

D. Service Level Agreement (SLA) KTBA Netherlands B.V.

This Service Level Agreement (“SLA”) applies to the Agreement for the Use of the Service provided by KTBA Netherlands BV and the use of the Application, which are as defined in the Conditions for Use. By using the Service, you agree to the conditions of this SLA. If you do not agree, you cannot use KTBA Netherlands BV’s Service. We recommend that you read this SLA carefully so that you are aware of your rights and obligations regarding the use of the Service and the service levels related to maintenance, support and availability.

1. Definitions

- 1.1. **Actual Availability:** the number of minutes the Service was actually available during a certain period.
- 1.2. **Desired Availability:** the target level of availability of the Service, ex-pressed in minutes, in a certain period.
- 1.3. **Emergency:** the situation in which the access to, and the use of, the Application and/or the Service is fully impossible or impossible at critical points or in which the Application and/or the Service will become only partially available if action is not taken immediately.
- 1.4. **Error:** the substantial and reproducible non-performance of the Application and/or Service in accordance with their specifications and/or the interrupted or inadequate availability of the Service.
- 1.5. **Recovery Time:** the number of hours, during Dutch Office Hours, between the time KTBA Netherlands B.V. identifies an Error or the Client reports and Error to KTBA Netherlands B.V. and the time at which the Error has been fully remedied.
- 1.6. **Response Time:** the number of hours, during Dutch Office Hours, between the time the Client reports and Error to KTBA Netherlands B.V. and the time KTBA Netherlands B.V. gets back to the Client as intended in Article 2.5 of the SLA.
- 1.7. **Request for Change:** a request submitted to KTBA Netherlands B.V. - by means of a Request or otherwise - to make a functional adjustment to the Application.
- 1.8. **Request:** a question or request posed by the Client that is not a report of an Error but is connected to the Service.

The remaining capitalised terms are defined in the Conditions for Use that apply to the Agreement, of which this SLA is also an integral part.

2. Support

- 2.1. KTBA Netherlands B.V. provides support through the agency of the Client’s project leader, as specified in the Collaboration Proposal. The project leader will make every effort to offer help for the use of and the operation of the Application and for the use of the Service.
- 2.2. The Client will give KTBA Netherlands B.V. the name of one User as a contact. In the event of an Error or a Request from the Client, only that User may contact KTBA Netherlands B.V.’s project leader using the contact details specified in the Collaboration Proposal. Others than the afore-mentioned User are not permitted to contact the project leader.
- 2.3. In the event the Client is confronted with an Error in the Application or has a Request, the Client should first

make an effort to do all that may be reasonably expected of the Client to remedy the Error or to deal with the Request before contacting the project leader. In no circumstances whatsoever does the above give the Client any authority to act in breach of the provisions of the Agreement regarding the use of the Service.

- 2.4. If the Client’s efforts intended in Article 2.3 do not solve the Error and/or the Request, the Client - through the agency of the User mentioned in Article 2.2 - may contact the project leader. In the event the Client gets in touch by email, KTBA Netherlands B.V.’s project leader will get back to the Client within two (2) working days after the receipt of the email.
- 2.5. If the Client’s message concerns an Error, KTBA Netherlands B.V. will treat the Client’s message in accordance with the provisions of Article 4 of this SLA. The project leader will inform the Client by email as much as possible about:
 - I. the priority level KTBA Netherlands B.V. has accorded to the message;
 - II. the solution proposed by KTBA Netherlands B.V.;
 - III. an indication of the Recovery Time for remedying the Error;
 - IV. the reference by which the Request is known to KTBA Soft-ware BV
- 2.6. The Client guarantees that the User intended in Article 2.2 is can be reached and is available for questions and/or other requests from KTBA Netherlands B.V. within the context of remedying the Error for the full Recovery Time. If the User cannot be reached or is not available, or if the Client does not meet a reasonable request from KTBA Netherlands B.V. within the context of remedying the Error, the Client is no longer entitled to the remedies intended in this SLA regarding the remedy of the Error.

3. Availability

- 3.1. KTBA Netherlands B.V. aims for a Desired Availability of the Service of 99.5% of the time in twenty-four hours (24) per day, seven (7) days per week, all year round. KTBA Netherlands B.V. calculates the Actual Availability per calendar year and does so as follows: $P = (A - (O - M)) / A * 100$ in which:
 - P = the percentage of Actual Availability
 - A = the total number of minutes per year
 - O = the total number of non-availability minutes per year
 - M = the total number of non non-availability minutes per year

- 3.2. Non-availability, as intended in the calculation included in Article 3.1 of this SLA, only occurs if the full Service, including the Application and including all activated Modules, is not available.
- 3.3. Non-availability, for Use that are out of the control of KTBA Netherlands B.V. or that are the consequence of Force Majeure as intended in Article 4 of the Conditions KTBA Holding BV (Part A) for Use, Emergencies or maintenance are not regarded as non-availability for the calculation of Actual Availability.
- 3.4. With exception to evidence to the contrary, all availability and service levels measured by KTBA Netherlands B.V. are convincing evidence.
- 3.5. The Client will always notify KTBA Netherlands B.V. of all circumstances that might affect the Service and its availability.
- 3.6. If the Desired Availability is not achieved, only the legal remedies listed below apply.
- 3.7. If the Client is of the opinion that the Actual Availability is less than the Desired Availability, the Client may submit a request for compensation for a proportionate part of the payment invoiced or to be invoiced for that month by reason of the Agreement according to the chart below.

Actual Availability	Compensation for a percentage of the sum owed by the Client for that year for the SLA.
<99.50%	5% compensation
<95.00%	10% compensation

- 3.8. The request for compensation intended in Article 3.7 should be reported in writing to KTBA Netherlands B.V. within seven (7) working days following the end of the month in question or the Error, depending on which occurs first, stating all relevant information.
- 3.9. If the Client receives compensation more than four (4) times in one calendar year as mentioned above, the Client may cancel the Agreement in accordance with the provisions of Article 10 of the Conditions; the Client will not be eligible for compensation for damages for that or for a refund of sums already paid.
- 3.10. KTBA Netherlands B.V. will include all compensation owed on the grounds of the Articles above in KTBA Netherlands B.V.'s invoices. The compensation calculated by KTBA Netherlands B.V. is binding. If the Client is of the opinion that no, or too little, compensation has mistakenly been included in the invoice, the Client should notify KTBA Netherlands B.V.; KTBA Netherlands B.V. will investigate the Client's complaint and pay the difference of the compensation owed without delay if the complaint is justified.

4. Errors

- 4.1. KTBA Netherlands B.V. aims to remedy Errors in the Application insofar KTBA Netherlands B.V. has received a detailed message about the Errors in question, in accordance with the provisions of Article 2 of the SLA.
- 4.2. If KTBA Netherlands B.V. identifies an Error or if the

Client calls KTBA Software BV's attention to an Error, KTBA Netherlands B.V. will deal with that message as soon as possible and will accord a priority level to the Error. A selection will be made of the following priority levels:

Priority level	Consequences of the Error
1	The entire Application cannot be used by any User.
2	Part of the Application critical to company processes cannot be used
3	The Application can be used, but there is a problem with the usability of the parts that are not critical to the company processes.
4	The Application can be used, but there is a problem with the usability of the parts that are not critical to the company processes and secondary parts.

- 4.3. The following Response Times and Recovery Times apply to the following priority levels. The Response Time and consequently the Recovery Time start as of the time the Client reports an Error during Office Hours, or - if the report is made outside office hours - as of the next working day and Office Hours:

Priority level	Response Time	Recovery Time
1	[2] Office Hours after the Client's report	No more than [8] Office Hours after the Client's report
2	[1] working day after the Client's report	No more than [2] working days after
3	[2] working days after the Client's report	No more than [5] working days after the Client's report
4	The next Update/Upgrade	-

- 4.4. If and when necessary, KTBA Netherlands B.V. will delay remedying the Errors until a new version of the Application is put into operation.
- 4.5. KTBA Netherlands B.V. has the right to apply temporary solutions to the Application, including bypass connections and restrictions to avoid problems; that does not give the Client the right, in any way, to one of the remedies intended in this SLA.
- 4.6. If a Recovery Time is exceeded by no more than eight (8) hours for a Priority Level 1 Error, the only remedy for the Client is compensation of 5%, calculated by virtue of the Agreement, of (a proportionate part) the payments charged or to be charged for that month and compensation of 5% for every instance a following period eight (8) hours, or a part of that period, is

exceeded. The Articles 3.8 to 3.10 (inclusive) of the SLA apply by analogy to that compensation.

- 4.7. KTBA Netherlands B.V. is not obliged to remedy Errors of which KTBA Netherlands B.V. reasonably thinks they were caused by:
- changes the Client has made to the Application;
 - the operation of other software than the Application (e.g. the operating system or database software) or of hardware or other equipment belonging to the Client.
 - the use of the Application in combination with data belonging to the Client that does not comply with the data format required for the Application.
 - inappropriate use of the Application by the Client; or
 - not using one of the Updates supplied by KTBA Netherlands B.V. to the Client.
- In the event KTBA Netherlands B.V. does repair work to remedy the Error and establishes reasonably that the Error was not caused by the Application. KTBA Netherlands B.V. has the right to ask a fee for the time and materials spent for KTBA Netherlands B.V.'s business rates and the Client is obliged to pay the fee.

5. Updates and Upgrades

- 5.1. KTBA Netherlands B.V. puts all released and available Updates and Up-grades at the Client's disposal as KTBA Netherlands B.V.'s sees fit and always within the framework of the applicable release policy and arranged term of the Agreement.
- 5.2. KTBA Netherlands B.V. will make every effort to keep the Application available for the Client following the implementation of Updates and Up-grades. KTBA Netherlands B.V. is not obliged to pay any compensation for damage caused by (outage of the Application due to) the implementation of Updates or Upgrades or otherwise changing the Application and KTBA Netherlands B.V. is always entitled to uninstall an Update or Upgrade.
- 5.3. If an adjustment, Update or Upgrade results in a major change in the Application's functionality, KTBA Netherlands B.V. will notify the Client in advance on KTBA Netherlands B.V.'s website or by email. As the Application is supplied to several Clients, it is not always possible to decide not to implement a certain Update or Upgrade just for one Client.

6. Back-ups

- 6.1. KTBA Netherlands B.V. makes every effort to make one (1) back-up of all Details in the Application every 24 hours by means of a method decided by KTBA Netherlands B.V. The back-up is stored by KTBA Netherlands B.V. for ten (10) days. KTBA Netherlands B.V. does not guarantee that the back-up is always useable, complete or reliable. The back-up will be delivered "as is" and returned.
- 6.2. The Client may request KTBA Netherlands B.V. to restore certain Details from the back-up within ten (10)

after the removal of, or changes to, the Details. KTBA Netherlands B.V. will make every effort to restore the back-up within 5 working days. It is possible that the return of part of the Details from the back-up to the current data set is not possible if it leads to an inconsistent situation. KTBA Netherlands B.V. does not bear the responsibility or liability for Details not being available or being incomplete after returning them from a back-up.

- 6.3. KTBA Netherlands B.V. may charge a fee for the restoration of a back-up.
- 6.4. After the end of the Agreement, KTBA Netherlands B.V. may destroy the back-up at any time. It is the Client's responsibility to request a copy of the back-up Details before the end of the Agreement in accordance with Article 12.9 of the Conditions for Use.

7. Request for Change

- 7.1. The Client may - by means of a Request or otherwise - submit a Re-request for Change to KTBA Netherlands B.V. KTBA Netherlands B.V. is always entitled to accept a Request for Change or otherwise for processing and to determine how it will be implemented in the Application, which KTBA Netherlands B.V. may decide at KTBA Netherlands B.V.'s discretion. KTBA Netherlands B.V. is not obliged to observe any delivery period for a Request for Change, unless otherwise agreed.
- 7.2. KTBA Netherlands B.V. is entitled to ask for a fee for executing a Request for Change, to which end a Collaboration Proposal will be concluded between KTBA Netherlands B.V. and the Client. Payment of (part of) the fee by the Client to KTBA Netherlands B.V. for executing a Request for Change never gives the Client the right to an exclusive (user) right or other (privileges or) rights to the changes in the Application based on the Request for Change, unless the Parties have explicitly agreed otherwise in writing.