

SERVICE LEVEL AGREEMENT FOR SMB SOLUTIONS CLOUD SERVICES

1. Service Level Agreement

This Service Level Agreement for SMB Solutions Cloud Services sets forth the System Availability Service Level Agreement (“**SLA**”) for the productive version of the applicable Cloud Services to which customer has subscribed (“**Cloud Services**”) in an Order Form with SAP.

This Service Level Agreement for Cloud Services shall not apply to any Cloud Service for which a System Availability SLA is explicitly set forth in the applicable Supplemental Terms and Conditions for such Cloud Service or for which the applicability of the System Availability SLA is explicitly excluded in the Agreement.

2. Definitions

“**Downtime**” means the Total Minutes in the Month during which the productive version of the applicable SAP Cloud Service is not available, except for Excluded Downtimes.

“**Month**” means a calendar month.

“**Monthly Subscription Fees**” means the monthly (or 1/12 of the annual fee) subscription fees paid for the Cloud Service which did not meet the System Availability SLA.

“**Total Minutes in the Month**” are measured 24 hours at 7 days a week during a Month. “**UTC**” means Coordinated Universal Time standard.

3. System Availability SLA and Credits

3.1 Claim process, Reports

Customer may claim a credit in the amount described in the table of Section 3.2 below in case of SMB’s failure to meet the System Availability SLA, which credit Customer may apply to a future invoice relating to the SMB Cloud Service that did not meet the System Availability SLA.

Claims under this Service Level Agreement for SMB Cloud Services must be made in good faith and by submitting a support case within thirty (30) business days after the end of the relevant Month in which SMB did not meet the System Availability SLA.

SMB will provide to customers a monthly report describing the System Availability percentage for the applicable SMB Cloud Service either (i) by email following a customer’s request to its assigned SMB account manager, (ii) through the SMB Cloud Service or (iii) through an online portal made available to customers, if and when such online portal becomes available.

3.2 System Availability

System Availability percentage is calculated as follows:

$$\text{System Availability Percentage} = \frac{(\text{Total Minutes per Month} - \text{Excluded Downtime} - \text{Downtime} * 100)}{\text{Total Minutes per Month} - \text{Excluded Downtime}}$$

SMB SOLUTIONS CLOUD SERVICES

System Availability SLA	99.5% System Availability percentage during each Month for productive versions
Credit	2% of Monthly Subscription Fees for each 1% below System Availability SLA, not to exceed 100% of Monthly Subscription Fees
Excluded Downtime	Total Minutes in the Month attributable to: (i) a Scheduled Downtime for which a Regular Maintenance Window is described in Section 4 below, or (ii) any Major Upgrade Window described in Section 5 for which the customer has been notified at least five (5) business days prior to such Major Upgrade Window or (iii) unavailability caused by factors outside of SMB's reasonable control, such as unpredictable and unforeseeable events that could not have been avoided even if reasonable care had been exercised.
Scheduled Downtime	Scheduled Downtime for the applicable SMB Cloud Services to which customer has subscribed is set forth in Section 4 below entitled "Maintenance Windows for SMB Cloud Services".

Maintenance Windows for SMB Solutions Cloud Services

SMB can use the following maintenance windows for Scheduled Downtimes as listed below. Time zones refer to the location of the primary data center where the Cloud Service is hosted. SMB will provide Customer reasonable notice without undue delay of any major upgrades or emergency maintenance to the SMB Solutions Cloud Services.

33 Weekly Maintenance Windows for SMB Solutions Cloud Services – Standard Windows

SMB weekly standard maintenance windows are scheduled as listed below for the Cloud Services in this section:

Start Time per region

MENA	FRI	7 pm	UTC
APJ	SAT	3 pm	UTC
Europe:	SAT	10	
pm UTC Americas	SUN	4 am	UTC

The above-mentioned maintenance windows define the maximum scheduled downtime from which certain cloud services consume only partially.

34 Weekly Maintenance Windows for SMB Solutions Cloud Services – Individual Windows

Due to specific business reasons, the below listed SMB Cloud Services use individual maintenance windows

Cloud Services with individual maintenance window durations		
Cloud Service	Maintenance Window	Duration
SMB Business One Cloud	Europe: MON 12 am UTC Americas: North America: MON 7 am UTC Latin America: MON 4 am UTC	4 hours

4. Major Upgrade Windows for SMB Solutions Cloud Services

For more extensive changes to the SMB Cloud Services such as changing product versions, SMB uses the following Major Upgrade Windows for SMB Cloud Services

SAP Business One Cloud	Up to 4 times per year: Europe, Americas: SAT 9 am – SAT 3 pm UTC
------------------------	---



SMB Solutions
C L O U D S E R V I C E S