

Service description for clients - dbc Smart IT SAP

Contents

1	Objective / Contractual documents	2
2	Service description dbc Smart IT SAP	2
3	Service elements.....	3
3.1	Firewall.....	3
3.2	Virtual server.....	3
3.3	Expansions and changes to the service	3
3.4	One-off services	3
3.5	Secure deletion of data	3
3.6	Internet connection and traffic	4
3.7	Access data / Authentication / Router / Application area	4
4	Conditions and obligations to cooperate.....	4
5	Prices / Contract acceptance.....	5
6	Commencement of a contract	5
7	Billing.....	5
8	Licensing	5
9	Contract duration, payment terms and notice periods	5
10	Approval of solutions.....	5
10.1	System management / Definition of availability.....	5
11	Service Level Agreement SLA / dbc Smart IT SAP.....	6
11.1	Service Level SLA - general (all sites/data centers).....	6
11.1.1	Introduction.....	6
11.1.2	Servers – capacity.....	6
11.1.3	Data storage	6
11.1.4	No archiving within the meaning of the GoBD	6
11.1.5	Support of components (hardware or software):	6
11.1.6	Communication channels.....	7
11.1.7	Usage times	7
11.1.8	Support times	7
11.1.9	Installation Support / Remote hands.....	7
11.1.10	Waiting times	7
11.1.11	Disclaimer and limitation.....	7

11.1.12	Limitations on guarantees of availability	7
11.2	SLA site Hüllhorst (Germany)	8
11.2.1	Availability of the data center services / Measurement methods	8
11.2.2	Non-compliance with the service levels	8
11.2.3	Support times	8
11.2.4	Usage times	8
11.2.5	Waiting times.....	8
11.2.6	Specific maintenance time	8
12	Data backup.....	8
12.1	Data backup - general	8
12.2	Data backup - volume and storage	9
12.3	Redundant data storage	9
12.4	Data encryption.....	9
12.5	Data restore	9
12.6	Working with Volume Shadow Copy Service	9
12.7	Third-party VSS.....	9
12.8	Do not integrate new or renamed drives / Warning!!!!.....	9
12.9	File system supported	9

1 Objective / Contractual documents

dbc Smart IT SAP is a high-level standardized solution that provides "SAP Business One clients" with up to 12 users with a data center infrastructure platform in Germany.

CP Wave GmbH provides the data center solutions "dbc deutschlands business-cloud" from the ISO 27001 certified cooperation partner Capeletti & Perl Gesellschaft für Datentechnik mbH (C&P) for SAP Business One clients.

The services provided by the cooperation partner C&P are described in detail below.

The services described are provided based on this service description, the "dbc Smart IT SAP" contract, the "dbc special contractual terms and conditions" for the provision of data center services "dbc deutschlands business-cloud", and the general terms and conditions (GTC) of CP Wave GmbH (documents listed in order of precedence).

2 Service description dbc Smart IT SAP

dbc Smart IT SAP is based on the provision of virtual servers or virtual resources in a shared IT environment. Smart indicates that not all areas can be customized and are subject to enhanced restrictions. Some technical resources (e.g. RAM and storage space) can be expanded as requirements increase. The data centers for data storage are located in Germany.

Server updates by the servers and programs managed by C&P are centralized based on the provider's internal specifications. It is not possible to stipulate individual special provisions regarding the timing or scope of the updates.

3 Service elements

3.1 Firewall

The services are provided in the cloud via a redundant, central firewall system. A virtual firewall cannot be used, as firewalling is carried out exclusively by C&P.

3.2 Virtual server

dbc Smart IT SAP includes shared virtual server systems that are managed by CP Wave GmbH and C&P in its basic platform. These are virtual server systems that perform the following roles:

- Central authentication of computers and users via the domain controller
- Management of user access and brokering of Citrix connections via the desktop delivery controller (DDC)
- Central server for two-factor authentication
- A maximum of one (1) virtual terminal server can be used! The virtual server does not have a dedicated graphics card. All graphics content is calculated and processed by the virtual processor cores (vCores). The terminal server can only be ordered with a C: partition.
- The Cloud Control Center for SAP Business One (CCC) provided by SAP is used among others to assign the SAP client software to the HANA database instance on the HANA database server. Updates to the CCC are carried out exclusively by CP Wave GmbH.
- Furthermore, the HANA database server is provided as a shared server and is updated exclusively by CP Wave GmbH.

3.3 Expansions and changes to the service

Certain expansions of resources are possible in principle, and must be requested via a specific order. Potential expansions include upgrading the main memory, expanding storage and increasing virtual processor cores (vCores).

Changes and expansions may lead to a short-term unavailability (downtime) of the system or a system restart. This scheduled downtime is excluded from the availability calculation and is carried out in principle in the designated maintenance windows as agreed with the client.

Additional virtual server systems cannot be integrated under dbc Smart IT SAP. The "Professional" contract type provided by C&P is available for this purpose.

3.4 One-off services

One-off services can be ordered through the CP Wave GmbH sales department. These services will be charged as a lump sum or based on the time spent. Examples of one-off services:

- System reset
- Restoration of data from the data backup within the agreed retention period.

3.5 Secure deletion of data

If an individual order is terminated, the hard disks of the server, the allocated storage areas and the corresponding user drives will be automatically deleted at the end of the contract or no later than after 14 days. The deletion of the data is irrevocable and any existing backup data will also be deleted. After successful deletion, the client/partner may receive a deletion confirmation upon request.

The provision of complete virtual servers (including operating system) is not possible due to the licensing forms or lease licenses used and the interdependence in the overall system.

Access to the data center will be disabled upon termination of the contract. Any hardware provided, e.g. routers, must be returned to CP Wave GmbH within 14 days. If the equipment is not returned within this period, the equipment will be invoiced to the client.

3.6 Internet connection and traffic

A peak bandwidth of 100 Mbit/s is available for the service packages. Internet traffic of 500 GB/month per network package is included. In the event of significant additional demand, CP Wave GmbH reserves the right to charge for such demand after consultation with the client.

3.7 Access data / Authentication / Router / Application area

The client will receive the relevant access data by email when the service is provided. This data must be stored securely.

User authentication is always carried out via two-factor authentication.

Two-factor authentication takes place via SMS to a mobile device. The mobile terminal must be able to be assigned to the user on a personalized basis and identified by a unique call number. The mobile terminal must be provided by the client and is not supplied as part of this service. Alternatively, two-factor authentication via a hardware token released by C&P is supported. The hardware token must be purchased separately.

User access including the user data (e.g. email address, mobile phone number) must be communicated to CP Wave GmbH. Accounts will only be set up for which the user form is fully completed.

Access to the environment is only possible for users via the Citrix Application Delivery Controller (formerly Citrix Netscaler) access (or ADC) with two-factor authentication.

Access via routers or dbc routers is not possible.

An Azure AD Connect and a profile management (e.g. CITRIX or MICROSOFT) is not supported!

No user names in "plain text" are supported to ensure the highest level of data protection. C&P assigns users centrally in the form of number sequences.

4 Conditions and obligations to cooperate

The following conditions and obligations to cooperate on the part of the client apply to the provision of services:

- The client is responsible for providing the necessary Internet connections. The client shall bear the costs for the Internet connections. The connections must be stable and have the required bandwidth.
- The client shall provide the data required for the set-up.
- The client shall provide a competent contact person who is able to make decisions.
- The client must notify CP Wave GmbH of the creation or deletion of employees (users). The instructions must be complete and signed in a manner that is legally binding.
- The client shall keep the systems free of malware to the best of its ability, and shall cooperate in the revision process in a sustainable and timely manner. The client will perform or enable the deletion of files infected with malware within the systems provided.
- The client is responsible for the data quality of the personal and organizational data provided.
- The client shall ensure that the telephone numbers of the users including their extension are communicated.
- The client should refrain from running scripts, measuring tools or other monitoring programs that place permanent and very high or maximum loads on the system performance. C&P reserves the right to reduce the performance of such systems or, where necessary to disable them.
- Citrix Receiver updates will be announced by C&P. The partner shall run the updates on the local PC systems.
- The basic platform is updated exclusively via C&P. Updates are carried out regularly without prior notice during maintenance times between 12.00 am (midnight) and 5.00 am.

If any of the conditions described herein are not fulfilled, CP Wave GmbH shall not be obliged to provide the service described in the quality offered.

These obligations to cooperate shall, in principle, be performed in a quality that allows C&P to fulfill its contractual obligations without incurring additional costs. C&P/CP Wave GmbH shall incur no costs owing to delays in the provision of services and/or breaches of the agreed service levels that are attributable to the client's failure to fulfill its obligations to cooperate or for which C&P/CP Wave GmbH is not responsible.

5 Prices / Contract acceptance

CP Wave GmbH provides its services upon acceptance of the contract. The prices in the current price lists apply or the prices correspond to the amounts indicated in the respective individual contracts. All offers are for commercial enterprises or corporate clients only, and not for private individuals. All the amounts indicated are net plus the statutory rate of value added tax.

CP Wave GmbH may reject an order or a contract. Acceptance of a contract takes place by countersigning a contract, by sending the access data or by the commencement of the service provision.

6 Commencement of a contract

The contract and the provision of services by CP Wave GmbH shall essentially commence on the date agreed in the contract.

Should the client request services to be provided early for organizational preparatory measures, CP Wave GmbH shall be entitled to invoice the monthly fee for the early provision.

7 Billing

Billing shall take place from the time the access data transmitted to the client. The billing period is monthly.

Partial months are calculated as full months.

Fees/amounts for all the fixed services shall be due in advance on the first working day of the month.

A direct debit mandate must be issued for all contracts/orders. All the resources used are billed monthly based on consumption within the client environment.

In consumption-based billing, some volumes are always billed as a minimum volume and cannot be reduced. Examples of this are: HANA with a 10 GB database, 2 GB working memory per user, 10 GB data area on the file server.

8 Licensing

C&P provides a selection of operating systems and licenses within the scope of the offer, which are generally preinstalled by C&P.

When using Citrix and Microsoft products, only the provider/lease licenses provided by C&P may be used in the C&P environment.

There must therefore be no mixing of different licensing models of Microsoft products. Each Microsoft license holder is responsible for the correct licensing conditions and must adhere to the respective licensing terms.

The client is responsible for the sustainable and accurate indication of the licenses (in particular the user numbers).

The reporting and billing of the licenses provided by C&P is carried out by C&P. The respective license conditions of the manufacturers apply to all the software products. Should manufacturers impose mandatory reporting requirements, the client is obliged to participate in the reporting to the extent necessary and at its own cost.

9 Contract duration, payment terms and notice periods

The minimum contract period is 12 months. The contractual term shall be automatically extended by a further 12 months in each case, unless a reduction or cancellation is issued in writing no later than 4 months prior to the end of such contractual term.

Subscriptions may be renewed at any time (starter subscriptions up to a maximum of 5 users). Subscription extensions will have the same term (end of term) as the basic subscription.

Payment is made monthly in advance by SEPA direct debit.

10 Approval of solutions

See document or annex "List of additional options."

10.1 System management / Definition of availability

The availability of the systems refers to the technical functionality and accessibility of the cluster of virtual machines and the connection components in the data center. C&P does not guarantee the proper functioning of operating and user software. The terms of use of the respective licensors apply exclusively here.

Availability is defined as the ability to access the contractual systems in the data center during the defined core usage times.

The availability of access is constantly monitored and documented by C&P. An availability check is carried out on the components in the data center that are relevant for the provision for this purpose. These availability checks are the basis for the calculation of availability.

Service outages scheduled with the client or caused by the client shall not be to the detriment of availability. The only decisive factor here is the availability of the cluster of virtual machines or the connection components in the data center and therefore the availability of the systems forming the object of the contract.

All service/performance guarantees or assurances of availability apply exclusively to the services provided in the data centers. However, they do not apply to devices (e.g. routers, DFS servers, etc.) that are provided to be operated at the client site. Here, a corresponding delivery time must be taken into account in the event of a failure.

11 Service Level Agreement SLA / dbc Smart IT SAP

11.1 Service Level SLA - general (all sites/data centers)

11.1.1 Introduction

The optimum use of data center services requires a clear description of the services. The services and service levels may therefore be estimated for all business partners involved and enable a high degree of planning security for IT use.

This Service Level Agreement ensures the quality of the services agreed between C&P and its clients/partners by assuring certain service levels with respect to the following.

This service description specifies the services of dbc Smart IT SAP.

Unless otherwise agreed, the current version of this contract at the time of the conclusion of the contract or part of the contract shall apply to existing and future contractual relationships between CP Wave GmbH and the client.

11.1.2 Servers – capacity

C&P generally provides the services in the data center on a cluster of virtual machines.

This is the provision of a functionality or computer performance that is not linked to customized devices. The function or computer performance is provided as a service. When the contract is terminated, only the respective data may be surrendered, and not the devices on which the services were operating.

11.1.3 Data storage

C&P shall provide the corresponding agreed storage capacity for the storage of data.

The collection, storage and processing of the data is the sole responsibility of the client/partner. The client/partner shall remain the owner of the data at all times.

C&P and CP Wave GmbH will never be considered the owners of data and may not disclose such data to third parties without the client's permission. C&P and CP Wave GmbH may not delete data prior to the termination of the contract without express instructions from the client.

11.1.4 No archiving within the meaning of the GoBD

The storage and backup of data does not constitute audit-proof data archiving within the meaning of the "Principles for the correct management and storage of books, records and documents in electronic form and for data access" GoBD (formerly GDPdU or GoBS).

The client must take suitable measures for this purpose.

11.1.5 Support of components (hardware or software):

C&P provides no assurances with respect to function for hardware (e.g. printers, digital copying systems and other components supplied by the client) or software. The client shall check any components used by the client for compatibility.

11.1.6 Communication channels

The basic reporting center for all malfunctions/faults and service requests is the CP Wave GmbH hotline. The client may submit inquiries and reports via the following communication or reporting channels:

- | | | |
|-------------|--|--------------------|
| • Email | support@cpwave.de | Date: January 2021 |
| • Telephone | +49 40 236 22 180 | Date: January 2021 |
| • Fax | +49 40 23 622 199 | Date: January 2021 |
| • Letter | to CP Wave GmbH Address | Date: January 2021 |

The current contact details are available on the CP Wave GmbH website: www.cpwave.de.

11.1.7 Usage times

The services are generally available 24 hours, 7 days a week. However, C&P guarantees availability during the specified usage times only. These are indicated separately for the individual data center locations.

11.1.8 Support times

The support time is the period during which the technical client service responsible for the respective product can be reached via the respective communication channel. Responses to messages received or service requests are only sent within the support hours.

11.1.9 Installation Support / Remote hands

C&P offers its clients/partners support with installations or migrations by prior appointment. The dates will be coordinated via the designated reporting channels and require an appropriate lead time. Support services will be charged at CP Wave GmbH's current hourly rates. Billing is per quarter hour or part thereof (15 minutes).

11.1.10 Waiting times

Maintenance times are agreed for regular, scheduled or unscheduled maintenance work on the C&P systems which are necessary for the maintenance and security of the data center operation or the implementation of updates or upgrades. These are indicated separately for the individual data center locations. A lack of availability due to these necessary works are not defined as downtime.

C&P may also carry out service and maintenance work during the special maintenance periods. However, the client will generally be notified of this via email 5 days in advance. The information will be sent to the email accounts specified by the client (max. 5 accounts). C&P does not require a read receipt for the information.

11.1.11 Disclaimer and limitation

C&P/CP Wave GmbH shall only be liable in the event of non-compliance with the service levels if C&P/CP Wave GmbH is responsible for such non-compliance. In particular, C&P/CP Wave GmbH shall not be liable for:

1. Outages for which C&P/CP Wave GmbH is not directly responsible, in particular forces of nature, external DNS and routing problems of the Internet, attacks on C&P/CP Wave GmbH (network or mail infrastructure (DDoS/viruses/attacks) and outages of parts of the Internet outside the control of C&P/CP Wave GmbH.
2. Failures caused by the client/partner, in particular failures caused by incoming/outgoing hacker attacks (DDoS) due to faulty or insufficient maintenance of the client's own hardware and software.
3. Failures due to the improper use of client-owned hardware or software, faulty repairs to such hardware or software or a failure to install, operate and maintain systems in accordance with the manufacturer's guidelines.
4. Failures arising from errors in the client's user software. Notably in the event of unusually high demands on system performance, e.g. Use of RAM or processor arising from software errors.
5. Failures that fall within the defined times of the maintenance windows.

11.1.12 Limitations on guarantees of availability

All service/performance guarantees or assurances of availability apply exclusively to the services provided in the data centers. However, they do not apply to devices (routers, DFS servers, etc.) provided to operate at the client site. Here, a corresponding delivery time must be taken into account in the event of a failure.

11.2 SLA site Hüllhorst (Germany)

11.2.1 Availability of the data center services / Measurement methods

The availability of the data center services refers to their accessibility or availability at the data center service transfer point. The service transfer point is located at the outbound router of the data center. All the technical service levels are charged and measured up to this point.

Availability is therefore recorded using monitoring systems.

C&P guarantees a monthly average availability of 99.5% of the data center services during the usage times. This service level is considered as fulfilled provided the actual availability of the services does not fall below this value in the respective month.

11.2.2 Non-compliance with the service levels

Should CP Wave GmbH fail to fulfill the guaranteed availability, CP Wave GmbH will grant the client a credit note, provided that the client notifies CP Wave GmbH of this in writing by letter or fax within two weeks from the end of the month for which the respective credit note is requested.

The credit calculation is based on the charges paid for the data center services in the corresponding month. This matrix indicates the levels of credit granted for non-compliance with availability:

Availability	Proportionate reimbursement
100 – 99.5%	0%
< 99.5 – 99.0%	30%
< 99.0 – 98%	50%
< 98%	100%

Further claims against CP Wave GmbH, in particular claims for compensation for indirect and consequential damages, e.g. business interruptions, lost sales or profits, loss of data and information, etc., are only possible within the scope of liability under the CP Wave GmbH General Terms and Conditions.

11.2.3 Support times

Times during which clients can contact CP Wave by telephone:

Monday – Thursday	8.00 am to 5.00 pm
Friday	8.00 am to 3.30 pm

11.2.4 Usage times

Monday – Friday	5.00 am to 12.00 am (midnight)
Saturday	7.00 am to 11.00 pm
Sunday	7.00 am to 10.00 pm

11.2.5 Waiting times

Tuesday - Friday	12.00 am (midnight) to 5.00 am
Saturday	12.00 am to 7.00 am
Sat / Sun	Sat 11.00 pm to Sun 7.00 am
Sun / Mon	Sun 10.00 pm to Mon 5.00 am

11.2.6 Specific maintenance time

C&P may carry out service and maintenance work on Saturdays and Sundays from 8.00 am to 12.00 am (midnight).

12 Data backup

12.1 Data backup - general

Each virtual server will be provided with the data backup facility if ordered accordingly by C&P. C&P monitors the results of the backups carried out from Monday to Friday. The data backups for weekends and public holidays are examined on the first working day following the holiday.

12.2 Data backup - volume and storage

Each server is backed up once (1) daily (generally at night) and set up in the backup with the following backup points:

1. Daily backup of up to 30 days in a calendar month. (30 restore points)
2. 11 Monthly backups on the last day of each month. (11 restore points)

12.3 Redundant data storage

Data backup is basically geo-redundant (tier 3). The backups are performed once to storage systems within the data center. In addition, backups are replicated to a geographically remote location. Both locations are located in Germany.

12.4 Data encryption

The client software carries out a full encryption of the backup data transfer (AES 128 bit) and the data stored on the online backup platform is ensured using the current encryption standard (AES 256 bit).

A password must be assigned when creating the backup job. This password protects the data set from unauthorized access.

12.5 Data restore

Data backups are specific services and are charged separately. Database applications (e.g.: MS SQL or MS Exchange) can normally only be restored for whole days. For file-level applications, individual files can be restored from the corresponding existing backups. Data restores can only be carried out via C&P.

12.6 Working with Volume Shadow Copy Service

The backup agent uses Microsoft VSS providers for the backup during operation, if necessary. The function of the VSS provider cannot be disabled by the client. No in-house VSS providers are installed by the backup agents.

12.7 Third-party VSS

Third-party VSS providers cannot be used, and will result in errors. They must be removed from the system to ensure the correct system function.

12.8 Do not integrate new or renamed drives / Warning!!!!

Drives are manually assigned to the backup during the setup process. Drives that are added at a later date or renamed are not automatically recognized by the data backup. If the client subsequently installs additional drives or renames existing drives, these must be registered for data backup via the correct reporting channels. The client shall monitor the integration of the drives via the ticket confirmation.

The client should also inform potential third-party service providers in this respect.

12.9 File system supported

The NTFS file system is provided as standard for all Windows systems. The use of additional functions, e.g. deduplication, encryption, spanned volumes or other third-party products that result in changes to the file system is prohibited.