

Rencore Governance - Service Level Agreement

This Agreement is entered into by and between:

- (i) Rencore GmbH with its registered office at Bayerstrasse 71-73 80335 Munich, Germany ("**Rencore**"),
- (ii) **(Customer)** with its registered office at **(Address)** ("**Customer**"); and

each a "**Party**", together the "**Parties**".

1 DEFINITIONS AND INTERPRETATION

The following capitalized terms shall have the meaning ascribed to them below:

- 1.1 "**Customer Data**" means any information and metadata of Customer contained in Microsoft Office 365 or other services Customer choose to connect to Rencore Governance. Rencore Governance must access this information in order to perform the Services and includes Customer's activity logs in, as well as customizations and configuration made to Microsoft Office 365. Customer Data does not include any content from data files or services, for example e-mails, documents, or messages.
- 1.2 "**Microsoft Office 365**" means the Office 365 platform provided by Microsoft consisting of its associated services.
- 1.3 "**Rencore Governance**" means a platform commercialized by Rencore as "Rencore Governance" that gathers and processes Customer Data in the Microsoft 365 services SharePoint, Power Automate, Power Apps, OneDrive, Teams, Azure AD etc., its configuration or 3rd party extensions, their usage and associated costs as well as activities in Microsoft 365, automatically analyses and applies policies to the Customer Data to alert Customer about violations of such policies.
- 1.4 "**Solution**" means the service "Rencore Governance"

2 Availability

The actual availability of the Solution is calculated daily on the basis of the time period indicated in the service agreement. The Solution is available when it can be accessed within a given period of time at the percentage availability agreed upon.

The agreed-upon level of availability is **99.5%**.

When calculating actual availabilities, the Provider shall not be responsible for the following down times:

- Maintenance periods agreed upon with the Customer and / or
- Other services agreed upon with the Customer that prevent access to the Solution and / or
- Unforeseeable, necessary maintenance work that may arise, provided the reason for the work is not the failure on the part of the Provider to meet obligations regarding the provision of Cloud Services (force majeure, esp. unforeseeable hardware failures, strikes, acts of nature)
- Service degradation of third-party cloud providers (e.g., Microsoft, Cloudflare, etc.), and their services (Azure, Microsoft 365, Azure Active Directory/Authentication, Global DNS, etc.).

In the event that the Provider fails to provide the Solution at the agreed-upon level of availability, the Customer has the right to remedies as stipulated in Sections 3.4 - 3.6.

3 Reporting Service Disruptions, Restoring Services

3.1 The Customer may report the failure to meet availability requirements as an incident. For incidents to be handled in accordance with this SLA, reporting must only be done by trained, authorized personnel via the troubleshooting hotline designated by the Provider. The Provider must be available to respond as follows:

Attribute	Description
Support Hours	Weekdays, 9.00 a.m. to 5.00 p.m. (CET, except German federal holidays).
Service Operation Hours (System is monitored.)	24x7.
On-call service	No.
Incident Management	For security-related incidents, e-mail security@rencore.com for priority action. For all non-security related incidents, contact support@rencore.com which is monitored workdays during business hours 09.00-17.00 CET.

- a) To report an incident, the Customer shall describe it in writing to one of the aforementioned email addresses explaining how and when the incident occurred, which measures have been tried already to resolve it, instructions and if possible screenshots how to reproduce it and information if only specific or all users are affected. When reporting an incident, the Customer shall identify the individuals affiliated with the Customer whom the Provider may contact regarding the incident in question and indicate how these individuals can be reached by phone or e-mail. The Customer shall name contact persons who can be available for the Provider to contact throughout the duration of the incident and at least during the Customer business hours.

b) Incidents subject to the provisions of the SLA are classified as follows:

Priority	Classification	Description
1	Urgent	The required availability falls to below 50% within a period of at least 15 minutes or is entirely unavailable for an uninterrupted period of at least 10 minutes.
2	High	Availability falls to below 50% within a period of at least 60 minutes.
3	Low	Availability falls to below 50% within a period of at least 340 minutes.

c) For incidents subject to the provisions of this SLA, the following requirements apply to the maximum periods of time that may elapse between the moment when troubleshooting begins and when the service is restored (“recovery time”):

Attribute	Description
Recovery time during Support Hours	End of next business day.
Outside Support Hours	Two business days.

3.2 Backup. Data backup and deletion are subject to the provisions in Rencore’s Backup and Data Deletion policies.

3.3 Reports. Upon request from the Customer, the Provider shall prepare an overview of the last month showing compliance with the agreed-upon SOLUTION availability and shall make this available to the Customer for evaluation. This information is also available at any time under <https://status.rencore.com>.

3.4 Compensation Obligation

a) The following provisions are in addition to and do not substitute statutory warranty provisions. The Customer may at any time exercise its rights regarding failure to make the SOLUTION available for use and failure to meet obligations concerning the execution of the SOLUTION.

b) For periods affected by a priority 1 incident, the Customer is exempt from paying the agreed-upon compensation for the SOLUTION subscription. Refunds for this period are prorated, i.e. granted on the basis of the following calculation in this case: *(duration of the priority 1 incident in minutes / 525600) x annual subscription cost.*

c) For periods affected by priority 2 incidents the Customer is exempt from paying 80% of the compensation for the SOLUTION subscription, unless the Customer can demonstrate that the Provider’s liability for deficiencies exempts the Customer from compensation obligations over and above this level. Refunds for this period are prorated, i.e. granted on the basis of the following calculation in this case, unless grounds for further exemptions are proven: *(duration of all priority 2 incidents combined in minutes / 525600) x 0.8 x annual subscription cost.*

3.5 Termination. In the event that three priority 1 disruptions or eight priority 2 disruptions occur within a period of four weeks, the Customer may terminate the Agreement with a notice of 8 weeks.

3.6 Compensation. The Provider shall not require any separate compensation for providing the Cloud Services described in this SLA. If, however, the Customer reports an incident to the Provider and an investigation reveals that the incident did not arise within the Provider’s data network, the Provider can invoice the Customer for the services involved in identifying the incident and charge the Provider’s effective rate for services of this kind, provided that, by exercising proper care, the Customer could have determined that the incident did not arise in the Provider’s data network.

The parties hereto have executed this Agreement with the intent that it be effective on the date when mutually signed unless agreed otherwise.

Customer**Rencore**

By: _____
(Authorized Signature)

By: _____
(Authorized Signature)

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____