

Service Level Agreement

Brembo and Customer entered into a Master Software Agreement (“**Agreement**”). This service level agreement describes the Cloud Services’ technical support and availability which Brembo provides to the Customer (“**Service Level Agreement**”). Capitalized terms have the meaning as defined elsewhere in the Agreement.

1. Definitions

“**Business Day**” means a day other than a Saturday or Sunday on which banks in Milan are normally open for general business.

“**SLA Exclusions**” means unavailability or any other performance issue causing downtime of the Cloud Services as a result of: (i) scheduled maintenance within a regular maintenance window; (ii) downtime for which at least 24 hours prior notice is provided to the Customer; (iii) factors outside Brembo’s reasonable control; (iv) actions or inactions of the Customer or any third party; (v) any equipment, software or other technology not provided by Brembo; or (vi) suspension or termination of Cloud Services in accordance with the Agreement.

“**Month**” means a calendar month.

“**Monthly Availability**” means the percentage of time the Cloud Services are available on average during a Month, based on Uptime and Total Time.

“**Support Hours**” means the hours during which Brembo will provide support as specified in Section 2.2 of this Service Level Agreement.

“**Total Time**” means all of the time during a Month (in minutes), less any time attributed directly or indirectly to SLA Exclusions.

“**Uptime**” means all of the time during a Month (in minutes) when the Cloud Services are available for production use (i.e., user login and access and use of user interfaces).

2. Technical Support

- 2.1 **Support.** Customer may require technical support to Brembo via email, or Customer Management System (CMS) if available, during the Support Hours, for any issues or queries related to the Cloud Services.
- 2.2 **Support Hours.** Brembo shall provide support during the following Support Hours: Monday to Friday, from 9:00 a.m. to 5:00 p.m. (Eastern Time), excluding public holidays.
- 2.3 **Response Level.** Brembo shall respond to the Customer’s requests for support within one (1) Business Day.