

CONTEC.



Service Level Agreement - FileCap

Inhoud

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1. Principles

The purpose of this SLA is to describe the ready-to-use service. The SLA provides standards for performance measurements and is seen as a reference framework for expectations regarding service levels. The SLA outlines the qualitative and quantitative agreements for the services in support of the service provision. It describes service levels important for the customer's business continuity and quality.

2. Definitions

Availability: The extent to which the service is accessible to authorized users.

Availability Rate: The percentage of time the service is accessible to authorized users.

Contacts: The people who represent the parties concerning the execution of the SLA.

Functionality: The degree of certainty that data processing within the service is carried out correctly. This means processing takes place according to the specifications or what can reasonably be expected by the customer. Important aspects include accuracy and completeness of data processing.

Recovery Times: The periods between the time an incident is reported and the resolution by Contec B.V.

Software: Refers to the FileCap SaaS environment, including the FileCap ISO add-ins and other related software.

Service Windows: The time frame within which a particular service is offered.

Maintenance Window: A planned period outside office hours when the software may not be available, also known as the maintenance window.

Incident: A technical problem occurring while using the service.

Response Times: The agreed times within which Contec B.V. must respond to an incident reported by the customer.

Helpdesk: The department at Contec B.V. responsible for support.

Service Level: The agreed service level regarding availability and functionality.

3. Service Provision

In addition to the FileCap SaaS platform, the service provision includes:

- Helpdesk
- Resolving incidents
- Service level management
- Availability management

The following principles apply to the FileCap SaaS platform:

- The FileCap SaaS platform is owned by Contec B.V.;
- Components for the FileCap SaaS platform are provided by Contec B.V.;
- The FileCap SaaS platform is monitored 24x7 by Contec B.V.;

The following general principles apply:

- Incidents are handled within the agreed service provision;
- Support is provided based on the SLA.

4. Responsibilities

Contec B.V. aims to meet the service levels set out in this document. The service levels are based on representative market figures and experience, and were established in consultation with a representative customer group of Contec B.V.

Contec B.V. ensures that:

- Knowledge and expertise are maintained within the organization of Contec B.V.;
- Maximum effort is made to provide resources and staff;
- Optimal quality is delivered;
- The customer is actively informed about developments during incidents with critical priority.

The customer ensures that:

- The software is used correctly and responsibly;
- Contact persons are available in case of incidents and are replaced by suitable successors in case of absence;
- Changes in the use of the services (e.g., number of users or data volume) are reported to Contec B.V. as soon as possible.
- The customer's contact persons are responsible, on behalf of the customer, for ensuring that Contec B.V. has the correct information in a timely manner to meet the response times as agreed in this SLA.

5. Helpdesk and Incident Management

Contec B.V. provides a helpdesk that acts as an integral point of contact for all incidents regarding the use of the service. A contact person from the customer will report incidents to the helpdesk of Contec B.V.

The customer's contact person serves as the point of contact for questions and reports regarding incidents and for feedback from Contec B.V. on actions taken. Incidents can be reported by the customer's contact person via phone or email to the helpdesk of Contec B.V.

Work related to resolving incidents will commence as soon as possible, in accordance with the "Best Effort" principle.

Costs associated with resolving incidents caused by misuse by the customer or other circumstances attributable to the customer or third parties will be borne by the customer. Costs related to incidents caused by defects in the software will be borne by Contec B.V.

To meet the service levels and Service Windows, Contec B.V. ensures that the necessary knowledge and skills are secured within the organization to guarantee continuity in case of vacations, illness, etc.

Additional principles for reporting and handling incidents:

- Incidents must be reported according to Contec B.V.'s procedure by the authorized employees of the customer (see below).
- If Contec B.V. requests clarification or additional information, this must be provided as soon as possible by the customer.
- Incidents must be reproducible.
- Incidents must be clearly attributable to the software solution. If the incident is related to other components not covered by the service, or network issues, the response times agreed upon in the service level no longer apply.
- If disputes arise, the contact persons from both the customer and Contec B.V. will resolve the issue through mutual consultation.
- Incidents must always be reported by phone or email.
- Critical incidents must always be reported both by phone and email.

6. Incident Reporting

Incidents must be reported with details about the nature of the incident and how it occurred. Incidents can be reported via the following methods:

By Phone: The customer should clearly communicate the incident and how it occurred. The phone number for reporting incidents is: +31 (0)53 428 56 16.

By Email: The customer should include precise steps that allow the incident to be reproduced. If applicable, additional information such as the exact version of the FileCap add-ins, logs, login information, error messages, and/or screenshots should be provided. The email address for incident reporting is: **support@filecap.com**

7. Incident Resolution

Reported incidents will be resolved in accordance with the "Best Effort" principle. In some situations, the service levels cannot be guaranteed, such as in the case of force majeure.

Incident resolution includes the coordination of the progress of resolving incidents and informing users about this progress.

8. Service level management

For the service provision of the FileCap SaaS platform, maintenance activities need to be carried out. This includes rolling out updates and upgrades. To allow Contec B.V. to perform these tasks, the following "Maintenance Windows" apply:

Maintenance Windows

Maintenance activities	Monday from 19:00 to 21:00 uur
	Tuesday from 19:00 to 21:00 uur

In case of emergency maintenance, Contec B.V. has the right to temporarily adjust the agreed Maintenance Window. This will be communicated via the agreed communication channels.

Contec B.V. applies the following 'Service Windows':

Service Window

Monitoring ¹	24 hours x 7 days
Helpdesk availability	Workdays between 08:30 – 17:00 uur
Incident resolution	

During the above Service Windows, incidents will be handled and support will be provided according to the described service levels.

The Service Window does not apply if any of the following recognized holidays in the Netherlands fall on a workday:

- New Year's Day
- Easter (first and second day)
- King's Day
- Liberation Day
- Ascension Day
- Pentecost (first and second day)
- Christmas (first and second day)

Servicelevels

Response Time

Contec B.V. will provide a response to the incident report during the Service Window according to the "Best Effort" principle. The response time after an incident is reported is 3 hours, but the aim is to respond as quickly as possible. A response is a notification from the support system confirming the report and/or an initial response from an employee (via email or phone). Response times only apply during the above Service Windows. The Timezone is CE(S)T.

Recovery Time

Contec B.V. will resolve incidents according to the "Best Effort" principle. An incident is considered resolved when Contec B.V. provides a temporary solution restoring the service functionality. Contec B.V. intends to provide a full resolution after a temporary solution.

9. Availability Management

The availability rate of the software is at least 99.5%, measured over two consecutive measurement periods. This availability rate does not apply if any malfunctioning of the service is caused by the customer or third parties over whom Contec B.V. has no control. The availability only applies to the FileCap SaaS platform.

Retention Time

For the FileCap SaaS platform, a retention time of approximately 3 years is maintained (the cleanup process is carried out weekly, resulting in a maximum retention period of 3 years and 1 week). This retention period only applies to metadata of messages and files and explicitly not to the contents of the messages and files.

The following information about a message or file is stored during the retention period:

- Date/time of sending
- File names, including MD5 checksums
- File sizes
- Sender

¹ Monitoring only applies to the FileCap SaaS platform.

- Recipients
- Encryption of the message
- The verification methods used
- The number of downloads of messages and files
- The number of times a message has been viewed
- Whether the message has been withdrawn, and if so, when
- IP addresses of downloaders

The stored information will only be provided after a formal request from the respective customer or an authorized authority. Any costs associated with making this information available will be borne by the applicant. When a customer no longer has a valid FileCap subscription, the ability to retrieve the information expires.

10. Communication

All communication and consultations take place between the contacts of Contec B.V. and the customer. These contacts ensure communication to all other persons or parties. Contacts can designate others to observe some of their tasks without prejudice to their responsibilities. The names of the contacts and these other persons must be communicated by and to both Contec B.V. and the customer.