// DataSpace

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Service Level Agreement

SLA

Effective Date: 01.07.2026

DataSpace AG · Winterthur, Switzerland

This Service Level Agreement (“SLA”) forms part of the contractual relationship between DataSpace AG (“Provider”) and the Customer and defines support services provided in connection with the Software.

1. Scope

This SLA applies to support and maintenance services provided by Provider for Software licensed under a valid Order Form and only to the extent such services, systems, infrastructure, software or components are operated or controlled by Provider.

Unless expressly agreed otherwise in an Order Form, this SLA sets service targets only and does not constitute a guarantee of system availability, uptime, performance, defect-free operation or resolution within any specific time.

2. Order of Precedence

In the event of conflict regarding support, maintenance or service levels, the following order of precedence applies:

- Order Form
- SLA
- General Terms and Conditions (GTC)

3. Support Channels

Support requests may be submitted only through the support channels designated by Provider from time to time:

- Email, if designated by Provider
- Any other support portal, ticketing system or channel designated by Provider

Customer shall provide sufficient information, access, logs, screenshots, error messages and cooperation reasonably requested by Provider to enable diagnosis and resolution of reported issues; response and resolution targets apply only once such information has been received.

4. Support Hours

Standard Support Hours apply on Business Days only:

Monday to Friday

08:00 - 17:00 CET/CEST

excluding official Swiss public holidays at Provider’s registered office.

Requests submitted outside Support Hours shall be deemed received at the beginning of the next Business Day; no monitoring, standby or response obligation applies outside Support Hours unless expressly agreed in an Order Form.

5. Incident Classification

Priority 1 - Critical

A complete outage of the Software in a production environment that prevents all material use of the Software and for which no reasonable workaround is available.

Examples include:

- Software unavailable for all users;
- confirmed critical security incident affecting the Software;
- complete failure of core functionality.

Priority 2 - High

Major functionality is unavailable or significantly impaired in a production environment and materially affects Customer’s business operations.

A workaround may exist, but its use is materially impractical.

Examples include:

- repeated build execution failures;
- significant performance degradation;
- major workflow disruption.

Priority 3 - Medium

Partial loss or impairment of functionality where the Software remains usable and a reasonable workaround exists.

Examples include:

- Individual feature malfunction
- Non-critical integration issues
- Reporting errors

Priority 4 - Low

General questions, cosmetic defects, documentation requests, configuration assistance or enhancement requests.

Examples include:

- UI inconsistencies
- Product questions
- Feature suggestions

Provider may reasonably reclassify incidents based on the actual impact, available information and any workaround.

6. Response Targets

Provider shall use commercially reasonable efforts to provide an initial response within the following non-binding targets, measured during Support Hours and from receipt of sufficient information under clause 2:

Priority	Initial Response Target
P1 Critical	6 Business Hours
P2 High	1 Business Day
P3 Medium	2 Business Days
P4 Low	5 Business Days

No guaranteed resolution times, availability commitments, service credits or penalties apply unless expressly agreed in an Order Form.

7. Maintenance and Updates

Provider may provide:

- bug fixes;
- patches;
- security updates;
- feature updates;
- product enhancements.

The timing, content, scope and availability of releases remain at the sole discretion of Provider.

Provider is not obligated to provide any specific release, update, enhancement or feature requested by Customer, and may discontinue, modify or replace functionality where this does not materially reduce the overall functionality of the Software.

8. Planned Maintenance

Provider may perform planned maintenance from time to time to maintain, improve or secure the Software or hosted environments.

Where reasonably practicable, Provider will provide advance notice and may schedule maintenance during or outside Support Hours.

Planned maintenance may temporarily affect availability, performance or access and shall not count as a breach of this SLA.

9. Emergency Maintenance

Provider may perform emergency maintenance at any time, with or without prior notice, where it reasonably considers this necessary to:

- address security vulnerabilities;
- prevent data loss;
- preserve or restore system integrity, availability or performance;
- mitigate security, legal, operational or reputational risks.

Provider will use reasonable efforts to inform Customer after emergency maintenance where practicable. Any resulting interruption, degradation or restriction of access shall not constitute a breach of this SLA.

10. Customer Responsibilities

Customer shall, at its own cost:

- designate competent contact person with sufficient technical knowledge and authority;
- provide accurate, complete and timely technical information, access and cooperation reasonably requested by Provider;
- cooperate with troubleshooting, testing and implementation of workarounds or fixes;
- maintain current supported software versions, patches and configurations where applicable;
- maintain appropriate backups and disaster recovery procedures.

For self-hosted deployments, Customer remains solely responsible for operating, maintaining and securing its environment, including:

- infrastructure;
- networking;
- operating systems;
- databases;
- backup procedures;
- disaster recovery;
- infrastructure security and access controls.

Provider is not responsible for delays, failures or issues caused by Customer’s failure to meet these responsibilities, and related response targets are suspended for as long as such failure continues.

11. Exclusions

This SLA does not apply to issues, delays, degradations or failures caused by or attributable to:

- Customer or third-party infrastructure, networks, internet service providers, cloud providers, operating systems, databases, software or services;
- open-source components, third-party components or integrations not operated or maintained by Provider;
- Customer-developed code, transformations, scripts, integrations, prompts, datasets, configurations or other Customer content;

- misuse, unauthorised use, non-compliant use, modifications or use outside the applicable documentation, Order Form or agreement;
- Customer’s failure to provide required cooperation, access, information, supported versions, patches, backups or security measures;
- planned maintenance, emergency maintenance or measures taken to protect security, integrity or availability;
- force majeure events or circumstances beyond Provider’s reasonable control.

Provider is not responsible for excluded matters, and any related response targets are suspended for as long as the relevant exclusion applies.

12. Hosted Environments

Where Provider provides managed hosting, Provider shall use commercially reasonable efforts to operate and maintain the hosted environment.

Unless expressly agreed otherwise in an Order Form, no uptime commitment, backup obligation, disaster recovery commitment, service credit, penalty or other remedy applies.

Provider is not responsible for hosted-environment issues caused by Customer content, configurations, usage, third-party services or circumstances beyond Provider’s reasonable control.

13. Suspension and Security Measures

Provider may suspend or restrict support, access or services, in whole or in part, where Customer is in payment default, materially breaches the agreement, fails to cooperate, uses the Software in breach of the agreement or creates security, legal, operational or reputational risks.

Provider may take any reasonable technical or organizational measures it considers necessary to protect the Software, hosted environments, Provider, Customer or third parties. Any resulting interruption, degradation or restriction shall not constitute a breach of this SLA or give rise to service credits, penalties or other remedies.

14. Changes to SLA

Provider may update this SLA from time to time, including to reflect operational, technical, security, legal or product-related changes.

Material changes that materially reduce Customer’s rights under this SLA shall not become effective for existing subscriptions until the next renewal term, unless required by law, necessary for security, integrity or availability reasons, or not materially adverse to Customer.