

Availability description

This Availability Description applies for *Platform* of following *Service Providers*:

- Transporeon GmbH, Heidenheimer Straße 55/1, 89075 Ulm, Germany
- Transporeon Group Americas Inc., 500 Office Center Drive, Suite 400, Fort Washington, Pennsylvania 19034, USA
- Transporeon Group Asia Pacific Pte. Ltd., 3 Harbourfront Place, #13-02 HarbourFront Tower Two, Singapore 099254, Singapore
- ТОВ «Транспореон», 03022, Україна, місто Київ, вулиця Чучупаків Братів, будинок, 9 літера Б

hereinafter collectively or individually, as the context and region require, “*Service Provider*”

1. Availability

1.1. Availability of Platform

The monthly availability of *Platform* is 99.0 %.

1.2. Upgrade-cycle

Customers will automatically receive all updates including new features, improvements, and bug fixes without additional charge.

2. Availability of external providers’ services

Service Provider offers the following monthly availability with regard to use of services supplied by external providers:

- Map services within Tracking & Visibility Services: 97.5 %

3. Calculation of Platform availability, troubleshooting

- (a) Availability is generally calculated based on how long the module or the function was unavailable over agreed period. *Service Provider* measures availability in the following way: establishing a network connection to the different components of *Platform* via https from several points removed from *Platform* location (offices in Germany and Poland), documenting the result and the access times.
- (b) The availability is calculated less the maintenance window, that generally takes place on:
 - Sundays between 18:00 and 22:00 (CET) (it varies according to service used, please check <https://transporeon.statuspage.io/> for current data)
- (c) An emergency maintenance window is a maintenance window initiated to resolve the non-availability.
- (d) The term “*Event*” is defined in line with the Information Technology Infrastructure Library (ITIL) Standards. *Events* are classified into 4 categories depending on level of their urgency; see 3. (Event Levels). *Events* are changes of state that have significance for the management of an IT service or other configuration item. By nature, they are noticeable by multiple customers.
- (e) Level 1 *Event* according to Table 1: Event Levels constitutes the non-availability. The non-availability of *Platform* is handled after its detection.
- (f) *Events* from level 2 to 4 constitute the limited availability. The limited availability of *Platform* is handled within support times of *Platform* and does not trigger the calculation of *Platform* availability. Support requests (e.g. <https://www.transporeon.com/en/support>) do not belong to any of the above-mentioned *Events*, as they do not represent a technical function/module of *Platform*.
- (g) If *Customer* reports an issue, which is qualified initially as an *Event*, but which after analysis points to an issue with *Customer’s* own infrastructure and/or third-party vendors of services, *Service Provider* has no liability. *Service Provider* will point to *Customer* the perceived root cause from *Service Provider’s* side, but it is *Customer’s* responsibility to take additional steps toward the mitigation and resolution of the issue, whether alone or with *Customer’s* third-party providers.

Table 1: Event Levels

EVENT	EVENT DESCRIPTION	TROUBLESHOOTING
Level 1	<ol style="list-style-type: none"> 1. A critical module (e.g. Transport Assignment “Best Carrier”, Transport Assignment “Autonomous Procurement”, Transport Assignment “No-Touch Order”, Time Slot Management, Rate Management, Billing) is not available and/or 2. data are lost. 	A Level 1 event has the highest priority and requires immediate attention and resolution. <i>Service Provider</i> will work on such an event until a solution or workaround is found.
Level 2	<ol style="list-style-type: none"> 1. A non-critical module (e.g. Time Slot Management for Retailers, Reporting or Freight Procurement) is not available, 2. a critical module is severely impaired, 3. a large number of <i>Users</i> are affected and/or 4. the response times of <i>Platform</i> are poor. 	A Level 2 event requires immediate attention and resolution. <i>Service Provider</i> will work on such an event until a solution or workaround is found.
Level 3	<ol style="list-style-type: none"> 1. A non-critical function (e.g. search function in Transporeon-Web) is not available or impaired and/or 2. a small number of <i>Users</i> are affected. 	
Level 4	<ol style="list-style-type: none"> 1. The event has no significant impact on the use of <i>Platform</i> and/or 2. there is a workaround. 	

*All stated time data are only applicable during specified support times of respective entity as a *Service Provider*, which is your contractual party, see 4. (Support times of Platform).

The aforementioned provisions shall not apply if the cause of the *Event* is not attributable to *Service Provider*, including but not limited to instances where the issue arises from *Customer's* end, such as lack of internet access, interface malfunctions in *Customer's* internal systems, network interruptions, incorrect configuration of *Customer* equipment, unauthorized modifications to systems, software or hardware malfunctions, power outages, failures in *Customer's* security measures, or any third-party services, applications, or infrastructure relied upon by *Customer*.

(h) Availability is calculated as follows:
 $V = 1 - (NVH/GH)$

Legend:

- V** = Availability in percent
- NVH** = Total amount of non-availability (without limited availability) less the scheduled standard maintenance window and emergency maintenance window, which is beyond the responsibility of *Service Provider* according to 5.2. (Failure to achieve the availability of Platform), measured in hours
- GH** = Total amount of availability during the reporting period, measured in hours

Example calculation:

A critical module fails for 1 hour. This failure occurs outside the standard maintenance window and not during an emergency maintenance window, which is beyond the responsibility of *Service Provider*. The reporting period covers 720 hours. This results in the following availability:

$V = 1 - (1/720) = 99.86 \%$

4. Support times of Platform

4.1. Support times of Transporeon GmbH

Transporeon GmbH provides support Mondays to Fridays from 07:30 to 18:00 (CET). On 24th and 31st December, support is provided from 07:30 to 12:00 noon (CET). There is no support if the 24th or 31st December fall on a Saturday or Sunday. Nor is there any support on the following German public holidays: 1st January, Good Friday, Easter Monday, 1st May, as well as 25th and 26th December.

4.2. Support times of Transporeon Group Americas Inc.

Transporeon Group Americas Inc. provides support Mondays to Fridays from 08:00 to 18:00 (EST). There is no support on the following holidays in the USA: New Year's Day, Martin Luther King Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Day after Thanksgiving (Friday), Christmas Eve and Christmas Day.

4.3. Support times of Transporeon Group Asia Pacific Pte. Ltd.

Transporeon Group Asia Pacific Pte. Ltd. provides support Mondays to Fridays from 08:30 to 17:30 (SGT). On 24th and 31st December, support is provided from 08:30 to 12:00 (SGT). There is no support if the 24th or 31st December falls on a Saturday or Sunday. Nor is there any support on the following Singapore public holidays: 1st January (New Year's Day), Chinese New Year, Good Friday, 1st May (Labor Day), Vesak Day, Hari Raya Puasa, 9th August (National Day), Hari Raya Haji, Deepavali and 25th December (Christmas Day).

4.4. Support times of TOB «Транспореон»

TOB «Транспореон» provides support Mondays to Fridays from 07:30 to 18:00 (CET). On 24th and 31st December, support is provided from 07:30 to 12:00 noon (CET). There is no support if the 24th or 31st December fall on a Saturday or Sunday. Nor is there any support on the following German public holidays: 1st January, Good Friday, Easter Monday, 1st May, as well as 25th and 26th December.

4.5. Response procedure

- (a) If an *Event* is general, affecting more customers, then it is recognized by *Service Provider*, and a notification is transmitted via the status page transporeon.statuspage.io.
- (b) *Customer's* responsibility is to subscribe to this page in order to receive such an information automatically. Such information is provided in real-time and is deemed as a first response.
- (c) If an *Event* is recognized and reported by *Customer*:

The first response is from *Service Provider* and can be formulated as described below:

- An answer by phone
- A written reply, confirming that we acknowledge receipt of the request and are working on it, telling *Customer* who is the person responsible for working on the task and how they can contribute to the task.

The first response, whether by telephone or in writing, is applicable during support time mentioned for specific regions under 4. (**Support times of Platform**). Such a response will be provided immediately after the request has been created, and within one hour at the latest. If the request is raised outside the opening hours of the region in which it is made and needs to be resolved, it will be dealt with as a priority on the next working day.

5. Information on availability of Platform

- (a) *Service Provider* will send *Customer* a standard report on the availability of *Platform* for the previous calendar month upon request.
- (b) If expressly agreed by *Parties* in any Statement of Work, *Service Provider* will provide *Customer* with an extended availability report, which contains the availability of *Platform* for the previous calendar month, any occurred Level 1 and 2 incidents according to 3. (Event Levels) above.

5.1. Customer cooperation obligations

- (a) With regard to providing *Services*, *Service Provider* is dependent on *Customer* fulfilling its cooperation obligations.
- (b) *Customer* shall notify *Service Provider* immediately in the event of non-availability, providing all the details that *Service Provider* needs to reproduce the error and to identify and rectify the causes of the non-availability.
- (c) Any notification of the non-availability will be subject to prior verification by *Customer* of whether there is fault on the part of *Customer* for the non-availability (e.g. missing Internet connection etc.).
- (d) If this does not happen at all or not within the specified period, *Service Provider* is released wholly or partially from its performance obligation, until *Customer* has fulfilled its obligations.
- (e) *Service Provider* reserves the right to seek further legal recourse.

5.2. Failure to achieve the availability of Platform

- (a) If *Service Provider* fails to achieve the availability of *Platform* according to 1.1. (**Availability of Platform**), *Customer* is entitled to a corresponding pro-rata reduction in the paid fee for the affected *Services*. *Service Provider* will calculate the reduced amount at *Customer's* request and communicate this to *Customer*. No credit is applicable in the case of unrelated level 1 and 2 requests or day-to-day operational requests. *Customer* is aware that *Service Provider* recommends the use of the support portal to formulate a request and that e-mail requests do not have priority.
- (b) Response to *Events* is transmitted via the Transporeon status page at <https://transporeon.statuspage.io/>. *Customer* needs to subscribe to the status page to receive real-time notifications and updates about *Event* identification, analysis, mitigation, and resolution.
- (c) Any further claims, especially to compensation, only exist to the extent as provided for in clause "Liability" of the main agreement.
- (d) If the causes of non-availability are beyond *Service Provider's* responsibility, *Service Provider* is released from its performance obligation. In particular, *Service Provider* is not responsible for restrictions in availability due to power blackouts or network outages beyond *Service Provider's* influence and control, outages due to force majeure or outages caused by *Customer*.