

## Special Terms for the Reseller-Clients ("Reseller-Specifications")

These Reseller-Specifications shall specify certain specific terms under which the the Productsup Software as a Service (the "**Productsup Software**") is sublicensed by Third Party Reselling-Partners of Productsup (the "**Reseller(s)**") to the End User Clients (the "**Client(s)**").

### 1. No Contractual Parties

These Reseller-Specifications serve as a specification of certain end-user license agreements (the "**EULA**") between Reseller and Client insofar as the Productsup Software is sold by such Reseller in combination with other software products subject to such EULA.

No contractual relationship is established or implied between Productsup and the Client.

### 2. Applicable Special Terms

- 2.1 The Productsup Software is documented in the Productsup Services Documentation provided under [www.productsup.com/services-documentation](http://www.productsup.com/services-documentation).
- 2.2 The Productsup Software is provided according to the Service Levels set forth in the Service Level Agreement attached to these Reseller-Specifications as Annex 1.
- 2.3 Notwithstanding any provision of the EULA, Product and Account Support will be provided for the Productsup Software as set forth in the Support Service Level attached to these Reseller-Specifications as Annex 2.
- 2.4 Annex 3 to this Exhibit 3 sets forth Productsup's Data backup standards.

## Annex 1

### Service Level Agreement for Productsup Software

This Service Level Agreement governs the provision and accessibility of the Productsup Software through the Productsup Platform.

#### 1. Definitions

- 1.1 “**Downtime**” means the total minutes in the calendar month during which Client’s designated Login to the Productsup Platform does not respond to Client’s login-request, excluding Excluded Downtime.
- 1.2 “**Excluded Downtime**” means the total minutes in the calendar month attributable to (i) periods of non-availability due to Internet interruptions Productsup is not responsible for or due to other circumstances beyond the responsibility of Productsup, in particular those caused by force majeure; (ii) periods of non-availability due to planned maintenance of the Productsup Platform or the content which are carried out on a regular basis (“**Scheduled Maintenance**”); (iii) periods of non-availability due to unscheduled essential maintenance work which is necessary to eliminate malfunctions; (iv) periods of non-availability due to the fact that, temporarily, the necessary technical requirements for the access to the Productsup Platform, which must be created by the Client, are not met, for example in case of disturbances of the Client’s hardware.
- 1.3 “**Productsup Platform**” means the Productsup web-environment upon which the Services and Client Data are hosted and may be controlled by the Client or its authorized users.
- 1.4 “**System Availability SLA**” shall be defined as the minimum System Availability of the Productsup Platform during each calendar month for production versions and calculated in accordance to formula defined under System Availability.
- 1.5 “**System Availability**” shall be calculated by following formula:

*System Availability as percentage =*

$$\left[ \left( \frac{\text{total minutes in the calendar month} - \text{Downtime} - \text{Excluded Downtime}}{\text{total minutes in the calendar month} - \text{Excluded Downtime}} \right) * 100 \right]$$

Example:

An example month has 30 days (= 30\*24\*60 = 43.200 minutes)

Excluded downtime for this example month was 180 minutes

Downtime for the example month = 30 minutes

$$\text{System Availability as percentage} = \left[ \left( \frac{43.200 - 30 - 180}{43.200 - 180} \right) * 100 \right]$$

System Availability = 99,93%

#### 2. Productsup Obligations

##### 2.1 System Availability SLA

The System Availability SLA of the Productsup Platform shall be at least 99,5%.

## 2.2 Downtime

In case of Downtime of the Productsup Platform, Productsup or the Reseller will provide Client (or via Reseller) with regular updates on system status, mitigation efforts and expected timing for Productsup Platform to become available again.

## 2.3 Notices

If provided by Productsup, all information and notices with regard to Downtime and System Availability are provided exclusively through Productsup's statuspage [www.status.productsup.io](http://www.status.productsup.io).

## Annex 2

### Support SLA – Processing times for Client Incidents

Notwithstanding anything in the EULA, this Support SLA governs the provision of Support in case of malfunctions of the Productsup Software through Productsup after the Client's submission of a Support Incident to the Reseller as the Client's first line support contact.

#### 1. Definitions

- 2.4 “**Business Day**”: Mondays to Fridays except for public holidays in Germany or the United States, depending on the Client's location.
- 2.5 “**Complete System Outage**” shall mean the absolute unavailability of all of the Productsup Platform's components.
- 2.6 “**Corrective Action**” means either a final solution to the error or a temporary workaround or an action plan stating the steps that will be taken in order to solve the error within an estimated timeframe.
- 2.7 “**Incident**” shall mean a support event starting with a failure, a defect or the functional impairment of the Productsup Software or the Productsup Platform as reported to Productsup by Client (or via Reseller). As soon as Productsup's support team is informed about the support event by Client (or via Reseller) to Productsup's dedicated support email address, the support event becomes an Incident.
- 2.8 “**Initial Response Time**” means the time it takes Productsup to acknowledge the reporting of an Incident.
- 2.9 “**Local Office Hours**” shall mean times from between 9:00 am and 6:00 pm in EST or CET time zone, depending on the Client's location, on any Business Day.
- 2.10 “**Severity Level**” shall have the meaning set out in section 4 of this Annex 2.
- 2.11 “**Ongoing Response Time**” shall be the time interval in which updates on the recovery process are shared.

#### 3. Provision of Product and Account Support

- 3.1 Productsup support experts reactively answer Client submitted tickets about either a malfunction of the Productsup Software or questions on functionality, scope as well as configuration of the Productsup Software. In both cases, the Client is requested to give as many details as possible, such as links, concrete examples, or screenshots.
- 3.2 When communicating malfunctions of the Productsup Software to Productsup, the Client shall reasonably self-diagnose the impact and recommend, in good faith, an appropriate Severity Level designation. Productsup shall validate given Severity Level designation or notify Client of a change in the Severity Level designation to a higher or lower level, giving a reason for such change.

- 3.3 When communicating non-system issues (ascribed as Severity Level 4) to Productsup, these can be questions about platform functionality, scope or best practices in regard to specific setups. The Client will be provided with help articles, step by step explanations or roadmap outlooks in case functionalities are planned, but not available yet. If a desired functionality is not available or in the pipeline, the Client can issue a feature request.
- 3.4 Productsup responds to support issues based on Severity Levels (as defined below) during Local Office Hours.

#### 4. Processing times for Client Incidents

| Severity Level of Client Incident | Description   | SLA for Initial Response Time (IRT)   | SLA for Corrective Action | SLA for Ongoing Response Time (ORT)     |
|-----------------------------------|---|---------------------------------------|---------------------------|---|
| 1                                 | <p>An Incident is properly ascribed “Severity Level 1” if the Incident has very serious consequences for normal business transactions and urgent, business critical work cannot be performed. The Incident requires immediate processing because the malfunction can cause serious losses.</p> <p>This is generally caused by a Complete System Outage.</p>   | 6 hours (Local Office Hours)          | 1 Business Day            | Once every 3 hours (Local Office Hours) |
| 2                                 | <p>An Incident is properly ascribed “Severity Level 2” if normal business transactions are seriously affected and essential tasks cannot be performed. This is caused by malfunctions of central functions of the Productsup Software or other incorrect or inoperable functions in the Productsup Software that are required to perform essential transactions and/or tasks. The Incident requires immediate processing because the malfunction can seriously disrupt the entire productive business flow.</p> | 8 hours (Local Office Hours)          | 2 Business Days           | Once every 6 hours (Local Office Hours) |
| 3                                 | <p>An Incident is properly ascribed “Severity Level 3” if the Incident has few or no effects on normal business transactions. The problem is caused by incorrect or inoperable functions in the Productsup Software that are not required daily or are rarely used.</p>   | One Business Day (Local Office Hours) | n/a                       | Once every 5 Business Days              |

|   |  |                                       |     |     |
|---|--|---------------------------------------|-----|-----|
| 4 | An Issue is properly ascribed "Severity Level 4" if it is not affecting the functionality of the system. These can be product functionality questions, account configuration questions, or other account requests. | One Business Day (Local Office Hours) | n/a | n/a |
|---|--|---------------------------------------|-----|-----|

### **Annex 3**

#### **Productsup Data Backup Policy**

Productsup conducts the following backup actions for Client Data:

- Hourly incremental backups;
- Daily full backups;
- Backups are stored off-site (AWS 33);
- Daily automatic backup-restore tests to assess the reliability of the backup actions.