**Scope & Service Description: SaaS Services**

# Price Overview [1]

| Base prices including support | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| | Standard S | Standard M | Standard L | Growth S | Growth M | Growth L | Premium S | Premium M | Premium L |
| Annual revenue | > 750k € | 750k - 1.5m € | 1.5m - 2.5m € | 2.5m - 5m € | 5m - 10m € | 10m - 15m € | 15m - 20m € | 20m - 25m € | > 25m € |
| **Annual contract** (with annual billing) | | | | | | | | | |
| Starter | 349 € | 499 € | 699 € | 899 € | 1.199 € | 1.599 € | 2.199 € | 2.999 € | 3.999 € |
| Business | 649 € | 799 € | 999 € | 1.199 € | 1.499 € | 1.899 € | 2.499 € | 3.299 € | 4.299 € |
| Pro | 849 € | 999 € | 1.199 € | 1.399 € | 1.699 € | 2.099 € | 2.699 € | 3.499 € | 4.499 € |
| **Monthly contract** (with monthly billing) | | | | | | | | | |
| Starter | 389 € | 549 € | 769 € | 989 € | 1.319 € | 1.759 € | 2.419 € | 3.299 € | 4.399 € |
| Business | 719 € | 879 € | 1.099 € | 1.319 € | 1.649 € | 2.089 € | 2.749 € | 3.629 € | 4.729 € |
| Pro | 939 € | 1.099 € | 1.319 € | 1.539 € | 1.869 € | 2.309 € | 2.969 € | 3.849 € | 4.949 € |

## Price per Order[2]

| Annual contract | | | |
|---|---|---|---|
| | Starter | Business | Pro |
| 0 to 6.000 orders per year | *included* | *included* | *included* |

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[1] valid for new customers – all prices stated net per month
[2] additive net prices; example: the first 1,500 orders are included, the next 1,000 orders cost €0.20, the next 4,000 orders cost €0.17 and the next 5,000 orders cost €0.15. For 11,500 orders, the total amount payable is €1,630, which corresponds to an average price of €0.163 for all additional orders beyond 1,500.

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| 6.001 to 18.000 orders per year | 0,25 € | *included* | *included* |
| 18.001 to 30.000 orders per year | 0,25 € | 0,20 € | 0,20 € |
| 30.001 to 78.000 orders per year | 0,25 € | 0,17 € | 0,17 € |
| 78.001 to 138.000 orders per year | 0,25 € | 0,15 € | 0,15 € |
| More than 138.000 orders per year | *individual price* | | |
| **Monthly contract** | | | |
| | Starter | Business | Pro |
| 0 to 500 orders per year | *included* | *included* | *included* |
| 501 to 1.500 orders per year | 0,25 € | *included* | *included* |
| 1.501 to 2.500 orders per year | 0,25 € | 0,20 € | 0,20 € |
| 2.501 to 6.500 orders per year | 0,25 € | 0,17 € | 0,17 € |
| 6.501 to 11.500 orders per year | 0,25 € | 0,15 € | 0,15 € |
| More than 11.500 orders per year | *individual price* | | |
| **Add-ons** | | | |
| **Individual Features** | | | |
| Production | 99 € | | |
| POS | 79 € | | |
| Amazon Seller App | 49 € | | |
| Margin scheme taxation | 199 € | | |

| Performance upgrade | |
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| Aurora DB M | 350 € |
| Aurora DB L | 1.050 € |
| Aurora DB XL | 2.050 € |
| **Analytics/Reporting Tool** | |
| Premium (30 queries per month) | 39 € |
| Premium 250 (250 queries per month) | 69 € |
| Premium 500 (500 queries per month) | 99 € |

# Supplementary Terms

**Base prices & billing**

Use of the Xentral software and the integrated support services is billed on the basis of a combined base price. This base price is determined by the annual revenue generated in the respective contract year, based on all orders recorded in the Xentral software, and the applicable revenue cluster derived therefrom. Base prices are payable in advance for the applicable service or billing period.

Usage-based costs (e.g. a price per order) shall be billed retrospectively for the preceding service or billing period. If the order volume included in the selected plan is exceeded by more than 100% within a billing period, an early partial invoice may be issued.

**Revenue clusters & package allocation**

Assignment to a revenue cluster determines the applicable package and, consequently, the applicable base price.

- A voluntary upgrade to a higher package (upsell) is possible at any time.
- A downgrade to a revenue cluster below the actual revenue level is excluded.

**Initial classification**

At the start of the contract, customers are assigned to a revenue cluster based on their estimated annual revenue. Xentral reserves the right to adjust this classification if, during the term of the contract, it becomes apparent that the original revenue estimate was obviously understated. In such case, an upgrade to the applicable revenue cluster shall take effect from the time of determination; no retroactive price adjustment shall be made.

**Automatic adjustment in the event of a cluster change**

If, based on the revenue generated in Xentral over the preceding twelve (12) months, a revenue level is reached that exceeds the currently assigned revenue cluster, an **automatic upgrade to the corresponding higher package shall take effect** at the beginning of the next billing period. The billing period shall be determined by the agreed payment method (e.g. monthly or annually), irrespective of any contractual minimum term or renewal provisions.

**Additional add-ons**

Add-ons may be booked on an optional basis. Their term and renewal/notice periods shall correspond to those of the main contract.

# Definitions of Scope of Services

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| Order | An order is defined as a customer order that has either been created in Xentral or imported into the system, regardless of its status. Orders created as FBA orders (identified via the Amazon shop import) do not count toward the free allowances in the Business and Pro plans and are therefore free of charge. In the Starter plan, however, FBA orders are included in the order volume. |
| Users | Any number of full users and light users may be created. Role assignment is carried out in the Xentral admin area. Light users have restricted rights and may, for example, be used for employees with specific areas of responsibility (e.g. goods receipt). |
| API Usage | Access to API endpoints is included exclusively in the Business and Pro plans. Per instance, a rate limit of up to 100 API requests per minute applies, aggregated across all API endpoints. This limit applies to all accesses initiated by external applications or externally provided apps. Internal API calls within the Xentral core and access by standard apps developed by Xentral are excluded from the rate limit. An increase in the rate limit is possible depending on the selected plan and may be requested individually. |
| Products | Each plan supports a defined number of active products up to which the instance can be operated stably. If this limit is exceeded, the purchase of a more powerful instance (add-on) is required.<br>An active product corresponds to a row in the "Items" table that is not marked as "deleted". Variants of matrix products are each considered independent products. |
| Reporting | Depending on the selected plan, the number of permissible data queries per monthly billing period is limited. A data query is considered consumed when a report is opened in full view or exported for the first time on a given day. If the same report is accessed again within the booked update interval – daily by default – no additional count is incurred (e.g. when opening a report with identical results multiple times on the same day). Unused data queries cannot be carried over to the next billing period. Queries of reports from the collection "Master Data Maintenance and Support of Operational Processes" as well as in preview mode are available without limitation; however, they are subject to the principle of reasonable use. Unreasonable or excessive use may lead to functional restrictions. |
| Standard Support | **Helpdesk-Center/Ticket System:**<br>Customers can contact support via the helpdesk center and submit support tickets for troubleshooting.<br><br>**Community Support:**  Within the Xentral community, customers benefit from exchanging knowledge with hundreds of other users, partners and experts who share their expertise, experience and practical recommendations. |
| Business Support | Customers receive access to Business Ticket Support, through which both errors (bugs) and general product questions regarding individual modules and functionalities can be submitted.<br><br>Service Level Agreement "Response Time":<br>A first response is provided within 8 hours* for 90% of all incoming support tickets (product questions and incident reports with priority level 2 or lower). |
| Priority Support | Customers with Priority Support receive access to a preferred support channel consisting of the **Priority Ticket System.** All types of inquiries – such as system outages, errors (bugs) or product questions – may be submitted via this channel. Requests submitted via the Priority Support System are handled with the **highest priority** and preferred response speed. |

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| | **SLA Response Time:**<br>- 90% of all incident reports with priority level 1 ("login issues", "system outage" or "performance issues") are responded to within 1 hour*<br>- 90% of all incoming incident reports with priority level 2 or lower are responded to within 2 hours*<br>- 90% of all incoming product question tickets are responded to within 2 hours*<br><br>**SLA "Resolution time":**<br>90% of all requests within the scope of Priority Support are resolved within 72 hours*. The following measures are considered a resolution - depending on prioritization:<br><br>- Priority level 1: The outage has been resolved and the system can be used again.<br>- Priority level 2: The issue has been resolved or a reasonable workaround has been provided.<br>- Priority level 3: A time estimate for resolving the issue is communicated.<br>- Product question ticket: The submitted product question is answered. |
| Emergency Support (Business Days) | For serious incidents with high urgency, Xentral provides prioritized emergency support during regular business hours.<br><br>**SLA Response Time:**<br>90% of all incoming incident reports submitted in the helpdesk center as "login issues", "system outage" or "performance issues" and substantively corresponding to priority level 1 are responded to within 2 hours*. |
| Emergency Support (Weekend) | For customers with the corresponding service scope, Xentral shall provide emergency support for critical system incidents on weekends. Emergency support is intended exclusively for critical incidents and is available via ticket on Saturdays and Sundays between 09:00 and 17:00.<br><br>**SLA Response Time**<br>90% of all incoming incident reports submitted in the helpdesk center as "login issues", "system outage" or "performance issues" and substantively corresponding to priority level 1 are responded to within 2 hours. |
| Priority API Support | Customers with booked Priority API Support receive access to a prioritized support channel for API-related inquiries via the ticket system.<br><br>**SLA Response Time**<br>A first response is provided within 8 hours* for 90% of all incoming API-related support tickets.<br>For customers without booked Priority API Support, no SLA applies to response times. Such inquiries are processed exclusively subject to available capacity. |
| Check-in Meetings with CSM | Within the scope of services, one check-in meeting per quarter of up to 45 minutes with a Customer Success Manager is included. This meeting may be booked at the customer's request and serves regular exchange regarding further development and optimization of Xentral usage. For Growth and Premium packages, additional check-in meetings may be requested if required. Booked appointments may be rescheduled once with at least 24 hours' notice. Appointments that are not attended or not cancelled in due time expire without replacement for the respective month. |
| Dedicated CSM | Ongoing support is provided by a dedicated Customer Success Manager who serves as the central point of contact for written inquiries during business hours. Assignment and any change of the CSM are determined by Xentral. There is no entitlement to support by a specific individual. |

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| Chat Support | Customers may contact the service team directly from their Xentral instance via an integrated chat window. Requests are processed in accordance with the response times (SLA) defined in the respective support package.<br>Continuous availability of the chat window cannot be guaranteed at all times, in particular in the event of technical disruptions. |
| Monthly Jour Fixe | Customers receive a monthly invitation to a "User Success Session" with their Customer Success Manager (CSM). In this regular format, operational or tactical topics as well as planning for the coming months are discussed, with the aim of continuously aligning the use of Xentral with current business requirements. Sessions that are not attended expire without replacement for the respective month. |
| Executive Business Review | Customers receive a semi-annual invitation to a joint business review in which strategic plans for further cooperation and relevant best practices are discussed.<br>Within the agreed service scope and subject to availability, the business review takes place with an executive at Chief Officer or Vice President level. Selection of the participating individual is at Xentral's discretion. |
| Feature Co-Development | Within defined co-development initiatives, Xentral offers customers the opportunity to actively participate in the further development of the software. Subject-matter input may be provided as early as the requirements engineering phase and evaluated by product management. During implementation, customers may also be involved in feedback loops or testing phases.<br>The final decision on implementation, prioritization and scope lies exclusively with Xentral product management. |
| Delayed Release Group | Customers with the corresponding service scope may, upon request, be assigned to the delayed release group. This format is aimed at companies with particularly high requirements for system stability and allows new releases and system updates to be received with a time delay, thereby benefiting from initial optimizations and the experience of other customers. Assignment to the group may be requested in writing via the Customer Success Manager. Xentral independently determines frequency, duration of the delay and the specific activation date. |
| Sandbox | Upon request, Xentral provides an isolated test environment ("sandbox") in which customers can safely test configurations, customizations and new processes. The sandbox is completely separated from the production system.<br>Availability of the sandbox is not guaranteed, in particular in the event of technical disruptions. |
| Sandbox Mirroring | Within the scope of sandbox usage, customers may request a copy of their current Pro or Business production system to be transferred to the sandbox. This enables testing in a realistic environment without impacting live operations. In the Premium L package, mirroring is included up to four times per year. In all other packages, mirroring may be booked optionally and individually for an additional fee. |
| Xentral Connect - technical Support | Customers who create their own workflows or individual automations in Xentral Connect may rely on technical support from the support team during creation. Support provides guidance on best practices and is available for technical questions. Responsibility for the design, implementation and functionality of individually created workflows lies exclusively with the customer. Xentral assumes no liability or warranty for self-configured workflows. |
| Included Consulting Hours | Customers with the corresponding service scope are entitled to the consulting hours included in the respective package per month, which are provided by Xentral or certified partners. Consulting content is based on individual needs and may include process optimization, module consulting or strategic development.<br>Unused hours expire at the end of the month and are not transferable. There is no entitlement to specific consultants.<br>In the event of above-average project effort, the Customer Success Team may draw on the monthly included hours to ensure high-quality support. |
| Connect Backend Access | Upon request, customers receive access to the Xentral Connect backend – the central interface for managing individual integrations and extensions. This feature is not available in the Starter plan. |

| | Successful user certification is required prior to activation of access. Xentral reserves the right to adjust certification requirements and access conditions as part of product development. |

* within regular business hours from Monday to Friday, excluding statutory public holidays in Germany, from 09:00 am to 5:00 pm CET.

## Service Level Agreement - Definitionen

| **Priority Level 1** <br> Critical | Critical incident or complete system outage in which the instance is not accessible and/or core software functions are completely unavailable or stopped. Normal operation cannot be maintained in essential areas, potentially resulting in significant financial impact. A workaround is not possible or only feasible with unreasonable effort. |
|---|---|
| **Priority Level 2** <br> Hoch | The incident significantly impairs usability of the contractually agreed services. The software repeatedly shows instability or does not respond as expected to user requests. A reasonable workaround is available or only minor financial impact is expected. |
| **Priority Level 3** <br> Mittel/Niedrig | The incident occurs irregularly and only slightly impairs use of the software. It typically affects rarely used special functions, a so-called sunset module, and/or a reasonable workaround is available. There are no material impacts on ongoing business operations. <br> For clarification: A time estimate for resolution may also mean that the incident will not be resolved. |
| **Incident / Outage** | Periods during which an incident or outage occurs are generally not considered when calculating resolution time if the cause is attributable to one of the following cases: <br><br> <ul><li>changes to the software or system environment commissioned or performed by customers themselves that have not been reviewed or approved by Xentral;</li><li>periods during which scheduled and announced maintenance work is carried out and the system is temporarily unavailable or only partially available;</li><li>incidents attributable to the general operational risk of internet connectivity, power supply, IT infrastructure or other technical systems provided by customers;</li><li>events outside Xentral's sphere of influence, such as force majeure, cyberattacks or similar;</li><li>incidents based on third-party providers, third-party software or external integrations;</li><li>delays resulting from customers not providing required information in due time or not granting access necessary for analysis and remediation</li></ul> |
| **Response Time** | Response time is the period between receipt of the request (ticket or call) and the start of processing, including confirmation to the customer. |
| **Resolution Time** | Resolution time is the period from receipt of a fully documented incident in the ticket system within which Xentral resolves the incident for the respective priority level or restores normal operation. |