

Service Level Agreement – BPM-Software of GBTEC Group

as Software-as-a-Service

1. Service availability / warranty

- 1.1 GBTEC uses data centres for the operation of the Service the "system availability" of which amounts to at least 99.5% as an annual average.
- 1.2 GBTEC owes the availability of the Service (see also T's&C's SaaS, clause 2) and thus the technical usability of the Service (24/7) at the service transfer location over the contractually agreed warranty period, which in no case shall exceed the statutory period. Excluded from the availability are downtimes due to maintenance and service care, updates etc. as well as the times in which the Service cannot be reached due to technical or other problems which are beyond GBTEC's control. Concerning a limited availability of the Service see also clauses 3.2 and 3.3 of the current GTC.

2. Support

- 2.1 In case 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 published by GBTEC on malfunctions and their remedies (to be found at <http://www.gbtec.com>) and try to remedy the situation themselves by using such means. Should the defect continue to exist, the customer shall be free to report defects by e-mail to bicsupport@gbtec.com. In doing so, the customer must describe the error and its effects in as much detail as possible. The customer will name two or more (if agreed) administrators and their e-mail addresses, which shall be used exclusively for the customer's contact with GBTEC's support team.

Reports on defects will only be received and processed during the service hours. The service hours are as follows: Workdays (Monday through Friday) from 8.00 a.m. to 6.00 p.m. (CET/ CEST) with the exception of national holidays and public

holidays in the federal state of North Rhine-Westphalia. These are treated as Sundays.

- 2.2** GBTEC will process defects of the Service notified by the customer within a reasonable time and according to the following priority. Each defect is categorised in one of the following “Classes” by the parties by mutual agreement. In the absence of mutual agreement, GBTEC shall decide the category, taking into account the legitimate interests of the customer. **The following reaction times apply, provided that the time frames begin and operate solely within the service hours set forth in clause 2.1 above:**

a.) **Class 1 (“very high”)**: Service is not available or is significantly (severely) restricted (**reaction time: 12 hours**); i.e.:

- functions from a list of core functionalities explicitly set forth in the Service description applicable to the relevant software version are affected (incident, error or fault is only treated as Class 1 in the case of the failure or impairment of these functions) **AND**
- none of the users can use the function concerned and no workaround is possible, **AND**
- the incident, error or fault affects the overwhelming part of the data (processes, documents, work flows)

b.) **Class 2 (“high”)**: Use of the Service is not impossible, but is impaired to a considerable degree (**reaction time: 24 hours**), i.e.:

- Not all the criteria of Class 1 are met **AND**
- the incident or fault affects a considerable part of the data **AND**
- an available workaround requires considerable additional cost.

c.) **Class 3 (“low”)**: all other incidents or errors (**no reaction time owed**). GBTEC aims to rectify the defect by way of an update to the new software version. New versions will be made available via the access to the provided system.

- 2.3** If a defect occurs in a software version that are no longer supported, and the defect can only be corrected by a programme change, it will be corrected by an update to the latest software version supported by GBTEC.

- 2.4 If a defect is corrected by GBTEC and the customer does not object to the correction within 5 days, the correction is deemed to be accepted by the customer.
- 2.5 If a defect of the Service reported by the customer does not exist and the customer knew this at the time of reporting or should have known this with appropriate training and use of existing documentation ("False Report"), GBTEC is entitled, in cases of further False Reports, to separately claim and charge for the reasonable expenses caused by such further False Reports.
- 2.6 GBTEC points out that the following services, for which there is no warranty claim due to the absence of defect, are not covered by the scope of the Service (clauses 2.1 and 2.2). If the customer requires such services, they shall be agreed on in a separate Individual Contract and will be invoiced on a time and material basis:
- rectification of problems caused by use of the Service other than in accordance with the product specifications;
 - salvaging or restoring customer data, unless the loss of data is GBTEC's fault and affects all or most of the customer's data;
 - individual programming services, including support for customer's use of new products and/or services, a changed hardware and software environment, and changes in the operational processes of customer or third-party software used by customer;
 - support services in relation to functions adapted by the customer or non-standard customisations and project results
 - on-site services at customer's premises;
 - training;
 - support services regarding the cooperation of the Service with third party software used by the customer, which are not the subject of a separate maintenance contract with GBTEC;
 - development of a customised implementation such as scripts, programs, configurations and the like; and
 - assistance with technical issues relating to the application of the Service

- 2.7 GBTEC reserves the right to publish the support announcement for the following half-year every six months due to the permanently changing system landscape.

3. **Obligations regarding the system requirements**

- 3.1 GBTEC publishes the system requirements applicable to each version and specifies the recommended and supported system configurations via GBTEC's website at <https://www.gbtec.com/terms-conditions/>. If not published there for a particular BIC product, GBTEC shall make the system requirements available in another way upon request. By using the Service the customer confirms that they have read, understood and accepted the applicable system requirements as part of the contract. GBTEC owes rectification of defects only as far as the customer fulfils the system requirements.
- 3.2 GBTEC is not responsible for the quality or performance of the hardware and/or third-party software on the customer's end, which is required according to the applicable system requirements.
- 3.3 If the system configuration used by the customer is no longer recommended or supported by GBTEC, THE CUSTOMER'S REQUEST FOR FURTHER COMPREHENSIVE MAINTENANCE SERVICES IN ACCORDANCE WITH THESE CONDITIONS REQUIRES THAT THE CUSTOMER CHANGE THEIR SYSTEM CONFIGURATION TO ONE THAT IS RECOMMENDED AND SUPPORTED BY GBTEC.

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