

SERVICE LEVEL AGREEMENT – USE OF GS1 SERVICES

1. General – Service Provision

This Service Level Agreement (SLA) describes the service levels regarding the GS1 services and products (the Services) that are offered to the users and relates to the functionalities and capabilities within the applications such as My Product Manager, My Basic UDI-DI Manager, My Locations, Verified by GS1 and My Coupons.

This SLA must be considered as a supplement to the General Terms and Conditions of GS1 Belgium & Luxembourg, with registered office at 1000 Brussels, Ravensteingalerij 4 B10, with company number 0418.233.415, RPR Brussels, Brussels Division.

2. Service Description

GS1 provides Users with services relating to the management and exchange of product information (or other types of information connected to the GS1 Standards) via the GS1 applications. In this context, these applications provide, among other things:

- Access to and use of the GS1 applications.
- Storage, management and exchange of data.
- Support in the use of the applications.

Users of the GS1 applications can call upon the following assistance from GS1 (Helpdesk) if certain shortcomings or problems occur:

- **First-line support:** Available via e-mail (<mailto:support@gs1belu.org>) during office hours (8:30-12:00 and 13:00-16:30) on all working days according to the Belgian holiday calendar.
- **Telephone support:** Available for urgent cases (Priority 1 incidents) on +32 2 229 18 80 after notification via e-mail, during office hours on all working days according to the Belgian holiday calendar.

3. Incident Management

An "Incident" is a malfunction or problem with the functionality of the Services. When reporting an Incident, the User must provide the following information:

- Name of the reporter.
- Telephone number and e-mail address of the contact person/reporter.
- The date (and possibly time) when the Incident occurred.
- Shortcomings or defects must always be documented, and where possible ensured to be isolated and reproducible.

- Actions already taken and preventive measures implemented (back-up, diagnosis, analysis of results).

4. Helpdesk – Roles and Responsibilities

The GS1 Helpdesk can be reached via the channels mentioned above (e-mail and telephone) and is the contact point for users for all information concerning the use of the GS1 Services. In case of an incident, the Helpdesk will undertake the following steps/actions:

- Investigating the problems reported by the users.
- To the best of its ability, ensuring the follow-up of error corrections, proposing urgent workarounds, and providing solutions for bugs resulting from problems reported by users that appear to be errors in GS1's software or systems.

5. Incident Management – Incidents

5.1 Procedure for Incident Management

An incident is reported; depending on the nature of the report, a priority for handling is assigned by the helpdesk.

Priority 1: crash or blocking of the Services, loss of data, inability to use the systems for all customers.

- Within the following four office hours after documented notification, a case is created and, if applicable, subsequently forwarded to the GS1 partner supporting the services.
- Interactive feedback takes place via the incident ticket and/or by telephone throughout the entire process.
- The aim is to provide at least a temporary solution within **two working days** and a definitive solution within **four working days**.

Priority 2: certain functionalities of the Services appear not to work or only partially work correctly, so the user experiences inconvenience and cannot make optimal use of the Services.

- Within the following ten office hours after documented notification, a case is created and, if applicable, forwarded to the GS1 partner supporting the services.
- Interactive feedback takes place via the incident ticket and/or by telephone throughout the entire process.
- The aim is to provide a definitive solution within **four working days**.

Priority 3: the Services and the system are operational, but there are certain delays or some inconvenience in use without being blocking.

- After documented notification, a case is created and forwarded to the GS1 partner supporting the services. Depending on workload and ongoing notifications, work is carried out on a temporary or definitive solution as soon as possible but without urgency.

Priority 4: functional questions or comments, without impact on the current operation of the Services.

- After documented notification, a case is created and registered. The notification is evaluated and, if necessary, prioritised within the regular development and improvement cycle of the Services. The aim is to provide a substantive response within **thirty working days**, whereby, if applicable, any planning or further follow-up will be communicated.

5.2 Prioritisation and Communication

The customer must assign a priority when reporting an incident. In the event that an incident with priority P1 or P2 is downgraded to P2 or P3 respectively, GS1 will contact the customer by telephone to discuss the reasons for this change.

5.3 Optional 24/7 Service

In addition to the standard service provision described above, GS1 offers customers the possibility to make use, against payment, of an extended 24/7 service. This premium service guarantees support outside regular office hours, including weekends and public holidays, for critical incidents with Priority 1.

Customers who choose this option receive:

- Faster response time and direct escalation to specialised support staff.
- Continuous monitoring of systems and services to proactively identify and remedy incidents.
- An exclusive contact channel for urgent notifications outside regular working hours.

The exact terms, rates and contractual provisions of this service are agreed in a separate agreement.

6. Preconditions

To ensure adequate service provision and incident resolution, the customer must adhere to the following preconditions:

- **Cooperation in incident resolution:** During the resolution of an incident, the customer is expected, at GS1's request, to cooperate in providing additional information and testing the solution. The customer's response time must be in line with the resolution times as agreed by GS1.
- **Adjustments for updates and changes:** Updates and changes are announced by GS1 based on a planned approach. The customer is responsible for implementing the necessary adjustments on their systems so that they remain compatible with the updates and/or changes implemented by GS1.
- **Protection of critical data:** The customer must provide adequate protective measures, including making back-ups of critical data, in order to guarantee the continuity of their own

service provision.

- **Reporting of incidents:** All incidents must be reported by the customer via the GS1 helpdesk. Incidents with priority P1 must also be reported by telephone to ensure prompt follow-up.

7. Maintenance of the Systems

Where possible, maintenance work or adjustments (updates) will take place outside normal office hours (**before 8:30, between 12:00 and 13:00 or after 16:30**), or the user will be informed in advance about any possible temporary unavailability due to maintenance work and the expected impact.

GS1 undertakes to ensure that, apart from maintenance work, the Services are available at all times for normal use.

8. Capacity/Performance of the Services

The applications are divided into synchronous and asynchronous processes. The synchronous processes (e.g. use of the web interfaces) always take priority over the asynchronous ones. For the latter, external third-party systems are often involved and the data is therefore processed in the background according to the available processing capacity. This includes, for example:

- Receiving and sending data to GDSN.
- Processing Excel exports/imports.
- API upload/download connections.
- Synchronisation of data to Verified by GS1.
- Etc.

For specific functionalities within the application (e.g. the Download and Upload API for product data), *rate-limiting* has been introduced to protect the systems against excessive use. Users who encounter this must observe the imposed *retry-after values*. These values are not part of this SLA and are on a best-effort basis. Information about this can be found in the available API specifications (available on the GS1 website).

In addition, for the exchange of data within GDSN, the “Global Registry Access and License Agreement” is followed. This forms the basis for participation in the network and sets guidelines that every connected data pool must meet. We therefore expect all participants to comply with this agreement as part of their integration with GDSN.

9. Back-ups

Product data, Basic UDI-DI data and Location information are retained for 180 days on an external site with daily “granularity”, which enables GS1 to restore back-ups with ideally a maximum data loss of 24 hours in the event of serious issues.

Secondary data (Coupon information, DAM metadata, etc.) are retained for 7 days.

In the event of a data breach, GS1 will act in accordance with the provisions of the General Data Protection Regulation (GDPR). This includes the timely reporting of data breaches to the relevant supervisory authorities, informing affected parties where required, and taking appropriate measures to minimise the impact of the breach. GS1 is committed to the protection of personal data and will make all reasonable efforts to prevent data breaches and to respond adequately if an incident occurs.

10. Out of Scope

The following matters do not fall within the scope of this SLA and are therefore not the responsibility of GS1:

- **External technical failures:** Incidents arising from issues with the Microsoft Azure environment or systems of external suppliers, and which are not directly related to the software, hardware or infrastructure managed by GS1.
- **User and input errors by third parties:** Problems caused by incorrect use of the services or erroneous data entry by third parties. GS1 will make reasonable efforts to minimise the impact of such errors, but cannot be held fully liable for them.
- **Unsupported browser versions:** Problems arising from the use of a browser not supported by GS1 and which may therefore cause malfunctions in the operation of the services.
- **Limitations in data processing:** Incidents in which data or files cannot be read or exported, if these are not the result of defects in the design or code of the interfaces managed by GS1.
- **Change requests by users:** Requests for modifications of the services by users fall outside the scope of this SLA and are assessed separately.
- **Improper or unauthorised use:** Problems arising from incorrect, unauthorised or improper use of the services by users or third parties.
- **Force majeure and external cyber incidents:** Failures resulting from force majeure, including natural disasters, fire, ransomware attacks, DDoS attacks, or other security incidents beyond GS1's control.
- **IT security incidents caused by external factors:** Cases in which GS1's IT infrastructure is affected by an external infection or attack, without GS1 being directly responsible for this.

- **Limited liability for network and data:** Except in cases of gross negligence equivalent to intent, GS1 accepts no liability with regard to the security of network connections and stored data. GS1 will make efforts to prevent physical and logical access to data by unauthorised persons.

- **Violation of GS1 terms and conditions:** Actions that are contrary to the general terms and conditions of GS1 or for which GS1 is not liable under its general terms and conditions.

11. Security Breaches

In the event of a security breach and/or a data breach (meaning: a breach of the security of the Services which leads to a significant risk of adverse consequences, or has adverse consequences, for the protection of the user's data), GS1 will make every reasonable effort to immediately inform the user thereof.

If required by law and/or regulation, GS1 will cooperate in informing the competent authorities and any parties involved.

12. General Provisions

- These service level arrangements are fully governed by the general terms and conditions of GS1 Belgium & Luxembourg VZW with registered office at 1000 Brussels, Ravensteingalerij 4 B10, with company number 0418.233.415, RPR Brussels, Brussels Division (GS1); [General conditions | GS1 Belgium & Luxembourg](#).
- In particular, GS1 is not responsible for the substantive data quality, which depends on the manner and choices of the data uploader; GS1 does, however, provide support by offering data quality programmes and audits.
- Neither party is liable to the other for any delay in the performance of its obligations or for non-performance of its obligations insofar as such delay and/or non-performance is attributable to a case of force majeure or unforeseen circumstances over which the party concerned has no full control.
- Any damage arising from the relationship between GS1 and a user or third party, whether the legal basis is contractual or non-contractual, can only give rise to a claim against the legal entity GS1 as principal debtor, and can in no way form a basis for a claim against the agents or appointees of the legal entity GS1 on a contractual or non-contractual basis, except in the case of wilful misconduct or direct infringement of physical integrity.