

## Service Level Agreement for Cloud Use (SLA) IPEcloud2

of IPETRONIK GmbH & Co. KG (Service Provider)

### General

IPETRONIK GmbH & Co. KG is a globally leading company in the fields of mobile measurement technology, DAQ software, engineering services, and test bench technology for the automotive industry. Our mission is to make future mobility safer, more sustainable, and more efficient through precise data acquisition. By uniquely linking our strategic business areas, we set new standards in the market.

OEMs and Tier-1 suppliers worldwide appreciate the high quality, reliability, and precision of our products and services. As a competent partner, we support our customers in successfully implementing demanding research, development, and testing projects – both in the automotive industry and in other industrial sectors.

Our innovative hardware and software solutions as well as our test bench technology are developed and manufactured in Germany. A global sales network and wholly owned subsidiaries, including locations in India and North America, ensure optimal local support.

## 1. Scope of Services

### 1.1. IPEcloud2 Hosting Services Provided:

- The service provider delivers cloud hosting services exclusively for IPEcloud2.
- Managed cloud services, backups, monitoring, and security services.
- Optional services such as load balancing, CDN, and database hosting.

### 1.2. Exclusions:

The service provider is not responsible for:

- Third-party software or services integrated into the cloud infrastructure.
- Hardware or software provided by the customer.
- Issues caused by misuse or non-compliance with recommended procedures by the customer.
- The proper configuration and operation of data loggers deployed on the customer side.

### 1.3. Infrastructure and Subcontractors

IPEcloud2 is operated on the cloud infrastructure of an external hosting provider (e.g., DigitalOcean LLC). Data processing takes place exclusively in data centers within the European Union, currently located in Frankfurt am Main, Germany.

IPETRONIK remains the sole contractual partner of the customer and is responsible for providing the contractually agreed services. The use of subcontractors does not release IPETRONIK from its contractual obligations.

## 2. Service Availability

### 2.1. Availability Guarantee:

- The service provider guarantees an availability of 99.9% per calendar month for IPEcloud2 services.
- Availability of the client UI (URL: IPE Cloud Status) is measured as the percentage of time the cloud services are available, excluding scheduled maintenance (as defined below).

### 2.2. Scheduled Maintenance:

- Scheduled maintenance takes place between 2:00 a.m. and 6:00 a.m. CET/CEST or on weekends.
- Maintenance periods are not considered downtime under this SLA.

### 2.3. Definition of Downtime:

- “Downtime” refers to the period during which the service is unavailable due to fault attributable to the service provider. This includes server outages or other failures within the service provider’s sphere of control.
- External network outages are excluded from this regulation (see Section 9).

## 3. Support and Response Times

### 3.1. Support Hours:

Service Availability, Response Time, and Costs

	Starter	Premium
Response / Service availability	Within 1–3 business days	Within 8 hours (Mon–Fri), excluding public holidays listed below
Price	€0 / included in cloud costs	10% of the annual IPEcloud2 license costs; minimum €990 per year

- Normal business hours: [CET/CEST, Monday to Friday from 2:00 a.m. to 9:00 p.m.].
- No emergency support is available outside normal business hours.
- Public holidays are those listed in Annex 1.

## 4. Performance and Monitoring

### 4.1. Performance Metrics:

- CPU Utilization: The service provider monitors and maintains CPU usage at an optimal level.
- Memory and Storage: The service provider ensures sufficient resources are available to meet customer requirements. Performance is adjusted as needed to allow scaling.

### 4.2. Monitoring:

- The service provider monitors the cloud infrastructure during the business hours specified above to ensure system performance and health.

## 5. Penalties and Service Credits

### 5.1. Service Credits for Downtime:

- If the service provider fails to meet the availability guarantee (99.9%) in a given month, the customer is entitled to service credits as follows:

Availability Level	Service Credit Percentage (Premium)
99.9% – 99.0%	5% of the monthly IPEcloud2 service fee
99.0% – 95.0%	10% of the monthly IPEcloud2 service fee
Below 95%	50% of the monthly IPEcloud2 service fee

No service credits are granted under the Starter package.

### 5.2. Claiming Service Credits:

- Service credits are applied to the next billing cycle provided the customer submits a written claim within 30 days of the downtime occurrence.
- Service credits constitute the sole compensation for downtime.

## 6. Responsibilities of the Parties

### 6.1. Responsibilities of the Service Provider:

- Ensuring that IPEcloud2 hosting services meet the agreed service levels.
- Providing timely support for technical issues and service requests.
- Performing required maintenance and updates as part of the service.

## 6.2. Responsibilities of the Customer:

- Ensuring all configurations and usage comply with the service's terms of use.
- Ensuring compliance with security best practices (e.g., password management, network security) on customer-owned software and hardware.
- Providing the necessary access and cooperation to enable troubleshooting by the service provider.

## 7. Escalation Procedure

In the event of unresolved issues or disputes, the following escalation procedure shall apply:

- Level 1: Contact the support team at [support@ipetronik.com](mailto:support@ipetronik.com)  
Premium customers: [sla@ipetronik.com](mailto:sla@ipetronik.com)
- Level 2: Contact the escalation manager at [fd@ipetronik.com](mailto:fd@ipetronik.com)
- Level 3: Contact [sales@ipetronik.com](mailto:sales@ipetronik.com) for service credits under the Premium package

## 8. Term and Termination

### 8.1. Term:

- This Service Level Agreement (SLA) applies for the duration of the respective contractual relationship established by the order confirmation between IPETRONIK GmbH & Co. KG and the customer.

### Provisions After License Expiry

#### Stage 1: Immediately after license expiry (0–30 days)

- After license expiration, use of the service remains possible in a restricted form for up to 30 calendar days.

#### Stage 2: 30 days after license expiry

- After 30 calendar days from license expiration, the following restrictions apply:
  - The logger no longer transmits data to IPEcloud2.
  - The logger is no longer displayed in the dashboard.
  - Previously uploaded data remains available and can be accessed via “Browse MEAs”.

#### Stage 3: 90 days after license expiry

- After 90 calendar days from license expiration, provided all licenses of all associated loggers have expired, the organization, all associated loggers, all stored data, and all access credentials will be permanently and irrevocably deleted.
- Restoration of data or access is excluded after this point.

## 9. Force Majeure

Neither party shall be liable for failure to perform its obligations if such failure is caused by events beyond reasonable control, including but not limited to natural disasters, war, strikes, or major network outages outside the parties' sphere of influence.

## 10. Severability Clause

Should one or more provisions of this agreement be or become wholly or partially invalid, the validity of the remaining provisions shall not be affected. The invalid provision shall be replaced by a valid one that most closely reflects the original economic intent.

## Version History

Version: 1.2

Valid from: May 1<sup>st</sup>. 2026

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## Annex 1 to Section 3.1

“Public Holidays” for the Service Level Agreement for Cloud Use (SLA) IPEcloud2

### Germany

- New Year’s Day (01 January)
- Epiphany (06 January)
- Labour Day (01 May)
- German Unity Day (03 October)
- All Saints’ Day (01 November)
- Christmas Day (25 December)
- Boxing Day (26 December)
- Good Friday – Friday before Easter
- Easter Monday – Monday after Easter
- Ascension Day – 40 days after Easter (Thursday)
- Whit Monday – 50 days after Easter
- Corpus Christi – 60 days after Easter (Thursday)

### India

- Good Friday (Friday before Christian Easter)
- May Day (01 May)
- Ganesh Chaturthi (floating holiday)
- Gandhi Jayanti (02 October)
- Vijayadashami (floating holiday)
- Diwali (floating holiday)
- Christmas Day (25 December)
- New Year (01 January)
- Makar Sankranti / Pongal (14 January)
- Republic Day (26 January)
- Tamil New Year (14 April)
- Onam (floating holiday)
- Holi Festival (floating holiday)

## USA

- New Year's Day (01 January)
- Good Friday (Friday before Easter)
- Memorial Day (last Monday in May)
- Independence Day (04 July)
- Labor Day (first Monday in September)
- Thanksgiving Day (fourth Thursday in November)
- Day after Thanksgiving
- Christmas Day (25 December)
- New Year's Eve (31 December)