

Nmbrs® Service Level Agreement

V20201021

1. Rendering of services on a service-level basis

In addition to the provisions of the General Terms and Conditions, the following provisions in Articles 1 through 4 apply to the rendering of service and support related to Nmbrs®.

1.1 Definitions:

Special Service Hours: Any hours of the day outside regular Service Hours.

Planned maintenance: Possible from 18:00 until 6:00, and (no more than four (4) times a month) from 6:00 until 18:00.

Service Contact: Any contact by the Contract Owner with the Service Desk during Service Hours to report an Outage or submit a question or request, made in accordance with these terms and conditions.

Service Contact categories: Service Contact Category 10, 15, 20, 30 and/or 40.

Service Contact Category 10: Nmbrs® is no longer available or only partially available to the Subscriber due to an Outage on Nmbrs B.V.'s side.

Service Contact Category 15: An Outage that constitutes a serious application error and jeopardises the progress of an essential processing period for all Companies of the Subscriber. The Subscriber can still work with Nmbrs® to a large extent without great inconvenience, though some modification or a programming workaround may be required.

Service Contact Category 20: An Outage that constitutes a serious application error and jeopardises the progress of an essential processing period for one or a few (but not all) Companies of the Subscriber. The Subscriber can still work with Nmbrs® to a large extent without great inconvenience, though some modification or a programming workaround may be required.

Service Contact Category 30: A minor outage in Nmbrs® with only limited impact on the Subscriber, which does not require an immediate response from Nmbrs B.V.

Service Contact Category 40: Any questions or requests for information about the use or implementation of Nmbrs®. Nmbrs B.V. may charge the Subscriber for the handling of Service Contacts of this category. In such cases, Nmbrs B.V. shall inform the Subscriber promptly, before it begins processing the Service Contact in question.

Necessary additional maintenance: Maintenance performed during the Nmbrs® Service Window which cannot be postponed (for example, due to security threats).

Support: The provision of general assistance related to Nmbrs® during Service Hours (as well as during Special Service Hours in the case of Category 10 Service Contacts) by the Nmbrs B.V. service desk (hereinafter: Service Desk) by telephone or via the online help desk, including explaining standard user documentation, help with using Nmbrs® correctly and verification and analysis by the Subscriber of the accuracy of data that has been entered or processed. This support explicitly includes, among other topics, the explanation of the Subscriber's usual or preferred method of bookkeeping or internal bookkeeping rules, the complete explanation of how functionalities work in the event that no training has been conducted, the provision of implementation services at the start of using Nmbrs®, the provision of project management or the creation of process definitions with regard to setting up the Subscriber's implementation.

Response Time: The amount of time between the reading out of a Service Contact and the point at which Nmbrs B.V. begins offering Support as confirmed in an oral or written notification to the Subscriber.

Service Hours: Nmbrs B.V.'s regular office hours (8:30–17:00 CET), Monday through Friday, with the exception of public holidays in the Netherlands. Other opening hours apply to offices outside the Netherlands.

Nmbrs® Service Window: Daily from 6:00 until midnight.

Outage: A reproducible problem which results in the services related to Nmbrs® being fully or partially unavailable to the Subscriber.

2. Applicability

2.1 Service Level Agreements (hereinafter: SLAs) apply to the Agreement for Nmbrs® Subscriptions and the accompanying General Terms and Conditions. The General Terms and Conditions may be consulted by the Subscriber and downloaded from the website www.nmbrs.nl (in these Terms and Conditions: the Website).

2.2 Nmbrs BV is entitled to modify the applicable SLA at any time during the Agreement period. In such an event, Nmbrs BV shall inform the Subscriber of this at least three (3) months before such changes take effect.

3. Availability

3.1 Nmbrs BV shall endeavour to ensure that Nmbrs® is available for use during 99.6% of Service Hours on average per month. Availability is defined as the ability to log into the site/portal of Nmbrs.nl (measured on the Nmbrs B.V. server), on the agreed Nmbrs® Module(s), and the displaying of the homepage of the Nmbrs® Module(s). Actual availability is calculated as follows: Uptime is the time Nmbrs® is available. Downtime is the time that the Nmbrs® is unavailable. Planned maintenance, necessary additional maintenance as well as circumstances outside the control of Nmbrs B.V. do not count as Downtime and are not calculated into the Uptime percentage. Actual availability is $\text{Uptime} / (\text{Uptime} + \text{Downtime})$.

3.2 Nmbrs B.V. shall endeavour to inform the Subscriber of Planned Maintenance by means of a notification on the website (support.nmbrs.nl), via [twitter@nmbrs](https://twitter.com/nmbrs) and/or via e-mail, at least two (2) days before such maintenance takes place.

3.3 Notwithstanding the provisions of Article 3, Nmbrs BV is not responsible or liable for (the consequences of) Outages arising from/associated with:

- the use of Nmbrs® in violation of the applicable terms and conditions or contrary to the instructions in the corresponding user documentation, or any other improper use/misuse of Nmbrs®, including any errors in data entry or in the data itself;
- changes or errors, defects or deficiencies in equipment or software other than the Infrastructure, including misconfiguration of equipment and infrastructure of the Subscriber, or failure in the telecommunications infrastructure of the Subscriber or of third parties, or third-party power infrastructure (outside the Infrastructure), lasting longer than four (4) hours;
- unavailability of Nmbrs® (during working hours) at the request of the Subscriber.
- situations in which Nmbrs B.V., in identifying or isolating the problem or outage, requires assistance from the Subscriber that the Subscriber cannot provide;
- other causes which are not attributable to Nmbrs B.V.

3.4 If part of the Scheduled Maintenance is updated on a weekly basis. During this weekly update, certain functions such as processing a payroll run are not available. Nmbrs B.V. shall endeavour to ensure that this unavailability does not last longer than one (1) hour.

3.5 Nmbrs B.V. shall endeavour to maintain the speed of data traffic to and from Nmbrs® at a level that the Subscriber can acceptably use during Service Hours; this is measured objectively as follows: manually retrieving or saving a bookkeeping document with two lines in an Environment of average size, using a computer of average age and maintenance and an internet connection of average speed, takes one and a half (1.5) seconds in two out of three cases, and no longer than two (2) seconds in the third case. The Subscriber must report this to Nmbrs B.V. and furnish proof if this is not the case.

4. Response Times

4.1 The following Response Times shall be upheld: Category 10: two (2) hours during Special Service Hours; Category 15: five (5) hours during Special Service Hours; Category 20: five (5) hours during Service Hours; Category 30: eight (8) hours during Service Hours; and Category 40: two (2) working days during Service Hours.

4.2 Support is provided from a Nmbrs B.V. location. If the Subscriber wishes to receive on-site assistance, a separate appointment can be made by mutual agreement at the fee that currently applies for the Subscriber.

4.3 The Subscriber shall designate one (1) Contract Owner. At the start of the Subscription, the Parties shall convene to discuss which of the Subscriber's employees are qualified to be the Contract Owner. Having multiple Contract Owners is only possible with written consent from Nmbrs B.V.

4.4 The Service Contact Category shall be determined by Nmbrs B.V., based on the information from the Subscriber as well as its own findings.

5. Submitting a Service Contact

5.1 Service Contacts in Categories 15, 20, 30 and 40 are reported to the Service Desk by telephone and/or email.

5.2 A Category-10 Service Contact must be submitted as soon as possible by phone and email, as shown on the website of Nmbrs B.V. Nmbrs B.V. is automatically informed whenever a Category-10 Service Contact is submitted.

5.3 Service Contacts can be submitted 24 hours a day. A Service Contact must contain the following information at least:

- a) The Subscriber's identification number;
- b) The name of the Contract Owner submitting the Service Contact;
- c) A detailed description of the Outage.

5.4 During Service Hours, the Subscriber will receive an hourly update on the status of any Category-10 Service Contact.

5.5 Before consulting the Service Desk, the Subscriber must first consult the Frequently Asked Questions (FAQs). This feature is available from the desktop on the website of Nmbrs B.V.

5.6 Nmbrs B.V. is not liable for any incorrect, incomplete, delayed sending and/or receipt of a Service Contact submitted or created by the Subscriber, regardless of whether this was caused by loss of functionality of telecommunications services and equipment belonging to the Subscriber or to any third party.

6. Reporting

6.1 The Subscriber can monitor how Nmbrs B.V. is handling the Service Contact through the support function of Nmbrs® via the website <http://support.nmbrs.nl>, 24/7 and in real time. This procedure applies to Service Contacts in Categories 15, 20, 30 and 40.

7. (Physical) security, data backup

7.1 For detailed descriptions of the technical and organisational measures currently put in place to ensure the Availability, Integrity and Confidentiality of the data and services, refer to the most recent applicable 'assurance report' and/or the Nmbrs® IT white paper (or similar information source published by Nmbrs B.V.).

Gold Service Level: Rendering of services

8. Gold Service Level: Special Provisions

8.1 The Special Provisions of Article 8 shall apply if the Parties have agreed to a Gold Service Level. If these General Terms and Conditions (or any part of them) are contrary or inconsistent with the provisions of the Gold Service Level Special Provisions, then the Special Provisions shall take precedent.

8.2. Definitions

Support: The provisions under 'Support' in Paragraph 1.1 and the provisions of that paragraph pertaining to Category-10 Service Contacts also apply to Service Contacts in Category 15.

Resolution Time: The time that elapses from the Response Time until the Outage is resolved or a workaround has been implemented.

8.3 Resolution Time Notification Category 10, 15 and 20

- For Category 10: Four (4) hours during the Service Hours and twenty-four (24) hours during Special Service Hours.
- For Category 15: One (1) working day during Special Service Hours.
- For Category 20: Ten (10) working days during Service Hours.

8.4 Nmbrs B.V. may, when the occasion arises, delay the repair of the defects until a new version of the software is put into service. Nmbrs B.V. is entitled to apply temporary solutions, programming workarounds or problem-avoiding restrictions in the software.

8.5 In deviation to the provisions of the General Terms and Conditions, the liability for damages resulting from/associated with failure to uphold the Resolution Times stated in Paragraph 8.3 shall be limited to direct damages up to an amount equal to the total of the fees (exclusive of VAT) paid for the Subscription in the month prior to the incident in which the damage was incurred. Other than the aforementioned right to compensation for damages, the Subscriber cannot assert any further against Nmbrs B.V. in connection with the failure to uphold the Resolution Times, including but not limited to suspension and cancellation.

8.6 In addition to the provisions of Paragraph 6.1, a report shall be made available at the Subscriber's request up to four (4) times a year on the total number of Category-10 Notifications.

9. Contact

9.1 In case of any questions and/or comments about the Terms and Conditions for Use, contact Nmbrs B.V. via: Compliance@Nmbrs.nl

*** Please note this text is a translation. In case of any misunderstanding, ambiguity, confusion or error with regard to these terms and conditions due to this translation, the Dutch version prevails.**