

Service Level Agreement

服务等级协议

This Service Level Agreement describes the service level indicators and the required service levels applicable to the Subscription Software and Subscription Services and forms an integral part of the Order Form.

本服务等级协议描述了适用于订购软件和订购服务的服务水平指标和所需的服务等级,并构成定货单的一部分。

AVAILABILITY 可用性

"Availability" is expressed as a percentage, calculated as the Actual Available Minutes in a month divided by the Total
 Available
 Minutes
 in
 such
 month.

"可用性"以百分比表示,计算方式为一个月内实际可用时长除以该月的总可用时长。(均以分钟计)

Availability = Actual Available Minutes Total Available Minutes x100

可用性 = (实际可用时长) / (总可用时长) x100

- <u>"Actual Available Minutes"</u> means the Total Available Minutes in a month less the Downtime Minutes in such month. "实际可用时长"是指一个月内的总可用时长减去该月的停机时长。
- <u>"Downtime Minutes"</u> means the number of minutes in a month when the production tenant of Subscription Software was not available for use. Scheduled Maintenance Minutes or Excluded Minutes (as defined below) are excluded from the definition of Downtime Minutes.
 - "停机时长"是指订阅软件的生产租户在一个月内无法使用的分钟数。停机时长不包含计划维护的时长或除外时长(定义见下文)。
- <u>"Total Available Minutes"</u> means the total minutes in a month less the number of Scheduled Maintenance Minutes in such month.
 - "总可用时长"是指一个月内的总分钟数减去该月的计划维护时长。
- <u>"Scheduled Maintenance Minutes"</u> means the total minutes in a month associated with maintenance windows.
 - "计划维护时长"是指一个月内与维护时段相关的总分钟数。

Customer is entitled to Service Level Credits as provided below if the Availability in a month does not equal or exceed 99.7%. For single-tenant environments (a single instance of the Subscription Software and supporting infrastructure serving a single Customer) Service Level Credits are provided only for Availability below 99.5%.

如果一个月内的可用性低于 99.7%, 客户有权获得以下的服务级别积分。

对于单租户环境(单个实例订阅软件以及支持架构服务于单个客户的环境)仅针对低于 99.5%的可用性才提供服务级别积分。

<u>Availability</u>	Service Level Credit	
可用性	(% of the monthly prorated Subscription Fee)	
	服务级别积分(月度订阅费的百分比)	
99.699% - 99.000%*	5%	
98.999% - 98.500%	15%	
98.499% - 95.000%	25%	
Below 低于 95.000%	35%	

^{*}单租户环境适用 99.500% - 99.000%

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Service Level Credits for Subscription Fees paid on an annual basis shall be based on a monthly equivalent pro-rated fee. For example, a 5% Service Level Credit on an Annual Subscription Fee shall be 5% of 1/12 of the Annual Subscription Fee. Service Level Credits shall be applied to Customer's next Subscription Fees invoice or, if Customer has paid the final invoice under this Agreement, shall be paid to Customer within thirty (30) calendar days following the determination that the credit is due.

按年支付的订阅费用的服务级别积分应按照月度费用按比例计算。例如, 5% 服务级别积分为年度订阅费的 1/12 的 5%。服务级别积分可以抵扣客户后续需支付的订阅费,如果客户已支付了本协议项下的最后一笔费用,则该服务级别积分在确定应付之后的三十 (30) 个日历日内将支付给客户。

In the event Availability for the production environment falls below 95% for any three (3) consecutive months or any four (4) months in a rolling twelve (12) month period (a "<u>Triggering Event</u>"), Customer may, within sixty (60) days of such Triggering Event, terminate the affected Order Form, in which case, in lieu of Service Level Credits (not already applied), Customer shall receive a refund, on a pro rata basis, of any prepaid Subscription Fees applicable to the unused portion of the then-current Subscription Term following the effective date of termination of the Order Form. The foregoing remedies are the exclusive remedies and are in lieu of all other remedies if Availability does not equal or exceed 99.7% (or, as applicable, 99.5%).

如果在持续滚动的十二(12)个月里连续三(3)个月或任意四(4)个月发生生产环境可用性低于95%的情况(即"触发事件"),则客户可以在此触发事件发生的六十(60)天内,终止受影响的定货单。同时作为取代服务级别积分的补救措施,客户可以获得被终止定货单下已支付但未使用部分的订阅费退款。上述补救措施是在可用性低于99.7%(或99.5%)时适用的排他的补救措施并取代其他任何补救措施。

Infor shall provide Customer a report of Availability for a month if, within thirty (30) days after the end of that month, Customer provides a written request for such report to its assigned Customer Success Manager (CSM). Once a report of Availability is provided to Customer, Customer has thirty (30) days to request a Service Level Credit (which request must be made in writing); upon receipt of such request, Infor will promptly discuss the report, and the request for Service Level Credits, with Customer.

当月结束后的三十 (30) 天内,客户可以向指定的客户成功经理 (CSM) 提出书面请求要求 Infor 提供该月的可用性报告。一经提供,客户可以有三十 (30) 天请求服务级别积分 (需书面提出); 收到请求后,Infor 将尽快就可用性报告内容以及服务级别积分请求与客户进行接洽。

For Purposes of Availability, any minutes of unavailability caused by any of the factors below ("Excluded Minutes") do not count as Downtime Minutes.

为计算可用性,以下因素导致的不可用时长("除外时长")不计为停机时长。

- Outages due to Force Majeure Events;
- Outages attributable to the acts or omissions of Customer or its contractors, vendors (other than Infor) or Authorized
- Periods of down-time at Customer's request;
- Outages that result from Customer's equipment, software, or other technology and/or third party equipment outside of Infor's control;
- Extensions or interfaces deployed via the standard user interface or tools included in the generally available Subscription Software;
- · Customizations;
- Performance degradation due to Customer's use of the Subscription Services in excess of the scope of Customer's license and/or usage restrictions.
- 不可抗力事件造成的中断;
- 客户或其承包商、供应商(Infor 除外)或授权用户的作为或不作为导致的中断;
- 应客户要求的停机时间;
- Infor 可控范围以外的客户设备、软件或其他技术和/或第三方设备导致的中断;
- 通过订购软件中的标准用户接口或工具安装的外挂或接口导致的中断;
- 由客户化引发的中断:
- 客户超出许可范围和/或使用限制使用订阅服务而导致的性能下降。

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SCHEDULED MAINTENANCE 定期维护

The Subscription Services are subject to regularly scheduled monthly maintenance windows for which Customer will be given at least seventy-two (72) hours advance notice as described in the SaaS delivery guide (available at all times through Concierge). An annual maintenance window calendar is accessible through Infor Concierge, which is updated from time to time. In standard operating conditions, each instance of a scheduled maintenance window is estimated to extend up to six (6) hours. While most of Infor's maintenance can be completed during regularly scheduled maintenance windows, in some urgent situations, maintenance must be performed outside of the scheduled maintenance windows (critical maintenance) to help maintain the integrity and security of the Subscription Services. In such cases, Infor will provide Customer's subscribed contact (through the CloudSuite Portal) as much advance notice of the critical maintenance as is technically feasible.

订阅服务每月会安排计划维护,计划维护将依据 SaaS 交付指引(在 Conierge 可随时获取)提前至少七十二 (72) 小时通知客户。同时,可访问 Infor Concierge 获取年度维护排期表,该排期表将不定期更新。 在正常情况下,计划维护的时长不超过六 (6) 小时。 尽管 Infor 大部分的维护安排可以在定期排定的维护时段内完成,但为保证订阅服务的完整性和安全性,可能需要在定期维护时段以外执行某些紧急维护(特殊维护)。 此类情况下,若技术上可行,Infor 将尽可能地将特殊维护提前通知客户通过 CloudSuite Portal 指定的联系人。

BACKUPS, BUSINESS CONTINUITY/ DISASTER RECOVERY PLAN 备份、业务连续性/灾难恢复计划

Infor maintains a written business continuity plan ("BCP") designed to allow Infor to continue to provide Subscription Services without material interruption in the event of a business disruption. Infor performs regular back-ups (weekly for full back up, daily for differentials) of Customer Data and periodically (no less than annually) tests its disaster recovery procedures in order to help maintain its ability to meet the following disaster recovery service level objectives. Relevant BCP controls are audited on an annual basis and reviewed within third party System and Organization Controls reports which reports are available to Customer through Infor Concierge or the Infor CloudSuite™ Self-Service Portal. Backups are replicated to geographically dispersed data centers within the same region where Subscription Software is provisioned. The Infor disaster recovery process supports the full production environment. Infor initiated Subscription Service backups are exclusively for data recovery in the event of data loss (ie., are not intended to meet Customer's internal or legal data retention requirements) and restore requests can be raised by Customer through support incidents.

Infor 保有业务连续性计划 ("BCP"),以使 Infor 在业务受阻的情况下仍然可以继续提供订阅服务而不出现重大中断。 Infor 定期备份客户数据(每周一次完整备份,每天一次差异备份),并定期(不少于每年一次)测试灾难恢复程序,以确保达到以下所列灾难恢复服务级别目标。BCP 每年进行审核,审核内容包含在第三方系统和组织控制审核报告中, 客户可通过 Infor Concierge 或 Infor CloudSuite™ 自助服务门户获取审核报告。(客户数据)会分散备份到配置订阅软件所在区域内的其他数据中心。 Infor 灾难恢复程序覆盖全部生产环境。 由 Infor 发起的订阅服务备份仅用于数据丢失情况下的数据恢复(而非用于满足客户内部或法律对数据保留的要求),客户可以通过提交支持事件提出数据恢复的请求。

• Recovery Point Objective: The Recovery Point Objective ("RPO") is the acceptable amount of data loss measured in time and is the point in time to which data will be recovered. The service levels include an RPO of up to one (1) hour.

恢复时点目标:恢复时点目标("RPO")是能及时测量到的可接受的数据丢失量以及完成数据恢复的时间点。 服务级别包括不超过一 (1)小时的 RPO。

 <u>Recovery Time Objective</u>: The Recovery Time Objective ("RTO") is the duration of time within which Subscription Services will be restored after declaration of a disaster. The disaster recovery server will be operational within an RTO of twelve (12) hours.

恢复时间目标:恢复时间目标("RTO")是在灾难宣布后恢复订阅服务的时间段。 灾难恢复服务器应该在 RTO 为十二 (12) 小时的时间段内启动运行。

In addition, for single-tenant environments disaster recovery targets generally set RTOs and RPOs of twenty-four (24) hours.

此外,对于单租户环境,灾难恢复目标通常将 RTO 和 RPO 设置为二十四 (24) 小时。

SUPPORT 支持

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1. Support Services 支持服务

1.1 Telephone Technical Support 电话支持服务

Generally, Infor will provide telephone support Monday through Friday, 8:00 a.m. to 5:00 p.m., local time, in the Customer's time zone, excluding holidays observed by Infor which fall within the applicable coverage window. Support hours may vary based on the applicable Subscription Software, in which case applicable Support hours are noted in specific Knowledge Base articles on Infor Concierge, located at https://concierge.infor.com/.

通常,Infor 在客户当地时间周一至周五上午 8:00 至下午 5:00 的时间段提供电话支持,不含节假日。 支持时间可能会因订阅软件的不同而有所差异,此种情况下,相应的支持时间将标注在 Infor Concierge (网站地址 https://concierge.infor.com/) 的特定知识库文章中。

1.2 Electronic Support 线上支持

Infor provides 24x7x365 online access to Infor Concierge, which offers services such as online incident logging, tracking and management, Knowledge Base articles, latest Subscription Software release information and Subscription Software Documentation.

Infor 提供 24x7x365 在线访问Infor Concierge 服务,包括在线事件记录、跟踪和管理、知识库文章、最新订阅软件发布信息和订阅软件文档等。

1.3 24 x7 Critical Incident Support 24x7 关键事件支持

"Critical Incident Support" is defined as the delivery of Support for critical production service unusable (Severity 1) situations as defined in Section 2.2 below. Support covers Critical Incident Support 24 hours a day and 365 days a year, including holidays. Critical Incident Support will be provided until the Subscription Software is operational, a commercially reasonable workaround is in place, or the incident severity can be lowered.

"<u>关键事件支持</u>"是指对下面第 2.2 节中定义的无法使用关键生产服务(严重性级别 1)的情况提供的支持。服务涵盖全年 365 天、全天 24 小时(包含节假日)的关键事件支持。该支持将一直提供到订阅软件可以运行、或寻找到一个商业上合理的替代方案、或支持事件严重性级别降低。

1.4 Critical Solution Notification 关键解决方案的通知

Infor Concierge enables each Designated Contact to develop a unique profile. "Designated Contact(s)" means a Customer's contact(s) who has/have a thorough understanding of the applicable Subscription Software, along with the relevant technical knowledge, required to assist in troubleshooting and the timely resolution of incidents. Each Designated Contact may also choose to sign up for Knowledge Base articles that may be of particular interest. When Infor develops a Knowledge Base article for a critical incident, the Designated Contact can receive notifications about its availability and how to access it.

客户的每个指定联系人在 Infor Concierge 中都有单独的档案。 "<u>指定联系人</u>"是指对相关订购软件有充分了解且有相关技术知识的客户联系人,以便于他们在故障排除和事件解决时提供协助。每个指定联系人还可以选择关注某类其感兴趣的知识库文章。 当 Infor 为某一关键事件发布相关知识库文章时,指定联系人将会收到新文章发布及如何访问的通知。

2. Resolution of Support Incidents 支持事件的解决

2.1 Initiation of an Incident 事件发起

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The Designated Contact may contact the Infor Support team via telephone or may log an incident online via Infor Concierge to initiate a Support request, referred to as an "incident".

指定联系人可通过电话联系 Infor 支持团队,也可通过 Infor Concierge 在线记录事件发起支持请求,称为"事件"。

The general definition of a Support incident is a single, reproducible issue, problem, or symptom, a request for assistance, or a question fully and accurately logged within Infor Concierge that is related to the Subscription Software or information requests about Infor's Cloud Premium Support Plan or CareFor Plan, and options.

支持事件一般定义为,单独可重现的问题、难题或症状、请求协助、或在 Infor Concierge 中已完整准确记录的有关订阅软件的咨询或 Infor 云高级支持计划(Premium Support Plan)、客户照护计划(CareFor Plan) 及可选性内容的咨询。

To help ensure a timely response to a Support incident, the Designated Contact shall provide the following information: (a) the Infor Customer Number and contact details, (b) applicable Subscription Software name, (c) severity level of the Support incident, (d) details of the Support incident, including error messages and error reproduction steps, if any, applicable screen shots and output examples if logging online, and (e) description of the incident impact and frequency.

为确保及时响应支持事件,指定联系人需提供以下信息: (a) Infor 客户编号及联系方式, (b) 适用的订阅软件, (c) 支持事件的严重级别, (d) 支持事件的详细信息,包括报错提示和错误再现步骤(若有)、相关的截屏及在线状态下的输出示例,以及 (e) 事件影响和事件频率的描述。

2.2 Severity Levels 严重等级

The Designated Contact and Infor will use reasonable business judgment to mutually identify the severity of the incident according to the following severity level descriptions:

指定联系人和 Infor 将根据以下描述,运用合理的商业判断来共同确定事件的严重级别:

Severity 级别	Description 描述	Definition 定义	
1	Critical Production Service Unusable 无法使用关键生产服务	Service is unavailable for all users in production, or a critical business process in production has halted with no acceptable workarounds 所有用户在生产环境内无法使用服务,或生产环境下某个关键业务流程停止且无可行的替代方案	
2	Major impact 重大影响	Service is severely impaired causing disruption to important business processes and there is no acceptable workaround 服务严重受损导致重要业务流程中断且无可行的替代方案	
3	Medium impact 一般影响	Service is partially impaired. There is disruption to important business processes, but there is an acceptable short-term workaround 服务部分受损,重要业务流程有中断但有可行的短期替代方案	
4	Standard 普通	Service is fully operational. There are questions regarding functionality of the Subscription Software or an issue where an acceptable workaround exists	

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	服务正常,订阅软件的功能存在问题或出现(使用)问题但有可行的替代方案
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2.3 Response 响应

Infor shall use commercially reasonable efforts to meet the Response Targets below. Infor calculates a "Response Target" as the difference between the time an incident is appropriately logged into the Infor support system and the time of Infor's first value-added communication.

Infor 应尽商业上的合理努力来达到下述响应目标。 从支持事件正确录入到 Infor 支持系统,到 Infor 第一次与客户进行有实际价值的沟通,这段时间 Infor 称之为"响应目标"。

Severity 级别	Infor Premium Support Plan 高级支持计划	CareFor Success Professional	Infor CareFor Success Support Plan and CS+ Support Plan
1	Within 30 Minutes – 24*7	Within 30 Minutes – 24*7	Within 30 Minutes – 24*7
	24x7时间段 30分钟内响应	24x7时间段 30分钟内响应	24x7时间段 30分钟内响应
2	Within 2 Business Hours	Within 1 Business Hour	Within 1 Hour – 24*7
	工作时间 2小时内响应	工作时间 1小时内响应	24x7 时间段 1小时内响应
3	Within 2 Business Hours	Within 2 Business Hour	Within 1 Hour – 24*7
	工作时间 2小时内响应	工作时间 2小时内响应	24x7 时间段 1小时内响应
4	Within 4 Business Hours	Within 2 Business Hour	Within 2 Business Hour
	工作时间 4 小时内响应	工作时间 2小时内响应	工作时间 2小时内响应

[&]quot;Business Hour" means each hour in the day when the Infor office providing Support to Customer is open for business.

2.4 Resolution 问题解决

A resolution can be, without limitation, an answer that resolves an incident; a code fix; a software patch release; a change in an operational process; a commercially reasonable workaround. Support incident resolution is often an iterative process that is dependent upon many variables. At times determination of root cause and resolution of an incident requires collaboration and troubleshooting by various teams within Infor and the Customer. The nature of this process makes providing specific target resolution times difficult. As Infor progresses through the troubleshooting process to resolve the issue, Infor works to provide regular updates and strives to allow Customer to continue doing business.

解决方案可以是下列内容但不限于所列举内容,问题解决的方案;代码修复; 软件补丁的提供; 操作流程的变更; 商业上合理的替代方法。 支持事件的解决很多时候取决于各种变量的迭代。 有时,确定事件的根本原因以及解决一个事件需要 Infor 内部和客户内部各个团队的通力协作,而这个过程使得解决问题的时间难以事先确定。 随着 Infor 在故障排除过程中能够逐步解决问题, Infor 将定期告之问题解决的进展并努力保证客户的业务得以持续开展。

2.5 Escalation (事件)升级

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[&]quot;工作时间"是指为客户提供支持的 Infor 办公室的工作时间。

Most Support incidents are best resolved through Infor's standard operating procedures. If Customer believes a Support incident requires a higher level of attention, Customer can self-escalate the incident through Infor Concierge by using the "Request Escalation" feature on the incident. As part of this process Infor asks that Customer accurately provide escalation reason, business impact, number of people impacted, timelines, and other relevant detail, to help Infor properly determine the level of urgency required regarding the escalation. If Customer would like a Support Manager to call, Customer can indicate that in the escalation request as well. Once escalated, the applicable Support Manager and Support Analyst are notified of the escalation, so they can take appropriate action. If Customer doesn't have access to Infor Concierge, Customer can escalate by contacting Infor's regional Support Center.

The use of escalations is reserved for issues that truly merit a higher degree of attention. It is not intended for issues that are effectively addressed with Infor standard operating procedures.

大多数支持事件通过 Infor 的标准操作流程即可解决。如果客户认为某一支持事件需要更高级别的关注,客户可以通过 Infor Concierge 中的事件"升级请求"功能自行升级事件。作为升级流程的一部分,Infor 要求客户准确提供事件升级的原因、受影响的业务、受影响的人数、时间表和其他可能需要的详细信息,以便于 Infor 准确确定升级所需的紧急程度。如果客户希望支持经理电话沟通,亦可在升级请求中标明。升级后,相应的支持经理和支持分析师在收到升级通知后会采取合适的措施。如果客户无权访问 Infor Concierge,客户可联系所在区域的 Infor 支持中心来要求升级。

升级功能的使用仅限于那些真正需要更高级别关注的问题,而不适用那些通过 Infor 标准操作流程即能有效解决的问题。

2.6 Changes 更新

While the above descriptions of Support are subject to change from time to time, any changes will not cause any material decrease in the Support provided to Customer during the annual Subscription Term for which Customer has paid the applicable Subscription Fees.

上述支持服务的内容可能会不定期更新,但客户已付费的年度服务订阅期内提供给客户的支持服务不会因为更新而有任何实质性的减少。

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