

Service Level Agreement

BETWEEN

FacilityApps B.V.

AND

<CUSTOMER>

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Index	
Introduction	3
Background Service Level Agreement	3
Objective of the SLA	3
Scope of the SLA	3
Reporting Content, Frequency & Timeliness	3
Contacts and roles	4
Availability of environment	4
Agreed Services	4
Incident Management	5
Submit support request	5
Support desk accessibility	5
Solve support requests	6
Evaluation of support requests	8
Change Management	8
Review request and deliver offer	8
Realisation of change	8
Service Levels	9
Availability	9
Incident Management – SLA Basic	9
Incident Management – SLA Complete	9
Incident Management – SLA Premium	9
Annex A – Definitions within SLA	11
Annex B – Contact matrix	13
Annex C – Additional information environment	14
Creating daily backups	14
Monitoring the environment	14

1. Introduction

1.1 Background Service Level Agreement

This Service Level Agreement (SLA) is an inseparable part of the Agreement. All terms in the Agreement are applicable. The SLA describes in detail the level of services which FA will deliver.

In this SLA words with a capital letter are definitions explained in “Annex A – Definitions within SLA” or which are already mentioned in the Agreement.

1.2 Objective of the SLA

The SLA describes the Service Levels agreed between <CUSTOMER> and FA. The Service Levels are measurable and influential by FA. Per Service Level, the corresponding “standard” is included. These standards are the measurable criteria that FA must meet to ensure the Service Level towards <CUSTOMER>.

The purpose of this SLA is to maintain and improve the agreed quality of service so that the continuity of the Customer operations is not jeopardized. The periodic evaluations are the main driver. The report must ensure that these conversations can be conducted based on facts rather than perceptions. In this vision, the emphasis is on evaluating the facts and adjusting the quality of service.

1.3 Scope of the SLA

The SLA relates to the Agreement and enters into force on the date of the first acceptance by <CUSTOMER>.

For any Product that contains software, the Party who is responsible for the implementation of the Product shall also be responsible for “Level One” Customer Support (subject to FA providing appropriate software Documentation and training), and FA shall be responsible for higher levels of customer support. The “higher” levels of customer support are part of the Purchase Price in conjunction with the chosen SLA level.

If increased or other Service Levels are required for customer support, or support for special customization, this must be recorded in an additional agreement.

1.4 Reporting Content, Frequency & Timeliness

FA reports periodically (yearly) about the performance of the service, in the form of a SLA report (SLR), using related Service Levels (described in chapter 6). The SLR will be delivered 12 Business days after a reporting period.

The objectively determined results in the SLR are the basis for the evaluation of service during the periodic SLA discussions. During the SLA discussions or by mail, <CUSTOMER> gives discharge to FA for a SLR or is argued why no discharge can be given.

In addition to accountability of the Service Levels, the following aspects are also part of the periodic reporting:

- Management summary including main conclusions
- Average Resolution time per incident priority level.
- Compliance per Service Level.
- Special events that have had an impact on the service of the last reporting period.

1.5 Contacts and roles

In order to be able to structure and regulate the contact with the support desk, only the defined functional owners at <CUSTOMER> are the employees who can notify FA regarding questions or incidents. The functional owners, the so-called "Admins", which are assigned the "system administrator" role within the environment. These are the first contact points for the Customers and the internal <CUSTOMER> organization regarding questions about the Products. The functional owners will deliver the "Level One" Customer Support.

At least 1 functional owner is assigned ("Annex B – Contact matrix" contains the contact matrix containing the functional owners and the other contacts).

The account manager of FA (as defined in "Annex B – Contact matrix") is the operational contact point for the services offered. The account manager manages the <CUSTOMER>'s interests within FA and is the primary contact regarding changes.

2. Availability of environment

The environment is available 7 days a week, 24 hours a day except for the Preventive, Corrective, Perfect, Adaptive and / or Additive Maintenance scheduled within the Maintenance Window. Parties will agree upon planned unavailability of the environment within the time period within the clock hours below (on the basis of time zone CET (Amsterdam)).

Maintenance Windows	Clock hours
Business days	0:00 – 5:00
Weekends and holidays	0:00 – 7:00

3. Agreed Services

In the table below, by type of Product, the type of services is selected ("✓") which are marked as "Agreed Services" or any services Optional ("O") as additional service.

The Agreed Services are provided to the extent that the applicable software is designed (and accepted by the <CUSTOMER>) in accordance with the Specifications, which are set out in Appendix 1 of the Agreement "SaaS function map", in accordance with the Agreement. Subject to Basic Services and Corrective Maintenance, the other Agreed Services are performed and delivered as part of the latest release. The aforementioned Agreed Services and the resulting obligations for FA are subject to <CUSTOMER> initiating the latest release.

Basic Services and Corrective Maintenance and the resulting obligations for FA are subject to <CUSTOMER>'s use of software which is not lower than current release -2.

Product		
Service	Software / Environment	Third Party Software
Basic Services	✓	✓
Corrective Maintenance	✓	O*
Preventive Maintenance	✓	O*
Perfective Maintenance	✓	O*
Adaptive Maintenance	✓	O*
Additive Maintenance	O*	O*

* The type of Maintenance shown is only optional for the type of Product within the Agreement as an Additional Service. Supplier will retain all rights in respect of these optional facets within Agreed Services at all times and may refuse requests for this (in part).

4. Incident Management

In this chapter, a brief description and the main features of the incident management process are described.

Incident Management has the reactive task of eliminating or reducing the consequences of malfunctions in the software and ensuring that the users can continue their work as quickly as possible.

4.1 Submit support request

The defined functional owners may submit support requests to the support desk through a Support Registration Portal, which is made available to <CUSTOMER> by FA, in which the <CUSTOMER> may itself record and follow his support requests. With this Support Registration Portal, the support request is central and is accessible to all parties authorized by <CUSTOMER> and FA. In the Support Registration Portal, a support request will have a number that can be used in further contact with FA. The communication regarding support requests should be in English or Dutch.

4.2 Support desk accessibility

Depending on the agreed Service Level, the support desk is accessible in the ways shown in the following overview. Where a "✓" is included, these options are agreed upon within Service Level. Where an "X" is included, these options are not agreed and are therefore not included in the compensation.

In case <CUSTOMER> believes an incident should be prioritized as a Blocker, a functional owner is advised to report the incident first into the Support Registration Portal but also to the support desk by telephone.

	SLA Basic	SLA Complete	SLA premium
Support Registration Portal (online) (www.support.facilityapps.com)	✓	✓	✓
Email to support desk (support@facilityapps.com)	✗	✓	✓
Telephone support during Business hours: +31-299-744 744	✗	✗	✓

4.3 Solve support requests

General

When a request for assistance is submitted (by the defined functional owners) to the support desk, it is important to answer and possibly correct the underlying problem as soon as possible and based on the chosen type of SLA. However, it may be that a problem is caused by lack of knowledge or improper use by the end user or changes to the equipment or system software in use. This is excluded from the Products provided by FA and one cannot claim the chosen type of SLA.

<CUSTOMER> (functional owner) shall notify FA, no later than 2 hours after the solution or workaround notification, if he or she does not experience the solution or workaround for the support request as "resolved" (if no feedback is reported FA will automatically "close" the ticket after 2 hours). If after 2 hours <CUSTOMER> indicates that the support request has not been "solved", a new support request will be created and will be treated as such.

Categorize support requests

The support request will be categorized on basis of the following criteria:

1. Bug

Program errors (bugs) in the software are solved by FacilityApps and this is not charged to your SLA minutes.

Depending on the bug type and the SLA, a priority is assigned by FacilityApps. Priority bug types: P1 – blocker, P2 – critical, P3 – major and minor. FacilityApps may make temporary arrangements in the form of workaround solutions.

If it is not clear when the ticket is reported whether it is a program error or a user error, the support desk will analyze the ticket. If after analysis it appears that it is a user error, the support time spent will be charged.

2. Questions

Software-related questions are understood to mean the general operation (functionality) of the software and the manner of settings as they are built into the software. This category is charged to your SLA minutes.

For example: Questions due to lack of knowledge or incorrect use by the end user; Questions due to changes to the equipment or system software being used; Questions due to configuration settings by <CUSTOMER>.

3. Wishes

Wishes or Request for Change are inventoried and created as a ticket by the service desk. Every week it is assessed whether new wishes are included in the Roadmap.

Urgent requests for the expansion of new functionalities will be passed on to the account manager who will issue a customized quotation.

Determination of priority level

On the basis of information provided by <CUSTOMER>, the support desk will try to resolve the incident with <CUSTOMER> as regards the service as soon as possible. The support desk will prioritize the incidents on the basis of the table below.

Priority: An indication of the urgency of a task or the severity, impact, or frequency of bugs.

- **Blocker:** Severe failure of a critical function in the software, no work-around possible.
- **Critical:** Loss of some significant functions of the software, but the user can continue using it with a work-around.
- **Major:** This is the default priority level.
- **Minor:** This does not really affect functionality.
- **Trivial:** This issue may or may not be resolved, those are typically cosmetic issues.

<CUSTOMER> can indicate the priority level (and can provide input to FA to support the indication). The final decision making remains with FA.

Time period definitions

Response time is defined as the time between the notification in the Support Registration Portal and the first response of a support employee. The time the ticket was created in the Support Registration Portal is leading. In case <CUSTOMER> believes the incident is a Blocker-priority level, the ticket time can be adjusted to the time of the telephone confirmation of <CUSTOMER> to FA. If the incident cannot be solved within the Response time, a follow-up message will be sent describing the malfunction and the time limit within which the malfunction can be resolved by FA.

Hold time is the time when the clock is "on hold": the period between the time FA requests <CUSTOMER> through the Support Registration Portal to perform an action or feedback (additional information, feedback end user, etc.) and the completion of the FA's request Action. Hold time is also the time when the clock is "on hold" in case of requests to third parties (regarding Third Party Software). In other words, the "SLA timer" runs during the period that FA operates on the underlying Service Levels. If <CUSTOMER> (or a third party) has a task in it, which is a prerequisite for the "continuation" of the FA's work, the SLA timer will stop until FA receives a reply from <CUSTOMER> (or the third party). FA will, as far as possible, clearly indicate what information is required in order to "prosecute" the work. The information request does not necessarily include all the information necessary to pursue the work.

The information provided by FA may, in fact, give rise to a request for more information from <CUSTOMER> (or the third party). FA shall at all times make a balanced assessment between the information required for the support request, <CUSTOMER>'s effort as regards the disclosure of the information and the priority level of the support request.

Resolution time is defined as the time between the notification in the Support Registration Portal (possibly adjusted on basis of a telephone confirmation by <CUSTOMER> to FA in case of an issue from the Blocker priority category) and the time at which FA provides a solution or workaround to <CUSTOMER> (excluding the "hold time"). For the resolution time, the Support Registration Portal is leading.

Working hours are defined as between 09:00 and 17:00 Central European Time for **Dutch business days**.

Solving support requests

FA will endeavour to handle an incident as quickly as possible at least within the defined Service Levels. The FA's primary objective is to re-implement the software and / or equipment, possibly by providing a temporary solution.

Escalation

In case of a disagreement regarding the set priorities by the support desk of FA or disagreement regarding the supplied resolution, <CUSTOMER> will escalate to the account manager of FA (as defined in "Annex B – Contact matrix").

4.4 Evaluation of support requests

Periodically, FA will evaluate whether the support requests reported by <CUSTOMER> have been reported as incident and with the right priority and whether the correct information has been provided by <CUSTOMER>.

In the event of a structurally incorrect prioritization of support requests or incorrectly reported notifications, FA is entitled to charge research costs per incorrectly created requests.

5. Change Management

Change Management focuses on controlling the process of changes and strives to limit the change-related malfunctions. <CUSTOMER> may submit a support request to FA for making changes to the software (for extension of or implementations of new functionalities), but also changes can be initiated as a result of bugs. The purpose is to handle changes in such a way that they are implemented quickly, planned and with the least possible risk for the Agreed Service.

5.1 Review request and deliver offer

FA will assess whether a request is in line with their strategic Roadmap. If a request is not in line with those strategic assumptions, FA has the right to reject a request.

In case FA can and wants to deliver; on the basis of information reinforced by <CUSTOMER>, FA will provide <CUSTOMER> with an offer which includes:

- Cost (fixed or time and material);
- Indicative duration and schedule (possibly with nuances on basis of confirmation date);
- Any consequences for this Maintenance Agreement;
- Obligations <CUSTOMER>;
- Manner of delivery and Acceptance;
- Other consequences.

The time and expense that FA devotes to analysing and handling a change request will be charged to <CUSTOMER> after confirmed approval of the offer regarding this change request.

5.2 Realisation of change

After a confirmation of the offer (written or email) by <CUSTOMER>, FA will plan and prepare the change.

Regarding changes with an estimate of more than 100 hours, there will be periodic reports of the hours spent, and the work done. For requests that have an impact of more than 100 hours, multiple documents may be submitted to <CUSTOMER> for Acceptance, such as statement of work, functional design, etc. in order to make arrangements regarding the work, execution, (financial) terms, lead time, etc. which may lead to an additional agreement regarding the Agreed Services.

After implementation of the change in the acceptance environment <CUSTOMER> will perform an acceptance test to initiate the Acceptance. After Acceptance, the change FA will plan to implement the change in the production environment.

6. Service Levels

The percentages listed below are percentages within the reporting period. Mentioned times are based on time zone CET (Amsterdam).

6.1 Availability

Ref	Description Service Level	Base	Service Level directive	Addition information
6.1-1 Availability	Availability environment and software	24*7	90%	Availability is 24/7 except for the period agreed upon regarding planned Maintenance. Measurement of this Service Level is based on support requests. Support requests may be reported by FA (as a result of monitoring the software) and by <CUSTOMER>.

6.2 Incident Management – SLA Basic

Ref	Description Service Level	Start processing	Response time	Resolution time	Service Level directive
6.2-1 Incident handling	Incidents classified as Blocker	Direct	< 2 hours	Portal bugs: 1 working day	95% within defined time 100% within 2x defined time
		Direct	< 2 hours	App bugs: 1 working day + approval process Apple & Android	
6.2-2 Incident handling	Incidents classified as Critical	< 16 working hours	< 16 working hours	Portal bugs: 21 calendar days	80% within defined time 100% within 2x defined time
				App bugs: 28 calendar days	
6.2-3 Incident handling	Incidents classified as Major, Minor, Trivial	< 16 working hours	< 16 working hours	-	95% within defined time 100% within 2x defined time
User questions	Answering user questions	< 16 working hours	< 16 working hours	-	95% within defined time 100% within 2x defined time

6.3 Incident Management – SLA Complete

Ref	Description Service Level	Start processing	Response time	Resolution time	Service Level directive
6.2-1 Incident handling	Incidents classified as Blocker	Direct	< 2 hours	Portal bugs: 1 working day	95% within defined time 100% within 2x defined time
		Direct	< 2 hours	App bugs: 1 working day + approval process Apple & Android	
6.2-2 Incident handling	Incidents classified as Critical	< 16 working hours	< 16 working hours	Portal bugs: 21 calendar days	80% within defined time 100% within 2x defined time
				App bugs: 28 calendar days	
6.2-3 Incident handling	Incidents classified as Major, Minor, Trivial	< 8 working hours	< 8 working hours	-	95% within defined time 100% within 2x defined time
User questions	Answering user questions	< 8 working hours	< 8 working hours	-	95% within defined time 100% within 2x defined time

6.4 Incident Management – SLA Premium

Ref	Description Service Level	Start processing	Response time	Resolution time	Service Level directive
6.2-1 Incident handling	Incidents classified as Blocker	Direct	< 2 hours	Portal bugs: 1 working day	95% within defined time 100% within 2x defined time
		Direct	< 2 hours	App bugs: 1 working day + approval process Apple & Android	
6.2-2 Incident handling	Incidents classified as Critical	< 16 working hours	< 16 working hours	Portal bugs: 21 calendar days	80% within defined time 100% within 2x defined time
				App bugs: 28 calendar days	
6.3-3 Incident handling	Incidents classified as Major, Minor, Trivial	< 4 working hours	< 4 working hours	-	80% within defined time 100% within 2x defined time
User questions	Answering user questions	< 4 working hours	< 4 working hours	-	95% within defined time 100% within 2x defined time

EXECUTED AS AN AGREEMENT:

<CUSTOMER>

Place, Date

Signature

Name of Signatory

Signature

Name of Signatory

Facility Apps B.V.

Place, Date

Signature

Name of Signatory

Signature

Name of Signatory

7. Annex A – Definitions within SLA

<i>Acceptance:</i>	Approval by <CUSTOMER> regarding the software, Documentation and other Products delivered by FA. In this regard, approval is also understood as implicit approval, which is evidenced by an act such as start using the Products in production.
<i>Adaptive Maintenance:</i>	Adaptive Maintenance is adapting to developments in the environment. This concerns modifications in the software that are necessary as a result of modifications in Third Party Software provided by FA to keep the software functioning. Examples are a new version of the operating system, which would prevent the software from working without making changes. Adaptive Maintenance is preferably picked up as a project and delivered as part of a release plan.
<i>Additional Service:</i>	Services that are not covered by the Agreed Services upon on the date of entry into force of the Agreement; Additional Services are performed in accordance with the change management process and may lead to extra charges.
<i>Additive Maintenance:</i>	Additive Maintenance concerns new functionality or modifications due to changes in Third Party Software that are not supplied by FA. This may be in response to requests from <CUSTOMER>. Additive Maintenance follows the change management process. These change activities will be assessed separately, planned and financed (by <CUSTOMER>).
<i>Agreed Services:</i>	The selected and purchased services as defined in the table in chapter 3.
<i>Basic Services:</i>	Concerns the services as part of the Agreed Services in respect of all software Products, namely: - to raise and maintain knowledge and skills regarding the software offered by FA to <CUSTOMER>; - to set up and make available technical facilities for the software; - Providing periodic Service Level Reporting; - Filling in and operating the management organization; - Providing and maintaining support service, incident and change management processes; - To make and hold available a Support Registration Portal; - Creating daily backups (as defined in “Annex C – Additional information environment”); - Monitoring the environment (as defined in “Annex C – Additional information environment”).
<i>Business day hours:</i>	Time between 09.00 – 17.00 at Business days (time zone CET (Amsterdam)).
<i>Corrective maintenance:</i>	Corrective Maintenance is about repairing defects/bugs. This is about repairing defects/bugs in case the functionality doesn’t match the Specifications. Depending on the impact of the deficiency, a priority is given to the reported support request. Low priority support requests are preferably resolved in a new release as part of release planning.
<i>Documentation:</i>	Documentation about the platform and the changes to the platform: Manuals, FAQ, Instructional Videos and Release Notes.
<i>Maintenance:</i>	Maintenance consists of the services (excluding Basic Services) as recorded in the table in chapter 3.
<i>Perfective Maintenance:</i>	Perfect Maintenance is maintenance for improving performance. This type of maintenance is purely focused on performance enhancements and is a form of Preventive Maintenance. In case of performance problems this should be addressed as Corrective Maintenance.
<i>Preventive Maintenance:</i>	Preventive Maintenance concerns the maintenance to prevent defects/bugs. This concerns maintenance of the architecture and technical design of the environment. This maintenance is initiated from the

	development department, usually with the aim of making the Product more manageable, improving performance and / or preparing for future functional needs. Preventive Maintenance is preferably picked up as a project and delivered as part of a release plan.
<i>Service Level:</i>	Measurable performance and / or quality level with respect to and / or a (partial) process or service as provided to <CUSTOMER>. The Service Levels are included in the Service Level Agreement (SLA, in which the quality levels agreed between <CUSTOMER> and FA are recorded in detail and which are measurable.
<i>Specifications:</i>	The requirements (including business requirements) to which the software must comply and the translation thereof to parameters laid down in institutional Documentation, as set out in Appendix 1 "SaaS function map" within the Agreement.
<i>Third Party Software:</i>	Third Party Software refers to software that <CUSTOMER>, in the context of the services of FA, (in)directly reduces from a third party on basis of the third party's license terms.
<i>Work-around</i>	A method for overcoming a problem or limitation in a program or system.

8. Annex B – Contact matrix¹

Contact <CUSTOMER>:

Nr	Function / Role	Name	Meeting	E-mail
1	Functional Owner		Periodic SLR meeting	
2	Functional Owner		Periodic SLR meeting	
3	Product Expert		-	
4	Product Expert		-	
5	Product Expert		-	
6	Product Expert		-	
7	Product Expert		-	
8	Product Expert		-	

Contacts FA:

Nr	Function / Role	Name	Meeting	E-mail
1	Account manager	Eric Kok	Periodic SLR meeting	Eric.Kok@facilityapps.com

¹ This Annex can be updated between the defined contacts (without signing a new version of the SLA).

9. Annex C – Additional information environment

9.1 Creating daily backups

Our platform creates overnight snapshots that are retained for 7 days.

9.2 Monitoring the environment

FacilityApps has created various monitoring tools to monitor the FacilityApps Platform:

- Critical Amazon Servers
- FacilityApps database Servers
- Background processes

FacilityApps is not actively monitoring:

- Client's email servers
- Client's FTP Servers