



Service Level Agreement for Cloud Services

All terms in initial capitals not defined in this document shall have the same meaning as in the Agreement (as such term is defined in the Order Form).

1. Definitions

“Core Components” means the functionalities described in paragraph 3.1(i)(a), (b) and (c), below.

“Core Hours” means hours that are not in the Maintenance Window.

“Maintenance Window” means the time from Friday 8pm to Sunday 4pm, Pacific Time.

“Planned Maintenance” means known, scheduled maintenance requiring downtime.

“Supplier-Side Services” means the web platform, including web portal functionality, web-based applications, and the Cloud Services that Taulia makes available to the Customer’s Business Partners.

2. Planned Maintenance

Taulia will provide Customer at least forty-eight (48) hours’ notice of Planned Maintenance at the contact email address(es) provided by Customer in the Cloud Services. Planned Maintenance will be carried out during the Maintenance Window.

3. Service Availability Level

3.1. The Cloud Services shall be considered to be available if, during Core Hours: (i) the Supplier-Side Services allows each Business Partner to log onto the Supplier-Side Services and (a) access the status of invoices and payments, (b) upload invoice files to be transmitted to the Customer (where eInvoicing has been purchased by the Customer), and (c) request earlier payment on approved invoices (where Dynamic Discounting or SCF+ have been purchased by the Customer); and (ii) the Taulia Platform responds to calls from Customer’s SAP Connected ERP System(s) or accepts and provides file transfers from Customer’s non-SAP Connected System(s) for data transfers as scheduled by you.

3.2. Taulia warrants that, following the first full calendar month after production start of the Cloud Services, the Core Components will be available at least 99% of the time during Core Hours as measured during each calendar month (“Service Availability Level”), excluding the following (collectively, “Excused Down Time”): (i) scheduled down time to perform maintenance or support services with respect to any applicable software or hardware during Core Hours; or (ii) down time due to any other factors beyond Taulia’s reasonable control, including downtime of Customer’s Connected System or relevant infrastructure. Taulia will be in breach of the foregoing warranty only if the Core Components fail to achieve the Service Availability Level, as measured over the period of a calendar month, in accordance with the following formula:

$$[(\text{Core Hours} - \text{Excused Down Time} - \text{Non-Excused Down Time}) \div (\text{Core Hours} - \text{Excused Down Time})] \times 100$$

Note: “Non-Excused Down Time” is any down time during Core Hours that is not Excused Down Time.

3.3. Taulia warrants the consistent availability of the Core Components via an Internet connection at the Service Availability Level, however, Taulia does not warrant that the operation of, or access to, the Cloud Services will be uninterrupted, bug free, or delivered at a particular speed.

4. Notification of Down Time

In the unlikely event of down time during Core Hours, Taulia will provide status of the platform at <http://status.taulia.com> and deploy all available resources to cure the failure that led to such down time.

5. Service Credits Regime for failure to meet Service Level Targets

For each percentage point that actual availability was below the Service Availability Level as a result of a breach of paragraph 3.2, Customer may claim a credit in the amount of 2% of total fees due for the affected month or months (the “SL Credit”). If claimed, these would apply against the next monthly invoice or the next annual license fee (whichever is applicable) after acceptance of the claim. The total amount of the SL Credits in relation to any failure to achieve the Service Availability Level in a calendar year shall not in the aggregate exceed 20% of maximum of the amounts paid to Taulia during such calendar year.