

## SLA OpCon Cloud

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### OpCon Cloud Service

- Monthly service level availability

**OpCon Cloud System - Uptime Rate = 99.9%**

In the event of a "System Availability" service interruption for a period of one calendar month of less than 99.9% and the cause of which is proven to be attributable to Ntico and that it occurs again the following month or occurs over three non-consecutive months in a calendar year, the Client will obtain a credit on its annual subscription of:

Monthly Uptime Percentage	CREDIT DEPARTMENT *
<99.9%	10% of the monthly fee
<99%	25% of the monthly fee
<95%	100% of the monthly fee

**"Available ":** means that the Company's hosting infrastructure, applications, databases, systems, software and data transmission are fully operational and capable of executing programs or tasks and transmitting Client data accurately.

**"Monthly Fee" :** Equals one-twelfth of the annual amount charged for the OpCon Cloud System.

**"System Availability ":** means the percentage of the total time during which the Services are available to the Client. System availability applies to unscheduled maintenance but expressly excludes Ntico's standard maintenance windows.

\*All credits or refunds will be paid by Ntico to the Client in the form of an invoice credit. If the issuance of a credit note is not possible (e.g. e.g. in the event of termination of the Agreement), credits or refunds will be invoiced by the Client to NTICO.