SERVICE LEVEL AGREEMENT

DECOS

INTRODUCTION

This Service Level Agreement (SLA) describes the agreements between Decos and the Client for our support services with regard to the Maintenance offered.

This SLA has been revised for 2020.

What has changed compared to 2019?
- No substantive changes have been made.

CHANGE HISTORY

Description	Date
Update new corporate style	19-11-2014
Addition of Diagnostic data collection (§ 2.4)	10-11-2015
Amendment following the Netherlands ICT conditions (Introduction & § 2.4)	09-06-2016
Improvement in readability of SLA, distinction between local & Cloud applications and Links and shorter resolution times	27-12-2016
Refining of definitions, reports	28-10-2017
Refining of definitions, annual revision	28-10-2018
Extension of validity SLA 2019	29-11-2019

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1. SERVICE LEVEL AGREEMENT

This Service Level Agreement (SLA) applies to JOIN Applications and Interfaces. The effective date is 1 January 2020.

1.1. Definitions

The terms used in this SLA are defined here. Wherever a defined term is intended, it is written with an Uppercase letter.

Term	Explanation of defined term
Application(s)	The application(s) to which this SLA relates
Application Manager	Employee of the Client who carries out the daily functional management of the Application, submits Tickets to Customer Support and acts as contact person for the implementation of a solution.
Cloud	Technical environment managed by Decos, from which the Application is used online by the Client.
Cloud Application	Application that is delivered from the Cloud and whose technical management is therefore carried out by Decos.
Decos	Decos Information Solutions, the supplier.
Diagnostic Information	Anonymised data on the use and performance of (parts of) the Application or the Interface: usage statistics, error messages, log files and technical environment variables. Diagnostic data does not contain any user or Personal Data.
Exit Plan	The planning and arrangements for the dismantling of a Cloud Application, including the transfer and/or destruction of data.
User	An end user of the Application.
Right of Use	The right to use the Application: the license.
User Support	Answering questions from application managers about functionality or configuration.
Link	The functionality created by connecting two Interfaces to each other and the connection required for this. Unlike in the case of an Interface, two suppliers and the Client are involved.
Interface	The part of a Link that is supplied and Maintained by Decos.
Client Portal	Portal where Questions and Malfunctions are registered in the form of a Ticket (https://joinsupport.decos.com).
Local Installations	Software installed on a server at the client (or its IT service provider). The technical management of this software therefore lies with the client.
Maintenance	The whole of Corrective Maintenance, Preventive Maintenance, Adaptive Maintenance and user support. Decos uses the general term 'Maintenance'. It follows from this definition that Decos, with the Maintenance delivered, guarantees the correct operation during the term of the Agreement. Newly developed functionality that has not been purchased by the Client does not fall under Maintenance.

- *Corrective Maintenance* The provision of Updates to correct errors found by you or by us

- *Preventive Maintenance* The provision of Updates that prevent errors, even if no errors have been found yet.

- *Adaptive Maintenance* The provision of Updates so that the Application continues to function in a changed IT environment (e.g. under new versions of the operating system or new versions of browsers).

Client	The party who obtained the Right of Use: the client.
Solution	A measure that allows the Application to be used again in a way that does not disrupt the process.
Agreement	The Agreement on the basis of which the Right of Use was obtained: the purchase or the subscription.
Personal Data	Personal data as referred to in Article 4 paragraph 1 of the GDPR.
Release Notes	Documentation of the changes in a new Version.
Remote Access	Access to systems running the Application via a secure connection, enabling remote support.
SLA	Service Level Agreement: this document
Malfunction	The malfunctioning of an Application: the Application displays behavior that does not correspond with the behavior as accepted by the Client in the acceptance test (or by actual use in a production environment). It follows that a disturbance in a test environment is not a Malfunction under this SLA.
Ticket	A registered Question or Malfunction, registered by the Client in the Customer Portal.
Temporary Solution	A short-term damage-reduction measure. This can be a Workaround (a procedural measure), but also a technical intervention in the form of configuration or software. Given the speed of delivery, a full regression test is not performed for a Temporary Solution. A Temporary Solution can be rolled out specifically for the Client.
Update	A new Version of the Application that is offered as part of the provision of Maintenance. By means of an Update, errors are corrected or prevented.
Version	A Version of the Application released by Decos and made available to the Client.
Processing Agreement	An Agreement between the Client and Decos which stipulates the agreements regarding the security of Personal Data processed by Decos for the Client and the procedures for reporting infringements and data breaches.
Question	Within the support provided, Application Managers can of course ask questions about an Application or about its configuration. A Question is distinguished from a Malfunction: a Question can never be a process disruptor and therefore has a lower priority than a Malfunction. A Malfunction can also be scaled down to a Question if it turns out that the Application is working properly but the behaviour is different than an Application Manager had expected.
Business Days, Working Hours	Mondays to Fridays from 8:00 AM to 6:00 PM (GMT +1).
Requests for Amendments	A request to include or improve certain functionality.
Workaround	A different way of working that bypasses the negative effects of incorrect behaviour in the Application.

In this SLA, a distinction is made between **Decos**, which means the supplier of the products and services, and **JOIN** as a product.

1.2. Agreement rankings

This SLA is part of the whole of agreements made between Decos and the Client. The following order of precedence applies to these agreements:

1. Agreement

The Agreement on the basis of which the Right of Use for the Application is granted. This Agreement is the governing document, which may derogate from this SLA.

2. Processing Agreement

If the Application is offered in the Cloud and contains Personal Data, if Decos performs a conversion or if Decos processes Personal Data for the Client for other reasons, Decos is a Processor within the meaning of Article 28 of the GDPR and a Processing Agreement is concluded in accordance with Article 28 paragraph 3 of the GDPR. The Processing Agreement contains agreements on how Decos guarantees the security of Personal Data and how Decos deals with a possible data breach. So these agreements take precedence over this SLA.

3. Service Level Agreement

The currently applicable Version of the SLA. This SLA may be periodically adjusted in accordance with the procedure in Chapter 7.

4. General terms and conditions

The general terms and conditions that apply if they are not excluded in the Agreement. Decos uses the current Version of the Nederland ICT Terms and Conditions.

1.3. Scope and duration

This SLA applies to all Applications and Interfaces for which the Client has a valid Right of Use. This SLA does not apply to test accounts, test setups and other forms of use that are not managed by Decos.
In simple terms, there must be paid Maintenance in order to be able to claim this SLA and the Right of Use.

The SLA commences on the date of the 1st day of the technical installation of the Application and is effective as long as the Client has a valid Right of Use.

1.4. Structure

The SLA is divided into separate categories for:

- Local Installations
- Cloud Applications
- Interfaces

1.4.1. Local Installations

The Applications that are operational within the Client's ICT infrastructure fall under this category. Here, the Client is responsible for the management of the hardware, the database management system (the 'DBMS' such as SQL Server or Oracle), the operating system, the file storage, the backup and the security.

1.4.2. Cloud Applications

Applications that are operational on the Decos infrastructure and whose technical management lies with JOIN are Cloud Applications. The Applications JOIN Zaaktypen, JOIN Agenderen, JOIN Burgerberichten and Fixi are only available as a Cloud Application.

1.4.3. Interfaces

An Interface is the part of a Link supplied by JOIN. Links can be created between:
- Local Installations and Cloud Applications (e.g. between JOIN Klantcontact and the local switchboard).
- Cloud Applications among themselves (e.g. between Agenderen.nl and a meeting app).
- Local Installations among themselves (e.g. between JOIN Zaak & Document and a specific process application).

1.4.4. Ascendency

If a Malfunction occurs due to a factor on which Decos cannot reasonably exert any influence, Decos reserves the right to invoke Force Majeure. For example, in the event of a national power failure. Decos follows the definition of Force Majeure as included in Article 16 of the GIBIT.

2. SERVICES PROVIDED

This SLA covers the following services:

2.1. Support by Customer Support

The Customer Support department can be reached by phone on Business Days from 8:00 AM to 6:00 PM (Amsterdam time zone) at phone number +31 8833 26707.

2.1.1. Tickets

Questions and reports of Malfunctions can be submitted via the JOIN Client Portal, where a Ticket is created for each report. The Client can follow the progress of its Tickets in the Client Portal.

The Client Portal is available at https://joinsupport.decos.com.

All incidents and questions will be recorded as Tickets; the handling will be determined depending on the content.

2.1.2. User Support/Questions

Application managers can ask questions about how certain functionalities in the Application work or what Decos recommends with certain settings. A Question is preferably submitted via the Client Portal and can of course also be asked by phone.

A Question is never disruptive to the execution of processes and is dealt with within the framework of the User Support offered.
In response to a Question, Decos can refer to the (online) documentation and can indicate that a user or administrator course is required.

2.1.3. Request for modification of the equipment

Customer Support does not make any changes to the Client's technical or functional set-up, other than for the correction of malfunctions or in the case of paid orders. If it is established that the Ticket is in fact a modification, extension or revision of the functional or technical equipment, Customer Support will regard the Ticket as "Consultancy". The execution will then take place on the basis of an additional assignment. Customer Support will make a proposal for a moment at which that Consultancy can take place.

2.1.4. Requests for Amendment

Application managers can submit a Request for Amendment for new functionality or for modification of existing functionality. A Request for Amendment is submitted by the application manager in the online Forum. On this forum, information exchange requests are also made between administrators of different clients.

A Ticket leads to a Request for Amendment when Customer Support concludes that a Question or Malfunction actually constitutes a request to change the functionality of the product.

A Request for Amendment is not a Failure and cannot be disruptive to the agreed use.

2.1.5. Malfunctions

The priority of a Malfunction is determined by the extent to which the execution of the process (in a production environment) is disrupted. When submitting a Ticket, the Client indicates the priority of the Malfunction, according to the criteria below:

Priority	Severity	Description
High	Critical	Business critical Disruption or failure of critical parts in the production environment of the Application, making it impossible to run the process and for which no Workaround is available.
Medium	Disruptive	Disruption in the production environment of the Application that impedes the agreed use, but which can be remedied by means of a Workaround.
Low	Other	Tickets whereby the process is not disrupted.

When dealing with a Malfunction, a Temporary Solution is offered as soon as possible in the form of a Workaround or an adapted facility. The aim is to limit the damage to the process execution as much as possible. This may also involve temporarily disabling certain functionality.
Decos then investigates the cause of the Malfunction. This cause determines the speed with which the Solution can be provided. In case of a business-critical Malfunction, a Solution can be offered by a software change ('hotfix').

The periods within which settlement takes place depend on the form of delivery and differences for Local Installations (Section 4.7) of Cloud Installations (Section 3.6). For Interfaces, the time periods are also dependent on a longer investigation, because it has to be determined which side of the Link causes the disturbance. See Section 5.5

2.1.6. Period of Maintenance

Decos guarantees Maintenance on the current and the previous two versions. In practice, this means (calculated at eight weeks per Version) a period of six months.

Changes to the Application can no longer be made if the Client is using an older Version. In these cases, Decos will expect the Client to implement a more recent Version before Questions and Malfunctions are dealt with. Also, if the Client has reported a Malfunction for which the solution has already been included in a newer Version, Decos may require the Client to first install the new Version before further investigation of the Malfunction.

2.2. New Versions

Decos periodically delivers a new Version of the Application, in which Software Errors are resolved and in which functional changes are included. A new version provides 'corrective' and 'preventive' Maintenance by solving and preventing errors. A new Version may also contain new functionality as part of the further development of the Application. Insofar as new functionality has not been purchased by the Client, costs may be charged for the activation of new functionality.

If the Application was delivered as a Cloud Application, the new Version will be rolled out by Decos; if the Application was delivered as a Local Installation, the Client will install this Version themselves or issue a separate order for the installation to be carried out by Decos. As soon as a new Version has been made available, Decos advises the Client to test it in a test environment as soon as possible and to take it into production after a reasonable test period. For Cloud Applications, Decos considers one week to be a reasonable testing period.

New Versions of Interfaces are only released if there is a reason to do so: as a correction of errors found or if a new Version of the relevant standard has been released.

2.3. Backup

For Cloud Applications, Decos takes care of data backup. See Section 3.6 For Local Installations, the Client is responsible for making and checking backups.

2.4. Diagnostic Information

To proactively monitor the correct operation and performance of the Application, Decos offers standard techniques for active monitoring. This automatically collects Diagnostic Data from all technical components. This data is sent to Decos via a secure connection and is only used for the diagnosis of errors.
The data collected by Decos will be made available to the Client on request. At the first request of the Client, Decos will destroy the data collected from the Client.

3. CLOUD APPLICATIONS

3.1. Updates

In the form of delivery as a Cloud Application, Decos rolls out the Updates, both for the Applications and for the service components.

3.2. Availability and service window

Decos guarantees 99% availability for its Cloud Applications

Decos can carry out technical maintenance on Cloud Applications between 6:00 PM and 6:00 AM (the service window). Regular Maintenance (scheduled Updates) will be announced in advance by e-mail. As part of the resolution of a Malfunction with the priority 'high', unannounced Maintenance may occur during the service window. Naturally, Decos makes every effort to keep disruptions caused by Maintenance as short as possible.

Decos is not liable for any damage caused by disruptions or deactivation of Cloud Applications for scheduled or unscheduled Maintenance.

3.3. Trial accounts, demonstrations and Proof of Concepts

This SLA does not apply to forms of use offered free of charge, as indicated in Section 1.3. If you use Applications in the context of a test setup (a 'proof of concept'), a demonstration or to try out functionality, you cannot claim support based on this SLA.

3.4. Test environments

When delivered as a Cloud Application, a test environment can also be supplied and managed by Decos: you need to purchase maintenance for these test environments.

Each new Version is installed by Decos in the test environment of the Client. Tickets that you report as a result of disruptions in the test environment will be treated as regular Tickets by Customer Support. These Tickets are given 'low' priority because there is no disruption of the process (yet).

For shared Cloud applications ('public cloud'), all clients work in the same Version. No test environments are offered for these Applications.

3.5. Acceptance of Versions

After Decos has installed a new Version in the test environment of the Client, the Client can test whether the new Version will cause any process disruptions. If such disturbances are found (which in a production environment would therefore be given High or Medium priority), Client may choose not to use the Version in the production environment. The test period of a Version is one week. During this week, Client can report any problems found to Customer Support and indicate whether the problem would be disruptive to processes in production. In

theweek following the test period, these problems will be fixed, after which Decos will update the production environments.

| Test environment installation |
| Test period |
| Solution of reported problems |
| Production environment |
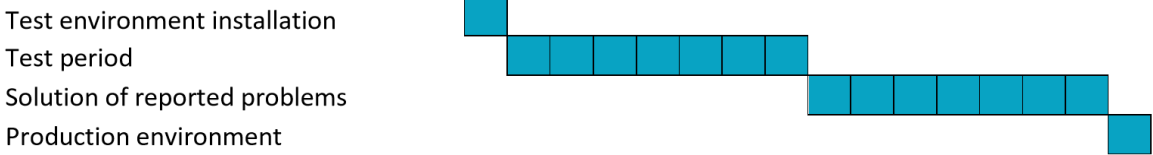
In the regular case (where no disruptive problems are found during the test week that cannot be resolved within one week), the lead time for the rollout of a new Version is therefore two weeks.

In shared cloud applications, all clients work in the same Version. For this reason, updates to these cloud applications are installed for all clients simultaneously. Naturally, you will be informed of this well in advance.

3.6. Resolution times

For Cloud Applications, the following resolution times apply. For Interfaces, the resolution times from Chapter 5 apply.

Priority	Temporary Solution	Solution
High	A damage-reducing measure will be taken within 4 Working Hours.	The process-disrupting character is solved by offering a Workaround, a software change ('hotfix') or a change in configuration within 8 Working Hours.
Medium	A Workaround or change in the configuration is proposed within 3 Business Days.	The problem will be structurally resolved in the Next Version.
Low	N/A	The adjustment will appear on the backlog for a next version. The Ticket will be closed.

The resolution time includes the time for offering a solution in situations where Decos does not have to wait for the Client for information or cooperation.

If Decos has offered a solution and the Client is of the opinion that this solution is not sufficient, the Client may submit a complaint via Customer Support and the resolution time will be suspended.

3.7. Liability for data

Decos has and accepts no obligations or liabilities with regard to the data that the Client stores within the Cloud Application, other than the obligations and liabilities that follow from the Agreement or the Processing Agreement.

3.8. Backup

The data stored in the Cloud Application is backed up daily. These backups will be kept for a maximum of 14 days and will only be provided at the explicit request of the Client. After termination of the Agreement, for whatever reason, the Client's data will eventually be destroyed, including the backups.

The moment of destruction will be determined upon termination of the Agreement. Naturally, at the request of the Client or as part of the Agreement, an export or migration will be carried out as part of the Exit Plan. Decos may charge costs for this on the basis of any necessary work.

3.9. Connections

A Malfunction in a Cloud Application can be caused by the connection between the Cloud Application and the local infrastructure. Decos is dependent on the ICT department of the Client for making a diagnosis, for possibly changing the configuration and for re-establishing VPN connections. It is conceivable that neither Decos nor the Client can offer a solution if the disruption is caused by a third party (e.g. an Internet provider). For these reasons, we cannot guarantee the above resolution times if the cause is a disruption of the connection. In these cases, Decos also cannot be held to the availability criteria mentioned in Article 3.2.

3.10. Data portability and exit plan

If the Client no longer wishes to make use of the Application and wishes to see its data extracted, a separate Agreement will be concluded that determines what data will be extracted in which manner and how this data will be made available to the Client. To the extent that data is migrated to a receiving Application, this Agreement provides for a migration project. Finally, this Agreement contains provisions regarding the dismantling of the Cloud Applications, the manner in which and the moment at which the offered functionality is discontinued (the 'Exit Plan').

4. LOCAL INSTALLATIONS

In case of a Local Installation, the Application is operational within the ICT infrastructure of the Client or of a third party engaged by the Client. In this form of delivery, Decos has limited influence on the environment in which the Application operates. This is important for the level of service guaranteed by Decos and the achievable resolution times.

For example:
- Decos has no role in the technical management of the server(s) on which the Application runs, has no administrator rights on those servers, and does not determine which Versions of required system components are installed.
- Decos depends on the availability and cooperation of the Client for access to the server(s), either physically or via Remote Access.
- The Client determines which Version of the Application is in use and at what time Updates are performed. Updates will be performed by the Client in most cases.
- The Client manages a test environment and determines its use. It may happen that there is no test environment (anymore), that the test environment is not running a current Version, that the test environment is dimensioned so minimally that a realistic test cannot be performed or that the test environment is not used in practice.

4.1. Technical specifications: whitepaper

In order to guarantee the agreed performance of the Application, Decos issues a technical specification for the server(s) on which the Application runs. This 'whitepaper' can be consulted via http://whitepaper.decos.nl.

If the Client allows the Application to function on specifications of hardware and software other than those laid down in the whitepaper, Decos cannot guarantee the performance and the correct functioning of the Application. Decos is then entitled to suspend its obligations under this SLA, not only at the time of installation but also for test and production environments. This does not release the Client from the obligation to pay for maintenance.

Whenever Decos changes the contents of the whitepaper, the changed whitepaper will be made available to the Client.

4.2. Testing Updates: test environment

The Client needs to have a 'representative test environment' at its disposal on which new Versions of the Application, changed configurations and new Interfaces can be tested within the Client's ICT environment. Changes in the technical management (Updates of the operating system, database software, etc.) must also be tested in the test environment.
A 'representative test environment' is an actual copy of the production environment, which in all aspects provides a reliable image of the impact of a change on the production environment.

Changes will be accepted by the Client in the test environment and will only be implemented in the production environment after acceptance. The test shows that the new Version, the modified configuration or the new Interface functions correctly in conjunction with other applications, without blocking disruptions. The scenarios used in the test are therefore representative of the process supported by the Application.

It follows from the above that a Malfunction cannot have a 'high' priority if the cause is a change that has been implemented in the production environment without prior testing.

If the Client does not have a test environment or has made changes to the production environment without first having tested these for any other reason, the following will apply:

- The services rendered by Decos to the Client resulting from this situation fall under 'paid consultancy'.
- The use of the implemented modification (including a new Version, a changed configuration or an Interface, but also an implemented change of system components) is at the expense and risk of the Client.
- Decos is not liable for any damage related to the use of the Application or disruptions in the process due to errors or faults in the Application.
- Decos is not liable for any damage caused by the use of or disturbances in connected systems or linked systems due to faults or defects in the Application.
- Decos also rejects the liabilities mentioned in this paragraph in the situation in which an employee of Decos or a third party engaged by Decos has implemented the change in the production environment at the request of the Client.

4.3. Acceptance of Versions

Decos makes new Versions available to the Client via the Customer portal. The Client is responsible for the installation of a new Version in the test environment and ultimately (after acceptance) in the production environment. Decos can also provide these installations as an additional service.

The Client is not obliged to implement a Version. Decos only fixes software errors in the current and two previous Versions. See also Section 2.1.6. Incidents reported on older versions will not be handled by Decos under this SLA. The Client may, however, purchase paid consultancy as an additional assignment.

If the Client does not accept a Version because of errors found, the test results will be shared with Decos so that the findings can be resolved in the next Version. The Client may only refuse a Version if the errors found are blocking the execution of the process.

4.4. Security and backup

Since the Application runs within the Client's ICT infrastructure, the Client is responsible for the technical security of the infrastructure and the relevant server(s). Access to the server(s), both

physical and virtual, is organised by the Client. The same applies to antivirus and malware protection.

Decos is responsible for the software-based security of data within the Application (by means of authorisations, etc.) and for the security of access to the Application via the user interface(s) offered.

4.4.1. Unauthorised configuration changes

The Client is responsible for the security of the infrastructure within which the Application functions. This includes the unauthorised modification of the Application, the configuration and the supporting components. Direct changes to the Application database, for example, can result in major disruptions. If, for whatever reason, files, configurations or databases have been mutated outside of the Application, without consulting Decos, the operation of the Application can no longer be guaranteed, and Decos will be entitled to suspend its obligations under this SLA. This does not release Client from the obligation to pay for maintenance.

Examples of such changes are the use of scripts or programme code not developed by Decos or manual changes to databases or file storage outside the Application.

4.5. Remote Access

For Malfunctions, Decos' technicians must be able to gain rapid access to the Client's systems concerned. This is necessary for providing a Temporary Solution, making a diagnosis and collecting supporting information (log files, etc.).
Decos offers the free use of TeamViewer for the realisation of Remote Access.

If Remote Access is not allowed, is practically impossible (e.g. due to firewalls, blocked accounts, etc.) or comes about too slowly (e.g. because employees of the Client are not reachable), this may mean that the set resolution times cannot be met. In these cases, the Malfunction is prioritised as 'low'.

Decos is not liable for any form of damage as a result of the fact that a Malfunction could not be resolved in accordance with the applicable service level because Decos' employees could not gain access to the relevant systems (in time).

For remote access, Decos uses a procedure in which responsibilities (checks & balances) between the Client and Decos) are included in order to prevent unauthorised access. This procedure is available via the support portal.

4.6. Tools

In addition to access, it is necessary for Decos employees to have certain tools at their disposal for analysing or reproducing certain behaviour of the Application. It may be necessary to perform this analysis as close to the source as possible: on the system where it occurs within

the Client's infrastructure. This may require certain software (e.g. for file analysis or network traffic analysis) to be installed on the server.

For these tools, the same applies as for Remote Access: if Decos' technicians cannot work on an analysis because certain tools cannot or may not be installed, the set resolution times cannot be met. The Malfunction is then prioritised as 'low'.

The following tools may be necessary for the analysis (not exhaustive). To the extent that an approval or modification process must be completed prior to installation, we ask you to go through that process in advance.

- Notepad ++ (including Plugins: XML Tools, Compare, for modifying files)
- SOAP UI (for troubleshooting in web services)
- WCF Storm (for troubleshooting in web services)
- ProcMon (Process Monitor, for monitoring processes)
- SQL Tools (when using Oracle, to access the database)
- HeidiSQL (when using SQL server, to access the database)
- Traceviewer (for examining log files)

4.7. Resolution times

For Local Installations, the following resolution times apply. For Interfaces, the resolution times from Chapter 5 apply.

Priority	Temporaty Solution	
High	A damage-reducing measure will be taken within 4 Working Hours.	The process-disrupting character is solved by offering a Workaround, a software change ('hotfix') or a change in configuration within 2 Business Days
Medium	A Workaround or change in the configuration is proposed within 8 Business Days.	The problem will be structurally resolved in the Next Version.
Low	N/a	The adjustment will appear on the backlog for a next version. The Ticket will be closed.

For a Malfunction with 'low' priority, no Temporary Solution is provided, as there is no disruption of the primary process.

The resolution time includes the time for offering a solution in situations where Decos has access to the relevant systems and does not have to wait for the Client for information or cooperation. The time needed to implement a solution is also not counted as part of the

resolution time, given the dependence on access and consultation regarding a suitable moment.

4.7.1. Implementation

Decos makes the Temporary Solution available within the set resolution period. Decos can then assist with the implementation of the solution. In the follow-up of the Ticket, agreements can be made about this (e.g. about the moment of downtime).

4.7.2. Refusal of a solution

If the Client refuses a solution for whatever reason, Decos rejects any liability for damage resulting from the disruption. Refusal is when a Workaround is not applied or a technical measure (including a new Version or a changed configuration) cannot or may not be implemented.

5. INTERFACES

5.1. Technical specifications: whitepaper

In order to guarantee the agreed performance of the Application, Decos issues a technical specification for the server(s) on which the Application runs. This 'whitepaper' is available on request via http://whitepaper.decos.nl.

If the Client allows the Application to function on specifications of hardware and software other than those laid down in the whitepaper, Decos cannot guarantee the performance and the correct functioning of the Application. Decos is then entitled to suspend its obligations under this SLA, not only at the time of installation but also for test and production environments.

5.2. Diagnosis

Decos supplies inferfaces for its Applications. An Interface is half of a Link and is the part of the Link developed and offered by Decos. Naturally, Decos only offers guarantees about the Interfaces it provides and also offers solutions only in its Interfaces.

In the case of a Malfunction relating to an Interface, it is therefore necessary to investigate whether the cause of the Malfunction lies on the side of Decos or is an External Cause. If the Interface is installed locally, Decos is dependent on access to the relevant systems for this investigation. In that case, the provisions of Section 4.5 ('Remote Access') and Section 4.6 ('Tools') also apply for Interfaces.
In case the investigation shows that the cause of the Malfunction is an External Cause, the solution must be provided by the other supplier or by the Client's ICT department. In those cases, Decos cannot guarantee the agreed resolution times.

5.3. Connections

There must logically be a connection between the Interfaces in order to establish a Link. In the case of a Link between two Local Installations, this is clear in the most common application landscapes, but in the case of a Link between a Local Installation and a Cloud Application, the connection is more complex.

5.3.1. Between a Cloud Application and a Local Installation

For this category of Links, a VPN connection is made between the local ICT environment and the Decos Cloud Application. These secure connections are set up by Decos on the side of the Cloud and by the Client on the side of the local environment.

Decos is dependent on the ICT department of the Client for making a diagnosis, for possibly changing the configuration and for re-establishing VPN connections. It is conceivable that

neither Decos nor the Client can offer a solution if the disruption is caused by a third party (e.g. an Internet provider). For these reasons, we cannot guarantee

the agreed resolution times (in Section 5.5) if the cause is a disruption of the connection. Decos will then classify the cause as an External Cause.

5.3.2. Between two Cloud Applications

For a Link between a Decos Cloud Application and a Cloud Application from another supplier, Decos is also dependent on another party for the diagnosis and re-establishment of the connection. This is also an External Cause.

5.3.3. Between two Local Installations

In case of a Link between a Local Installation and another application within Client's ICT environment, the diagnosis may take place in collaboration with the Client's ICT department.

5.4. Standards

Decos is committed to initiatives that promote the use of standards in our markets. Decos therefore opts for "standard unless" and will only develop Interfaces on the basis of standards recognised in the market.

If a Malfunction occurs because the linked application does not adhere to the standard, Decos will not change its Interface, even if this could lead to a solution that is available earlier. The reason for this is that such a change actually leads to customisation for which no recognised test scenarios exist.

If Decos and the other supplier apply a different interpretation of a standard, the publisher of the standard will be asked to provide a final answer and Decos will of course adjust its Interface if necessary.

Cases in which a different interpretation of standards leads to a Malfunction should not occur in a production environment. Any change in an Interface must be tested in the test environment and accepted before it is implemented in the production environment. If there is a Local Installation, the provisions of Section 4.2 ('Testing of Updates: test environment') also apply to Interfaces.

5.5. Resolution times

Because of the various factors that can play a role in the cause of a Malfunction in a Link, no general resolution time can be specified. However, we do offer guarantees on the diagnosis and direction. Decos guarantees a diagnostic period within which it will be clear what the actual cause is and which party should provide the solution. If the cause lies with Decos, we offer a solution within the set term; otherwise we enter into consultation with the third party and determine an approach that leads to a solution.

Priority	Diagnosis	Approach

High	4 Working Hours	Cause with Decos: solution in 2 Business Days External Cause: approach in consultation
Medium	5 Business Days	Cause with Decos: 10 Business Days External Cause: approach in consultation
Low	N/a	Cause with Decos: New Version to be determined External Cause: approach in consultation

For a Malfunction with 'low' priority, no Temporary Solution is provided, as there is no disruption of the primary process.

The resolution time includes the time for offering a solution in situations where Decos has access to the relevant systems and does not have to wait for the Client or other parties for information or cooperation.

5.5.1. Implementation

Decos takes care of the implementation of the Temporary Solution in the test environment. In the follow-up of the Ticket, agreements can be made about this (e.g. about the moment of downtime and about installation in the production environment). The time needed for implementation is not counted as part of the resolution time, given the dependence on access and consultation regarding a suitable moment.

5.5.2. Refusal of a solution

If the Client refuses a solution for whatever reason, Decos rejects any liability for damage resulting from the disruption. Refusal is when a Workaround is not applied or a technical measure (including a new Version or a changed configuration) cannot or may not be implemented.

6. REPORTS

JOIN provides a report every calendar year showing how many Tickets are registered on your licence and how many are still pending.

This report is standard and is sent automatically via e-mail. Because Decos does not send unsolicited information to e-mail addresses known to us, you must provide an e-mail address that we may use to send these reports. This means that you will not receive these reports until you have specified an address for them.

You can send this e-mail address to customersupport@decos.nl or by submitting a Ticket via the Customer Portal.

As the reports are standard, the content, frequency and sending date cannot be adjusted per customer.

7.   CHANGE, DURATION & TERMINATION

The Supplier is entitled to revise the SLA. A revision of the SLA will be communicated to the Client by e-mail 30 days prior to the effective date of the change. The Client may object, giving reasons, to the proposed changes by sending an e-mail to info@decos.com within 30 days of receipt of the e-mail.

The SLA commences on the date of the 1st day of the technical installation of the Application and is effective until 31 December of that year. The SLA will be automatically renewed at the end of this initial period for a duration equal to the preceding agreed period and for at least one year, or up to and including the date on which the maintenance is terminated.

Cancellation is effectuated by sending an e-mail to info@decos.com and can only be done (possibly by way of derogation from the provisions of Article 7: 408 paragraph 1 of the Dutch Civil Code) at the end of a current period and with due observance of a notice period of at least 3 (three) months.

8. PRICES AND PAYMENT

8.1. Prices

The fee for the services agreed upon under this SLA is a fee on an annual basis for which the Client has given a signed order to Decos. The fee is invoiced as a single amount and is due and payable annually in advance, for the first time on the starting date of the SLA. The Supplier has the option of applying an indexation to the prices of its aforementioned fee with as of 1 January of each year.

The indexation applied by Decos is the CBS service price index category 62: Computer programming, consultancy and related services.

8.2. Payment

Invoices are sent digitally every year, for the first time at the time the Agreement is signed or the licence details are sent (whichever is earlier) and payment is due and payable as indicated above.

The bank account number of Decos Information Solutions is:
NL38RABO0163344558

The payment term of Decos is 30 (thirty) days.

If the Client is in default or fails to fulfil one or more of its obligations, the costs incurred to obtain extrajudicial satisfaction shall be borne in full by the Client. If the Client remains in default of timely payment of a sum of money, the Client forfeits in any case an immediately payable fine of 15% on the amount still due with a minimum of 75 euros. The Client will owe the statutory commercial interest on the collection costs incurred.

8.3. Administration and purchase numbers

The Client will provide a purchase order number for this SLA and/or a clear procedure for the timely processing and payment of the Supplier's invoices. Without prejudice to its other rights (of suspension), Supplier reserves the right to suspend the activities under this SLA if payment is not made on time. The presence or absence of order numbers does not release the Client from any payment obligations under this SLA.