

SCHEDULE 1: HYBRID SAAS SERVICE LEVEL AGREEMENT

1. BACKGROUND AND PURPOSE OF SCHEDULE

This document is a Schedule to HYBRID's Subscription Services Terms and contains the applicable supplementary provisions on availability, maintenance, response, and recovery times for the HYBRID SaaS Service and the associated storage space. It should be read in accordance with the Agreement for the use of the HYBRID SaaS Service(s) (as defined in the Subscription Services Terms) and any other document incorporated herein by reference.

This Service Level Agreement (SLA) shall apply to the HYBRID SaaS Service. HYBRID shall provide a secure and available network to the level contractually agreed upon, in order to supply its Customer with the contractual agreed upon services.

The SLA also contains provisions, if applicable, on the rights and remedies for the Customer in the event that it experiences a service interruption as a result of a failure of the HYBRID SaaS Service.

2. DEFINITIONS

Capitalized terms used in this SLA and defined in the Subscription Services Terms shall have the same meaning as attributed to them in section 2 of the Subscription Services Terms unless they have been defined otherwise in this SLA. Any capitalized term used in this SLA that is not defined herein shall have the meaning attributed to such term as set forth in section 1 of the Subscription Services Terms.

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

"Available" or **"Availability"** means when the Customer has normal access to the HYBRID SaaS Service subject to the exclusions defined under "Downtime" below.

"Advanced Customer Support (ACS)" means additional Support Services beyond the SLA reserved for Customers with an Advanced Customer Support agreement.

"Business Days" means the Business Days as defined under "Calendar" below.

"Business Hours" means business hours Monday to Friday 09 a.m.- 5 p.m. in the time zone of HYBRID

"Calendar" means the Calendar that HYBRID will publish yearly at the latest 30 days before the start of the calendar year containing information on the Business Days and Hours for the year, planned Updates, New Versions, releases, changes, and Regular Maintenance. HYBRID preserves the right to modify this Calendar throughout the year as it deems fit.

"Customer Data Backup" means the process of creating a copy of all the Customer Data on HYBRID's System that will be used for data recovery.

"Customer Data Backup Retention" means the storing of Customer Data for a specified period.

"Data Recovery" means the process of creating a copy of all the Customer Data on HYBRID's System that will be used for data recovery.

"Downtime" means the total number of minutes that the Customer cannot access the HYBRID SaaS Service, with the exclusion of any Excluded Downtime.

"Emergency Maintenance" means maintenance of which the Customer has less than 5 Business Days' advance notice. HYBRID may schedule Emergency Maintenance if it is deemed necessary to avoid any immediate threat to the HYBRIS SaaS Service or Customer sites as assessed by HYBRID. Maintenance Notifications will be sent to the Customer's Technical Contact unless certain circumstances preclude HYBRID from doing so, such as an external vendor issuing a change control to HYBRID with less than 5 Business Days' notice.

"Excluded Downtime" means The time that the Customer is unable to access the HYBRID SaaS Service due to any of the following:

- Regular Maintenance
- Emergency Maintenance
- Failover and Disaster Recovery Tests
- Customer's internet service provider
- Any systemic internet failures
- Any failure in the Customer's hardware, software, or network connection or Third Party hardware, software, or network connection (other than third-party hardware, software, network connection, or services under Hybrid's direct control)
- Customer's bandwidth restrictions
- Customer's acts or omissions

- Failure of the ISP Provider
- Anything outside or beyond the reasonable control of HYBRID

"Incident" means any event that is a deviation from normal that causes disruption to the HYBRID SaaS Service or could lead to a disruption or a reduction in quality of the HYBRID SaaS Service (this includes monitoring activities that provide early detection of possible Incidents)

"Maintenance Notifications" means any relevant communication from HYBRID via an email to the Customer's Technical Contact regarding the HYBRID SaaS Service including the date and time that HYBRID intends to make the HYBRID SaaS Service unavailable not identified in the Calendar. The Customer understands and agrees that there may be instances where HYBRID needs to interrupt the HYBRID SaaS Service in order to protect the integrity of the HYBRID SaaS Service due to security issues, virus attacks, spam issues, or other unforeseen circumstances. This includes communication related to Emergency Maintenance, Regular Maintenance, and the Maintenance Window.

"Maintenance Window" means the weekly period on Friday between 6.00 a.m. and 8.00 a.m. CET as identified in the Calendar to allow HYBRID to maximize performance. HYBRID has the right to permanently adjust the Maintenance Window through a Maintenance notification.

"Problem" means an unknown cause of one or more Incidents.

"Regular Maintenance" means maintenance performed by HYBRID to ensure the highest level of availability for all Customer sites. To do so, Regular maintenance may require HYBRID to take systems offline for brief periods of time in order to implement Updates, New Versions, or changes. HYBRID reserves the right to carry out Regular Maintenance during the Maintenance Window.

"Response Time" means the period until HYBRID's confirmation of the reported incident, from receipt of the information required from the Customer for HYBRID's support team to begin resolution and open a support ticket in HYBRID's systems.

"Recovery Point Objective" or **"RPO"** means the maximum period contractually permitted under Section 4.3 in which data stored or transmitted in the HYBRID SaaS Service might be lost.

"Recovery Time Objective" or **"RTO"** means the duration of time within which the HYBRID SaaS Service must be fully restored once it becomes unavailable.

"Scheduled Maintenance" shall be understood here to mean maintenance that occurs when HYBRID detects an issue in the HYBRID SaaS Service that requires action to avoid Emergency Maintenance. HYBRID reserves the right to schedule non Regular Maintenance of the HYBRID SaaS Service with a minimum of 5 Business Days' notice provided to the Customer and published in the Calendar. HYBRID will strive to plan Scheduled Maintenance during the Maintenance Window.

"System Availability Percentage" means the availability as defined under 4.2 assuming the availability of the cloud computing platform being used to host the HYBRID SaaS Service

"Technical Contact" refers to the primary contact of the Customer responsible for receiving communications from HYBRID and authorized under the Data Processing Agreement to issue instructions. HYBRID must be informed promptly, at least by email, in the event of a change of Technical Contact.

"Total Monthly Minutes" means the number of days in the month multiplied by 1,440 minutes per day.

"Unplanned Downtime" means the total number of minutes that the Customer cannot access the HYBRID SaaS Service, with the exclusion of the Excluded Downtime.

3. CUSTOMER RESPONSIBILITIES AND OBLIGATIONS

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 HYBRID:

- Have an internet connection with adequate bandwidth in accordance with the Customer's requirements as defined in the Documentation and updated from time to time
- Use an internet browser in accordance with HYBRID's minimum requirements as defined in the Documentation and updated from time to time
- The Technical Contact is entitled to name up to three (3) employees by email, with names and contact data for verification, who can contact the Support Service provided by HYBRID. The Customer must inform HYBRID immediately of any change in the named employees. The list shall be kept up to date by the Customer;
- Provide HYBRID, at least by email, with up-to-date information on the Technical Contact to Issue Instructions, such as personnel changes

- Report all incidents or issues to the Support Service promptly
- Use anti-virus software with definitions updated daily at a minimum
- Make every effort to be available to HYBRID during the resolution of a service-related incident or a request

4. SERVICE LEVELS

4.1 Term

This SLA shall apply to the HYBRID SaaS Service for the duration of the subscription term between Parties as defined in the Order Confirmation.

4.2 HYBRID SaaS Service Availability (uptime)

HYBRID strives to provide a System Availability Percentage of 99,5% with respect to the HYBRID SaaS Service during each calendar month of the Term.

The System Availability Percentage shall be calculated as follows:

$$\text{System Availability Percentage} = \left(\frac{\text{Total Monthly Minutes} - \text{Excluded Downtime} - \text{Downtime}}{\text{Total Monthly Minutes} - \text{Excluded Downtime}} \right) * 100$$

HYBRID shall calculate any unplanned Downtime using HYBRID’s system logs and report this to the Technical Contact on a weekly basis via email.

4.3 Recovery

HYBRID strives to provide the following recovery attributes:

Service Level	Time
Recovery Point Objective (RPO)	24 hours
Recovery Time Objective (RTO)	12 hours
Customer Data Backup	Daily (Business Days)
Customer Data Backup Retention	14 days

5. MAINTENANCE

HYBRID continually analyzes the HYBRID SaaS Service to find potential for improvement, enhanced security, expanded functionality, and greater user-friendliness. Suggestions, feedback, and ideas by the Customer will be analyzed and incorporated into the functionality of the HYBRID SaaS Service at the sole discretion of HYBRID.

Enhancements, Updates, or New Versions, shall be made available to the Customer from time to time. Included in the Subscription Fee is functionality added by an Update or New Version which shall be governed by the terms of this SLA and the Agreement. HYBRID supports older Updates and Versions for three (3) months after a new Update or New Version is available. Any issues may be resolved by a fix or an Upgrade to a New Version at HYBRID’s sole discretion.

In the event of a fault, the Customer can contact the Support Service under-defined conditions (see section “6 Support Service”).

If a security vulnerability is found that does not constitute a defect, HYBRID will make every reasonable effort, within the limits of its operational capability, to fix the vulnerability in the then-current version. If such a fix is not possible in an older Version, HYBRID may insist that vulnerable systems are upgraded at short notice to mitigate the security risk.

6. SUPPORT SERVICE

6.1 Service Scope

The HYBRID Support Service provides technical support in case of an Incident with the HYBRID SaaS Service.

The following aspects are covered by the Support Service:

- System service interruptions/outages;

- System service updates/maintenance;
- System service behavior that is not in line with what the Customer may reasonably expect.

The following aspects are NOT covered by the Support Service:

- Requests from (a) third-party provider(s) of the Customer;
- Networks, devices, servers, and workstations managed by the Customer;
- Support regarding functionality, workflow, and usage optimization
- Requests regarding configuration and (user-specific) customization of HYBRID products and services.

Advanced Customer Support is only for Customers who have an Advanced Customer Support agreement with HYBRID. The exact scope of Advanced Customer Support shall be based on the Customer's requirements and specific business profile.

6.2 Availability (Service Times) and contact

The HYBRID Support Service is available to up to three (3) named employees and the Technical Contact of the Customer during Business Hours to your first-line support channel. Customer is responsible for keeping the list of named employees up to date and informing HYBRID of any changes as soon as possible. The HYBRID Support Service cannot be contacted by employees other than those named by the Customer.

HYBRID provides language support in English during Business Hours.

Support requests can be entered through the HYBRID Support Service ticketing system or via email. During Business Hours the HYBRID Support Service is accessible via phone.

6.3 Remedial Service / Response Time

If Customer identifies an Incident, Customer will promptly report such Incident in writing to HYBRID, specifying

- (a) the nature of the Incident;
- (b) the circumstances under which the Incident was encountered, including the processes that were running at the time that the Incident occurred;
- (c) technical information for the machine upon which the Product was running at the time of the Incident;
- (d) the steps, if any, that Customer took immediately following the Incident; and
- (e) the immediate impact of the Incident upon Customer's ability to operate

The Support Service Response Time is defined as the time from when HYBRID duly receives Customer's support service request (in the manner specified under this section) to the time when HYBRID replies and starts working on the request.

The Resolution Time is defined as the time from when the Customer enters the request into the HYBRID ticketing system or from when HYBRID receives an email from the Customer to the time when HYBRID resolves the Incident.

Upon receipt of such Incident report, HYBRID will evaluate the Incident and classify it in accordance with the Severity Level Table below and respond within the Support Service Response Times provided hereafter. After receiving a report of an Incident, HYBRID shall use an appropriate method to provide the Customer with a progress update.

Priorities for Incident resolution are determined on the basis of the consequences for the business processes. and divided into three categories:

Severity 1 ("Critical"):

- The HYBRID SaaS Service is down and inaccessible for all users
- No workaround available

Severity 2 ("Major"):

- The HYBRID SaaS Service is up and not the cause of the Incident
- The Incident is blocking or impacting >10% or more of the users and no workaround is available
- Parts of a business-critical application is not available, function not properly or perform badly

Severity 3 ("normal"):

- The users can do their work but their productivity is lowered as a result of the Incident

- A function of an application is not available for the users or does not function properly
- The Incident has no immediate consequences for Customer’s business processes
- There is a workaround available

Severity	Response Time (Business Hours)	Resolution time (Business Hours)
Severity 1 (Critical)	≤2h (90%) (24/7)	≤8h (95%)
Severity 2 (Major)	≤8h (85%)	10 Business Days (85%)
Severity 3 (Normal)	5 Business days (85%)	At HYBRID’s Discretion

General support requests will be answered by HYBRID on a best-effort basis and within a reasonable time, taking into account the nature of the support request.

The Response Time is calculated based on the service times during Business Hours. The maximum Response Times vary depending on the severity of the incident. The priority for resolution and severity is determined by HYBRID when evaluating the Customer’s request (Requests sent via email will always be initially treated as “Normal” priority).

7. MISCELLANEOUS

7.1 Amendments

This SLA may be amended at any time by HYBRID by notifying the Customer at the latest thirty (30) days’ before the effective date of the amendment. If the amendment would adversely impact the Customer and the Customer would object to the amendment, the Customer may terminate the Agreement by giving HYBRID a month’s written notice. Such termination is the Customer’s sole and exclusive remedy. If the Customer does not terminate the Agreement as set out herein, the Customer is deemed to have accepted the amendment.

7.2 Maintenance Notices

Maintenance Notices will be provided by email to the Technical Contact.

7.3 Exclusion of non-production, trial, and testing accounts

Any sandbox, staging environment, release review, beta, education, demo, trial, test, developer and/or debugger accounts, and any other nonproduction or test environments are expressly excluded from this Schedule.