

Terms of Service

Service Level Addendum

1. This Service Level Addendum ("**SLA**") is entered into by and between the Parties to the MSA to which this Addendum is referenced. The purpose of this SLA is to set forth the service levels, performance metrics, and related obligations applicable to the Software-as-a-Service provided under the Agreement. This SLA forms an integral part of the Agreement and shall be effective and enforceable only for the duration of the Agreement. Upon expiration or termination of the Agreement for any reason, this SLA shall automatically terminate without further action by either Party.
2. Unless otherwise defined in this SLA, capitalized terms shall have the meaning assigned to them in the Agreement.

- 2.1. "**Availability**" means the ratio of actual uptime (*i.e.*, uptime less downtime) to the uptime during which the Software-as-a-Services can be used (including in cases of occurrence of Error Classes 3 and 4 but excluding Error Classes 1 and 2). Availability shall be measured in each case on a monthly basis. Coordinated Maintenance Windows are not taken into account when determining availability, *i.e.*, they have no influence on availability. The following formula applies:

$$\text{Availability in \%} = \frac{(\text{Operating Hours minus Downtime})}{\text{Operating Hours}}$$

- 2.2. "**Downtime**" means the periods of time during which the Software-as-a-Services cannot be used or cannot be used completely due to a failure of Error Class 1 or 2. The respective downtime is calculated as the sum of actual response time and actual recovery time. Downtime in the sense of availability does not include downtime due to (i) Maintenance Windows during which access to the Software-as-a-Services is not possible, (ii) unforeseen maintenance work that becomes necessary, if such work was not caused by a breach of Echory's obligations to provide the Software-as-a-Services (*e.g.*, force majeure, in particular unforeseeable hardware failures, strikes, natural events), (iii) from virus or hacker attacks, insofar as Echory has taken the agreed protective measures or, in the absence of an agreement, the usual protective measures, (iv) of the Customer's specifications, due to unavailability of the Customer's equipment or due to other interruptions caused by the Customer (*e.g.*, failure of the Customer to cooperate), (v) unavailable or defective third-party services attributable to the Customer (in particular the interfaces (APIs) to connected third-party systems), (vi) the application of urgently needed security patches, and (vii) of errors in Customer applications or due to errors in the Software-as-a-Services triggered by Customer applications or data.
- 2.3. "**Error Classes**" means the categorization of the significance of various errors or faults in the Software-as-a-Services into four Error Classes, in which the errors or faults are classified according to their impact on Customer's business processes.

- 2.3.1. "**Error Class 1**": critical malfunction, refers to errors that preclude or make it impossible to use the Software, *e.g.*, the Software-as-a-Services cannot be started,

the real-time communication function fails completely, or Next Best Action generation is unavailable across all live sessions.

- 2.3.2. **"Error Class 2"**: serious malfunction, refers to errors that significantly impede or severely restrict the use of the software in essential parts, e.g., speech-to-text transcription is non-functional; Next Best Action generation fails entirely during a live session.
- 2.3.3. **"Error Class 3"**: moderate malfunction, refers to errors that restrict the functionality of the Software only in partial areas so that use is still possible, e.g., AI recommendations are delivered with latency exceeding 5 seconds consistently.
- 2.3.4. **"Error Class 4"**: minimal malfunction, refers to errors that do not fundamentally restrict use but rather involve losses in convenience, e.g., speed impairments or display errors.
- 2.4. **"Maintenance Window"** means the period of time during which Software-as-a-Services may be taken out of service for maintenance or updates.
- 2.5. **"Operating Hours"** means the scheduled times (target time) during which the Software-as-a-Services ordered by Customer can be used. Regular business hours (as specified herein) and Maintenance Windows are within the Operating Hours.
- 2.6. **"Response Time"** means the effective period of time between the detection of a malfunction/error report within the scope of the self-test and the start of the work of the body and/or person commissioned by Echory to rectify the error, or the receipt of a fault/error report from the Customer by Echory on the one hand and the first contact between the office and/or person charged with troubleshooting by Echory and the Customer on the other hand.
- 2.7. **"Recovery Time"** shall mean the start of the error elimination immediately following the Response Time. The recovery time ends with the successful elimination of the error or, in individual cases, with an objectively reasonable workaround solution.
- 2.8. **"Service Level Credits"** means a credit, determined by Echory, to be applied against the agreed compensation if Echory fails to perform the Software-as-a-Services as agreed in this SLA.
- 2.9. **"Times"** refers in each case to the time zone of Berlin.
- 2.10. **"Updates"** means any modification, enhancement, or improvement made to the Software that is intended to maintain, improve, or expand its functionality, performance, or security. Updates may include bug fixes, patches, minor feature additions, or performance optimizations. Updates are typically provided to ensure the Software remains current with technological advancements and continues to meet the agreed-upon service levels.
- 3. For each request of Customer, Echory shall assign a processing number ("**Ticket**"). At its own discretion, Echory will implement an electronic ticket system for this purpose, which will enable traceability of the status of the processing of the Tickets.
- 4. Regular business hours are 8:00 a.m. to 5:00 p.m. from Monday to Friday, except for public holidays in North Rhine-Westphalia, Germany.

5. The Software-as-a-Services is provided with an Availability of 99.0 % per month.
6. Customer shall report to Echory any impairments of Availability, errors or other disruptions of which Customer becomes aware. Echory will endeavor to eliminate the disruptions without undue delay.
7. Echory will use commercially reasonable efforts to initiate the transmission of Next Best Action recommendations within five (5) seconds of a completed speech segment as detected by the speech-to-text service ("Latency Target").

The Latency Target:

- (a) is measured as a monthly P95 (95th percentile);
 - (b) excludes periods of Downtime as defined in Section 2.2;
 - (c) excludes latency caused by Customer's network connectivity, API throttling on the Customer's side, or hardware limitations;
 - (d) excludes any latency spikes or service degradation caused natively by third-party AI model or infrastructure providers (e.g., OpenAI);
 - (e) does not trigger Service Level Credits if missed, but performance will be reported in quarterly service reviews.
8. Scheduled maintenance window for maintenance work and data backups of the Software-as-a-Services is daily in the time from 0:00 to 2:00. During this time, operation of the Software-as-a-Services may not be possible. Additional Maintenance Windows will be communicated by Echory to Customer regarding the intended date (date, start time and scheduled duration) in a timely manner and in any case at least three (3) days in advance.
9. The classification of the errors shall be made by Echory in its reasonable discretion with due regard to the impact that the relevant error has on Customer's business operations and the interests of Echory. Upon becoming aware of an error through Echory's routine self-inspection or notification by the Customer, Echory will begin problem analysis and respond to Customer, and if already available, provide information about possible solutions, as follows:
 - 9.1. In the event of a discovery within regular business hours and errors of Error Classes 1 and 2:
 - 9.1.1. Error Class 1: max. 2 hours; from error detection/reporting
 - 9.1.2. Error Class 2: max. 4 hours; from fault detection/notification
 - 9.2. If the error is in Error Class 1 and is detected outside regular business hours, or if the error is in Error Class 2 and is detected between 6 a.m. and 9 p.m. but outside regular business hours:
 - 9.2.1. Error Class 1: max. 4 hours; from error detection/reporting
 - 9.2.2. Error Class 2: max. 8 hours; from error detection/reporting
 - 9.3. If the error of Error Class 2 is detected between 9 p.m. and 6 a.m.:
 - 9.3.1. Error Class 2: max. 8 hours; starting at 6 a.m.
 - 9.4. For errors of Error Classes 3 and 4
 - 9.4.1. Error Class 3: max. 2 hours; from start of regular business hours

9.4.2. Error Class 4: max. 4 hours; from start of regular business hours

10. The following recovery times are deemed agreed for Software-as-a-Services:

- 10.1. Error Class 1: 12 hours
- 10.2. Error Class 2: 1 working day
- 10.3. Error Class 3: 20 working days
- 10.4. Error Class 4: with the next update

11. All error and fault reports from Customer must be adequately described and contain the following information in particular, (i) comprehensible description of the error or fault, (ii) time of the fault or malfunction, (iii) information on the IT system used by Customer, (iv) non-binding proposal for the classification of the fault or malfunction, and (v) designation of a qualified contact person of Customer, including contact possibility.

12. All error and fault reports detected by Customer shall be submitted immediately to Echory via the following means of communication:

- 12.1. Email: support@echoryflow.com.

13. Echory shall deliver Updates to the Software on a regular basis to ensure optimal functionality, performance, and security. Updates shall be provided at least 4 times per year ("**Update Frequency**"), or as necessary to address critical issues, vulnerabilities, or compliance requirements. Echory will notify the Customer in advance of any scheduled Updates, including details of the changes and potential impacts on service availability. Echory will make reasonable efforts to minimize disruption during the implementation of Updates. Emergency Updates may be deployed without prior notice to address urgent security or operational issues.

14. Customer will create all technical conditions and grant access necessary for the provision of services by Echory.

15. To the extent Echory fails to provide the services under this SLA as agreed, Echory will provide Service Level Credits to Customer in accordance with the following.

- 15.1. In order to receive Service Level Credits, Customer must submit a notice of noncompliance to Echory within 24 hours using contact options provided in Section 12. Echory will issue Service Level Credits only if Echory can verify the notice of noncompliance.

- 15.2. Service Level Credits are charged as part of the billing for the following billing period. Service Level Credits cannot be paid out.

- 15.3. The maximum amount of eligible Service Level Credits is limited to 25 % of each billing period.

- 15.4. Service Level Credits granted by Echory are the Customer's sole and exclusive financial remedy for any service unavailability or performance failures, and shall be credited against any further claims of the Customer.

- 15.5. If the Software-as-a-Services fails to meet the agreed Availability, Echory shall grant Service Level Credits for each 0.1 % deviation from the agreed Availability in the amount of 0.1 %, of the

agreed Fees for the respective period, but in total not more than 20 % of the agreed Fees for the respective period.

- 15.6. If Echory exceeds the agreed upon response time, Echory will grant Service Level Credits for each 1 hour(s) overrun equal to 0.1 % of the agreed upon Fees for that period, but not to exceed a total of 5 % of the agreed upon Fees for that period.
- 15.7. If Echory exceeds the agreed upon recovery time, Echory will grant Service Level Credits for each 2 hour(s) overrun equal to 0.1 % of the agreed upon Fees for that period, but not to exceed a total of 5 % of the agreed upon Fees for that period.
- 15.8. Service Level Credits are strictly non-refundable, hold no cash value, and cannot under any circumstances be paid out or exchanged for cash.
- 15.9. For the purpose of calculating overruns in Sections 15.6 and 15.7, measurement shall only occur during Echory's standard business hours (Monday through Friday, 8:00 a.m. to 5:00 p.m. CET, excluding public holidays in North Rhine-Westphalia, Germany). Any time elapsed outside of these hours shall be excluded from the calculation.

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