

# CCI Platform Service Level Agreement

This Comarch Service Level Agreement (this “SLA”) is a policy governing the use of CCI Platform by you or the entity you represent (“you”) under the terms of the ..... (the “Comarch Agreement”) between Comarch SA, and its affiliates (“Comarch”, “us” or “we”) and you. This SLA applies separately to each account using the CCI Platform. Unless otherwise provided herein, this SLA is subject to the terms of the Comarch Agreement and capitalized terms will have the meaning specified in the Comarch Agreement. We reserve the right to change, delete or add the terms of this SLA in accordance with the Comarch Agreement.

## Definitions

“**CCI Platform**” means a suite of public and private cloud computing services offered by Comarch. The CCI platform includes a range of hosted services for compute, storage and application development that run on Comarch hardware.

“**Discount**” means a percentage of the total charges paid by you, excluding one-time payments, for either CCI Platform in the Availability Zone affected for the monthly billing cycle.

“**Availability Zone**” and “**AZ**” means an isolated location within a Comarch Data Center identified by an unique name.

“**Unavailable**” and “**Unavailability**” means all of your running instances or running tasks, as applicable, have no external connectivity.

“**Downtime**” means loss of external connectivity or persistent disk access for all running instances, when instances are placed across two or more Availability Zone.

“**Downtime Period**” means a period of one or more consecutive minutes of Downtime. A period of less than one minute will not be counted towards any Downtime Periods.

“**Monthly Uptime Percentage**” means total number of minutes in a billing month, minus the number of minutes of Downtime suffered from all Downtime Periods in a billing month, divided by the total number of minutes in a billing month. Monthly Uptime Percentage measurements exclude downtime resulting directly or indirectly from any Comarch SLA Exclusion (defined below). Monthly Uptime Percentage is represented by the following formula:

$$\text{Monthly Uptime Percentage} = \frac{(\text{Total Number of Minutes} - \text{Downtime})}{\text{Total Number of Minutes}} \times 100$$

## Service Commitments

Comarch will use commercially reasonable efforts to make the CCI Platform available with a Monthly Uptime Percentage (defined below) of at least 99.95% for cloud environment located in one Availability Zone and 99,99% for cloud environment located in two or more Availability Zone, in each case during any monthly billing cycle (the “Service Commitment”). In the event any of CCI Platform doesn’t meet the Service Commitment, you will be eligible to receive a discount as described below.

Cloud Environment Located in one Availability Zone		
	Monthly Uptime Percentage	Discount Percentage
1.	Less than 99.95% but equal to or greater than 99.0%	5%
2.	Less than 99.0%	15%

Cloud Environment Located in two or more Availability Zone		
	Monthly Uptime Percentage	Discount Percentage
1.	Less than 99.99% but equal to or greater than 99.0%	10%
2.	Less than 99.0%	30%

Comarch will apply any discount only against future CCI Platform payments. Discount will be included in the next invoice as the amount reducing the monthly payment. Discount will not entitle you to any refund or other payment from Comarch. A discount will be applicable and issued only if the discount amount for the applicable monthly billing cycle is greater than one Euro (1 EUR).

### Discount Request and Payment Procedures

To receive a Discount, you must submit a claim by opening a case in the Comarch Cloud Support Center. You must have completed at least one billing cycle with CCI Platform prior to being eligible to receive Discount. To be eligible, the discount request must be filed by customers within 30 calendar days from when the issue occurred that caused and claim must include at least the following information:

- the words “SLA Discount Request” in the subject line;
- the dates, times and duration of each Unavailability incident that you are claiming;
- the name of Availability Zone;
- the affected CCI instance or volume IDs;
- a detailed description of the incident, including the logs or messages for request failure documenting the errors and claimed outage;
- any other information that we reasonably ask you to provide to support your claim.

Comarch will use commercially reasonable efforts to process claims within 60 days of Comarch’s receipt of a claim. Your failure to submit the claim within this time will be deemed to be an irrevocable waiver of your right to claim and receive such Discount.

Once we receive your claim, we will review and evaluate your claim and may require your co-operation in conducting a joint investigation to ascertain whether the SLA has been breached and if so, the cause of the failure.

We will make a good faith determination if a discount is to be granted to you in our sole discretion and will inform you the result as soon as reasonably practicable. We will use commercially reasonable effort to process your claim and grant the Discount to you as early as possible.

## SLA Exclusions

This SLA does not apply to any performance or availability issues or events:

- that caused by factors outside of Comarch's reasonable control, including any force majeure event or Internet access or related problems beyond the demarcation point of CCI Platform, earthquakes or failure of telecommunications infrastructure or systems;
- that result from any actions or inactions on your part in connection with your use of the Service, including your negligence or authorize operations;
- that arise out of your or any third parties' (not under our direct control) equipment, software, and/or technology, or relevant configurations not directly operated by CCI Platform;
- that result from any faults or configuration changes on the networks or equipment which do not belong to Comarch;
- that result from your failure to adhere to any required configurations for the use of the CCI Platform;
- that result from failures of individual instances or volumes not attributable to Availability Zone;
- caused by Customer's use of the CCI Platform after Comarch advised Customer to modify its use of the CCI Platform, if Customer did not modify its use as advised;
- arising from our suspension and termination of your right to use CCI Platform in accordance with the CCI Platform Agreement
- that result from any maintenance as provided for pursuant to the CCI Platform Agreement
- that result from your illegal or unlawful use of the CCI Platform, or by other means;
  - events that result from your non-payment of any charges payable to Comarch;
  - events that result from loss or leakage of data, tokens, passwords, ssh-key and so on due to your improper maintenance;
  - events that result from the unauthorized access to your applications;
  - events that result from critical accidents or failure of the relevant internet service provider(s);