

Service-Level-Agreement GBS Cloud Services

(SLA GBS Cloud Services)

to

General Terms and Conditions GBS Cloud Services

(GTC GBS Cloud Services)

Provision of cloud services ("Services") between:

1. Business User hereinafter referred to as "Client" and/or "User"

and

2. "GBS Europa GmbH", with registered office and registered address in: Zur Giesserei 19-27B, 76227 Karlsruhe, Germany, represented by Ivaylo Dimtchev Slavov, in his capacity as Managing Director, hereinafter referred to as "Provider" and/or "GBS".

Hereinafter collectively referred to as "**Parties**".

PREAMBLE:

The Provider's objective is to provide the Customer with services for a fee to the extent and in accordance with the subscription chosen by the Customer that covers a specific order document, order, offer or accepted proposal.

THE PARTIES AGREE AS FOLLOWS:

SUBJECT MATTER AND DURATION OF THE CONTRACT

Art. 1. Object

(1) Since the software is provided as an as-a-service, GBS provides the following services:

(2) Activities covered by the service carried out without the express request of the customer:

- Monitoring the environment to ensure proper operation.
- operational activities to remedy or prevent operational problems.
- Apply patches.
- Perform backups.

(3) Activities covered by the service and initiated only at the customer's request:

- data recovery.
- Investigate the interruption/resolution of incidents related to the Service.

(4) All other activities not mentioned under Art. 1 (2), (3) will only be carried out at the additional request of the customer and may be subject to additional remuneration. Such activities may be, but are not limited to:

- changes to the configuration.
- Investigate issues that are not related to interruption/remediation.

(5) "Host" means the infrastructure on which the Software is installed which is owned and operated by GBS or its subcontractors.

(6) During the term of the Subscription, Customer shall be granted a non-exclusive, non-assignable right to access the Services and use them solely for its internal business operations in accordance with the terms of this SLA.

Art. 2. Quality of service

(1) GBS provides services that are fully controlled by the customer from a self-service portal:

(2) Throughout the term of the SLA, GBS is required to provide the above services under the following service levels:

2.1. Service Readiness: In accordance with ITIL, Service Availability describes the ability of a Service to perform its expected functions and excludes planned Service Downtime.

Email security as a service: 99.9% on an annual basis.

NOTE: GBS's services are hosted on Microsoft Azure, and the service availability is the same as the service availability guaranteed by Microsoft.

NOTE: The SLA applies to the service for which the customer has an active subscription. A detailed description of the various services can be found in the service description under <https://www.gbs.com>.

2.2. Resolution of the incident:

2.2.1. For the described service, GBS offers software support as well as operation and administration of the infrastructure ("**Support Service**"), for which no additional remuneration is due.

2.2.2. The terms and conditions for the Support Service are as follows:

Support refers to the services that the provider provides to ensure that its service is functioning in a normal state. This includes both product maintenance and operational issues within the provider's environment. Operational issues within the environment of the End User and/or a third party are not within the scope of this Support Service.

I. Availability. The provider is committed to providing the customer with first-class service and support. English-language technical support is available by email 7 (seven) days a week, 24 (twenty-four) hours a day (this time frame is referred to as "24x7") for the secure operation of the solution as a service.

The German and English-language application support is available by e-mail and telephone on weekdays Monday to

Friday from 08:00 to 18:00 (CET) for questions about the use and setup.

II. Contact. The channels for contacting vendor support are:

1. the primary and preferred contact method for support questions is to send an email describing the problem to

support24@gbs.com

This ensures that the GBS team reviews these and forwards them to the right expert depending on the nature of the problem. The customer will be contacted shortly, within the agreed SLA conditions.

2. The support hotline is available 24x7 at:

+49 69 808 852 88

III. Response Time. The following tables describe the response metrics that apply to the support service specified in the following tables. Incidents caused by third-party software are not covered by these response metrics.

Support Response Time			
Severity	Response time	Preliminary Solution	Permanent Solution
1	≤ 1 hour	≤ 1 day	15 business days
2	≤ 4 hours	≤ 1 day	15 business days
3	≤ 4 hours	≤ 2 days	20 business days
4	≤ 8 hours	≤ 3 days	30 days

GBS-Produkte Severity-Definition	
Severity	Definition
1	Product functionality is not available to over 90% of users, resulting in critical disruptions to business operation.
2	Key product features do not work with critical time sensitivity, but without massive or serious impact on business operations.
3	Product functionality is compromised, but most operations (e.g. product performance/compatibility issues, logging/monitoring errors, undocumented behaviour) continue with moderate priority
4	Product functionality is not affected (e.g. end-user service, pre-sale, website-related questions); minor usability, GUI issues; How-to questions, product information (e.g. functionality, requirements, setup, etc.) Inquire.

NOTE: In the case of product support, the customer must support the provider and provide him with all requested relevant information. Target resolution times are only applicable if the customer's response time matches this SLA.

Additional information. Vendor may need additional information about the environment used in conjunction with the products or services, or it may need tests to help resolve a problem. At The Provider's request, Customer shall promptly and fully cooperate in providing all necessary information and conducting the necessary tests with respect to Vendor's

service level objectives. The Provider shall not be liable for failure to achieve the Service Level Objectives if the Customer fails to provide the required information upon request. Vendor will maintain sufficient resources, processes, policies, technologies, and safeguards at all times to achieve response time and the desired temporary solution and will continuously strive to find a solution with minimal impact on the Customer.

(3) Reporting

3.1. GBS may prepare annual reports on the activities carried out on the Platform, which include, but are not limited to:

- Platform availability.
- Maintenance work.

3.2. Upon request, GBS may make available incident reports which contain the following:

- Number of open incidents at the customer's site.
- Average resolution time.

Art. 3. Duration.

This SLA is effective upon the conclusion of one or more subscriptions or acceptance of the **GTC GBS Cloud Services** and shall remain in effect until termination or expiration of all subscriptions running under it.

