SERVICE LEVEL AGREEMENT

between

POET FARMER B.V.

and

[CUSTOMER]

[CONTENT OF SERVICES]

Project Number:
Project Manager:
Date:

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1. **Agreement Overview**

   1.1. This Agreement is a Service Level Agreement ("SLA" or "Agreement") between Poet Farmer B.V. and [CUSTOMER] for the provisioning of specific activities required to support and sustain website and hosting activities.
   1.2. This Agreement outlines the parameters of all the Services covered as they are mutually understood by the primary stakeholders. This Agreement does not supersede current processes and procedures unless explicitly stated herein.
   1.3. This Agreement is applicable independent from other agreements.
   1.4. The General Terms and Conditions of Poet Farmer are applicable. By signing and/or accepting this Agreement Customer acknowledges receipt of the General Terms and Conditions and its full acceptance of both their applicability as well as their content. Please find the General Terms and Conditions here.

2. **Goals & Objectives**

   The **purpose** of this Agreement is to ensure that the proper elements and commitments are in place to provide consistent Service support and delivery to the Customer by the Service Provider.

   The **goal** of this Agreement is to obtain mutual agreement for Service provisions between the Service Provider and the Customer.

   The **objectives** of this Agreement are to:

   - Provide clear reference to Service ownership, accountability, roles and/or responsibilities.
   - Present a clear, concise and measurable description of Service provision to the Customer.
   - Match perceptions of expected Service provision with actual Service support & delivery.

3. **Parties**

   The following Solution Provider and the Customer will be used as the basis of the Agreement and represent the **parties** associated with this SLA:

   Service Provider: Poet Farmer B.V. ("Service Provider")
   Customer: Customer Name ("Customer")

4. **SLA budget/charges**

   The SLA budget will be invoiced quarterly and in advance on basis of the following assumed monthly reservations:

   a) Reservations for preventive maintenance (two (2) hours) at € *** p/m:
   b) Reservations for reactive maintenance (two (2) hours) at € *** p/m;

   Total SLA budget/month = € ***

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Support Price List	
A1 Back-end development	**€ 100,00**
A2 Front-end development	**€ 100,00**
C1 Design tasks	**€ 100,00**
E1 Project/SLA Manager	**€ 100,00**

Poet Farmer B.V. bank details:
BIC/SWIFT: INGBNL2A
Account: NL49INGB0007952944

5. Validity, Periodic review and Project Manager

This Agreement is effective as of **01 January 1970** and is valid for a period of one (1) year. This Agreement remains valid until superseded by a revised agreement mutually endorsed by the parties. Upon termination, a notice period of sixty (60) calendar days before expiry of the Agreement applies, in the absence of which this Agreement will be automatically renewed for one (1) year. This Agreement should be reviewed at a minimum once per calendar year; however, in lieu of a review during any period specified, the current Agreement will remain in effect.

The **Project Manager** is responsible for prioritizing tickets and issues, as well as facilitating regular reviews of this document. To the sole determination of the Service Provider, another Project Manager may be assigned. Other contents of this document may be amended as required, provided mutual agreement is obtained from the primary stakeholders and communicated to all affected parties. The Project Manager will incorporate all subsequent revisions and obtain mutual agreements / approvals as required.

Project Manager contact info:
support@poetfarmer.com
+ 31 (0)88 0909 888

Review Period: Once per calendar year
Previous Review Date: [date]
Next Review Date: [date]

6. Service Agreement

The following detailed Service parameters are the responsibility of the Service Provider in the ongoing support of this Agreement.

6.1. *Service Scope*

The following Services are covered by this Agreement:

6.1.1. Preventive Maintenance
Defined as activities in connection with First Line Support, advancing insights, changes in the situation caused by external factors and links:

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- First Line Support;
- Advancing insights in methods, standards and approach regarding programs, which can cause failures, breakdowns or performance issues.
- Upcoming changes in the situation or dependence on third parties, which could have impact on the Service.
- Upcoming changes in web standards or browsers.
- Upcoming change in legislation, which could impact the Service.
- The Service Provider will provide status updates about the Incident statement, reactive approach and processing time.
- At completion of the preventive maintenance a report will be compiled with the current status, possible risks and observations and the time spent per issue.
- During the month critical software and security updates can be implemented immediately, without providing a prior report.

6.1.2. <u>Reactive Maintenance</u>

Defined as activities in connection with root-cause analysis and bug-fix isolation and resolution:
- Analysis of the cause of the Incident(s). Incidents will be assessed to define its cause. Measures will be taken to solve the cause of the Incident(s) and will be reported monthly.

Defined as emergency repair of a system operation which is non-compliant with the current approved system specifications. This also applies for system errors or unexpected results of the system, resulting in system disability for the goal it's designed for.
- The Service Provider will provide status updates about the Incident statement, reactive approach and processing time.
- At all times, a notification shall be done when an Incident is registered. This concerns Incidents, which have been discovered by the Service Provider.

6.1.3. <u>Service improvements and changes (RfC/RfP)</u>

a. When improvements in the Service are necessary within the scope of the predefined (preventive or reactive) maintenance, it is possible to perform these activities within the available SLA budget, under the condition that any such improvements can be executed within one (1) hour of the SLA budget.

b. When the proposed improvements will cost more to execute time than one (1) hour, any such request or (if originating from the Service Provider) will be qualified an "RfC" (<u>Request for Change</u>) or "RfP" (<u>Request for Proposal</u>). See art. 7.4 for RfC/RfP procedure.

6.1.4. <u>Hosting, downtime, updates, backups and procedures</u>

a. If hosting is provided in the Service of the Service Provider, the Service Provider guarantees an availability of the Service of 99,1% per calendar year. Scheduled maintenance falls outside the scope of this 99,1% availability. Regarding warranties concerning the availability of third party systems (such as Google Analytics), the Service Provider refers to the terms and conditions of these third parties. On request, the service level agreement with this third party can be provided to the Customer.

b. Downtime following maintenance which will be expected to amount more than one (1) hour will be communicated to the Customer by the Service Provider five (5) business days in advance. If the expected maintenance amounts more than one (1) hour, the Service Provider will provide a back-up environment, which will be activated to prevent interruption for more than one (1) hour.

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c. Maintenance and updates will – as much as possible - be executed outside of busy periods of user traffic to prevent inconvenience with the Customer and the end-user.

d. The Service Provider retains the right to take specific Services offline for maintenance, (security) updates and/or to take any other measures in case the Services cause (for example, but not limited to) an excessive overload on the Service Provider's network or servers.

e. If any maintenance or updates take more time than expected, the Service Provider will inform the Customer immediately and will carry out one of the following procedures:

    i. On the basis of a revised planning the maintenance activities will be continued to get back into operation as soon as possible;
    ii. The back-up system will be activated, which will make the elements of the Service in full or in limited extent operational. When a solution is provided, the back-up system will be disabled;
    iii. A full roll-back procedure will be activated, which will bring the Service back in its original state. The maintenance shall be rescheduled. First a survey regarding to cause of the issues must be carried out. This option only applies when it is safe to activate a roll-back procedure, in connection with hardware- or safety-risks.

6.1.5. Reports

The Service Provider will provide a monthly (user) report regarding the following topics:
a. Maintenance Service:
A monthly short advice regarding problem areas, points of action, (scheduled) tasks, failures, downtime, response times, updates, new developments, projects or external factors.
b. Logs:
Log and discussion of specific issues, end result and if necessary clarification by the Project Manager.
c. Timing:
These monthly reports will be provided through the medium as agreed upon by the parties.

6.1.6. Use of the SLA budget

The agreed upon monthly SLA budget (as agreed upon in art. 4) is the sum of:

a) Reservations for preventive maintenance:
The Service Provider provides on its own accord preventive maintenance (as defined in art. 6.1.1.) with regard to the available SLA budget. If the Customer runs out of budget, the Service Provider will inform the Customer accordingly. When necessary, extra budget will be calculated. Also saved SLA budget can be assigned.

b) Reservations for reactive maintenance:
Reactive maintenance (as defined in art. 6.1.2) will be provided by the Service Provider if ordered by the Customer. These activities will consist of solving failures, bugs, processing new insights, as well as text changes, adding or deleting tags, changing designs, elements and other similar changes. If the Customer runs out of budget, the Service Provider will inform the Customer accordingly. When necessary, extra SLA budget will be calculated. Also saved SLA budget can be assigned for reactive maintenance.

6.1.7. Retention, surplus and RfC's

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Any monthly SLA budget surplus will be added to next month's budget with a maximum retention time of six (6) months. Upon termination of this Agreement, the SLA budget surplus will be expired, regardless of any remaining retention time. The budget surplus is exchangeable between both reservations (art. 6.1.6 a + b). The saved budget surplus can also be used for RfC's and RfP's. Any use of the accumulated SLA budget shall be set off against the oldest acquired budget. Only the representatives of the Customer mentioned in the schedule of art. 7.4 are authorized to allocate the SLA budget surplus.

6.1.8. <u>Other Service parameters</u> (also see art. 7.1)

a) Manned telephone support;
b) Monitored email support.

6.2. Customer Prerequisites

Customer prerequisites in support of this Agreement include:

- Customer is aware that the Service support by the Service Provider is delivered only with regard to the Service itself and all the Incidents deriving from third party solutions are not in the scope of the Service Provider's responsibilities.
- Customer is aware that any re-compilation of the Services done by the Customer itself may cause potential damage to the Service functionality and will not be supported by the Service Provider.
- Customer is aware that the support is provided in English and/or Dutch;
- Customer is aware that any technical documentation regarding the Services will be provided in English and/or Dutch.

6.3. Service Provider Requirements

Service Provider responsibilities and/or requirements in support of this Agreement include:

- Service Provider is required to deliver the (technical) documentation regarding the Service (e.g. configuration procedures).
- Service Provider delivers a Service scope definition with its Proposal.
- The Service Provider may provide a necessary support training. The training will be billable against the Customer according to the Service Provider's standard prices.
- Upon the notification of an Incident, the Service Provider will prioritize the Incident and will assign it to an appropriate Service Provider's support level instance.
- Service Provider is obliged to inform the Customer about upcoming Service updates and upgrades and deliver the related documentation;
- Service Provider is required to meet response times associated with Service related Incidents.

6.4. Service Assumptions

Assumptions related to in-scope Services and/or components include:

- In case the Customer is proceeding with the solution installation, configuration and support in house, the Customer is familiar with the technical documentation, requirements and Service level scope delivered by the Service Provider.
- Changes and improvements to Services will be communicated and reported to the Customer.
- If applicable, Customer is aware of time differences and Service Provider's office working times.
- In case of emergency onsite support customer is aware of the delays in regards to travel times.

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7. Service Management

Effective support of in-scope Services is a result of maintaining consistent Service levels. The following sections provide relevant details on Service availability, monitoring of in-scope services and related components.

7.1. Service Availability

Coverage parameters specific to the Service(s) covered in this Agreement are as follows:

● Telephone support at **+31 (0)88 0909 888**
● Monitored; 9:00 A.M. to 5:30 P.M. CET (GMT +1) Monday – Friday
   o Calls received out of office hours will be forwarded to a mobile phone and best efforts will be made to answer / action the call, however there will be a backup answer phone service.

● E-mail support (for tickets/Bug Tracking System reports) at **support@poetfarmer.com**:
● Monitored 09:00 A.M. to 5:30 P.M. CET (GMT +1) Monday – Friday
   o You will receive a confirmation of receipt and within a reasonable time frame a suggested solution.
   o Emails received outside of office hours will be collected, however no action can be guaranteed until the next business day.

7.2. Service Requests

In support of Services outlined in this Agreement, the Service Provider will respond to Service related incidents and/or requests submitted by a Customer according to an incident priority assigned:

Priority	Status	Impact Incident/Request	Response time
1	Company critical	The Service is not available or does not work at all.	0-2 hours (during business hours)
2	Process critical	One or more essential functionalities or process errors which occur in the Service (e.g. applicable content is not displayed or wrong content is displayed).	0-4 hours (during business hours)
3	Significant	These types of issues influence the productivity or usability of the Service in a negative way. Frequently used functionalities do not function properly (e.g. certain elements of the website are not shown).	Within 1 business day
4	Cosmetical	These types of issues do not influence the functionality of the Service (e.g First Line Support, such as content management requests).	Within 5 business days

Observations / Exceptions:
•   If an Incident results in a RfC/RfP and is approved, the processing times of the Change Management process apply (art. 7.4).
•   If a notification results in a referral to a third party, these processing times do not apply.

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The schedule below is applied for unambiguous prioritization.
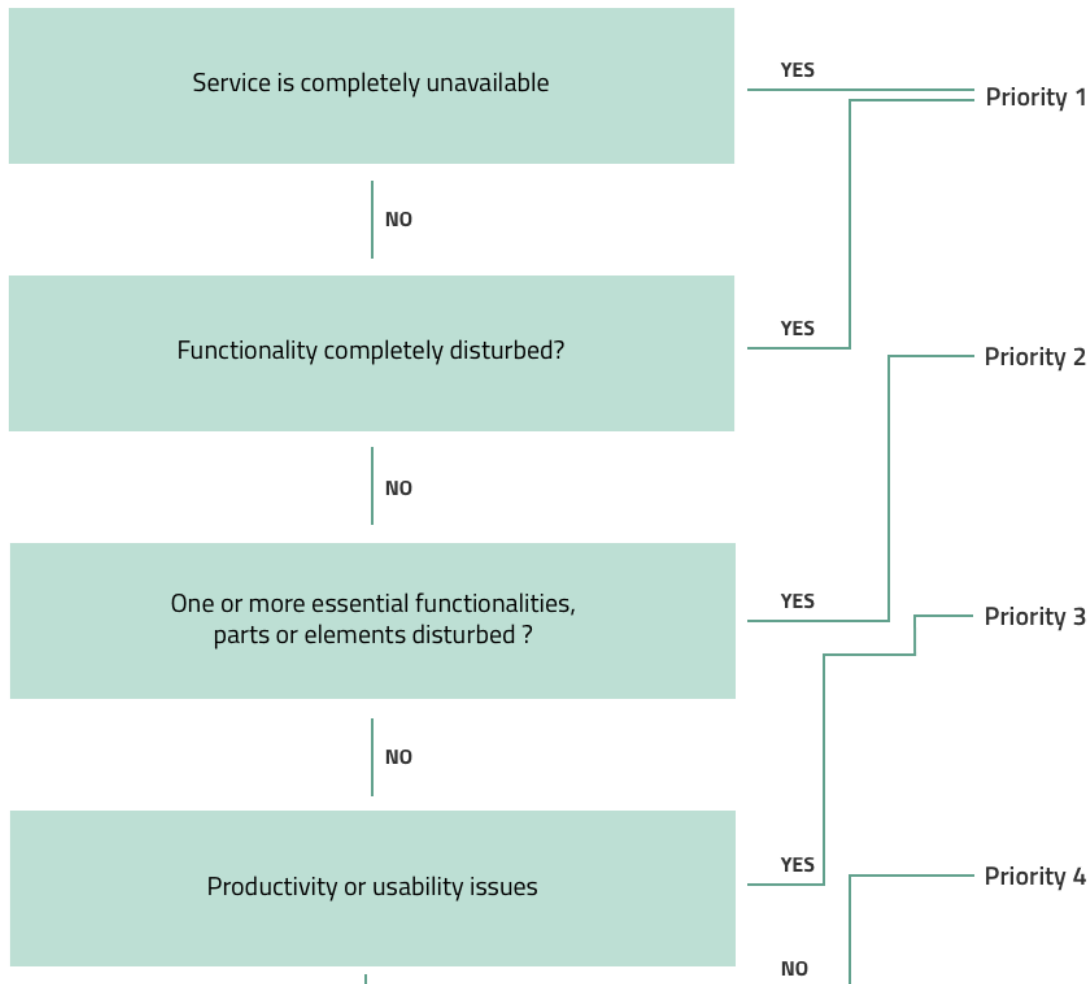
7.3. Time limits

To cause as less nuisance as possible from the effects of Incidents below a starting time per priority is represented.

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Priority	Status	Response time	Work starts within[1]	Workaround available[2]
1	Company critical	0 – 2 hours	2h (business hours)	24h
2	Process critical	0 – 4 hours	6h (business hours)	48h
3	Significant	1 business day	3 business days	
4	Cosmetical	5 business days	To the discretion of the Project Manager	

7.4. Change Management process

RfC's will be provided by the Customer to the Service Provider and a RfP's will be submitted by the Service Provider to the Customer, under the following conditions

Change Management	Norm
Requests for standard, minor and major changes	Standard, minor and major changes requested by the Customer will submitted to the Service Provider only through authorized persons as mentioned in the schedule hereunder.
Duration of standard / minor changes	The Service Provider warrants that 80% of the monthly total of the standard / minor RfC notifications is dealt with within the specific time limits.
Quantity standard / minor changes	Within the available SLA budget.

Authorized representatives Customer/SLA budget (overrun)

Representative	SLA budget
***	Within SLA budget
***	Outside SLA budget

7.5. Escalation procedure

If according to the assessment of the Customer or the Service Provider the handling of an Incident does not proceed according to this Agreement, or according to the rightful expectation of the Customers will not proceed as agreed upon, there is a risk of escalation. The goal of the escalation is to involve a higher management level in solving the Incident.

Level	Service Provider	Customer
Help desk	Project Manager	Incident Manager
Operational	Project Manager	Service Manager
Management board	Director	Director

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[1] Only when notified during business hours.
[2] Not considered as business hours and considered to be applicable from the Repair time (TTF).

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If the Customer considers that Priority 1 and 2 Incidents are concerned, the following time range will be applied before (further) escalation:
- Directly after receipt the Incident Manager will be involved for coordination;
- If too little progress is made after four (4) hours the operational level will be involved. As of that moment, this level is responsible to fulfil the obligations of the Service Provider;
- If too little progress is made after eight (8) hours the management board will be involved. As of that moment, this level is responsible to fulfil the obligations of the Service Provider;

[CUSTOMER]   Poet Farmer B.V.

Signature _____   Signature _____

Name _____   Name _____

Title _____   Title _____

Date _____   Date _____

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