

Service Level Agreement – BPM-Software of GBTEC Group as Software-as-a-Service

1. Service availability / warranty

- 1.1 GBTEC operates the service continuously, i.e. 24/7 ('operating hours').
- 1.2 GBTEC warrants an availability of the service of at least 99.5% on a 12-month average (see also sec. 2 of the T's& C's SaaS) and thus the technical usability of the service at the service transfer location for use by the customer over the contractually agreed warranty period, which in no case shall exceed the statutory period. The service is deemed to be available if there are no faults of fault class ('FC') 1.
- 1.3 Availability is determined using the following formula: $\text{Availability} = (\text{sum of times in which there were no occurrences of FC1 faults}) / (\text{operating time})$. Excluded from the warranted availability are agreed downtimes due to maintenance and service care, updates, etc. as well as the times during which the service cannot be reached due to technical or other problems that are beyond GBTEC's control (e.g. in the cases described in sec. 3.2 and 3.3 of GBTEC's General Terms and Conditions).

2. Support

In the event of functional failures, malfunctions or impairments of the service, the customer shall first use the available information (e.g. documentation, videos) as well as reports on malfunctions and their rectification published by GBTEC (to be found at '<http://www.gbtec.com>') and attempt to remedy the situation itself. If it is not possible to rectify the fault on this basis, the customer has the option of reporting faults by sending an email to bicsupport@gbtec.com. The customer must describe the error and its effects in as much detail as possible. The customer shall name two or - if agreed with GBTEC - a higher number of administrators with their corresponding email addresses, via which contact with support will subsequently exclusively take place.

GBTEC monitors the availability of the service and implements automated measures to restore availability throughout the operating hours in the event of faults of FC 1. Such automated restoration shall, however, only be carried out to the extent that this is possible while safeguarding the customer's interests, in particular only if GBTEC does not have to access customer data and does not have to change data to do so. Fault reports are only accepted and processed during service hours. The service hours are as follows: Working days (Monday to Friday) from 8.00 am to 6.00 pm (CET/ CEST) with the exception of nationwide public holidays and public holidays in the federal state of North Rhine-Westphalia. Such public holidays are treated as Sundays.

3. Fault classes

GBTEC shall process defects (faults) in the service reported by the customer within a reasonable period of time and according to the following priority. Faults are categorised into three fault classes by mutual agreement between the parties. In the absence of an agreement, GBTEC will take the final decision while considering the justified interests of the customer.

- 3.1 **FC 1 ("very high"):** The service is not available or is severely impaired. This is the case if
- the fault affects functions listed in Annex 1 (the incident or fault is only treated as FC 1 if these core functions fail or are impaired) AND
 - no user can use the affected function and no workaround is possible AND
 - the incident or fault affects the majority of the data (processes, documents, workflows).
- 3.2 **FC 2 ("high"):** The use of the service is not impossible but significantly impaired. This is the case if
- not all criteria of FC 1 are met AND
 - the incident or fault affects a significant part of the data AND
 - an available workaround requires considerable additional effort.
- 3.3 **FC 3 ("low"):** all other incidents or faults.

4. Response and recovery times

Depending on the fault class, GBTEC owes the following response and recovery times:

FC/ incident	Response times	Recovery times
FC 1	4 hours during operating hours	24 hours during operating hours
FC 2	8 hours during service hours	40 hours during service hours
FC 3	16 hours during service hours	80 hours during service hours
Security Breach	4 hours during operating hours	n/a - In the event of a security breach, the customer may request the temporary deactivation of the service. The customer must have named a contact in advance who will confirm the permissibility of the temporary deactivation of the service within a maximum response time of 4 hours. GBTEC will carry out such deactivation in a way that the interests of third parties are not affected.
Security Report	8 hours during service hours	n/a

Response times: The response times owed are met if GBTEC provides qualified feedback on the fault class, an initial assessment of possible remedies and, if available, a description of how to avoid or circumvent the fault within the respective time. If the fault is rectified within

the response time, the aforementioned feedback is not required. In such case the customer will only be notified that fault processing has been completed.

Recovery times: The recovery time for faults of FC1 is met if and when the service has been restored to a state in which there is no longer a fault of FC1. This shall be the case when either the fault has been rectified or the fault level has been reduced within the specified time. If necessary, the service is restored from a system backup. If a malfunction of FC1 is caused by reasons for which the customer bears the risk and responsibility, GBTEC is not obligated to meet any recovery time. If GBTEC offers temporary workarounds for a malfunction and requests the customer to decide on whether such workaround is to be implemented, GBTEC shall only owe compliance with set recovery time if the customer communicates its decision within the following timeframes:

- 30 minutes within the operating hours in the event of faults of FC1,
- 4 hours within the service hours in the event of faults of FC2,
- 8 hours within the service hours in the event of faults of FC3.

5. Penalties

- 5.1 Penalties may only be claimed for exceeding service levels in productively used environments, not in test environments.
- 5.2 The customer may only claim the contractually agreed penalties if it has previously upgraded its system to the newer version of the service in accordance with GBTEC's recommendation and in a timely manner in each case. GBTEC will make such recommendations in text form and set a deadline of 4 weeks for the implementation.
- 5.3 If response times are exceeded, the customer is generally entitled to claim the penalties specified below. However, GBTEC has the right to offset one case of exceeding response times against one case in which the customer has reported faults stating a fault class that was incorrect. Such offsetting is contingent on the fault class in the case of exceeding the response time corresponding to the reported but incorrect fault class. Offsetting in this context means that the customer is not entitled to the contractually stipulated penalty in this case.

Penalties for exceeding SLA ...	Public Cloud	Private Cloud
Response time of FC1	n/a	1.000 €
Response time of FC2	n/a	300 €
Response time of FC3	n/a	100 €
Response time for security breach	n/a	1.000 €
Response time for security report	n/a	100 €
Recovery time of FC1	n/a (but penalty for falling below 99.5% availability, sec. 5.4)	n/a (but penalty for falling below 99.5% availability, sec. 5.4)
Recovery time of FC2	n/a	n/a
Recovery time of FC3	n/a	n/a
Recovery time for security breach	n/a	n/a
Recovery time for security report	n/a	n/a

- 5.4 The customer has the right to reduce the remuneration for each tenth (1/10) of a percentage point below the availability of 99.5 % in the 12-month average in the amount of 0.1 % of the agreed remuneration attributable to one month.

6. Restrictions/ special notices

Faults in software versions that are no longer supported by GBTEC will be corrected by an update to the latest software versions, if they can only be corrected by such programme change.

- 6.1 If a fault is rectified by GBTEC and the customer does not object to such rectification within 5 days, the rectification shall be deemed to have been accepted by the customer.
- 6.2 If the customer reports a fault in the service that does not actually exist and the customer knew or should have known this with appropriate training and use of existing documentation at the time of reporting ('incorrect report'), GBTEC is entitled to additionally claim and invoice the reasonable expenses caused by further incorrect reports, if more than one incorrect report is launched by the customer within the same month.
- 6.3 GBTEC points out that the following services, for which there is no warranty claim due to the absence of a defect, are not covered by the support claim within the scope of the service (sec. 2.1 and 2.2) and - if the customer requests such services - are to be agreed separately between the parties and remunerated based on expenditure. Such services include but are not limited to
- rectification of problems caused by improper use of the service,
 - recovery of the customer's data, unless the data loss is GBTEC's fault and affects all or most of the customer's data,
 - data restoration, unless the data loss is GBTEC's fault and affects all or most of the customer's data,
 - customised programming services, such as adaptations to new products and services, a different hardware and software environment, or modified operating procedures of the customer or its third-party software,
 - support services in relation to functions customised by the customer or non-standard customisations and project results
 - on-site service at the customer's premises,
 - training courses,
 - support services regarding the interaction of the software with third-party software used by the customer, which are not the subject of a separate maintenance contract with GBTEC,

- development of a customer-specific implementation such as scripts, programmes, and configurations,
- assistance with technical questions relating to the application of the service.

6.4 Due to the constantly changing system landscape GBTEC reserves the right to publish support announcement every six months for the following six months.

7. Dealing with system requirements

- 7.1 GBTEC publishes the applicable system requirements for each version and specifies recommended or supported system configurations on the GBTEC website at <https://www.gbtec.com/terms-conditions/>. By using the service, the customer confirms that it has read, understood and accepted the applicable system requirements as part of the contract. GBTEC is only responsible for rectifying defects if the customer meets the system requirements.
- 7.2 GBTEC is not responsible for the quality or performance of the hardware and/or third-party software required by the customer in accordance with the applicable system requirements.
- 7.3 If the system configuration used by the customer is no longer recommended or supported by GBTEC, THE CUSTOMER'S REQUEST FOR CONTINUED COMPREHENSIVE MAINTENANCE SERVICES UNDER THESE TERMS AND CONDITIONS SHALL REQUIRE THE CUSTOMER TO UPGRADE ITS SYSTEM CONFIGURATION TO THE VERSION RECOMMENDED OR SUPPORTED BY GBTEC AT THE TIME.

GBTEC Group

- **Annex 1: Core Functions of the Software**