



Service Level Agreement

This Service Level Agreement (the "SLA") is entered into by and between goUrban e-Mobility GmbH, Lerchenfelder Gürtel 43, Top 6/4, 1160 Vienna, Austria, Austrian Commercial Registry number FN 449898 s (the "Provider") and the party purchasing the "Premium Support" product from the Provider (the "Customer") as listed in its Table of Services in the related Order Form pursuant to the terms and conditions set out in the Master Service Agreement (the "MSA").

§ 1 Definitions

The following definitions shall be used in the interpretation of this SLA. Terms not defined within this SLA shall be interpreted in accordance with the MSA concluded between the Provider and the Customer.

Annual Subscription Fee	Means the accumulation of Monthly Service Fees paid by the Customer to the Provider over a 12-month period. The annual subscription fee cycle aligns with the effective date of this agreement and recurs annually, combining the sum of the monthly subscription fees paid throughout the year.
Assured Service Availability	Shall have the meaning as set out in § 2
Claim	A claim submitted by the Customer to the Provider pursuant to this Service Level Agreement.
Contract Year	Means a consecutive 12 (twelve)-month period that initiates upon the mutual execution of the SLA by both parties. In instances where one party signs the contract at a later date, the date of countersignature is the commencement date. Following the completion of a contract year, a new 12-month period commences. This cycle repeats for the duration of the contract.
Downtime	Downtime means the time during which the Service is not available to the Customer or the End Users, cannot be used by the Customer or the End Users, or is noticeably and significantly degraded to the detriment of the Customer or the End Users, but shall not include Maintenance Time, nor any such time of five consecutive minutes or less
Force Majeure	Any delay or failure in Service performance caused by reasons out of the Parties reasonable control. This includes, but is not limited to, acts of God or a public enemy; natural calamities; failure of a third party to perform; changes in the laws or regulations; actions of any civil, military or regulatory authority; power outage or other disruptions of communication methods or any other cause which would be out of the reasonable control of the Provider.

Incident	Any set of circumstances resulting in an observable or reproducible degradation of the Service.
Maintenance Work	Shall mean the ongoing activities, including but not limited to updates, upgrades, repairs, troubleshooting, and other necessary actions, performed by the provider to ensure the continued functionality, performance, and availability of the service or system as specified in this Agreement.
Monthly Service Fee	Means the monthly subscription fee by the Customer to the Provider as consideration for the Service as specified under the MSA, and additional fees, penalty fees, late payment interest or payments due to goUrban from the Customer.
Service	Means Shared Mobility and/or Corporate Fleet software products as service (SaaS) solution provided by the Provider to the Customer, as specified in the applicable Order Form and according to its description in Table of Service.
Service Credit	Shall have the meaning set out in § 3.

§ 2 Service Availability

- (1) The Provider assures the Customer the availability of the Service according to the following agreed parameters:
- (a) *Availability Period:* The availability to be maintained by the Provider according to the parameters below applies to the period Monday to Sunday, each from 00:00 to 24:00.
- (b) *Exceptions to the Assured Service Availability:* When determining the actual achieved availability, those periods during which the provision of services by the Provider is not possible for the following reasons are to be deducted:
- Maintenance work, to be announced to the Customer at least 24 hours in advance through our platform status page (<https://status.gourban.co/>);
 - Operational disruptions or failures of systems, system components, or telecommunication infrastructure of the Provider or of third parties who act as vicarious agents of the Provider in the event of *force majeure*;
 - Operational disruptions or failures of systems, system components, or telecommunication infrastructure that are not owned by or are outside the responsibility of the Provider when the cause of the operational disruption or failure was not caused by the Provider or its agents;
 - Disturbances or failures that are at least partly due to a breach of contract or otherwise improper use of the Service by the Customer, as well as Customer's or its end users' hardware, software or connectivity issues, corrupted Customer content, acts or omissions of Customer, its employees, agents, contractors, or vendors;
 - Operational disruptions, failures of systems, system components, or telecommunication infrastructure, disturbances or failures due to a third party gaining access to the Service (i) by means of Customer's Authorized Users' accounts or equipment; (ii) caused by Customer's continued use of the Service after the Provider has advised Customer to modify such use, if

Customer did not modify its use as advised; or (iii) occurring during beta and trial services, unless otherwise agreed to in writing by the Provider;

- Attacks by third parties through denial-of-service, API flooding or comparable threats;
- Customer's third-party services connected to the Service (e.g. payment gateways).

(2) The Provider assures the Customer a minimum monthly availability of the Service of 99.8%. For the purposes of this agreement, availability is to be calculated as follows:

$$\frac{[\text{Maximum Availability} - \text{Exceptions to the Assured Service Availability as per § 2 (1) lit (b)}] \times 100}{\text{Maximum Availability}}$$

- (3) The maximum availability per month is 24 hours multiplied by the number of days in the respective calendar month.
- (4) Any liability or warranty on the part of the Provider with regard to its Services under this SLA is expressly excluded.
- (5) The Provider shall exert all reasonable efforts to render its maintenance work outside the peak operational hours communicated by the Client, to the extent that such provision is possible and reasonable. The Provider will aim to ensure minimal disruption to the Client's regular operational activities while maintaining a high standard of service delivery.

§ 3 Claims & Service Credits

- (1) Claims for a Service Credit must be made in good faith through a documented submission of a support case. To be eligible to submit a Claim, Customer must first have notified Provider of the specific Incident or set of Incidents and provided notice of its intention to submit a Claim within 5 (five) Business Days following such Incident(s).
- (2) To submit a Claim, Customer must contact Provider through email to support@gourban.co. Customer must provide to Provider reasonable details and sufficient evidence to support any Claim, including but not limited to, detailed descriptions of an Incident. Customer must submit a Claim before the end of the billing month immediately following the billing month in which the Incident, which is the subject of such Claim, occurs.
- (3) Provider will use all information reasonably available to it to validate a Claim and make a good faith judgment on whether a Service Credit applies to such Claim.
- (4) If Provider fails to meet the Assured Service Availability as set out in § 2 (2), Customer is entitled to claim a Service Credit in the amount of 2% of the Monthly Service Fee for each 1 % below the Assured Service Availability.
- (5) Under no circumstances will the total maximum Credits:
- for any 1 (one) Month, exceed an aggregate of 100% of the Monthly Service Fee for that Month; and
 - for any given contract year, exceed in the aggregate an amount equal to one-third of the Annual Subscription Fees paid for the affected Service for the contract year (or one third of the total subscription fees).
- (6) Customer acknowledges that the Service Credits are the sole and exclusive remedy for Provider's failure to meet the Assured Service Availability, except to the extent prohibited by applicable law.

- (7) Provider will apply such Credit to a future invoice relating to the Service and offset against Customer's Monthly Service Fees or provide a refund if no future invoice is due.

§ 4 Governing Law, Place of Performance, Jurisdiction

- (1) The contractual relationship is exclusively subject to Austrian Law, excluding international referral norms and the UN Sales Law.
- (2) The place of performance and exclusive jurisdiction for all disputes arising from the contractual relationship between the contractual parties is the location of the Provider.
- (3) Should individual provisions of the contract be legally ineffective or unenforceable, it does not affect the validity and enforceability of the remaining provisions. This does not apply if, in this case, adhering to the contract would constitute an unreasonable hardship for one contractual part.