

## Basic Service Level Agreement (Basic-SLA)

between

**MICROSENS GmbH & Co. KG**, a company incorporated under German law with its registered office at Küferstr. 16, 59067 Hamm, Germany

(hereinafter referred to as "**Service Provider**"),

and

**[Company Name]**, with its registered address: **[Company Address]**

(hereinafter referred to as "**Customer**"),

(hereinafter, **MICROSENS** and the **Customer** are also referred to individually as "**Party**" and together as "**Parties**")

**SLA Number: SENT via Email**

### Scope of Services

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1. During the term of this Agreement, the Service Provider shall perform and provide the following services (hereinafter referred to as "**Services**"):
  - a. Annual training for MICROSENS NMP software (free of charge)  
The service provider trains the customer in the basics of using the central management solution (NMP). The training is carried out remotely via the TeamViewer platform.
  - b. Analysing your switch configuration for the first commissioning (free of charge)  
The service provider supports the customer with his network specialists to jointly analyse the MICROSENS switch configuration in the first commissioning phase and adapt it to specific requirements. The analysis is carried out as a remote session.
  - c. Interoperability (free of charge)  
The customer receives support from the service provider in the event of interoperability problems with other manufacturers in the first commissioning phase. Execution takes place as a remote session.
  - d. Remote Support (10 hours free of charge)  
This Service Agreement entitles the Customer to 10 (ten) hours of free manufacturer support from the Service Provider by email, telephone or remotely.
  - e. Final review (Free of charge)  
Approximately one month before the end of the contract period, the service provider provides a final review of the customer installation. The Final Review is carried out remotely.

### Service Process

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2. In order to receive one of the services from the scope listed above, Customer shall request a service through Service Provider's following Support Portal:  
<https://microsens.atlassian.net/servicedesk/customer/portals>
  - I. Upon receiving the service request, the Service Provider will process the service according to this Basic-SLA.
  - II. Immediately after receiving the service, the Customer receives a „service report“, through the Support Portal stating the content of the services performed and the remaining amount of free service hours. If Customer does not contradict this "service report" within 5 working days, it is considered as accepted.
  - III. As soon as the free service hours are used up, Service Provider will inform Customer

about the status and will ask for written confirmation of further services to be charged at hourly rates or offer further Service Packages as defined in Annex 1. Service Provider will invoice any services to be charged for each month.

## Duration

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3. This Agreement commences on the Effective Date and remains in effect for a period of 12 months from xx.xx.xxxx. It will automatically renew for an additional 12-month period unless terminated by either the Client or the Service Provider with a notice period of at least three (3) months prior to the end of the current term.
  - I. Any purchased service packages, as outlined in Annex 1, shall remain valid beyond the expiration of the initial or renewed service term.
  - II. Any unused hours from the complimentary 10 service hours provided each service year will expire at the end of that respective year. A new allocation of 10 complimentary service hours will be made available at the start of each subsequent service year.
  - III. New Service Level Agreements (SLA) may be concluded through the Support Portal: <https://microsens.atlassian.net/servicedesk/customer/portal/42/group/101/create/163>

## Termination

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4. This Agreement will automatically renew for an additional one-year period unless terminated in accordance with the following provisions:
  - I. Either party may terminate the Agreement by providing a written notice at least three (3) months prior to the end of the current term.
  - II. Any termination notice from one party to the other must be delivered in writing to the relevant address. The receiving party shall acknowledge receipt either by signing the notification or confirming the receipt in writing.

## Invoicing and Payment

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5. Payment shall be exclusively done by bank transfer.
  - I. The currency of all contracts resulting from this Basic-SLA is Euro.
  - II. All prices indicated in Annex 1 are net prices, excluding the applicable value-added tax.
  - III. Payments are due within fourteen (14) days after our invoice date.

## Applicable law, Dispute resolution, Court of Jurisdiction

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6. This Framework Agreement, including all annexes and its execution, as well as all claims and rights that result from or in conjunction with this Framework Agreement, are exclusively subject to German law and must be interpreted and asserted in accordance with German law. The application of international private law and the United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded.
  - I. With regard to the cooperative partnership agreed between them the Parties shall attempt to settle any disputes that arise in connection with this Framework Agreement or with the single orders amicably and internally within projects. For this purpose, all differences of opinion that occur shall be resolved in accordance with the following escalation procedure:
    - a. Dispute resolution at working level:  
The Parties shall always initially discuss differences of opinion at working level between the points of contact responsible for the agreements as the first instance and attempt to find a solution amicably. If it is not possible to find an agreement at working level, each Party must summarise the conflict with detailed documentation and escalate it to the management of the SERVICE PROVIDER and the CUSTOMER after fifteen days.

b. Dispute resolution at management level:

If a difference of opinion is escalated to the level of the management, the corresponding managers of the Parties shall commence negotiations without delay with the aim of reaching an amicable solution between the Parties. If they do not succeed in bringing about an amicable clarification within thirty days from receipt of the summary of the conflict of the Service Provider and Client by the management of the Parties, each party may declare the internal dispute resolution process to have failed.

- c. A recourse to legal action is only permissible if the internal dispute resolution procedure pursuant to the preceding regulations in a) and b) has failed.

## **Limitation of Liability**

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7. The SERVICE PROVIDER is liable to the CUSTOMER for damage caused by intent or gross negligence. SERVICE PROVIDER is not liable for indirect damage and consequential damage, in particular, not for loss of profit, interruption in production and/or interruption of operations at the CUSTOMER or its customers. Mandatory statutory claims of the principal are not affected hereby; this applies, above all, to claims due to harm done to a person's life, body or health.

- I. Where the damage is due to the culpable breach of a material contractual duty or to the breach of a duty the discharge of which allows the proper performance of the agreement in the first place and on the fulfilment of which the CUSTOMER can regularly rely and if the SERVICE PROVIDER is responsible for such breach of duty, the SERVICE PROVIDER will be liable in accordance with the statutory provisions. In the event of simple negligence, however, liability shall be limited to foreseeable and typical damage. The SERVICE PROVIDER shall not be held liable to a third party for any damages caused in the exercise of respective duties under this Framework Agreement.

## **Entire Agreement**

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8. This Agreement contains the entire agreement and understanding between the parties with respect to its subject matter and supersedes all prior agreements, understandings, inducements and conditions, express or implied, oral or written, of any kind with respect to its subject matter. The express provisions of the Agreement shall prevail over any other performance and/or usage inconsistent with the provisions of the Agreement.

## Annex 1: Service Price List

The table lists the support- and consulting-services offered by MICROSENS in German and English language and their applicable prices. These Prices apply for all requested services, which are not included in this contract. All prices are based on services performed on working days (Mon-Fri) between 08:00 a.m. and 04:00 p.m. (local German time) in Germany, North Rhine Westphalia. Different working hours shall be agreed individually between the Service Provider and Customer.

Nr.	Description	Service/Example	Price
1	Remote Technical Support	Telephone/Online technical support	75 € / 30 minutes
2	Remote Troubleshooting	Performing tests in MICROSENS' laboratory for every 30 minutes	75 € / 30 minutes
3	Technical Consulting		75 € / 30 minutes
4	Extension Package	10 hours	1200 €
5	On-Site	On-site-support	1200 € / day
		Support time commences upon departure for on-site assistance. Additional charges for traffic costs.	Depending on location, time and type: <ul style="list-style-type: none"> <li>• by car: 0,60 € / km</li> <li>• by other: Travel tickets will be passed on</li> </ul>
6	Further and Out-of-Pocket Expenses	Hotel costs, other expenses	will be passed on without any additional surcharge

Prices do not include the applicable value-added tax.

### DISCLAIMER:

This document outlines the terms and conditions of the Service Level Agreement and is not a personalized contract. A digitally authenticated personalized contract will be sent to you via email.