

## SERVICE LEVEL AGREEMENT BASECONE Ltd.

This document describes the Service Level Agreement (as defined below) of Basecone Ltd ("Basecone"), Registration Number 8665050 and located at Hamilton House, Mabledon Place, London, Greater London WC1H 9BB, United Kingdom, which concerns the Agreement and is applicable to the Service (as defined below).

### Section 1 - Definitions

This Service Level Agreement (SLA) applies to the Service supplied by Basecone to the Client, and describes the specifications of the Service. In case of contrarities between the terms of this SLA and what is determined in Section 7 of the General Terms and Conditions of Basecone, this SLA will prevail. For all other sections the General Terms and Conditions prevail.

### Section 2 - Exceptions

The service levels defined in this SLA will not be applicable in the following situations:

- i) During the regular Planned Maintenance: this Service-interrupting Planned Maintenance will not be planned more frequently than three times per month, and will not commence before 8 p.m. Basecone will notify Client at least two workdays before the Planned Maintenance. This notification will include information about:
  - a. the nature of the maintenance;
  - b. the time when the maintenance work will commence;
  - c. the expected duration of the maintenance work;
  - d. the expected non-Availability.
- ii) Any problem or failure caused by the Client, including at least the End Users, the Superusers and the Client's clients.
- iii) The non-Availability of the Service at the request of the Client and/or the non-Availability of the Service during work carried out at the Client's request.
- iv) In case of incidents such as non-Availability or Failure caused by force majeure.
- v) If and inasmuch Basecone needs the assistance of the Client while determining or isolating the problem or failure, and the Client is not able to lend this assistance for reasons that are deemed to be at the Client's own risk.

### Section 3 - Definitions

To the extent that they're not yet mentioned in the General Terms and Conditions of Basecone, the following additional definitions will be applicable:

**Availability:** the total duration during which the Client can use the Service, expressed in a percentage of the total duration, measured during one calendar month (time-block). Neither Planned Maintenance, nor the exclusions mentioned in Section 2 will be included in the calculation of the Availability/the availability percentage.

**Planned Maintenance:** the execution of work on the Service and/or Basecone's Platform. Planned Maintenance will not be included in the calculation of the Availability.

**Unplanned Maintenance:** the execution of unplanned and unannounced work on the Service and/or the Platform. Unplanned Maintenance will be included in the calculation of the Availability.

**Repair Time:** the time period, measured and recorded by Basecone, between the moment when Client reports a Failure to Basecone and the moment

when Basecone reports the termination of the repairs to the Client (or the moment when Basecone has tried to report this).

**Office Hours:** from 9:00 a.m. till 5:00 p.m. on Workdays.

**Reaction Time:** the time period between the occurrence of a Failure and the moment when Basecone starts repairing the Failure, or reports the occurrence of a Failure or informs Client about it.

**Failure:** a Failure occurs when a Service (as mentioned in the Agreement) is not or not completely available and this non-Availability can be attributed to Basecone, and whereby Failures include the Failure Levels 1, 2 and 3.

**Failure Level:** a reported Failure of level 1, 2 or 3, individually or jointly.

**Failure Level 1:** the complete Service is unavailable by Basecone's fault or the Service has stopped operating altogether.

**Failure Level 2:** a problem that hampers the continuous use of the Service but doesn't make it impossible and doesn't cause the Service to stop operating altogether.

**Failure Level 3:** a not critical problem, whereby only one or two functions within the Service impede the use of the Service.

**Functional Question:** all questions of a functional nature, as well as all questions that are not directly related to a Failure.

**Workdays:** all days of the week, excluding Saturdays, Sundays and official holidays.

**Recovery Point Objective (RPO):** in relation to a unit of Data, the period which commences when it is created or altered via Basecone by a Client's End User and ends when a backup copy of the relevant Data is created.

### Section 4 - Agreement

This SLA is part of the Agreement made between Basecone and the Client.

### Section 5 - Duration of the SLA

The SLA commences on the date that the Service is delivered and has the same duration as the Agreement, unless otherwise agreed upon in writing.

### Section 6 - Availability

- 6.1 Basecone offers a minimum average availability (availability percentage) of the Service of 99.5%.
- 6.2 Calculation of the availability percentage:  $\text{Factor} = 100 * ((\text{minutes time-block} - \text{Failure minutes}) / \text{minutes time-block})$ .
- 6.3 The Availability of the Service is determined at least every three minutes from different locations by an independent party.
- 6.4 Reports on the Availability will be put at the Client's disposal at his request. The reports will only serve as an indication of the probable Availability of the Service for the Client, because the results may not only be influenced by a Failure at Basecone but also by other causes, and a Failure at a certain measuring location doesn't necessarily influence the Availability of the Service for the Client.
- 6.5 The Service offered by Basecone is a pure Web service. This means that this Service is not intended for use via Terminal Services or Citrix. Basecone does its utmost to support constructions such as these.
- 6.6 The Service should be used by the Client with Internet Explorer, Firefox, Safari and Google Chrome, whereby Basecone only supports the two most recent versions.

## Section 7 - Availability and Interruptions

- 7.1 The reports on the Availability determined by an independent third party will be kept by Basecone for a period of at least 12 months.
- 7.2 Basecone keeps a summary of Failures and Unplanned Maintenance, whereby Basecone records at least the following elements:
  - 7.2.1 the moment when the Failure or Unplanned Maintenance begins
  - 7.2.2 Reaction Time
  - 7.2.3 Repair Time
  - 7.2.4 total duration
  - 7.2.5 cause and description of the Failure or Unplanned Maintenance.

## Section 8 - Reporting a failure

- 8.1 The Service includes an online helpdesk enabling the End Users of the Service to send reports to Basecone describing the Failure.
- 8.2 If the Service is not available, End Users should report a Failure via the escalation e-mail address: [escalationsupport@basecone.co.uk](mailto:escalationsupport@basecone.co.uk).
- 8.3 Before sending a Functional Question to Basecone, the Client should first consult the Frequently Asked Questions (FAQ) and Tutorials, available to the End Users through the Help menu.
- 8.4 Basecone will not be liable for incorrect, incomplete, delayed forwarding and/or reception of a report made by the Client, whether caused by the not fully functioning of the telecom services and equipment of third parties and/or the Client or not.

## Section 9 - Reaction and Repair Times

- 9.1 Upon receiving the report, Basecone will determine the nature of the report, thereby distinguishing between Failures and Functional Questions. In case of a Failure report, Basecone assigns a Failure Level implying a Reaction and Repair Time.
- 9.2 Reaction Time for Failure Level 1: Basecone is automatically informed about a report of this Failure Level. The Reaction Time for this Level is 0.5 hour during Office Hours and after Office Hours at the latest at 10 a.m. on the next Workday or at 10:30 a.m. if the next day is not a Workday. The Repair Time for this Failure Level is 2 hours during Office Hours and 3 hours after Office Hours.
- 9.3 Reaction Time for Failure Level 2: the Reaction Time during Office Hours for this Level is 2 hours and after Office Hours at noon the next Workday. The Repair Time for this Failure Level during and after Office Hours is 1 Workday.
- 9.4 Reaction Time for Failure Level 3: the Reaction Time during Office Hours for this Level is 1 Workday and after Office Hours three Workdays. The Repair Time for this Failure Level during and after Office Hours is 5 Workdays.
- 9.5 Reaction Time for Functional Questions: the Reaction Time for Functional Questions constitutes a best endeavours obligation and is 1 Workday.

## Section 10 - Control of security measures

- 10.1 An independent third party determines on a daily basis by means of an automated process if the Service complies in a sufficient manner with the accepted safety requirements applicable to online services.
- 10.2 Basecone has designated McAfee Secure as independent third party.
- 10.3 Basecone shows the outcome of the daily process on the log-in page of the Service in the form of a seal with an expiry date.
- 10.4 Showing a valid seal on the log-in page of the Service gives an indication of part of the security measures that have been taken.

- 10.5 Basecone has committed the Service to a data centre that complies at least with the standards of ISO 27001 and ISO 9001.

## Section 11 - Back-up copies

- 11.1 The Client accepts that back-up copies of the Data will be made. Basecone makes a back-up copy of the Client's Data during the night on a daily basis.
- 11.2 Basecone keeps all back-up copies for at least 5 Workdays.
- 11.3 The Client can ask Basecone within 2 Workdays to replace (place back) a back-up copy in whole or in part.
- 11.4 Basecone will inform the Client within 4 hours if the required back-up copy is available, and will replace it in whole or in part within one (1) Workday.
- 11.5 Basecone is explicitly not responsible for the accuracy of the information contained in the Client's back-up copy and is not responsible for any loss of data during the intermediate period (between making and replacing the back-up copy). Basecone strictly executes Client's request with regard to the choice of the back-up copy and the decision if the replacement should be carried out in whole or in part.
- 11.6 Every replacement in whole or in part of a back-up copy as a result of a Failure will be carried out by Basecone free of charge.
- 11.7 Every replacement in whole or in part at the request of the Client without the occurrence of a demonstrable Failure that can be attributed to Basecone, may involve additional costs for the Client.
- 11.8 Basecone will inform the Client in writing about any additional costs, upon which the Client must inform Basecone in writing that he accepts these additional costs before Basecone will commence replacing a back-up copy.

## Section 12 - Loss of Data

- 12.1 Basecone shall ensure that the RPO does not exceed 24 hours.
- 12.2 Basecone is not liable for loss of Data: a) during its RPO, or b) after its RPO if such Data can be repaired or recreated by Basecone within a period of 3 Workdays after the loss of Data first occurred and was reported to Basecone by the Client.

## Section 13 - Shortcomings or nonobservance of obligations

- 13.1 When Basecone does not observe the Repair Time of the Failure Level and the Availability, the Client can file a request to be eligible for a compensation arrangement within 14 days.
- 13.2 The Client will only be eligible for a compensation arrangement if the request is made in writing and contains at least the following information:
  - 13.2.1 name of the Client and name of the contact person,
  - 13.2.2 date and time when the nonobservance was determined,
  - 13.2.3 description of the observed shortcoming,
  - 13.2.4 the manner in which the nonobservance of shortcoming has been determined,
  - 13.2.5 evidence (such as screen prints), if available,
  - 13.2.6 scope of the nonobservance or shortcoming (e.g. duration).
- 13.3 Basecone will consider every request and will reply in writing within 14 days after receipt of the Client's compensation request.
- 13.4 Basecone may agree fully, in part or not at all with the Client's request. If Basecone does agree in part or not at all, Basecone's reaction should be accompanied by a clear explanation and argumentation, including the Reaction Time and the Repair Time.
- 13.5 Compensation will be carried out on the basis of the following schematic summary:

Frequency	Compensation
First nonobservance within one month	Refund of 30% of the last monthly invoice.
Second nonobservance within 30 days after the first time	Refund of 30% of the last monthly invoice.
Third nonobservance within 45 days after the first time	Refund of 90% of the last monthly invoice.
More frequent than three times within 45 days	Refund of 100% of the last monthly invoice of the past calendar year plus the Client's right to terminate the Agreement without additional costs.

- 13.6 If Basecone is liable for loss of Data (Section 12) the maximum Compensation applies, equalling the compensation for more than three incidents within 45 days.
- 13.7 Compensation takes place within two months after reaching an agreement about the extent of the nonobservance of the Repair Time and/or Availability by Basecone, and may be settled by deduction from outstanding amounts or by remittance onto the bank account of the Client known by Basecone.
- 13.8 When the nonobservance of the level of Availability by Basecone occurs several times on the same day, this is deemed to be one continuous Failure and not separate incidents.
- 13.9 Each claim for compensation expires after 12 months have passed since the outset of the right to compensation.
- 13.10 If the Client uses the right to compensation or the right to terminate this Agreement on the strength of the terms of this SLA, he will not be able to take recourse to other remedies pursuant to the General Terms and Conditions and/or the law. The above-mentioned right to compensation or the right to termination constitute therefore exclusive remedies precluding other legal remedies.

## Section 14 - Limitations and Force Majeur

- 14.1 The Client cannot appeal to the best endeavours obligations, nor to the right to contractual penalties (Section 13) if the nonobservance of the service levels by Basecone results from one or more of the following;
- 14.1.1 acts by the Client that are contrary to his obligations under the Agreement;
  - 14.1.2 the terms of Section 2 of this Agreement;
  - 14.1.3 acts by a third party, insofar they are deemed by generally accepted custom in society to be the responsibility and/or risk of the Client or at least not the responsibility and/or risk of Basecone;
  - 14.1.4 Force Majeur, as defined in Basecone's General Terms and Conditions.