

# Exhibit 1

## - Service Level Agreement - to the General Terms and Conditions.



### Smart Customer Master Data Management - UNISERV Provided Infrastructure ("UPI")

of Uniserv GmbH, Rastatter Str. 13, 75179 Pforzheim, Germany

Version: December 2014

#### 1. General

This Exhibit to the GTC specifies the terms and conditions of the UNISERV CDH Managed Service. The term of this Exhibit shall follow the term of the Smart Customer MDM Agreement. The terms and conditions of this Exhibit amend the terms and conditions of the GTC. Definitions made within the GTC shall also apply to this Exhibit. In case of a discrepancy between this Exhibit and the GTC, the conditions of the Exhibit shall prevail.

#### 2. Scope of the CDH Managed Service

2.1. The CDH Managed Service provided to the Customer by UNISERV for managing the CDH Solution is provided based on a service agreement. The CDH Managed Service includes the following services: technical application management, support, monitoring and the management of the infrastructure, if UNISERV provides the IT infrastructure ("UPI").

2.2. UNISERV may subcontract the CDH Managed Service or parts of to third parties. If necessary UNISERV is allowed to forward the required documents, information and Customer data to such authorized third party.

#### 3. Definitions

3.1. The following severity levels are applicable to this Agreement:

"Severity 1" (Showstopper): The CDH Solution does not operate and the service is unavailable (e.g. Web-Ui or API is entirely unavailable)

"Severity 2" (Severe): parts of the CHD Solution do not operate (e.g. Data Stewardship function is not available, specific systems cannot send or receive records)

"Severity 3" (Medium/Minor): The CDH Solution does operate, however there are minor limitations

3.2. Incident: An issue, not part of the standard operation of the CDH Solution und which interrupts potentially or actually the CDH Solution or is a minor on the agreed quality of the CDH Solution.

3.3. Response Time: The time until the latest start working on the Incident solution through a UNISERV service employee.

#### 4. Description of the CDH Managed Service

4.1. Service Desk Support: As part of the CDH Managed Service, Customer can contact the service desk for support by email and phone. Support request can range from general question regarding Customer's specific set-up to notifying UNISERV of an Incident that requires resolving.

4.2. Incident Management: In case an Incident takes place, UNISERV will investigate the problem to determine the root cause and determine a fix for it. For the investigation and determination of such fixing, the following steps may be necessary: a) execution of test routines b) analyses of the configuration and records c) restart of the CDH Solution d) reconfiguration to fix the Incident e) import of corrections and patches. The determination of the problem will take place in close cooperation and collaboration with the Customer. As soon it is clear who controls and is responsible for the Incident, such party is further responsible and takes care of fixing the Incident. The Incident investigation and determination is provided In general remotely, on an exceptional basis on site as a service with additional costs. The Customer will provide an exact Incident notice and description and will provide without delay all of the information needed to UNISERV for the investigation of such problem.

4.3. Configuration Management: The configuration of Customers CDH Solution is maintained by UNISERV. This means UNISERV keeps track of the versions of Customers configuration and update the configuration where applicable. Updates can result for example either from new sources being added, changing in the Customers validators use or matching plans.

4.4. Release Management: Every year a number of releases are made available to UNISERV Customer. As part of the CDH Managed Service, the new releases are installed for Customers CHD Solution in combination with Customer data and configurations. Initially UNISERV deploys the new release to Customers test Instance to enable Customer two (2) weeks of integration testing with other systems Customer employs. After the two (2) weeks, UNISERV deploys the new release to Customers production Instance.

4.5. Patch Management: Ever so often, a patch needs to be installed either to correct a problem Customer experiences or to deploy a change specifically for Customers environment. As with new releases, UNISERV first deploy a patch to the test environment to enable Customer to verify the patch resolves the problem, after which UNISERV deploy it to production. As this is, outside normal releases, patch management takes place in close cooperation with Customer, to allow for as quick a resolution of Customer's problem as possible.

4.6. Change Management: In case Customer wants changes in the CDH Solution (e.g. modifications), this will be managed as an

additional service, not included within the Smart Customer MDM remuneration. Based on Customers request, UNISERV will validate the change with the Customer and discuss the best way to realize it. The outcome of this is description of the change, the impact and the budget required for this. After Customers approval, UNISERV will implement the change.

4.7. Capacity Management: UNISERV manages the capacity of Customer's CDH Solution to ensure sufficient storage and CPUs are available for a proper running of the CDH Solution.

4.8. Back-up and Recovery: UNISERV makes daily back-ups up to a period of 3 months. In case of a calamity that disrupts the Customer CDH Solution, UNISERV will restore based on the back-up within 48 hours. As part of the UNISERV CDH Managed Service, UNISERV executes a recovery test on a yearly basis using UNISERVS largest dataset in production.

4.9. Monitoring: UNISERV continuously monitor the solution to ensure a smooth operation of the service for the Customer. Based on the monitoring, UNISERV will respond to interruptions of the service as well as capacities becoming critical.

4.10. Availability Management: UNISERV ensures the solution is up and running within the availability set forth in the following service level.

## 5. Service Level

5.1. The following service levels shall apply:

Service Levels	Standard	
Service Window	8:00 - 17:00	Working Days: Monday – Friday without public holidays of Baden-Württemberg and 24 <sup>th</sup> and 31 <sup>st</sup> December
Back-up Window (if necessary offline periods)	23.00 – 4:00	daily
Ticketing Email	24 x 7	Email: hotline@uniserv.com
Ticketing Phone	Service Windows only	Telephone: +49 7231 936 3030
Response Times	< 2 hours in Service Window	Severity 1
	< 6 hours in Service Window	Severity 2
	Next Working Day	Severity 3
Availability	99 % Uptime per year	During Service Window and excluding scheduled maintenance and the internet connection to client location
Restore time	48 hours	In case of calamity
Back-up policy	daily up to 3 months	Saved on second site
Service Level Reporting	quarterly	Digital Report made available

5.2. It is the sole discretion of UNISERV to decide the classification of Incidents within the different Severity levels, however under consideration of the impact on Customers daily business and Customers concerns. Customer shall suggest a classification with notifying UNISERV of the Incident.

5.3. For Incidents reported outside the Service Window, the Response Time starts with the start of the standard Service Window time. The time between the standard Service Window (e.g at night, during the weekend) are not calculated to the Response Time.

5.4. Under special circumstances (e.g. it is objective evident that the CDH Managed Service does not allow any delay) the determination and fix of an Incident may be provided by UNISERV also outside the Service Window ("Advanced Service Window"). In such case it is necessary that also the named employees of the Customer are thoroughly available. UNISERV may invoice the Services provided during such Advanced Service Window with the service fees agreed within the Smart Customer MDM Agreement.

## 6. Collaboration duties of the Customer

Collaboration duties of the Customer are amongst others and not limited to: provision of test programs for the upload and download of example data records, provision of test data for testing of functionalities (e.g. validation, matching, data integration), responsible and qualified single point of contact of Customer for UNISERV.