



Service Level Agreement

effective as of 03/01/2025

1. Subject Matter

- 1.1. The Service Level Agreement (hereinafter referred to as SLA) governs, as a framework agreement, the fundamental services and obligations between the licensee (hereinafter referred to as the Customer) and the licensor Peakboard GmbH, Stuttgart (hereinafter referred to as Peakboard) with regard to comprehensive maintenance and services for all Peakboard products acquired by a legal corporate entity (company).
- 1.2. The services of the SLA relate exclusively to the acquired products and licenses. The SLA is concluded by the Customer ordering a Peakboard license and acceptance by Peakboard by means of the issued SLA number.

2. Services and Service Times

The scope of services corresponds to the scope of the warranty as defined in the General Terms and Conditions of Peakboard during the term of the SLA. In addition, the following supplementary services are included:

2.1. Support & Services

The Customer receives support by submitting a ticket to support@peakboard.com. Peakboard guarantees a response within 24 hours on business days.

2.2. Software

Peakboard warrants that the current contract software runs error-free in accordance with the current documentation. This includes the elimination of errors in the software to be maintained and adaptation of the software to legal changes, delivery of improvements and enhancements to the functions contained in the licensed software resulting from the further development of the standard software, and delivery of new release updates or releases of the licensed software. For this purpose, Peakboard provides access to updates and upgrades of the contract software.

The term Updates refers to an improved version of the software or parts thereof (including bug fixes and patches) that replace existing and in particular defective functionalities of the contract software without constituting an enhancement.

The term Upgrade, on the other hand, refers to a new or improved version of the contract software or parts thereof that represents an extended functionality of the contract software. The operating system is not part of the contract software and therefore not part of the SLA.

2.3. Hardware

Peakboard guarantees free replacement of defective hardware during the term of the SLA. The replacement hardware corresponds to at least the same performance scope as the originally acquired hardware.

There is no entitlement to the latest hardware generation.

3. Warranty, Rights, and Obligations

- 3.1. The Customer may only use an SLA for software delivered by or originating from Peakboard for which they hold a valid license under exclusive or non-exclusive usage rights.
- 3.2. The SLA refers to the most recent release. Release updates shall be performed by the Customer unless otherwise agreed.
- 3.3. An SLA applies to software that is used on the intended systems with the intended operating software in accordance with the original provisions.
- 3.4. Peakboard is entitled to involve third parties in maintenance or to have maintenance performed by third parties. This applies in particular when subcontractors have participated in the implementation of the licensed software or when the Customer uses third-party software but the maintenance responsibility has been assumed by Peakboard pursuant to separate amendments to this agreement.
- 3.5. Peakboard warrants during the term of the SLA that the maintained software and its usage capabilities will be preserved. The warranty shall expire if the Customer has made its own modifications or unapproved additions to the licensed programs, if without the knowledge and/or consent of Peakboard the licenses have been transferred to other hardware or operating software, changes to hardware or software have been made, or changes to communication channels have been made, or if errors occur in the licensed software in connection with the introduction of new third-party applications or customer-owned applications. In such cases, Peakboard may charge for the remediation of defects independently of the SLA. If this is no longer possible, Peakboard may immediately exclude services under the SLA, whereby other due services and obligations for the term of the SLA shall remain unaffected. Any costs incurred, even if unsuccessful, may be charged by Peakboard in such cases. The Customer shall have no claim to the source code.
- 3.6. Peakboard undertakes to provide the services of the SLA within the agreed scope. Delays due to force majeure, such as strikes, operational disruptions, governmental regulations, or other causes and events not attributable to Peakboard, shall entitle Peakboard to postpone deadlines by the duration of the impediment plus a reasonable start-up period. In the event of delays attributable to Peakboard, Peakboard shall only be in default after the Customer has set a reasonable grace period in writing. If Peakboard is generally no longer able to provide the agreed SLA services, the Customer shall have the right to reasonably reduce the due SLA fee. Peakboard shall not be liable for any advance services rendered by the Customer. Any other compensation or claims by the Customer or third parties are excluded.
- 3.7. Peakboard, commissioned third parties, and all employees of these companies commit to strict confidentiality, including beyond the end of the contract term. No information, documents, or observations from or about the Customer shall be used in any form for their own purposes and shall under no circumstances be disclosed to third parties. Statements about services rendered or completed projects as references shall only be made with the express permission of the Customer.
- 3.8. Die User instructions and end-user training are offered separately by Peakboard and are not part of the SLA.
- 3.9. Peakboard is not responsible for customer-owned data. Any warranty by Peakboard for such data is excluded. If data needs to be modified by Peakboard, this is generally subject to a charge.
- 3.10. Reversible modifications and adjustments to the hardware by the contractual partner, e.g., attachment of an anti-theft device using adhesive, shall not affect the services and obligations of this SLA. Irreversible modifications, e.g., opening or deliberate alteration of the housing, shall void the hardware warranty.

- 3.11. In the event of a hardware replacement, unsolicited non-original components, e.g., a mounting bracket, will not be replaced, and Peakboard assumes no warranty for their preservation or return.
- 3.12. The prices for the SLA shall remain unchanged during the first year of the contract term. Peakboard reserves the right to increase the annual fee no more than once per year by a maximum of five percent (5%). Peakboard shall notify the Customer in writing of any price adjustment at least three months before the renewal date. Increases shall not apply to orders placed before the effective date of the increase.
- 3.13. The liability of Peakboard is, to the extent permitted by law, limited to the amount of the SLA fee paid in the respective contract year. This shall not apply in cases of intent or gross negligence, nor in cases of damages resulting from injury to life, body, or health.
- 3.14. To the extent that Peakboard receives or may receive access to personal data of the Customer in the course of service provision, the parties shall conclude a separate data processing agreement in accordance with Art. 28 GDPR. Peakboard undertakes to comply with all applicable data protection regulations.

4. Contract Duration

- 4.1. The SLA commences on the date of license acquisition. Excepted if the commencement of the SLA has been otherwise specified in writing in the offer by Peakboard.
- 4.2. The minimum term is one year and shall automatically renew for one year at a time unless the contract is terminated in writing at least 30 days before the end of the contract term.

5. Terms & Payment Conditions

- 5.1. The annual fee for the SLA is 20% of the license price of the products and licenses covered by the SLA. The applicable current price list shall prevail, unless otherwise agreed.
- 5.2. The fee for the SLA is payable one year in advance. Peakboard issues the invoice in advance; payment is due 30 days net after the invoice date, unless otherwise agreed.

6. Final Provisions

- 6.1. Amendments and supplements to this SLA shall require written form and signature by both contractual partners to be effective.
- 6.2. Should individual provisions of this SLA be or become invalid or unenforceable, or become invalid or unenforceable after conclusion of the contract, the validity of the SLA shall otherwise remain unaffected. The invalid or unenforceable provision shall be replaced by such valid and enforceable provision whose effects most closely approximate the economic objective pursued by the contractual partners with the invalid or unenforceable provision. The foregoing provisions shall apply accordingly in the event that the SLA contract proves to be incomplete.
- 6.3. The place of performance and jurisdiction shall be exclusively the competent courts in Stuttgart, Germany.
- 6.4. This contract shall be governed exclusively by German law.