



SCHEDULE 3 - SERVICE LEVEL AGREEMENT (“SLA”) FOR SAAS SERVICE - EMEA

V2.02.00 – valid as of August 1, 2020

This document contains the supplementary provisions on availability, maintenance, and response and recovery times for the software as a service (SaaS) provided by BELLIN and the associated storage space. Please read this SLA carefully as it is the version in force at the time you enter into the SaaS Service contract. If you have questions or comments about this agreement, please do not hesitate to contact us.

1. Subject Matter of the SLA

This SLA shall apply to the SaaS Service provided by BELLIN. BELLIN shall provide a highly secure and available network to the level contractually agreed, in order to supply its customers with the Contractual Services. BELLIN makes every possible endeavor to provide customers with constant access to the SaaS Service. The SLA also contains the provisions on the rights and remedies for the customer in the event that it experiences a service interruption as a result of a failure of BELLIN’s SaaS Service.

2. Definitions

For the purpose of this SLA, the terms in bold below are defined as follows:

- **“Available”** or **“Availability”** means when the customer has unrestricted access to the SaaS Service provided by BELLIN, subject to the exclusions defined under “Downtime” below.
- **“BELLIN Cloud”** means the network within BELLIN’s sphere of control.
- **“Business Days”** means Monday to Friday excluding January 1 and December 25.
- **“Business Hours”** at BELLIN means from 8 a.m. – 6 p.m. CET/CEST on Business Days.
- **“Downtime”** means the total number of minutes, outside Scheduled and Regular Maintenance periods, that the customer cannot access the SaaS Service. The calculation of Downtime excludes time that the customer is unable to access the SaaS Service due to any of the following:
 1. Scheduled Downtime
 2. Customer’s own internet service provider
 3. Force majeure event
 4. Any systemic internet failures
 5. Any failure in the customer’s own hardware, software or network connection
 6. Customer’s bandwidth restrictions
 7. Customer’s acts or omissions
 8. Anything outside of the reasonable control of BELLIN
- **“Emergency Maintenance”** is any maintenance by BELLIN of which the customer has less than 5 Business Days’ advance notice. BELLIN may schedule Emergency Maintenance if it is deemed



necessary to avoid any immediate threat to the environment or customer sites. Maintenance Notifications will be sent to the customer's support contact as defined by the customer.

- **“Failover Tests”** means testing of mission-critical systems which may be performed in order to ensure that BELLIN maintains the highest level of preparedness. These tests will fall outside the weekly maintenance window and the customer will be informed at least 20 Business Days in advance. During the failover testing, customers will experience brief periods of system unavailability.
- **“Maintenance Notifications”** means communication from BELLIN, via an email to the customer's designated support contact, regarding the date and time that BELLIN intends to make the SaaS Service un-available. The customer understands and agrees that there may be instances where BELLIN needs to interrupt the SaaS Service without notice in order to protect the integrity of the SaaS Service due to security issues, virus attacks, spam issues or other unforeseen circumstances.
- **“Maintenance Time”** means the time period during which the SaaS Service may not be available each month so that BELLIN can perform routine maintenance as needed to maximize performance.
- **“Persons Authorized to Issue Instructions”** refers to a main and a backup representative of the customer responsible for receiving communications from BELLIN and authorized under the Data Processing Agreement to issue instructions. BELLIN must be informed promptly, at least by email, in the event of personnel changes, including when staff leave or change roles.
- **“Regular Maintenance”** means maintenance performed as BELLIN strives to ensure the highest level of availability for all customer sites. To do so, regular maintenance may require BELLIN to take systems offline for brief periods of time in order to implement Updates, Releases or changes. BELLIN reserves the right to carry out Regular Maintenance once per week outside of Business Hours.
- **“Response Time”** means the time period until BELLIN's confirmation of the reported defect, from receipt of the information required from the customer for BELLIN's support team to begin resolution and open a support ticket in BELLIN's systems. After receiving a report of a defect, BELLIN shall use an appropriate method to provide the customer with a progress update.
- **“Recovery Point Objective”** or **“RPO”** means the maximum period contractually permitted under Section 4.3 in which data stored or transmitted in the BELLIN Cloud might be lost.
- **“Recovery Time Objective”** or **“RTO”** means the duration of time within which the SaaS Service must be restored once it becomes un-Available.
- **“Scheduled Downtime”** is downtime for Scheduled Maintenance.
- **“Scheduled Maintenance”** shall be understood here to mean maintenance which occurs when BELLIN detects an issue in the BELLIN Cloud environment that requires action to avoid unscheduled maintenance in the future. BELLIN reserves the right to schedule extended maintenance of the BELLIN Cloud environment impacting on the SaaS Service with a minimum of 5 Business Days' notice provided to the customer unless certain circumstances preclude BELLIN from doing so, such as an



external vendor issuing a change control to BELLIN with less than 5 Business Days’ notice. All Scheduled Maintenance will take place outside of Business Hours.

- **“Service Level Credit”** means a credit applied to the customer’s invoice in the invoice period following successful confirmation by BELLIN of affected SaaS Service metrics.
- **“Total Monthly Minutes”** means the number of days in the month multiplied by 1,440 minutes per day.

3. Customer Responsibilities and Obligations to Cooperate

It is the customer’s responsibility to ensure that it meets the following obligations to cooperate and that it does so at no cost to BELLIN:

- have an internet connection with adequate bandwidth (specified and documented in the tm5 Service Description);
- use an internet browser in accordance with the Software’s minimum requirements (specified and documented in the tm5 Service Description);
- the customer is entitled to name up to five (5) employees by email, with names and contact data for verification, who can contact the Support Helpdesk provided by BELLIN. The customer must inform BELLIN immediately of any change in the named employees. The list shall be kept up to date by the customer;
- provide BELLIN, at least by email, with up-to-date information on the Persons Authorized to Issue Instructions, such as personnel changes;
- report all incidents or issues to the Support Helpdesk promptly;
- use anti-virus software with definitions updated daily at a minimum;
- make every effort to be available to BELLIN during the resolution of a service-related incident or a request.

4. Support Levels

4.1 Term of the SLA

This SLA shall apply to the SaaS Service for the duration of the contract for SaaS Service.

4.2 SaaS Service Availability

To ensure that customers have access to their data when they need it, BELLIN uses several levels of protection to provide customers with service availability (uptime) of 99,9%. A detailed service level description is specified in the SaaS Service Description.

Service Level	Basic	Professional	Enterprise
Service Availability	99.9%	99.9%	99.9%

BELLIN uses a third party to measure whether the SaaS Service is Available.

Availability is calculated based on the following formula:

$$A = (T - M - D) / (T - M) \times 100\%$$

A = Availability

T = Total Monthly Minutes

M = Scheduled Downtime

D = Downtime



Scheduled and Regular Maintenance do not constitute un-Availability and are not included in the Availability calculation.

4.3 Recovery

Depending on the service level, BELLIN provides the following recovery attributes:

Service Level	Basic	Professional	Enterprise
Recovery Time Objective (RTO)	8 hours	4 hours	4 hours
Recovery Point Objective (RPO)	24 hours	1 hour	1 hour

4.4 Service Level Credits

If BELLIN cannot meet the Availability specified in this SLA for reasons for which it is responsible, BELLIN shall provide customers with a 100% credit note (Service Level Credit) for every full hour of un-Availability, provided that the customer complies with the requirements set out in Section 4.5. The credit is calculated from the time of outage until the SaaS Service is Available again. BELLIN will issue a credit equal to 100% of the SaaS Service costs per hour. Service Level Credits shall be offset against any claim for loss or damage caused by the customer.

4.5 Remedy and Procedure

The customer's remedy and the procedure for claiming the Service Level Credits under Section 4.4. shall apply if (1) BELLIN fails to meet the agreed availability figures referred to above and (2) the customer cumulatively complies with the following requirements:

1. There must be a support ticket documenting the reported un-Availability within five (5) Business Days of the end of the service interruption;
2. There are no invoice amounts on the customer's account on which the customer is in default;
3. The customer must notify BELLIN at least by email within five (5) Business Days by opening a support ticket and providing the following details together:
 - List the individual functional areas of the SaaS Service that were affected;
 - List the date and time the Downtime occurred;
 - List usernames and email addresses affected by the Downtime;
 - List an estimate of the amount of actual Downtime in minutes;
 - Ticket number of the documented incident.

5. Software Maintenance Services

- BELLIN continually analyzes the Software to find potential for improvement, enhanced security, expanded functionality, and greater user-friendliness. Suggestions by the customer will be analyzed and incorporated into the functionality of the Software at the discretion of BELLIN.
- Enhancements of the Software (Releases) shall be made available to the customer from time to time. All functionality added by a Release shall be governed by the terms of this SLA and included in the subscription costs.
- BELLIN supports older Releases for a minimum of nine months after a new Release is available. After nine months, any issues may be resolved by a fix or an upgrade to a newer Release at BELLIN's discretion.

- In the event of a Software fault, the customer can contact the Support Helpdesk under defined conditions (see section entitled “6 Support Helpdesk”).
- If a security vulnerability is found which does not constitute a defect, BELLIN will make every reasonable effort, within the limits of its operational capability, to fix the vulnerability on all affected Releases not older than 2 years. If such a fix is not possible in an older Release, BELLIN may insist that vulnerable systems are upgraded at short notice to mitigate the security risk.

6. Support Helpdesk

6.1 Service Scope

The BELLIN Support Helpdesk provides technical support and help on all BELLIN products and services. It can be reached via email, phone or web portal during the hours stated under 6.2 and under the following conditions.

The following aspects are covered by the Support Helpdesk:

- System service interruption/outage;
- System service updates/maintenance;
- System service behavior that is not in line with what the customer’s users expect;
- Support regarding functionality.

The following aspects are NOT covered by the Support Helpdesk:

- Requests from third-party provider(s) of the customer;
- Networks, devices, servers and workstations managed by the customer;
- Requests regarding configuration and customization of BELLIN products and services.

6.2 Availability (Service Times)

The BELLIN Support Helpdesk is available to up to five (5) named employees of the customer on Business Days,

- E-mail: support@bellin.com
- Phone Europe: +49 7822 4460-300
- Phone Americas: +1 604 677 2593

BELLIN provides language support in English and German on Business Days as follows:

- English language support:
8 a.m. - 2 a.m. (the following day) CET/CEST
- German language support:
8 a.m. - 5 p.m. CET/CEST

The BELLIN Support Helpdesk cannot be contacted by employees other than those named by the customer.

6.3 Support Helpdesk Response Time

The Support Helpdesk Response Time is defined as the time from when the customer enters the request into the BELLIN ticketing system or from when BELLIN receives an email from the customer to the time when BELLIN replies and starts working on the request. The Response Time is calculated based on the Service Times defined under 6.2. The maximum Response Times vary depending on the



severity of the incident; the priority for resolution is determined by BELLIN when evaluating the customer's request:

Priority for resolution	Description of fault	Response Time
High	Use of the Software or substantial parts thereof or complete processes is impossible (e.g. login is not possible, or payments cannot be approved)	1 hour
Medium	Use of the Software is substantially impaired, but basic use is possible (e.g. certain reports are not functional, a calculation is not correct, or there are issues inputting transactions)	8 hours
Low	The SaaS Service is available but exhibits minor problems not affecting the result (e.g. modules are available, but there are minor effects such as performance problems, graphics are not positioned correctly, or there are issues with displaying data)	At BELLIN's discretion

* Requests sent via email will always be initially treated as "Low" priority