



# Annex

Service Components and Service Level  
Agreement SoSafe Inc.

# 1. Service Components

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## 1.1 Scope of Services

SoSafe shall provide Customer with the Awareness Building Services agreed in the Offer and specified in the Feature Matrix and at [https://link.sosafe-awareness.com/general-technical\\_conditions-en](https://link.sosafe-awareness.com/general-technical_conditions-en). Except where stated otherwise in the applicable Feature Matrix, the Awareness Building Services shall also comprise of the Continuous Development and Customer Support Services defined in this Annex.

## 1.2 Continuous Development

During the Contract Term, SoSafe shall continuously develop and update the Awareness Building Services agreed in the Offer and will deploy such updates to the Platform ("Updates").

For clarity, such Updates are provided to fix errors, to adapt the ordered Awareness Building Services to then-current legal requirements, to patch or otherwise remedy security weaknesses or to generally enhance their usability. Except where SoSafe decides to do so in its own sole discretion, Updates do not comprise of new functionality or features beyond the Feature Matrix for the respective Awareness Building Service at the time of conclusion of the respective Agreement. Such added features or functionalities may be available to Customer against added fees upon entry into a new Agreement.

Except where Updates are provided to urgently remedy or circumvent errors, or where such Updates can be deployed without affecting the operation of the Awareness Building Services, SoSafe shall provide Customer with reasonable advance notice of the deployment of Updates.

## 1.3 Customer Support

The following support services (the "Support Services") shall form part of the Awareness Building Services :

### 1.3.1 Communication Channels

The general point of contact for all Customers of SoSafe is customer support. Customers' Users and Administrators have the following options for submitting support requests (each a "Support Request"):

- Support form including FAQ: <http://support.sosafe.de>
- Email: [support@sosafe.de](mailto:support@sosafe.de)

Support Services are available in German or English, as chosen by Customer.

### 1.3.2 Support Hours

Except for bank holidays in the federal state of North Rhine-Westphalia, Germany, Support Services are available Monday to Friday from 9:00 a.m. to 5:00 p.m CET (the "Support Hours", each day with Support Services a "Business Day").

### 1.3.3 Response Time

Response time (the "Response Time") commences upon receipt of the Support Request issued in accordance with clause 1.3.1.

SoSafe's Response Times shall be as follows:

- For general inquiries: two (2) Business Days.

- In the event of disruptions to the Awareness Building Services (e.g., the service is only accessible to a limited extent): one (1) Business Day.

Customer Support classifies the Support Request according to these categories based on Customer's provided information.

Within the applicable Response Time, Customer shall receive a qualified response from Customer Support. A qualified response either contains the solution or the conclusion of the process, or an initial assessment of the Support Request and information on how to proceed. To the extent reasonably possible, SoSafe will inform Customer about the expected duration of a reported malfunction. However, where a Support Request has not been sufficiently specified by Customer, e.g., if the malfunction or query is not described in a manner to allow further assessment, SoSafe's response may consist of further requests for information.

A Support Request will be closed on the earlier of:

- Successful resolving of the Support Request; or
- No response is received by SoSafe within five (5) Business Days following a response by SoSafe which requests the provision of further information or activity to be performed by Customer.

## 2. Service Availability

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### 2.1 Availability

For each Awareness Building Service provided by SoSafe via <https://elearning.sosafe.de>, <https://app.sosafe.de/> or <https://manager.sosafe.de/>, the learning pages or the streaming server as well as the Phishing Report Button, SoSafe shall meet the following average monthly Availability (as defined hereinafter).

Availability is the ratio of Uptime, meaning the time the respective Awareness Building Service is Available, to total time, i.e., Uptime plus Downtime, measured 24 hours each calendar day, on a monthly basis and expressed in percent:

$$\text{Availability} = \text{Uptime} / (\text{Uptime} + \text{Downtime})$$

"Uptime" shall be defined as the period during which the respective Awareness Building Service is provided to Customer without any service impairment in Category 1 or Category 2, with any other time being defined as "Downtime":

The following severity levels shall apply:

*Category 1: Service cannot be reached at the Point of Delivery due to lack of connectivity, Service Impairment prevents use of all or the majority of functionality provided by the Service according to the Feature Matrix (also reported as "Major Outage(s)").*

*Category 2: Service can be reached at the Point of Delivery but with service interruptions or significant latency for the majority of SoSafe's user base, making use of significant positions of the Service either impossible or impractical (also reported as "Partial Outage(s)").*

*Category 3: Impairments of Service other than those in Categories 1 or 2, e.g. minor Service latency, certain minor components of a Service cannot be fully used or other impairments which affect only the minority of SoSafe's user base.*

Except as stated otherwise in the Feature Matrix, SoSafe shall provide each respective Awareness Building Service with an Availability of 99%.

## **2.2 Availability Exceptions**

Maintenance work on the systems of SoSafe and their suppliers performed in view of the maintenance and security of the Awareness Building Services, including the provision of Updates (the "Maintenance"), is not considered Downtime according to the definition under Sec. 2.1.

As a rule, Maintenance is carried out on weekends between Saturday 9:00 a.m. and Sunday 6:00 p.m. CET or at night on any weekday between 11:00 p.m. and 7:00 a.m. CET the next morning. In exceptional cases, Maintenance can also be carried out during all other times, considering the least possible disruption to ongoing operations. In such cases, SoSafe shall inform Customer of the Maintenance schedule as early as possible, but no later than one (1) calendar week prior to the Maintenance.

## **2.3 Availability Reporting**

The respective Availability reporting for each applicable Awareness Building Service can be viewed at any time at <https://status.sosafe.de>.

# **3. Requirements of use**


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The use of the Awareness Building Services is linked to certain technical requirements of the Customer. These can be found at <https://link.sosafe-awareness.com/general-technical-conditions-en>.

# **4. Other**

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Terms in capital letters not defined in this document shall have the meaning as defined in the General Terms and Conditions of SoSafe Inc.





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