

# SaaS-Service Level Agreement

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This Service Level Agreement governs the provision on service levels, Availability, Maintenance Work, the availability of support, Incident Management and Reporting of Services provided via the Bosch IoT Suite Portal under <http://www.bosch-iot-suite.com> ("Bosch IoT Suite Portal").

## 1. Definitions

- 1.1. **Account** means the authorization to access controlled-access Services of the Provider.
- 1.2. **Agreement** means the agreement between the Customer and the Provider regarding the provision of the Services by the Provider and use of the Services by the Customer.
- 1.3. **Availability** means that the Customer can execute and use the essential functions of the Services at the Handover Point as defined in the Agreement.
- 1.4. **Downtime** means the total number of hours (h) in which the essential functions of the Service as defined in the Agreement are not available for use by the Customer during the System Runtime.
- 1.5. **Handover Point** are the internet hubs of the data center.
- 1.6. **Incident** means any impairment on the Service, such as Downtimes, errors or a reduction of quality.
- 1.7. **Incident Management** means the processing of Incidents.
- 1.8. **Incident Priority** means the severity of the Incident.
- 1.9. **Response Time** means the period of time to start working on a reported Incident by the Customer.
- 1.10. **Maintenance Work** means all maintenance activities required to keep the Service running, to eliminate errors in the Service, to backup data and/or activities required to enhance, enlarge or renew functionalities to ensure that the Service can be used in accordance with the Agreement.
- 1.11. **Service Provision Period** means the time in which the system must be ready for operation.
- 1.12. **SLA** means this Service Level Agreement.

## 2. General Provisions

- 2.1. This SLA sets forth the Availability of the Service and supporting service levels. The Provider shall provide the services as described below in accordance with the price list valid at the time of conclusion of the Agreement.
- 2.2. This SLA applies solely to the Service made available for productive use by the Customer and not apply to any non-productive, free and/or try-out versions of the Service, integration or test systems having unreleased functions or functionality.
- 2.3. This SLA is only valid in conjunction with the Agreement and shall not take effect until Customer and Provider have executed the Agreement.
- 2.4. All obligations of the Provider in this SLA only apply to the Service as made available to the Customer at the Handover Point. Provider is not responsible for data transmission from the Handover Point to the Customer and/or in the area of Customer's IT system.

## 3. Availability and Service Credits

- 3.1. The Provider shall provide the respective Service at the Handover Point during the Service Provision Period with the Availability as described in the respective Pricing & Conditions. Except as otherwise agreed, an availability of 99.50% per month shall be deemed agreed.

- 3.2. The Provider is not required to make the Service available for use in case of Service Provision Period scheduled Maintenance Work according to Section 6. If the Service is available in case of scheduled Maintenance Work according to Section 6, the use of the Service is at risk of Customer. Customer accepts that in case of scheduled Maintenance Work the use of the Service might be limited regarding functionalities or performance and/or that the Service shall be switched off or restarted without notice. If the Service is made available in case of scheduled Maintenance Work and there is a reduction in the functions or functionality of the Service or a reduction of the Availability, Customer shall have no claim for breach of warranty or be entitled to any compensation.
- 3.3. 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 Service Provision Period.

$$\text{Availability in percent} = \frac{\text{Service Provision Period (h)} - \text{Downtime (h)}}{\text{Service Provision Period (h)}} \times 100$$

- 3.4. When calculating the Availability, Downtimes for which the Provider is not responsible, are considered as available times. These Downtimes include the following:
- a) Downtimes due to scheduled or unscheduled Maintenance Work as defined Section 6;
  - b) Downtimes due to Maintenance Work agreed with the Customer in advance;
  - c) Downtimes due to operational disruptions caused by a force majeure event or other unavoidable events beyond Provider's control, which could not be averted with reasonable effort, which could not have been foreseen even when exercising with due care, and which make Provider's obligations under this SLA considerably more difficult or completely or partially impossible, such as strikes, lockouts, exceptional weather conditions, power outages, operational or traffic disruptions and transport obstructions and which discharge Provider from its obligations under this SLA for the duration of such an event. The Corona pandemic currently is ongoing and its duration and impact are unpredictable for the Parties. The Parties assume that the economic life relevant to the Contract will normalize in the next few weeks, in particular that the economic restrictions due to the Corona pandemic will be abolished. However, neither the duration nor the further effects of the measures taken by the affected states against this pandemic are predictable for the Parties. Against this background, the Parties define the Corona pandemic as a case of a force majeure event;
  - d) Downtimes due to virus or hacker attacks, unless the Provider has not taken the reasonable protective measures;
  - e) Downtimes due to interruptions caused by the customer;
  - f) Downtimes due to software errors in Customer's applications or due to errors in the system and system-related software caused by Customer's applications or data;
  - g) Downtimes due to interruptions of third parties for which the Provider is not responsible.
- 3.5. The Customer shall report any impairment on the Availability of the Service to the Provider in accordance with Section 5.
- 3.6. Service Credits
- a) If the Provider is responsible for a failure to meet the agreed Availability, Customer may claim Service Credits up to a cumulative upper limit of 15% of the monthly fee in the amount described below:

Deviation of Availability	Service Credit in %
1% - 1.99% below the agreed Availability	1% of the total monthly usage fee
2% - 4% below the agreed Availability	2% of the total monthly usage fee

>4% below the agreed Availability	An additional 0.5 % of the total monthly usage fee for each next percentage point (1.0 %) of reduced availability
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- b) To claim Service Credits under this Section 3.6, Customer must submit a written notice to Provider within thirty (30) business days after the end of the calendar month in which the Provider did not meet the Availability. If Customer fails to provide such written notice as provided above, such claim is deemed to be time barred and Provider shall have no obligations.
- c) The Customer is also entitled to claim damages or a reduction of the agreed fees according to the provisions of the Agreement, if the Provider is responsible for the failure to meet the agreed Availability. If damages or a reduction of the fees are claimed in addition to the Service Credits, the Provider may offset the Service Credits against the damages or the fee reduction.

## 4. Support

### 4.1. Availability of support

Service Plan	Basic	Bronze	Silver	Gold
Business Days	Monday - Friday	Monday - Friday	Monday - Friday	Monday - Friday
Business Hours	09:00am – 05:00pm	09:00am – 05:00pm	09:00am – 05:00pm	09:00am – 05:00pm
Additional Business Hours for Incidents with Incident Priority 1	-	-	Monday - Friday 06:00am - 10:00pm	Monday - Sunday 12:00am - 12:00am
Language	English	English	English	English

4.2. The support comprises a service desk for receiving Incidents from Customer by means of tickets or e-Mails via [sds.europe@bosch.com](mailto:sds.europe@bosch.com), prioritizing Incident reports according to the urgency of the Incident, analyzing and isolating the Incident.

4.3. All times are based on the Central European Time (CET) or Central European Summer Time (CEST) valid in Germany, excluding public holidays valid in Germany and Bulgaria.

## 5. Incident Management

5.1. Incident Management shall comprise all the activities between the Customer and the Provider associated with the notification and management of Incidents until resolution.

### 5.2. Incident Priority

- a) All Incidents within the Service shall be assigned an Incident Priority which shall determine the target Response Time.

Incident Priority	Description	Response Time			
		Basic	Bronze	Silver	Gold
1 Critical	There is an Incident Priority 1 if the use of the Service or major parts of the Service is completely unavailable or severely restricted for instance due to	<12h during business hours	<8h during business hours	<2h during business hours	<1h during business hours

	malfunctions, false work results or response times.				
2 Major	There is an Incident Priority 2 if, although the use of the Service is not unavailable or severely restricted, for instance due to malfunctions, false work results or response times, the use is subject to restriction(s) which is (are) material.	<12h during business hours	<8h during business hours	<4h during business hours	<2h during business hours
3 Minor	There is an Incident Priority 3 if the use of the Service is not directly and/or significantly/considerably impaired, such as an instance that basic settings which are unfavourably defined or without "nice-to-have" functions.	<12h during business hours	<8h during business hours	<8h during business hours	<4h during business hours
4 None	There is an Incident Priority 4 if there is no limitation of the use of the Service functionalities, e.g. minor flaws, questions or requests for improvement by the Customer, general questions.	<24h during business hours	<24h during business hours	<24h during business hours	<24h during business hours

- b) The Provider shall, in its sole discretion, prioritize Incidents taking into account the definitions included in the table above.

### 5.3. Process and Obligations of Customer

- a) Customer shall immediately notify the Provider of all Incidents.
- b) All Incidents must be communicated to the Provider via ticket system or e-Mail.
- c) Unless explicitly agreed otherwise, the Customer shall nominate to the Provider authorized employees for Incident requests. Customers' employees are automatically authorized by inviting them as a member into the Account of the Customer. Employees not being a member are not authorized to submit Incident requests.
- d) The Customer shall ensure that when the Incident is reported, the Incident reporting must include the following required information:
  - (1) Customer Account name
  - (2) Detailed description of the Incident in order to reproduce the Incident;
  - (3) Service name and functionality of the Service affected;
  - (4) Technical identifier (Service instance ID);
  - (5) Cloud infrastructure and region affected;
  - (6) Date and time when the Incident occurred;
  - (7) Incident Priority;
  - (8) The action(s) which the Customer has already taken to remedy the Incident and any results from the action to remedy the Incident taken by the Customer.
- e) Once the Customer provides all required information, the resolution process shall start and the first feedback after receipt of the Incident report shall be given according to the Response Time in relation to the Incident Priority according to Section 5.2.

- f) The Provider shall notify the Customer upon Incident closure.
- g) Incident processing shall be performed during the business days and business hours as defined in Section 4.1.
- h) The Provider may provide the Customer with an interface for creating Incident tickets in Provider's ticketing system (JIRA). The Provider 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 end customers or suppliers of the Customer, is prohibited. The ticket language for all tickets is English.

## **6. Maintenance Work**

- 6.1. The Provider has the right to interrupt the provision of the Service for Maintenance Work.
- 6.2. The Provider shall plan Maintenance Work to minimize the interruption of the use of the Service, so that the use of the Service by the Customer is affected as little as possible.
- 6.3. Planned Maintenance Work will be announced 30 calendar days in advance at the Bosch IoT Suite Portal.
- 6.4. The Provider 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. The Customer 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.

## **7. Miscellaneous**

The provisions of the Agreement shall remain in full force and effect.

**Bosch Global Software Technologies GmbH**