



Service Level Agreement

AutoGrowth B.V.

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CoC number: 88347893

1. General

The Client and AutoGrowth have agreed that all the standardized arrangements and procedures in this Service Level agreement (hereinafter: SLA) apply to the service to be provided by AutoGrowth. This SLA provides the Client an understanding of AutoGrowth its services. It enables both Parties to effectively manage the quality of the service as well as the specific arrangements that have been made regarding the nature and scope of the service. This SLA is an integral part of the Agreement between the Client and AutoGrowth.

AutoGrowth provides the Client access to the custom solution. To live up to the service levels in this SLA, AutoGrowth relies on the Client where it comes to the input for its processes.

In order to meet the latest requirements of all its clients, AutoGrowth reserves the right to adjust this SLA.

2. Definitions

Application	the software that is the subject of the Agreement
Availability	the availability of the Automation Applications.
Calamities maintenance	the blocking of the software by AutoGrowth to prevent further damage and impact.
Configuration management	Modifications to the Infrastructure such as web servers, database servers and firewalls.
Registered contact	users of the Client who are registered as contacts for AutoGrowth Support.
Infrastructure	the hardware, data communication facilities and system software used by AutoGrowth to provide the custom solution.
Agreement	the quotation or agreement signed between the parties for the delivery of the custom solution.
Performance	the average response time of the application(s) from your request to a response from the system ("from Enter or mouse click to new screen")
Request	submitting a question or incident online via AutoGrowth Support.
Software platform	making available Application(s) installed on the AutoGrowth Infrastructure on a by AutoGrowth chosen location through remote access to the client
Malfunction	a problem directly attributable to software platform that impedes the normal use of the Application, or the otherwise non-conforming functioning of the software platform as described in the Agreement.
Automation	the overarching naming of the by AutoGrowth offered Applications. In the context of the Agreement between the Client and AutoGrowth, it includes all the AutoGrowth Applications that the Client purchases in accordance with the Agreement.
Hosting	hosting costs are charged for hosting the required Azure resources. These costs are directly tied to the resources used, such as virtual machines, storage, databases, web applications, compute power and virtual networking.
Monitoring	monitoring costs are associated with the continuous observation and reporting on the health, performance, and security of the infrastructure. This includes real-time alerts, regular health checks, constant logging and performance metrics.
Maintenance & support	maintenance costs are for regular updates, security patching, performance optimization, as for addressing unexpected issues and providing support.

3. Access to the Service

User administration

The Client has access to the Application using the recommended internet browsers. There are two possible ways to access the application:

- Open: the application is open for anyone to use who is provided with the link to the software platform.
- Secured: the application is only available through secured access using a loginname/password/e-mailaddress or through Single Sign On (SSO).

Maintenance

AutoGrowth has the following types of maintenance:

Type	Time
Regular Maintenance: Maintenance infrastructure, updates, back-up and maintenance Applications	Weekly on Wednesdays between 7.00 CET +1 and 10.00 CET +1.
Hotfixes: Calamities maintenance	Urgent technical errors which disrupt the ability to use the automation will be hotfixed outside a maintenance window when required.
Major releases: Releases of the various applications and / or major maintenance on the infrastructure	Major maintenance or patches that require communication towards users in order to use the automation will be communicated to the Client between 4 and 2 weeks before release date.

Logging

AutoGrowth maintains logs of activity concerning the Application. By doing this, suspicious or deviating activity can be swiftly detected, and information concerning such activity can be supplied to the Client.

4.Availability

The availability of Automation is of great importance for its continuity and timeliness. There are many facilities which altogether provide an optimal availability of Automation.

The availability of Automation is monitored constantly and is measured by automated processes. Automation is available 24/7 for your users, except during planned maintenance as mentioned under 'Maintenance'. These activities can influence the performance of the Application.

The availability of Automation is measured without prior notified maintenance. Calamities maintenance is excluded during measurements as well and is not notified in advance. An example of calamities maintenance is the direct action that has to be taken for detected security problems. AutoGrowth guarantees an availability level for the Applications of at least 99.5%. The availability level in question is measured per quarter.

5. Performance of the Application(s)

This means the response time of Automation application(s) starting from your request until the reaction of the system ('from pressing enter until new screen').

Chain

The response time is determined by three domains:

- Domain Client: such as the clients' network, devices, firewalls, routers, switches, WAN/ LAN, Wi-Fi and the corresponding layout.
- Domain AutoGrowth: such as the environment of Automation on AutoGrowth its infrastructure, including firewalls, web servers, application servers, database servers and storage.
- The internet connection and providers.

Domain AutoGrowth

AutoGrowth is obliged to provide a good response time to all its clients. To achieve this, many facilities are available within the Automation infrastructure, such as usage of load balancing, which grants quick and flexible system capacity when needed.

AutoGrowth monitors the response time of Automation Applications within its domain on a regular basis. It should be noted that response time is a relative concept, because it is partly determined by the nature of the act of a user. For example: a simple switching of screens by a user of the Client has a different response time than processing a report or processing a large amount of data.

A performance and stress test by the Client on an Application is only granted after prior written consent by AutoGrowth in accordance with prior arrangements about the scope and moment of a certain test.

Evaluation

Yearly evaluations will be planned by the Product Owner or Project Manager to discuss the performance of the application and the satisfaction of the Client and users. Malfunctions and possible feature requests will be discussed in order to improve the quality of the application.

6. Technical and Operational Management

AutoGrowth is responsible for the technical management of AutoGrowth its Infrastructure (web application servers and database servers, network components within AutoGrowth its domain where the Applications are made available). The technical management ensures that the infrastructure is stable and safe. AutoGrowth aims to maintain the status quo by protecting and managing the system as optimal as possible. This entails measuring, diagnosing and solving current issues reactively and by solving potential threats pro-actively.

The following activities are carried out:

- surveillance and control of the infrastructure;
- operational guidance of services and infrastructure;
- configuration management;
- workload surveillance, task scheduling, reliability testing;
- storage management and service maintaining;
- capacity management;
- back-up and recovery;
- event logging.

7.AutoGrowth Support

Questions about the functioning of Automations are answered by AutoGrowth Support. We offer these services to the registered contact of the Client.

What AutoGrowth expects from the Client

To avoid fraud and misuse, only registered contacts are able to use our service. To offer you great assistance, we expect that registered contacts:

- have knowledge of the field in question;
- are educated to work with our applications;
- consult product manuals and recent product information;
- perform basic control acts before filing a report;
- describe their acts of control adequately and if necessary enclose supporting information.

Support regarding Malfunctions

AutoGrowth applies a schedule to give the right priority and the corresponding response time to the malfunction. The priority is based on the type and severity of the reported malfunction and the corresponding initial response time and expected recovery time.

AutoGrowth actively monitors the Application and proactively reports defects or incidents to the Client. If reasonably possible, the Client's contact person at AutoGrowth will inform the Client of any Malfunctions that occur.

If the Client detects a Malfunction, this must be reported. This can be done 24 hours a day via email to: support@autogrowth.nl.

AutoGrowth will determine the seriousness of the Malfunction in consultation with the Client. The seriousness of the problem depends on the scope and the impact of the problem.

- The scope is determined by the number of users experiencing the problem.
- The impact is considered to be the extent to which the problem influences the use of the application.

Whenever the Client is planning an event that either has a high impact, AutoGrowth should be pro-actively informed AutoGrowth through the e-mail address above. AutoGrowth can then decide whether additional monitoring is required and whether we need to provide additional support and contact details.

AutoGrowth aims to respond to messages concerning incidents or defects within 8 hours after having received the report.

Resolution times

The resolution time that AutoGrowth strives towards is determined by considering the scope and the impact of the problem. After a Malfunction has been reported, AutoGrowth will provide a suggested time schedule to solve the issue. The following resolution times relate to the assigned impact and scope of the Malfunction:

Impact	Scope		
	High	Medium	Low
High	< 48h	< 48h	< 120h
Medium	< 48h	< 120h	< 240h
Low	< 120h	< 240h	< 240h

Malfunctions are resolved free of charge, unless the Malfunction is caused by and attributable to the Client.

Feature requests

A feature request is considered to be a supplementation of the Application's existing functionalities.

- Feature requests are not within the scope of the agreed pricing in the Agreement;
- Whenever AutoGrowth receives a feature request, an estimate of the necessary development time and associated costs will be made;
- New features will be prioritized by AutoGrowth based on their impact and relevant value for all users of the Application.
- If a feature is to be implemented the Client will be informed beforehand.

To enter a feature request, contact AutoGrowth Support via: support@autogrowth.nl. Feature requests should meet the following requirements:

- Specific: the request should be specified, both in changes and their scope.
- Supported by visual content specifying the desired change.

Acceptance

Once AutoGrowth has finished work concerning malfunctions or feature requests, results will have to be accepted explicitly by Quality Assurance and the Client.

Backups

AutoGrowth is responsible for storing the data of the Client. To this end, daily backups of digital products are made and secured. As a result of these daily backups, the maximum amount of data that can be lost concerns all data generated or gathered within a 24-hour period. Encrypted backups are sent and stored on physical serves at locations differing from those of the production server.

Data Processing Agreement

When AutoGrowth is processing personal data in order to maintain this server a Data Processing Agreement will be met with the client in a separate agreement.

8.Pricing and Payment

Pricing conditions

- The annual fee for this SLA is based on the software category of the services as described in the table below. The model of choice is determined in the Registered Contract.
- Included in this pricing are hosting, maintenance and support of the application.
- The execution of feature requests is not included in the price.
- Costs for the SLA are invoiced annually and are charged in advance.
- The SLA is renewed tacitly each year.
- AutoGrowth and the Customer annually evaluate the operation of the application and this SLA. This evaluation can be used to update or terminate the SLA.

Pricing

- The SLA includes Hosting ^[1], Monitoring ^[2] and Maintenance & Support ^[3].
 - Hosting is dependent on the amount of resources (e.g. servers, databases, licences).
 - Monitoring is dependent on the size of the project. The bigger the project, the more the price will decay.
 - Maintenance is dependent on the size of the project. The bigger the project, the more the price will decay.
- Here is a general indicative price range for all services. For each project a specific price will be calculated and this specific price will always be applicable over the general indication:

Project Price	Hosting	Monitoring	Maintenance Total per & Support	Total per Month	Total per Year	Percentage per Year
€ 5.000	€ 26,60	€ 50,00	€ 80,00	€ 157	€ 1.879	38%
€ 10.000	€ 53,20	€ 87,50	€ 140,00	€ 281	€ 3.368	34%
€ 15.000	€ 79,80	€ 112,50	€ 180,00	€ 372	€ 4.468	30%
€ 20.000	€ 106,40	€ 125,00	€ 200,00	€ 431	€ 5.177	26%
€ 25.000	€ 133	€ 137,50	€ 220,00	€ 491	€ 5.886	24%
€ 30.000	€ 159,60	€ 150,00	€ 240,00	€ 550	€ 6.595	22%
€ 35.000	€ 186,20	€ 162,50	€ 260,00	€ 609	€ 7.304	21%
€ 40.000	€ 212,80	€ 175,00	€ 280,00	€ 668	€ 8.014	20%

Update SLA & Termination

If AutoGrowth and/or the Customer want to update or terminate the SLA, the following rules apply:

1. Proposed updates to, or the termination of this contract must occur in written form, via e-mail.
2. Updates are only implemented with mutual approval of AutoGrowth and the Customer
3. The notice period for this contract is three months unless agreed differently in the registered contract and can only be cancelled at the end of each 12-month term.

4. Pre-paid sums are credited by AutoGrowth after the service's termination.