_recent_backup		Check of the backup timestamp file inside the database	▪ proALPHA sends one (1) EM message if the timestamp is 26 hours old during the check of the backup timestamp in the database. *1) ▪ proALPHA sends one (1) EM message if the timestamp is 28 hours old during the check of the backup timestamp in the database. *1)
Database performance values			
PROMON_Activity-Summary		Recording the database's reading/writing and transaction activities	▪ proALPHA does not send an EM message. The monthly report informs the Customer of the database's reading/writing and transaction activities.
PROMON_AiBuffer		Recording the database's After-Image buffer activities	▪ proALPHA does not send an EM message. The monthly report informs the Customer of the database's After-Image buffer activities.
PROMON_BiBuffer		Recording of the database's before-image buffer activities	▪ proALPHA does not send an EM message. The monthly report informs the Customer of the database's After-Image buffer activities.
PROMON_BufferHitrate		Database BufferHitrate monitoring	▪ proALPHA sends one (1) EM message if the number of datasets that can be read from the shared memory (without hard drive IO being required) reaches a value of 90%. *2) ▪ proALPHA sends one (1) EM message if the number of datasets that can be read from the shared memory (without hard drive IO being required) reaches a value of 85%. *2)
PROMON_Checkpoints		Analyzing database checkpoints	▪ proALPHA sends one (1) EM message if the time that passes between two checkpoints reaches 2 minutes.
PROMON_Connections		Recording of the number of active database connections	▪ proALPHA does not send an EM message. The monthly report informs the Customer of the number of active database connections.
PROMON_LocktableActivity		Recording of the lock table activity	▪ proALPHA does not send an EM message. The monthly report informs the Customer of the recorded lock table activity.
PROMON_LocktableStatus		Recording of the lock table status	▪ proALPHA does not send an EM message. The monthly report informs the Customer of the recorded lock table status.
PROMON_TransactionDuration		Monitoring the duration of transactions	▪ proALPHA sends one (1) EM message if the duration of the oldest transaction that is currently active reaches a timespan of 120 minutes. *1) ▪ proALPHA sends one (1) EM message if the duration of the oldest transaction that is currently active reaches a timespan of 240 minutes. *1)
PROMON_WritesByAPW		Recording of the activity of the database's Asynchronous Page Writer	▪ proALPHA does not send an EM message. The monthly report informs the Customer of the recorded activity of the database's Asynchronous Page Writer.
proALPHA queue and job activities			
QJ_JobStatus_AllErrors		Monitoring the proALPHA job console for jobs with the status error message "Error"	▪ proALPHA sends one (1) EM message if one (1) of the jobs has the status error message "Error".

QJ_JobStatus_[JobNo.]		[JobNo.] = The number of a permanent job created in proALPHA The installation and configuration of these sensors takes place only if the Customer determines the relevant job number for the purpose of the installation to be performed by proALPHA. proALPHA shall inform the Customer of this requirement for the purpose of the installation.	▪ The Customer must appropriately define the following measuring parameters for each job number for the purpose of the installation and configuration process (cooperation by the Customer). If the Customer defines them for the purpose of the installation, the following shall apply: ▪ proALPHA sends one (1) EM message if one (1) of the jobs has the status error message "Error". ▪ proALPHA sends one (1) EM message if one (1) of the jobs was not started again at a defined point in time. ▪ proALPHA sends one (1) EM message if one (1) of the jobs exceeds a defined runtime.
QJ_QueueStatus_[QueueTyp]		[QueueTyp] = Description of a queue type created in the Customer's proALPHA system. The installation and configuration of these sensors takes place only if the Customer decides accordingly for the purpose of the installation to be performed by proALPHA. proALPHA shall inform the Customer of this requirement for the purpose of the installation.	▪ The Customer must define the following measuring parameters appropriately for each queue number for the purpose of the installation and configuration process (cooperation by the Customer). If the Customer defines them for the purpose of the installation, the following shall apply: ▪ proALPHA sends one (1) EM message if one (1) of the queues does not have the status "Active". ▪ proALPHA sends one (1) EM message if the number of the agreed upon queue instances reaches the number of queue instances specified by the Customer for the purpose of the installation and configuration process. ▪ proALPHA sends one (1) EM message if one (1) of the active jobs in QueueTyp exceeds a duration that must be defined.
Module-specific sensors			
DMS_Devices	DMS module licensed and in use	Recording of the size of the DMS devices in MB and in number of documents in proALPHA	▪ proALPHA does not send an EM message. The monthly report informs the Customer of the recorded size of the DMS devices in MB and in number of documents in proALPHA.
DMS_Volumes	DMS module licensed and in use	Recording of the capacity used and the growth in the DMS per volume	▪ proALPHA sends one (1) EM message if the capacity used in the DMS has reached 60% per volume and no subsequent volume exists. [*1] ▪ proALPHA sends one (1) EM message if the capacity used in the DMS has reached 85% per volume and no subsequent volume exists. [*1]
INWB_pA-Inbox		Monitoring of the status of the messages in the proALPHA message inbox	▪ proALPHA sends one (1) EM message if a message remains unprocessed for a duration of 30 minutes after entering the message inbox. [*1] ▪ proALPHA sends one (1) EM message if a message remains unprocessed for a duration of 60 minutes after entering the message inbox. [*1]
INWB_pA-Outbox		Monitoring of the status of the messages in the proALPHA message outbox	▪ proALPHA sends one (1) EM message if the oldest message in the message outbox remains unprocessed for a duration of 30 minutes after arriving in the message outbox. [*1]

			▪ proALPHA sends one (1) EM message if the oldest message in the message outbox remains unprocessed for a duration of 60 minutes after arriving in the message outbox. *1)
SVC_proALPHA_go-Live	goLive! in use locally	Service started	▪ proALPHA sends one (1) EM message if the service is not started.
SVC_proAL-PHA_GPD	GPD in use locally	Service started	▪ proALPHA sends one (1) EM message if the service is not started.
WS_Status	WebSpeed is in use	Check of the WebSpeed server online status for proALPHA b2b or proALPHA mobile	▪ proALPHA sends one (1) EM message if the WebSpeed broker is offline.
WS_Logfile	WebSpeed is in use	Check of the log files of the WebSpeed broker	▪ proALPHA sends one (1) EM message if an error message programmed as a standard feature in the ERP system is displayed in the log files of the WebSpeed broker.
DMS server			
Basic functions of Progress OpenEdge			
PA_AdminServer_Status		AdminServer can be reached	▪ proALPHA sends one (1) EM message if the AdminServer cannot be reached.
PA_NameServer_Status		NameServer request can be executed	▪ proALPHA sends one (1) EM message if a NameServer request cannot be performed.
proALPHA AppServers			
AS_Status_*-dms	pA Version > 6.x	Check of the AppServer (SAS, SFI, SFIN) online status Check of the AppServer agents with the status *Available*	▪ proALPHA sends one (1) EM message if the AppServer (SAS, SFI, SFIN) is offline.
AS_Logfile_*		Check in the log files of the AppServers	▪ proALPHA sends one (1) EM message if an error message programmed as a standard feature in the ERP system is displayed in the log files of the AppServers.
AS_Connect_*	pA Version > 6.x	Active connection test to the proALPHA AppServers	▪ proALPHA sends one (1) EM message if no connection to the AppServers can be established.

*1) The RSS message is sent only when the agreed parameters are exceeded by a value that was previously lower.

*2) The RSS message is sent only when the agreed parameters are undercut by a value that was previously higher.

The installation of the sensors takes place only in the system components of the proALPHA productive system specified below that are in the Customer's data center.

PRO*α*LPHA

System component(s)	Description/functions
Database server	proALPHA® DB and AppServer Queues & jobs for background processing
File server	Operative file server for proALPHA® installation (release)
DMS server	proALPHA® DMS AppServer
INWB server	Integration Workbench
APS server	Advanced Planning and Scheduling
MTC/Dev server	Delivery system
BI server	Business Cockpit with QlikView®
DMS repository	proALPHA® document repository

proALPHA shall determine which of the sensors specified above are installed on which of the system components in the Customer's system environment.

proALPHA shall notify the Customer that the sensor configuration has been successfully completed on the system components specified by the Customer. Upon receiving the notification, the Customer shall review whether proALPHA has properly performed the sensor configuration and whether the sensors work on the agreed system components within the defined measuring functions and measuring parameters. If the Customer is unable to do so themselves, the Customer shall commission a competent third party to perform the appropriate review. After this review, the Customer shall declare their acceptance of the setup as long as no reason prevents them from doing so. If the Customer permits placing the monitoring in operation and does not file any complaints concerning considerable errors in the configuration of the monitoring with proALPHA in writing within 30 days of placing the monitoring in operation, this shall be the equivalent of acceptance by the Customer.

After the Customer has accepted the setup of the monitoring, its operation shall be restricted to the sensors accepted by the Customer, their measuring functions and measuring parameters, and their operation within the accepted system components. The monitoring of additional system components or the use/modification of additional sensors after the acceptance shall require a separate written agreement between the Parties.

The operation of Expert Monitoring requires that the Customer notifies proALPHA of the appointed key users that are entitled to receive monitoring messages from proALPHA in writing (text form is sufficient) before placing the monitoring in operation. The key users appointed by the Customer shall be at proALPHA's disposal to clarify questions and are in a position to either provide binding information and make decisions regarding the respective messages on their own or to bring about these actions without delay.

7.2.2 Service Items

7.2.2.1 Self-Service Monitoring

After the sensors mentioned in paragraph 7.2.1 have been installed on the proALPHA server components, selected IT key users of the customer are trained in the monitoring software. In doing so, the customer receives information such as the displays and the messages of the monitoring system. Self-service monitoring does not provide additional support for resolving displayed incidents.

- confidential -

7.2.2.2   Expert Monitoring (Extended)

If an event or a process is measured or recorded via a sensor as per the measuring function and measuring parameter agreed for the system environment in which the sensor is installed ("Technical Monitoring Result"), the Customer shall receive one (1) RSS message each from proALPHA for the measuring functions and measuring parameters described for the respective sensor in accordance with the reporting times agreed upon below.

The message in question shall be sent to the key user specified by the Customer and their contact data provided by the Customer.

The service transfer point for the sensors used is the input router of the data center operated by proALPHA. At this service transfer point, the responsibility for errors and/or failures in the monitoring and issuing of RSS messages shall pass from proALPHA. proALPHA shall not be responsible for errors and/or failures outside of the data center operated by proALPHA. Measuring functions that record or measure the availability of a system environment are excepted from this provision. If the availability is compromised by influences that lie outside proALPHA's field of responsibility, a message concerning the lack of reachability of the corresponding system components shall be sent to the Customer according to the SLA agreed upon herein.

proALPHA shall not be responsible for defects in the delivery of messages outside of proALPHA's field of responsibility. Unless express agreements to the contrary exist, the service shall be performed solely by sending an e-mail message with the respective message to the key user specified by the Customer.

7.2.3   Service Hours

7.2.3.1   Expert Monitoring

Monday – Friday, 4:00 AM – 8:00 PM (CET), Saturday and Sunday 8:00 AM – 4:00 PM, excluding national public holidays in Germany and excluding December 24 and 31 of each calendar year.

7.2.3.2   Expert Monitoring Extended

Montag – Freitag, 04:00 – 20:00 Uhr (MEZ/CET), Samstag und Sonntag 08:00 – 16:00 Uhr, ausgenommen bundeseinheitliche, gesetzliche Feiertage in Deutschland sowie ausgenommen der 24.12 und 31.12. eines jeden Kalenderjahres.

7.2.4   Reporting Time Expert Service (Extended)

If proALPHA receives a technical monitoring result from the Customer's system environment within the Expert Monitoring service times agreed herein, proALPHA shall send the corresponding monitoring result as a message within one (1) clock hour after receipt ("Reporting Time"). Technical monitoring results that proALPHA receives from the Customer's system environment outside of the service times agreed herein shall be forwarded to the Customer accordingly within one (1) clock hour after the service times have commenced again. Unless express agreements to the contrary exist between the Parties, proALPHA shall not be obligated to verify receipt of a message by the Customer or the Customer's acknowledgement of a message.

7.2.5   Additional Services

At the Customer's request, proALPHA shall perform the following services once a year within a reasonable period of time after the Customer's request:

- Clear the "before image" of the database

- Refresh all database indices

- Adjust the AppServer configuration for the AppServer administration to the components of the system environment on which a Sensor is installed.

The Customer must address relevant requirements to the proALPHA Service Desk.

7.3   Service Manager

During the term of the Agreement, proALPHA shall appoint a contact person for the Customer (this employee shall be referred to herein as the "Service Manager"). In the event of absence of the Service Manager, proALPHA shall be entitled, at its sole discretion, to appoint one or more appropriate substitutes for the Service Manager. The availability of the Service Manager depends on proALPHA's usual core working hours, from 9:00 AM – 4:00 PM on workdays.

- The Service Manager shall check the service tickets submitted by the Customer and thereby perform the following tasks to optimize the cooperation between the Parties:

- Monitor the agreed upon SLAs as well as the processing progress of Cases; document the processing progress.

- Analyze Cases in order to discuss and prepare proposals with the Customer for operation optimization.

- Monitor not yet categorized and/or not yet forwarded service tickets; document the processing progress.

- Monitor the service tickets the Customer opens with the proALPHA Service Desk due to the RSS messages.

- Coordinate the service tickets opened due to the quality check operations.

- Ask ticket creator for more details to accelerate the processing and resolution of service tickets, if required.

- Ask specialist for more details to accelerate the processing and resolution of service tickets, if required.

- If required, the Service Manager discusses the open service tickets twice (2x) per month with the contact person appointed by the Customer via phone or an online meeting.

- An incident, service request or error cannot be reported to the Service Manager. In the event that the Customer nevertheless reports a Case to the Service Manager, it is always classified as "Medium" (Priority 3) by proALPHA in terms of priority and response times. This applies even if a different incident level may have been specified or described in the corresponding ticket.

7.3.1   Service Level Reporting

The Customer shall receive a report on the status of the tickets created in the customer portal from the Service Manager once (1x) per month retrospectively within the month following the report month. The report shall cover the following information:

- Created, open, and closed tickets in the report period

- The report shall contain, to the extent necessary, any observations and analysis results, as well as any suggestions for optimizing the cooperation of the Parties.

- Non-observance of the agreed upon SLAs for the reporting month

- Non-observance of the key users' obligation to cooperate in the processing of service tickets

- Communication of miscellaneous reporting contents for the reporting month as far as agreed in this Quote

7.4   "Basics" E-Learning Portal

7.4.1   Account Setup and User Login

After the contract has been concluded, the Customer shall be activated in the "Basics" e-learning portal by the Service Commencement Date at the latest. The basis for the activation shall be the domain of the e-mail address of the Customer. Upon the activation, all employees of the Customer shall henceforth be able to create an account in the "Basics" e-learning portal. The Customer must ensure that the access privileges are protected from unauthorized access and disclosure.

7.4.2   Administration of Company Accounts

The administration of the accounts shall be at the responsibility of the proALPHA Academy; the Customer may not administer the accounts themselves.

- confidential -

7.4.3 Availability of the Portal

The "Basics" e-learning portal is accessible via the Internet. The proALPHA Academy warrants a 99% availability of the portal per year. Demarcation points are the input or output router at the data center on which proALPHA operates the "Basics" e-learning portal. At these demarcation points, the responsibility for errors and/or failures shall pass from proALPHA. proALPHA shall not be responsible for errors and/or failures outside of the data center operated by proALPHA.

7.4.4 Contents of the proALPHA "Basics" E-Learning Portal

The contents of the "Basics" e-learning portal are derived from the training material and illustrative material currently stored there by proALPHA.

7.4.5 Use

The Customer uses the e-learning portal by accessing the online portal hosted by proALPHA via the Internet.

The Customer shall be entitled to use the training and illustrative material stored on the proALPHA "Basics" e-learning portal for internal training and educational purposes of their own employees in accordance with the intended use. The right of use also includes the companies affiliated with the Customer according to Sections 15 ff. AktG (German Stock Corporation Act). Unless expressly agreed otherwise in writing, the Customer shall receive a simple, non-exclusive right of use to the contents of the "Basics" e-learning portal. The downloading and reproduction of the contents of the "Basics" e-learning portal shall require the express written granting of rights by proALPHA. The Parties agree that buffering in memory does not constitute a download or duplication in this sense.

7.4.6 Cooperation Obligations of the Customer

At their own cost and expense, the Customer shall establish a suitable Internet connection to the "Basics" e-learning portal and maintain it for the duration of the Customer's intended use of the e-learning portal.