

SCHEDULE 2 – SERVICE LEVEL AGREEMENT — Version 2.4 (effective 2026-05-20)

1 SCOPE

- 1.1 This Service Level Agreement specifies the SaaS Solution owed by Turbit under the Agreement.
- 1.2 All performance specifications in this Service Level Agreement refer to the quality owed by Turbit of the SaaS Solution offered to the Customer for use at the Transfer Point in accordance with the Agreement. Impairments in the area of data transmission from Transfer Point to the Customer and/or in the area of the Devices itself shall not be taken into account.

2 AVAILABILITY

- 2.1 Turbit warrants an availability of 99.0 % on a monthly average; whereby the first period begins with the conclusion of the Agreement. Availability shall be deemed to be fulfilled if the Available Operating Time does not fall below this value on a monthly average. Availability is measured for the entire SaaS Service and calculated as follows:

$$\frac{\text{Available Operating Time} \times 99.0 \%}{\text{Agreed Operating Time}}$$

- 2.2 "**Agreed Operating Time**" means weekdays from 8:00 a.m. to 6:00 p.m. (Monday through Friday) and Saturdays from 8:00 a.m. to 1:00 p.m., excluding federal holidays in Germany and holidays in Berlin. Usually, the SaaS Service is also available outside the Agreed Operating Time, but there is no claim to this. Customer is entitled to use the SaaS Solution also outside the Agreed Operating Time.
- 2.3 "**Available Operating Time**" means the Agreed Operating Time less the time between the time Customer properly notifies Turbit that a Class A and/or B Fault exists (assuming a Class A and/or B Fault actually exists) and the time the reported Class A and/or B Fault are corrected. If operations cannot be maintained or can only be maintained on a significantly limited basis due to any of the following events, this will not be deducted from the Available Operating Time:
- 2.3.1 downtimes due to Virus or hacker attacks, insofar as Turbit has taken the agreed protective measures or, in the absence of an agreement, the usual protective measures;
- 2.3.2 downtimes due to causes for which the Customer is responsible; in particular due to specifications of the customer, unavailability of the customer's equipment (e.g. customer's IT environment), failure of the Customer to cooperate, blocking of console or remote access caused by the Customer; software errors in customer applications or due to errors triggered by Customer applications or data;
- 2.3.3 downtimes caused by third parties (persons not attributable to Turbit) or external disruptions (e.g. force majeure, unforeseeable hardware failures, power failures, disruptions in public data networks, strikes, natural events, etc.); and

2.3.4 downtimes due to maintenance work agreed with the Customer or other services as a result of which access to the SaaS Service is not possible, provided that a reasonable level is not exceeded.

2.4 Planned maintenance requiring interruption of the SaaS Service will be carried out, where possible and reasonable, on weekdays between 18:00 and 08:00 the next morning or between 18:00 on Friday and 8:00 on Monday excluding federal holidays in Germany and holidays in Berlin. Planned maintenance work will not exceed a period of 12 hours. Possible impairments of availability due to planned maintenance work will not be defined as downtime, provided that a reasonable level is not exceeded.

2.5 Urgent maintenance work (e.g., due to security vulnerabilities that pose an acute threat to data security; installation of urgently required security patches) can also be carried out outside the time between 20:00 and 08:00 the next morning. Possible impairments of availability due to urgent maintenance work are not defined as downtimes, as long as an appropriate level is not exceeded.

2.6 The Customer will be informed of maintenance work, insofar as this is possible and reasonable, at least 48 hours before the start of the maintenance work by Turbit. In case of acute urgency, immediate maintenance with subsequent information can also be carried out.

3 FAULT MESSAGE

3.1 The Customer is obliged to report impairments of the SaaS Solution as well as occurring errors to Turbit immediately with a precise description of the Fault as well as the corresponding Fault Class. The Customer can report Faults and service requests via the following channels during the Agreed Operating Hours:

3.1.1 Via his web account at:
<https://turbitsystems.atlassian.net/servicedesk/customer/portals>

3.1.2 By email to: support@turbit.de

3.1.3 By phone: +49 30 5557 2929 0 ("**Hotline**")

If the report is made verbally via the Hotline, the report must be repeated by e-mail on the next working day at the latest.

3.2 Support language is German or English.

4 FAULT CLASSES

4.1 The following Fault categories ("**Fault Classes**") apply. The decisive factor for the assignment of a Fault to a Fault Class is the presence of identical or comparable characteristics as in the relevant description. The Fault Class shall be identified by the Customer in the Fault Message but shall be finally determined by Turbit.

4.2 Upon receipt of a proper Fault Message, Turbit shall initiate measures to remedy the Fault. Turbit shall inform the Customer about the initiation of the Fault rectification.

4.3 "**Response Times**" refer to the period between the receipt of a proper Fault Message from the Customer by Turbit and the receipt of the information by Turbit about the initiation of

Fault rectification by the Customer. Response Times shall run exclusively during the Agreed Operating Times. If a Fault report is received outside the Agreed Operating Times, the Response Time shall begin at the start of the next Agreed Operating Times. The reaction does not necessarily represent the elimination of the malfunction or the answer to the inquiry but can contain the reference to the start of a further analysis or research and/or instructions on how the Customer can eliminate the reported malfunction himself or circumvent it in such a way that the Customer is able to use it in accordance with the Agreement. The additional work may extend beyond the specified Response Times.

Fault Class	Description	Response Time
A	<p>Production stop. The SaaS Solution is completely unavailable or only available with restrictions that prevent productive use, and no workaround is available at the time of report.</p> <p><i>Example: Server cannot be reached; user portal returns errors for all users.</i></p>	4 hours
B	<p>Major impairment with workaround. The SaaS Solution is unavailable or only available with considerable restrictions, but a workaround based on instructions by Turbit can be used to maintain productive use.</p> <p><i>Example: Input cannot be forwarded in the system, but data can be exported via API.</i></p>	8 hours
C	<p>Due to a malfunction or an unavailable function, non-critical interruptions occur in the operation of the SaaS Solution. Core functionality is ensured, but there is a significant error in a submodule that prevents or significantly restricts working with this module. An appropriate workaround is not possible.</p> <p><i>Example: Details of the data processing cannot be displayed.</i></p>	4 workdays
D	<p>Due to a malfunction or an unavailable function, non-critical interruptions occur in the operation of the SaaS Solution on the productive system. The core functionality is ensured, but there is a significant error in a submodule that prevents or significantly restricts working with this module. An appropriate workaround based on instructions by Turbit is possible.</p> <p><i>Example: A processing operation requires two clicks for a one-click operation.</i></p>	10 Business Days or next release (depending on customer request).
E	<p>All other malfunctions.</p> <p><i>Example: Input error or graphic error</i></p>	Next release

5 TURBIT DATAHUB SERVICE LEVELS

5.1 Scope and applicability

This Section 5 applies only to the extent that the Turbit Datahub (as described in Schedule 1 under the heading "Turbit Datahub") is identified as an Agreed Service on an Order Form. Sections 1 to 4 of this Schedule 2 do not apply to the Turbit Datahub; this Section 5 is the exclusive service-level regime for the Turbit Datahub.

5.2 Definitions

For the purposes of this Section 5, the following terms have the meanings set out below. Capitalised terms not defined here have the meanings given to them in the TGTC, Schedule 1, or elsewhere in this Schedule 2.

“Datahub Endpoints” means (i) the Turbit-operated MQTT broker and (ii) the Turbit Datahub REST API, each as described in Schedule 1.

“Sample” means a single time-stamped data point made available, or intended to be made available, through a Datahub Endpoint.

“Source Timestamp” means the timestamp included with a Sample at the time the Sample is generated by the underlying source system (e.g. SCADA, sensor, plant control system).

“Turbit-Operated Connector” means an integration in which Turbit retrieves Customer Data from an OEM-, plant- or Customer-operated source system using credentials, interfaces or network paths provided or designated by the Customer.

“Customer-Pushed Feed” means an integration in which the Customer, or any party acting on the Customer’s behalf, publishes Customer Data to a Datahub Endpoint (including any publication to the Turbit MQTT broker).

“Upstream Connector Failure” means a documented inability of a Turbit-Operated Connector to retrieve Samples from the underlying source system for reasons outside Turbit’s reasonable control, including without limitation: unavailability or error responses from the OEM, plant or Customer source system; rate-limiting or quota exhaustion imposed by the source system; revocation, expiry or misconfiguration of credentials provided by the Customer; or unavailability of the network connection between Turbit and the source system.

“Datahub Fee” means the monthly recurring fee identified as a separate line item on the Order Form as attributable to the Turbit Datahub. Where the Turbit Datahub is an Agreed Service, the Order Form shall identify the Datahub Fee as a discrete line item.

“Effective Date” means the start date of the Initial Term for the Turbit Datahub on the applicable Order Form.

“Initial Reporting Period” has the meaning set out in Section 5.3.

5.3 Endpoint Availability

Turbit warrants an availability of 99.5% of the Datahub Endpoints on a monthly average, measured during the Agreed Operating Time as defined in Section 2. Availability for the purposes of this Section 5.3 shall be deemed fulfilled if the Available Operating Time of the Datahub Endpoints does not fall below 99.5% of the Agreed Operating Time in the calendar month. Availability is calculated as:

$$\frac{\text{Available Operating Time of the Datahub Endpoints}}{\text{Agreed Operating Time}} \times 100\%$$

The carve-outs in Section 2 (including in particular those for events outside Turbit’s responsibility, third-party disruptions, planned maintenance and force majeure) apply to this Section 5.3, supplemented by the carve-outs in Section 5.8.

For a period of six (6) months following the Effective Date (the **“Initial Reporting Period”**), performance against the target set out in this Section 5.3 shall be measured and reported in accordance with Section 5.10, but no Service Credits shall accrue under Section 5.9 in respect of any month falling, in whole or in part, within the Initial Reporting Period.

5.4 Data Freshness

For at least ninety-five percent (95%) of Samples received by Turbit during the Agreed Operating Time in a calendar month, the elapsed time between (a) the moment the Sample first arrives at a

Turbit-controlled ingress point (“Turbit’s edge”) and (b) the moment the Sample is available for retrieval through a Datahub Endpoint shall not exceed fifteen (15) minutes.

For the avoidance of doubt, this Section 5.4 measures Turbit-side processing latency only. Latency, delay, batching or omission occurring before a Sample arrives at Turbit’s edge — including without limitation any Upstream Connector Failure or the inherent batch behaviour of an OEM-, plant- or Customer-controlled source system — is not measured by, and shall not give rise to a breach of, this Section 5.4.

The Initial Reporting Period in Section 5.3 applies to this Section 5.4.

5.5 Backfill Recovery Time

Following the resolution of an Upstream Connector Failure, Turbit shall use commercially reasonable efforts to retrieve, ingest and make available through the Datahub Endpoints those Samples that were unavailable during the Upstream Connector Failure. The retrieval and availability of such Samples shall be completed within twenty-four (24) hours of Agreed Operating Time after (i) the underlying source system has become available again to Turbit and (ii) the necessary credentials, interfaces and network paths are operative.

The Backfill Recovery Time is subject to (a) the historical retention and rate limits of the underlying source system, (b) the Customer’s compliance with its obligations under the TGTC and Schedule 1, and (c) the carve-outs in Section 5.8.

The Initial Reporting Period in Section 5.3 applies to this Section 5.5.

5.6 Maintenance

Turbit shall not perform planned maintenance of the Datahub Endpoints during the Agreed Operating Time. Planned maintenance shall be notified to the Customer at least seventy-two (72) hours in advance.

Urgent maintenance — including without limitation maintenance required to address security vulnerabilities, to install urgently required security patches, or to mitigate an imminent service-affecting incident — may be carried out at any time with immediate or subsequent notice to the Customer.

5.7 Datahub Fault Classes

In addition to the Fault Classes set out in Section 4, the following Datahub-specific Fault Classes apply to Faults reported in connection with the Turbit Datahub:

Fault Class	Description	Response Time
D1	The Datahub Endpoints (MQTT broker and/or REST API) are unreachable, with the result that no Samples are flowing to the Customer. <i>Example: MQTT broker rejects all connections; REST API returns server errors for all requests.</i>	4 hours
D2	The Datahub Endpoints are available, but Samples are missing or stale for at least one Asset Under Contract by more than the Data Freshness target set out in Section 5.4. <i>Example: Data for a single park is missing for six hours while all other parks are flowing normally.</i>	8 hours
D3	Samples are flowing, but a mapping, identifier or metadata field is incorrect. <i>Example: A sensor signal is tagged with the wrong unit; a turbine identifier is swapped in the Data Warehouse mapping.</i>	4 Business Days

Response Times for Fault Classes D1 and D2 are measured during the Agreed Operating Time and otherwise in accordance with the Response Time mechanics set out in Section 4 (including the rule that the Fault Class is identified by the Customer in the Fault Message but finally determined by Turbit). Response Time for Fault Class D3 is measured in Business Days.

5.8 Carve-outs specific to the Turbit Datahub

In addition to the carve-outs set out in Section 2, the following events shall not be counted against the targets set out in Sections 5.3, 5.4 and 5.5:

any Upstream Connector Failure, provided that Turbit, on reasonable written request by the Customer, makes available the connector-level evidence referred to in Section 5.10; and

any delay, omission or error in a Customer-Pushed Feed where the delay, omission or error is attributable to the Customer's infrastructure, network, configuration, credentials or publishing behaviour, including without limitation: failure of the Customer's MQTT client to publish; misconfiguration of topic, retention or quality-of-service by the Customer; or use of credentials that have expired, been revoked or are otherwise inoperative.

5.9 Service Credits

If, in any calendar month following the Initial Reporting Period, Turbit fails to meet the target set out in Section 5.3, Section 5.4 or Section 5.5, the Customer shall be entitled to a Service Credit calculated on the worst-performing of those three metrics for that month as follows:

Severity	Threshold (worst-performing metric for the calendar month)	Service Credit
1	Endpoint Availability between 99.0% and 99.499%, or Data Freshness met for between 90.0% and 94.999% of Samples, or Backfill Recovery Time between 24 and 48 hours of AOT.	5% of the Datahub Fee for that month
2	Endpoint Availability between 98.0% and 98.999%, or Data Freshness met for between 85.0% and 89.999% of Samples, or Backfill Recovery Time between 48 and 72 hours of AOT.	10% of the Datahub Fee for that month
3	Endpoint Availability below 98.0%, or Data Freshness met for fewer than 85.0% of Samples, or Backfill Recovery Time exceeding 72 hours of AOT.	25% of the Datahub Fee for that month

The aggregate Service Credit for any single calendar month shall not exceed one hundred percent (100%) of the Datahub Fee for that month. Service Credits shall be applied as a discount on the next invoice issued to the Customer for the Turbit Datahub.

To claim a Service Credit, the Customer must submit a written request to Turbit within thirty (30) days of the date on which the SLA report for the relevant month is made available under Section 5.10.

Service Credits under this Section 5.9 are the Customer's sole and exclusive remedy, and Turbit's sole liability, for any failure of the Turbit Datahub to meet the targets set out in Sections 5.3, 5.4 and 5.5. This Section 5.9 does not exclude or limit any liability that cannot be excluded or limited under mandatory law (including the cases listed in TGTC Section 13.1).

5.10 Reporting and evidence

Turbit shall make available to the Customer an SLA report for the Turbit Datahub for any specified calendar month within ten (10) Business Days of receipt of a written request from the Customer. The report shall set out, for the requested month: (a) the measured Endpoint Availability; (b) the percentage of Samples meeting the Data Freshness target; (c) the Backfill Recovery Times for any Upstream Connector Failures resolved during the month; and (d) any periods or events carved out under Section 5.8.

Where the Customer reasonably disputes the application of the carve-out in Section 5.8(a) (Upstream Connector Failure), Turbit shall, on reasonable written request, make available connector-level evidence (such as timestamped connector logs or source-system error responses) sufficient to demonstrate that the Failure originated outside Turbit's infrastructure.