

OPERATIONAL TERMS EXHIBIT

This Operational Terms Exhibit (“Exhibit”) details the commitment of LeanIX in terms of Service Levels and Availability; Support Services; Updates and Maintenance. This Exhibit is incorporated into the Agreement and any term not defined herein shall have the same meaning defined elsewhere in the Agreement.

1. Definitions

- 1.1 “API” means an application programming interface that connect the Subscription Service to a third-party application or service of the Customer.
- 1.2 “Available” means that the Subscription Services can be accessed by Users, “Availability” means the time the Subscription Service is Available. For clarity, if mission critical functionalities of the Subscription Services are accessible but equivalent to unusable, the Subscription Service shall also be considered as non-Available.
- 1.3 “Business Day(s)” means any day except Saturday, Sunday, any day which is a state or federal holiday in the country of incorporation of the LeanIX entity entering into the Agreement.
- 1.4 “Business Hours” means Business Days, 9 AM through 6 PM.
- 1.5 “Defect” means an incident or defect that prevents the Subscription Services from performing in substantial conformity with the applicable Documentation.
- 1.6 “Fault” means a Defect that causes a non-Availability of the Subscription Services.
- 1.7 “LeanIX Area of Responsibility” means the area ending at the outbound router of the data center utilized by LeanIX to host Customer’s Data (including but not limited to connection routes of the Internet or Customer’s hardware and software).
- 1.8 “Maintenance” means repairs, improvements, or changes to the LeanIX infrastructure.
- 1.9 “Rectification” means reasonable work-arounds, fixes or other reliefs, as judged reasonable by LeanIX, of a Defect or Fault.
- 1.10 “Response Time” means time within which Customer is given an initial update after a Defect/Fault is reported.
- 1.11 “Service Class” means one of the three Service Classes (Comfort, Premium or Platinum) to which Customer may subscribe. Unless otherwise agreed in writing, the Comfort Service Class applies to Customer’s Subscription Service.
- 1.12 “Time to Restore” means the timeframe within which Rectification is provided, calculated from the moment of reporting of a Defect/Fault and excluding any time the Customer and/or third parties for who LeanIX is not responsible delay necessary cooperation with Rectification.
- 1.13 “Updates” means improvements and modifications to the Subscription Services applied by LeanIX, including patches or bug fixes.

2. Service Levels and Availability

- 2.1 Availability. In every contract year, LeanIX shall ensure that the Availability of the Subscription Service is equal or higher than 99.5% (“Target Availability”). The Availability is calculated as follows: $(1 - (\text{sum of minutes in which the affected Subscription Services had a total downtime within the contract year} / 525,600 \text{ minutes})) \times 100$. Non-Availability due to Maintenance, Force Majeure events, reasons outside of LeanIX Area of Responsibility and/or due to Customer’s use of the Subscription Services not in accordance with the Documentation and/or the Agreement are not included in the calculation.
- 2.2 Service Credits. If the Target Availability is not met or exceeded, Customer may request a Service Credit as detailed in the table below within 90 days from the end of the relevant contract year. Service Credits will be offset against Customer’s next invoice. If the Agreement terminates or expires, LeanIX will promptly issue a refund. The terms limiting each Parties’ liability and restricting damages remains unaltered. Customer may check Availability at: <http://monitoring.leanix.net/>

Shortfall of the Availability	Service Credit: in percentage of the net fees paid by Customer for the Subscription Services in the applicable 12-month contract year
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up to 0.5 %	2%
> 0.5 - 1.0 %	5%
> 1.0 - 1.5 %	10%
> 1.5 %	15%

3. Support Services

- 3.1 **Support.** LeanIX will provide support in accordance with the agreed Support Service Class. Support does not include implementation or customization services. If Customer requests such services the parties will discuss the terms of an applicable SOW and any related Professional Services Fees.
- 3.2 **Reporting, Response Time and Rectification.** Defects and/or Faults are detected by LeanIX’s monitoring equipment or reported by Customer. After the initial reporting, LeanIX will notify Customer within the Response Time for the relevant Service Class. LeanIX will promptly commence, and diligently pursue, Rectification of a Defect or Fault, being however understood that LeanIX shall not be required to provide Rectification to the extent a Defect or Fault is (a) immaterial or cosmetic or (b) caused by a failure outside of LeanIX Area of Responsibility or (c) caused by Customer’s use of the Subscription Services other than in accordance with the Documentation or in violation of the Agreement. When LeanIX has determined a possibility for Rectification, LeanIX will inform Customer of the intended solution and the anticipated time to achieve Rectification. Where so required, Customer shall provide reasonable cooperation to the Rectification efforts. Upon Rectification, LeanIX will promptly inform Customer.

SERVICE CLASS	PLATINUM	PREMIUM	COMFORT
Reporting by Customer	By telephone*, email	By telephone*, email	email
Response Time	12 Business Hours	24 Business Hours	48 Business Hours
Contact person	Dedicated Customer Success Manager	Dedicated Customer Success Manager	Customer Success Management
Regular contact	Every two weeks	Once per month	Once per quarter

* Telephone reporting is only available to Customer's administrators. During Business Hours, if Customer Success is unavailable to answer an administrator's telephone call, LeanIX will respond to the administrator's message within three business hours.

- 3.3 **Time to Restore.** Rectification for Defects will be provided within a reasonable period of time. For Faults, the maximum Time to Restore is three Business Days. If Rectification for a Fault is not provided within three Business Days, the Fault Escalation Matrix below will apply. Customer may review information on the current Faults and Time to Restore at: <http://status.leanix.net/>

FAULT ESCALATION LEVEL	TRIGGER FOR ESCALATION	INDIVIDUAL RESPONSIBLE
Level 1	LeanIX support reports a Fault cannot be rectified within the Time to Restore	Customer Success Manager

FAULT ESCALATION LEVEL	TRIGGER FOR ESCALATION	INDIVIDUAL RESPONSIBLE
Level 2	an additional 12 Business Hours pass without rectification	Head of Customer Success
Level 3	an additional 24 Business Hours pass without rectification	Chief Executive Officer

4. Updates and Maintenance

- 4.1 Updates. LeanIX will regularly apply Updates to improve and develop the Subscription Services or due to security, integrity, compliance or availability purposes. Updates are provided at no additional fees and do not cause any non-Availability.
- 4.1.1 APIs. LeanIX will apply Updates to ensure continued availability and operability of its APIs in the event of changes in the nature, type, quality and availability of the relevant third-party applications and APIs. If a third party modifies or ceases to make its applications or APIs available, so that an Update is not possible, LeanIX may temporarily suspend or discontinue access to the affected application or APIs.
- 4.2 Maintenance. LeanIX may perform Maintenance to ensure the security, integrity, availability or compliance of its infrastructure. LeanIX will notify Customer reasonably in advance of any Maintenance activity in the event such Maintenance is likely to cause a non-Availability. LeanIX will use best effort to limit Maintenance activities to non-Business Hours and to the minimum required to achieve the purpose. Customer may subscribe to receive notifications regarding upcoming Maintenance at <http://status.leanix.net/>
