

EXHIBIT 1

SERVICE LEVEL AGREEMENT (SLA) SABLONO

Version: 24th September 2021

1 DEFINITIONS

- 1.1 In this SLA the following terms shall have the following meanings:

"Downtime" means the total number of minutes in a calendar month in which Authorised Users are unable to login to or access their User Accounts.

"Fault" means a failure of the Platform to operate materially in accordance with the Documentation, which is reproducible by Sablono, and which occurs outside of Scheduled Maintenance hours.

"Monthly Uptime" means $((\text{Total Minutes} - \text{Downtime}) \div \text{Total Minutes}) \times 100$.

"Platform License Fee" means the license fee for the Platform which is paid or payable for the relevant calendar month of service;

"Resolution" means the Fault is either permanently fixed or a workaround is implemented which reduces the priority level of the Fault, and **"Resolve"** shall be construed accordingly.

"Response" means Sablono has answered Customer's call or email and acknowledged the Fault.

"Service Credit" means 10% of the Platform License Fee in respect of those User Accounts affected by Downtime or a Fault.

"Scheduled Maintenance" means: (a) Friday 10pm (CET) to Saturday 2am (CET); (b) Saturday 10pm (CET) to Sunday 2am (CET); (c) Sunday 10pm (CET) to Monday 2am (CET); and (d) any additional times which are notified by Sablono to Customer no less than fourteen (14) days in advance.

"Total Minutes" means the total number of minutes in a calendar month, excluding Scheduled Maintenance and Force Majeure Events.

- 1.2 Capitalised terms which are not defined in this SLA shall have the meaning given to them in the General Terms & Licensing Conditions of Sablono (the **"Conditions"**)

2 SUPPORT SERVICES

- 2.1 Sablono will provide help desk support to Authorised Users during Working Hours. Authorised Users may contact the Sablono help desk with support requests by e-mail (support@sablono.com); or In-App chat. Where agreed in the Proposal as part of Customer's subscription plan, Sablono may also provide support via phone (+49 30 609807440) and through site visits.

- 2.2 Sablono may update its help desk contact details from time to time on written notice to Customer (including by email or via the Website).

- 2.3 Customer will report possible Faults promptly and provide Sablono with such access, information and assistance as is reasonably necessary to enable Sablono to detect, respond to and resolve the support request.

- 2.4 Customer shall ensure that Authorised Users contacting the help desk have been reasonably trained in the use of the Platform. The provision of training services by Sablono may be subject to additional charges.

- 2.5 If an Authorised User reports a suspected Fault and, following investigation by Sablono, it is established that there was no Fault, Sablono shall be entitled to charge Customer for its time spent on the suspected Fault at its standard rates from time to time.

3 SERVICE LEVELS

- 3.1 Sablono will use reasonable endeavours to ensure that the Platform has a Monthly Uptime of at least 99.5% in each calendar month.

- 3.2 If there is a Fault, Sablono will use reasonable endeavours to achieve the target Response and Resolution times set out in the table below.

Level of Fault	Response	Resolution
Priority 1: A major function of the Platform has stopped	4 Working Hours	1 Working Day
Priority 2: A major function of the Platform has been impeded	1 Working Day	2 Working Days
Priority 3: A function of the Platform which is not a major function has stopped or been impeded	5 Working Days	As part of Sablono's normal scheduled maintenance for the Platform

4 EXCLUDED SERVICES

- 4.1 The following services do not form part of the support services provided by Sablono: (a) support services outside of Working Hours; (b) recovery of data; (c) restoration of backed-up data; (d) customised programming; (e) onsite services; (d) training; (e) support regarding the interaction/integration of the Service or Platform with third party software; (f) development of Customer specific scripts; and (g) assistance regarding modelling building processes questions.

- 4.2 Sablono shall not be obliged to perform any of the excluded services set out in paragraph 4.1. If the parties agree that Sablono shall provide such services then, unless otherwise agreed in writing, Sablono shall be entitled to charge Customer for such services at its then current standard rates.

- 4.3 This SLA does not apply if any Fault or Downtime is caused by any Non-Sablono Cause or Force Majeure Event.

5 SERVICE CREDIT

- 5.1 Customer shall be entitled to request Service Credit if: (a) Monthly Uptime does not meet or exceed the Uptime Commitment set out in paragraph 3.1; or (b) if Sablono fails to Resolve a Priority 1 Fault within the target resolution time set out in paragraph 3.2. In respect of Downtime, Customer may request Service Credit under sub-clause (a) but not under sub-clause (b).
- 5.2 Sablono shall validate any Service Credit request and issue a validation result. If the Service Credit request is valid, Sablono shall deduct the Service Credit from the next invoice issued by Sablono to the Customer.
- 5.3 Customer must issue Service Credit requests no later than 30 days' after the last day of the calendar month in which the service level failure occurred.
- 5.4 Subject to clause 10.1 of the Conditions, the maximum amount of Service Credit payable under this SLA during the Term is limited to 10% of the total license fee for the Platform paid during the Term. For the avoidance of doubt, the license fee for the Platform excludes, any fees for training, consulting, development, co-innovation or other services.
- 5.5 Subject to clause 10.1 of the Conditions, the parties agree that Service Credits are a price adjustment and (except for the right to terminate under paragraph 7 below) shall be Customer's sole and exclusive remedy for any failures to achieve the service levels set out in this SLA.

6 RIGHTS TO TERMINATE

The following failures to achieve the service levels shall be considered a material breach by Sablono which is not capable of remedy and Customer shall be entitled to terminate under clause 14.1(a) of the Conditions: (a) If the Monthly Uptime falls below 85%; or (b) Sablono fails to Resolve a Priority 1 Fault in accordance with the service levels more than three times in any calendar month; or (c) fails to Resolve a Priority 1 Fault within 20 Working Days.