

DICENTIS Hybrid meetings

Service Level Agreement for SaaS Resellers

Last amended: 2023-10-31

This Service Level Agreement, as referenced in Section 5 of the Terms and Conditions for Software as a Service Resellers, sets out the applicable service levels for the Service.

1. General Provisions

- 1.1. This SLA regulates the agreed Availability and certain related aspects of the Service.
- 1.2. This SLA is only valid in conjunction with a Sales Agreement and applies to Reseller Subscriptions. It only applies to Services made available for productive use by Reseller and Subscribers. It does not apply to any non-productive, free, beta or trial versions of a Service.
- 1.3. Bosch's obligations under this SLA only apply to the Service as made available to Reseller and Subscribers at the Handover Point. Bosch is not responsible for data transmission from the Handover Point to the Reseller and Subscribers nor for their respective IT systems.

2. Availability and Service Credits

- 2.1. During the System Runtime Bosch is obliged to provide the Service at the Handover Point with an Availability of 99.2 % per month. The System Runtime is 24 hours per day every day of the year.
- 2.2. Bosch is not required to make the Service available for use in case of scheduled Maintenance Work according to Section 5. If the Service is available during scheduled Maintenance Work according to Section 5, the use of the Service is at Reseller's / Subscribers' own risk. Reseller accepts that during scheduled Maintenance Work the functionalities or performance of the Service might be impaired or otherwise limited and that the Service might need to be suspended or restarted by Bosch without notice. In such cases Reseller will not be entitled to any compensation.
- 2.3. The Availability of the Service is calculated according to the following formula as the percentage proportion of time in the course of a calendar month during the System Runtime.

$$\text{Availability in percent} = \frac{\text{System Runtime} - \text{Downtime}}{\text{System Runtime}} \times 100$$

- 2.4. When calculating the Availability, Downtimes for which Bosch is not responsible, will not be taken into account and for the purposes of calculating Availability, the Service shall be deemed to have been available during these times. Such Downtimes include the following:
 - a) Downtimes due to scheduled or unscheduled Maintenance Work as defined Section 5;
 - b) Downtimes due to Maintenance Work agreed with Reseller in advance;
 - c) Downtimes due to virus or hacker attacks, unless Bosch has not taken reasonable protective measures;
 - d) Downtimes caused by Reseller or Subscribers;
 - e) Downtimes due to malfunctions in Reseller's or Subscribers IT-systems, in particular peripheral applications;
 - f) Downtimes caused by third parties except Bosch's subcontractors.
- 2.5. Reseller must report any impairment of the Availability of the Service to Bosch in accordance with Section 4.
- 2.6. Service Credits

- a) If Bosch is responsible for a failure to meet the agreed Availability according to Section 2.1, Reseller may claim Service Credits in the amount described below:

Deviation of Availability in percentage points below the target availability of 99.2%	Service Credit in % of the total monthly usage fee
< 5	10
>5 – 10	25
>10 – 20	50
>20	100

- b) To claim Service Credits under this Section 2.6, Reseller must submit a written notice to Bosch within ninety (90) business days after the end of the calendar month in which Bosch did not meet the Availability. If Reseller fails to provide such written notice as provided above, such claim is deemed to be time barred and Bosch shall have no obligations.

3. Support

3.1. Support operating times for Bosch's support

Days	Mo	Tue	Wed	Thu	Fr	Sa	Su
Operating Times	08:00 – 22:00	08:00 – 22:00	08:00 – 22:00	08:00 – 22:00	08:00 – 22:00		

- 3.2. Bosch's support is responsible for the remediation of Incidents reported by Reseller according to Section 4.

3.3. Support comprises the following:

- a) A service hotline for accepting and documenting calls from Reseller;
- b) A service desk for receiving Incident reports from Reseller, prioritizing Incident reports according to the urgency of the Incident, analyzing, isolating and solving the Incident;
- c) Coordination between Bosch's and Reseller's support;
- d) Check the Incident resolution and delivery to Reseller/Subscriber.

- 3.4. All times are based on the Central European Time (CET) or Central European Summer Time (CEST).

4. Incident Management

- 4.1. Incident Management comprises all the activities between Bosch and Reseller associated with the notification and management of Incidents until resolution.

4.2. Process

- a) Reseller must notify Bosch of all Incidents reported by Subscribers which cannot be resolved by Reseller's support.
- b) Reseller must provide the following information when reporting an Incident:
 - (1) Description of the Incident;
 - (2) Functionality of the Service affected;
 - (3) Environment affected;

- (4) Date and time when the Incident occurred;
 - (5) Incident Priority;
 - (6) The action(s) which Reseller or a Subscriber has already taken to remedy the Incident and any results from the action to remedy the Incident.
- c) Upon receipt of an Incident notification, Bosch must start the resolution process without undue delay and initial feedback to Reseller must be given within one (1) hour. Bosch's initial feedback must include:
- Preliminary analysis of the Incident's circumstances;
 - Preliminary assessment of the Incident's impact on the Service; and
 - Estimated remediation timeframe.
- d) Bosch must notify Reseller upon closure of an Incident.
- e) Incident processing shall be performed during the support operating times as defined in Section 3.1.
- f) Bosch must provide Reseller with an interface for creating Incident tickets in Bosch's ticketing system. Bosch reserves the right to amend the ticketing system in its sole discretion due to a change in requirements. Any use of the ticketing system by third parties, in particular by Subscribers, is prohibited. The ticket language for all tickets is English.

5. Maintenance Work

- 5.1. Bosch may interrupt the provision of the Service for Maintenance Work.
- 5.2. Bosch shall execute Maintenance every Saturday between 10:00 and 12:00 CET and minimize the interruption of the use of the Service, so that the use of the Service by Reseller and Subscribers is affected as little as possible.
- 5.3. In case of unplanned Maintenance Work Bosch shall announce this fourteen (14) calendar days in advance.
- 5.4. Bosch is also permitted to conduct unscheduled Maintenance Work on the Service for important reasons, e.g. if the Service operation is jeopardized. This includes but is not limited to emergency changes, e.g. the implementation of security patches, which are necessary for securing and maintaining operations and require immediate implementation. Reseller must be notified hereof without undue delay and the unscheduled Maintenance Work must be carried out in such a way as to minimize malfunctions in operational processes as far as possible.

Bosch Security Systems BV