

SCHEDULE 1: MYCLOUDFLOW SERVICE LEVEL AGREEMENT

1. BACKGROUND AND PURPOSE OF SCHEDULE

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

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

"Availability" means when the Customer has normal access to the MyCLOUDFLOW Service with the exclusion of Excluded Downtime.

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

"Business Days" means Monday to Friday excluding national holidays.

"Business Hours" means Monday to Friday 09 a.m. - 5 p.m. in the time zone of HYBRID automatically adjusted to reflect changes to daylight savings time.

"Customer Data Backup" means the process of creating a copy of all the Customer Data on the MyCLOUDFLOW Service 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 Customer Data on the MyCLOUDFLOW Service used for Data Recovery.

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

"Emergency Maintenance" means maintenance of which the Customer has less than a 5 Business Days' advance Maintenance Notification. HYBRID may schedule Emergency Maintenance to avoid any immediate threat to the MyCLOUDFLOW Service as assessed by HYBRID.

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

- Regular Maintenance
- Emergency Maintenance
- Failover and Disaster Recovery Tests
- Any systemic internet failures (including failure of the ISP)
- Any failure in the Customer's Or Third Party's hardware, software or network connection
- Customer's bandwidth restrictions
- Customer's acts or omissions
- Anything outside or beyond the reasonable control of HYBRID

"Incident" means any event that is a deviation from normal that causes disruption to the MyCLOUDFLOW Service or could lead to a disruption or a reduction in quality of the MyCLOUDFLOW 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 MyCLOUDFLOW Service including the date and time that HYBRID intends to make the MyCLOUDFLOW Service unavailable. The Customer understands and agrees that there may be instances where HYBRID needs to interrupt the MyCLOUDFLOW Service in order to protect the integrity of the MyCLOUDFLOW Service due to security issues, virus attacks, spam issues, or other unforeseen circumstances. This includes communication related to Emergency Maintenance and Regular Maintenance.

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

"Regular Maintenance" means the weekly maintenance performed on Friday between 6.00 a.m. and 8.00 a.m. CET to ensure the highest level of availability. To do so, Regular Maintenance may require HYBRID to take (part of) the Service offline for brief periods of time in order to implement Updates, New Versions, or changes. HYBRID reserves the right to adjust the time the Regular Maintenance through a Maintenance notification.

"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 Service to begin resolution and open a support ticket.

"Recovery Point Objective" or **"RPO"** means the maximum period contractually permitted in which data stored or transmitted on the MyCLOUDFLOW Service might be lost.

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

"System Availability Percentage" means the availability percentage of the MyCLOUDFLOW Service (uptime) assuming the availability of the cloud computing platform being used to host the MyCLOUDFLOW Service.

"Technical Contact" refers to the primary contact of the Customer responsible for receiving communication from HYBRID and authorized to issue instructions on behalf of the Customer. HYBRID must be informed promptly 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.

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.
- Provide HYBRID, at least by email, with up-to-date information on the Technical Contact to issue instructions, such as personnel changes.
- The Technical Contact is entitled to name up to three (3) named employees by email, with names and contact data for verification, who can contact the HYBRID Support Service. The Customer must inform HYBRID immediately of any change in the named employees or Technical Contact.
- Report all Incidents or issues to the HYBRID Support Service promptly.
- Use anti-virus software with definitions updated daily.
- Make every effort to be available to the HYBRID Support Service during the resolution of an Incident or a request.

4. SERVICE LEVELS

4.1 Term

This SLA shall apply to the MyCLOUDFLOW Service for the duration of the subscription term.

4.2 MyCLOUDFLOW Service Availability (uptime)

HYBRID strives to provide a System Availability Percentage of 99,5% with respect to the MyCLOUDFLOW Service during each calendar month of the subscription 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 calculates Downtime using HYBRID's system logs and automatically reports this via email to the Technical Contact every Friday.

4.3 Recovery

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

Enhancements, Updates, or New Versions, are made available from time to time. Included in the Subscription Fee is functionality added by any 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 an 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. 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.

6. HYBRID SUPPORT SERVICE

6.1 Service Scope

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

The following aspects are covered by the HYBRID Support Service:

- MyCLOUDFLOW Service interruptions/outages;
- MyCLOUDFLOW Service Updates, New Versions and maintenance;
- MyCLOUDFLOW Service behavior that is not in line with what the Customer may reasonably expect.

The following aspects are NOT covered by the HYBRID Support Service:

- Any requests from Customer's third-party provider(s);
- Networks, devices, servers, and workstations managed by the Customer;
- Support regarding functionality, workflow(s), and usage optimization;
- Requests regarding configuration and (user-specific) customization of the MyCLOUDFLOW Service.

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

6.2 HYBRID Support Service times and contact

The HYBRID Support Service is only available to up to three (3) named employees and the Technical Contact of the Customer during Business Hours. The HYBRID Support Service cannot be contacted by employees other than those named by the Customer.

The HYBRID Support Service provides language support in English. 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 and Resolution Times

If Customer identifies an Incident, Customer will promptly report such Incident to the HYBRID Support Service, 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 MyCLOUDFLOW Service 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 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 maximum Response Times vary depending on the severity of the Incident.

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 Response Times provided hereinafter. 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 MyCLOUDFLOW Service is down and inaccessible for all users
- No workaround available

Severity 2 (“Major”):

- The MyCLOUDFLOW 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 are not available, do not function 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 on a best-effort basis and within a reasonable time, taking into account the nature of the specific request. Requests sent via email will always be initially treated as “Normal” priority.

7. MISCELLANEOUS

7.1 Amendments

HYBRID may modify, amend or change this SLA at any time and provide notice of such changes by posting the modified SLA to its website. 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 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.