

This Service Level Agreement (“SLA”) is part of the Doy Sales Contract and forms an integral part together with the General Terms and Conditions (“GTC”). The SLA will remain valid for the term specified in the contract, including any optional extensions. This SLA will not apply to terminated Sales Contracts. Provisions that reasonably continue after termination of the Sales Contract will remain applicable.

Further, this SLA sets out the performance metrics such as applicable service levels, response times, service windows and availability of the Services and Software including the SaaS services. In addition, this SLA defines the Service Credits that Customer may be eligible to in case of a Service Disruptions.

This SLA contains provisions that cover the processing of personal data. Therefore, this SLA is also a 'Data Processing Agreement'.

CHAPTER A. DEFINITIONS

1. DEFINITIONS

- 1.1. All words capitalized herein that are defined in the General Terms and Conditions, the Policies and this SLA, shall have the meaning assigned to them therein; other capitalized words shall have the following meaning:

Excluded Events means any Incident caused by or resulting from (i) an event of Force Majeure, (ii) an act or omission of Customer, its employees, End Users, agents or contractors; (iii) Tests, Maintenance; (iv) any failure to correctly perform a Cloud Console Test Transaction and/or a Platform Test due to a technical malfunction, Maintenance or otherwise, (v) a suspension of Services in accordance with the General Terms and Conditions, (vi) any exercise by Doy of its rights or remedies under the Sales Contract, (vii) Denial-of-Service (DoS) attacks, Distributed-Denial-of-Service (DDoS) attacks or Distributed-Reflected-Denial-of-Service (DRDoS) attacks by a third party or other attacks by a third party or third parties that result in the Service becoming wholly or partly unavailable, (viii) any use of the Service or Software that is in breach of the Sales Contract, (ix) any failure of Customer controlled actions or environments, (x) virus or malware, (xi) any successful or unsuccessful hack and/or any intrusion attempts, (xii) any event that occurs during a period during which the Customer is in breach of its payment obligations under the Sales Contract.

Incident means an interruption or degradation of quality and/or capacity in the provision of one or more Services by Doy to Customer.

Outage Period is equal to the number of downtime minutes resulting from a Service Disruption.

Response Time means the period of time measured from the time Doy receives a Support Request by email or through the Customer Account, or in case of a Support Request by phone or chat from the time Doy receives the confirmation mentioned in Clause 2.1 hereof, until the moment a Doy support engineer acknowledges receipt of such request to Customer.

Scheduled Availability is the total number of minutes in the month minus any downtime caused by an Excluded Event.

Time Included means the number of minutes that the Customer shall be eligible to receive Advanced Support Services under the applicable Service Level that the Customer has chosen.

CHAPTER B. ADVANCED SUPPORT SERVICES

2. SUPPORT SERVICE REQUEST

- 2.1. Customer may initiate a request for Advanced Support, or report a Service Disruption (a “**Support Service Request**”) to the customer support service via the Customer Account, chat, phone or email. A Support Service Request must include the following information: (i) type of Service, (ii) a clear, detailed and unambiguous description of Advanced Support, and (iii) a detailed description of the Service Disruption (if applicable). Doy may refuse a Support Service Request if it is not able to establish that the Support Service Request is made by the person authorized thereto in the Customer Account. Customer must confirm all Support Service Requests it makes by means of chat or phone by sending a confirmation message through the Customer Account or by way of email.
- 2.2. Doy shall provide an English-language Advance Support service. Doy will maintain support engineers actively on duty 24 hours per day, every day of the year.
- 2.3. Doy shall in no event be obliged to provide any support services to End Users.

3. STANDARD SUPPORT SERVICES BY DEFAULT

- 3.1. Doy shall upon request of Customer, provide to Customer the following Support Services (the “**Standard Support Services**”) free of charge:
- in connection with lease of Software including SaaS service, Doy will perform a software check to test the software in relation to the Service Disruption;
 - in connection with Software, including the SaaS services, Doy will (i) use commercially reasonable efforts to restore the Software to an operational state in cooperation with Customer, or (ii) should it reasonably not be possible to restore the Software by Doy to an operational state, Customer is eligible for Service Credits. For the avoidance of doubt, Doy shall in no event be responsible or liable for any loss of data, databases or technology;
 - in connection with installation of such software is not part of Standard Support Services and can be done as part of Advanced Support Services;
- 3.2. Doy shall provide an English-language Standard Support Service. Doy will maintain support engineers actively on duty 24 hours per day, every day of the year.
- 3.3. Doy shall in no event be obliged to provide any support Services to End Users.
- 3.4. All Standard Support Services are provided AS-IS and on a reasonable efforts basis. Doy is not liable to Customer for any damage resulting from any Standard Support, unless such damage is the direct result of gross negligence or wilful misconduct by Doy. Any delivery times, turnaround times or deadlines given or agreed in connection with Standard Support Services are target times only and Doy shall in no event be liable for any failure to meet these target times/deadlines.

4. ADVANCED SUPPORT SERVICES

- 4.1. Customer may also request Doy to perform support other than the Standard Support (the “**Advanced Support Services**”) in relation to

available Software, including the SaaS services. Advanced Support Services may include providing technical expertise, consultancy services, setup and changes of Software, including the SaaS service.

- 4.2. Doy may accept or decline Customer's request for Advanced Support Services in its sole discretion. In case Doy declines Customer's request for Advanced Support Services, Customer shall be solely responsible for the performance of it.
- 4.3. All Advanced Support Services are provided during Business Hours and on the next business day after acknowledgement of the request, unless agreed otherwise or unless triggered by an Incident requiring immediate action, to be determined by Doy. The Advanced Support Services are provided AS-IS and on a reasonable efforts basis. Doy is not liable to Customer for any damage resulting from any Advanced Support Services, unless such damage is the direct result of gross negligence or wilful misconduct by Doy. Any delivery times, turnaround times or deadlines given or agreed in connection with Advanced Support Services are target times only and Doy shall in no event be liable for any Incidents, Excluded Events, or other failures to meet these target times/deadlines.

CHAPTER C. SERVICE LEVEL

5. SERVICE LEVEL, RESPONSE TIME AND CREDITS

- 5.1. In connection with Software, including SaaS services, Customer may request Advance Support Service apart from the Standard Support Service in case the Customer needs more advance and specific support. The support service will determine:
 - a) the response times (the "Response Time Target");
 - b) in connection with lease of the Software, including the SaaS service;
 - c) the hourly rates for Advanced Support Services.
- 5.2. The table below sets forth the Response Time Target for (a) any Service Disruptions that have been reported by Customer to Doy in accordance with Clause 2.1 above, and (b) any request for Standard Support Service, Advanced Support Service to be performed in accordance with Clause 2.1 above. The Response Time Targets depends on the Customer request.

Table 1: Response Time Target

SERVICE LEVEL	RESPONSE TIME TARGET
Standard Support Service	12 hours
Advanced Support Service	2 hours
Upon Customer Request	As soon as possible

- 5.3. In the event Doy does not respond within the applicable Response Time Target, Customer shall be eligible to receive a Service Credit (the "Response Time Credit") (except in case of Excluded Events) for every full one (1) hour in excess of the maximum Response Time Target equal to 2% of the Monthly Recurring Fee of the affected Software, including the SaaS service by the Service Disruption.
- 5.4. If Customer does not pay a Monthly Recurring Fee for the Service or Software (as applicable), then Customer shall not be eligible to any Response Time Credit.
- 5.5. Customer shall ensure that it will at all times be reachable on Customer's emergency numbers, specified in the Customer Account. No Response Time Credit shall be due in case the Customer is not reachable on Customer's emergency number.
- 5.6. The maximum amount of Response Time Credits that a Customer may be eligible to in a particular month, shall be limited to 50% of the Monthly Recurring Fee for the Service and/or the Software, including the SaaS service affected by the Service Disruption.
- 5.7. Services shall be measured in economical quarter hour increments, the number of minutes required to complete the task rounded up to the next quarter hour, regardless of the level of complexity required to complete the assignment.
- 5.8. For the purpose of determining the amount of time of Advanced Support Services provided, Doy's data shall be binding.

CHAPTER D. SERVICE CREDIT REQUESTS

6. SERVICE CREDIT PROCEDURE

- 6.1. To initiate a claim for a Service Credit, Customer must contact Doy's customer support within five (5) Business Days after the end of the month for which the Service Credit is requested. The Service Credit request must provide: (a) the Customer name and contact information; (b) the date and beginning/end time of the failed performance metric; (c) a brief description of the characteristics of the failed performance metric; and (d) the specific Doy support ticket number(s) opened about the failed performance metric.
- 6.2. Doy will notify Customer via email upon resolution of the request. If rejected, the notification will specify the basis for rejection. If approved, Doy will issue a Service Credit to Customer's account. This Service Credit will be credited on the next invoice issued by Doy to Customer. Doy's records and data shall be the basis for all calculations and determinations in respect of Service Credits.
- 6.3. To be eligible to receive Service Credits, Customer must cooperate in good faith with Doy to trace the root cause of the event resulting in the failed Service or Software, including the SaaS services.
- 6.4. No Service Credit shall be due in case the failed performance metric results from or is caused by Excluded Events.
- 6.5. Service Credits shall constitute Customer's sole and exclusive legal remedy against Doy, and shall constitute Doy's sole liability, in relation to, or in connection with, Service Disruptions or a failure by Doy, failure shall not be deemed to be a breach by Doy.

CHAPTER E. DATA PROCESSING AGREEMENT

7. AGREEMENT & PROCESS

- 7.1. Doy provides standard Services and Software, including the SaaS services and thereby the data processing agreement is included in the SLA. An data processing agreement is required based on the Services and Software services provided to the Customers.
- 7.2. The processing activities and services consisting of making the Services and Software available to Customer containing the data entered and generated by the Customer.
- 7.3. The Customer can record different types of personal data in the Doy software and Services. The Customer is responsible for determining the purposes and means of processing, including what personal data or what categories of personal data Customer wish to store and process using the Doy Software and Services. The Customer can also create its own categories of personal data that Customer wishes to process.
- 7.4. The Customer shall make its own assessment as to whether The Doy Service with the Software, including the SaaS Service is appropriate for

its intended processing. Doy can advise and support Customer with this at Customers request (part of the Advance Support Service). If a data protection impact assessment is mandatory, or Customer wish to conduct one, the Customer shall carry out the assessment itself as data controller.

- 7.5. Doy provides clarity which (categories of) personal data are being processed, for which Customer is the controller and Doy is the processor. Doy collects anonymized data regarding the use of Doy's Services and Software, including the SaaS service and other services. Doy only use anonymized data to improve its Services and Software, and never uses these collected user statistics for commercial purposes or will never pass this data to any third party, unless required in relation to the Service provided to the Customer, whereby Doy will seek Customer's approval.
- 7.6. Doy may collect anonymous data that can be traced back to the Services and can pass them on to Doy's service departments. This ensures that the department concerned can provide Customer with information in the case of any set-up errors or advise Customer on how to use the Software, including SaaS Service, where applicable.
- 7.7. In necessary and required cases due to a Service Disruption or upon Customer request, and with the approval of Doy's IT Manager, Product Development staff will be given temporary access to customer data. Other Doy development engineers will only be given access to Customer data with Customer express prior consent and upon Customers requested Advance Support.
- 7.8. Doy processes personal data for the purposes agreed upon. Customers guarantees that Doy is allowed to process the personal data on one of the legal grounds specified in the AVG/GDPR. To the extent required by applicable laws and regulations, independent and expert auditors hired by Customer may conduct audits. Additional requirements and approvals may apply. All costs associated with conducting an audit at Customer request, including internal costs of Doy's staff, will be charged on to Customer. Doy may apply some kind of discount in case the audit shows that Doy failed to meet its obligations in key areas. In that case, Parties will agree on a reasonable division of costs.
- 7.9. Customer is responsible for the data entered for data subjects and for notifying them and helping them. Doy will not respond to requests from data subjects and will refer them to the data controller. If a data subject exercises their rights under the GDPR or other applicable regulations for the processing of personal data. Doy can assist Customer based on Advance Support Service to meet its legal obligations, where possible.
- 7.10. Doy shall, from a technical and organizational point of view, protect Customers personal data against loss or other unlawful processing and provide support to assist Customer in meeting its data processing obligations under the AVG and other applicable laws and regulations. Doy may be liable for any damage or loss in the context of personal data caused by acts or omissions on Doy's part or on the part of the sub-processor. Doy's liability is limited as specified in the applicable Doy's General Terms and Conditions. In case Customer receives a binding instruction from the Dutch or Belgian Data Protection Authority (DPA), Customer is advices to contact Doy's support team immediately.
- 7.11. Doy processes Customer data in the data centers of its sub-processors, Leaseweb Netherlands B.V. The data centers Doy uses are located exclusively in the Netherlands or The European Union and are subject to the relevant laws and regulations. They comply with strict European legislation for logical and physical access security and continuity. The data centers are at least ISO 27001 certified.
- 7.12. Doy and its sub-processors process (personal) data exclusively within the European Economic Area (EEA). The following principles apply to all the sub-processors; (i) Sub-processors act solely on our instructions and have no independent role in relation to Customer, (ii) Doy selects, assesses and contracts sub-processors in accordance with the obligations set out in this SLA, including this data processing agreement, (iii) Doy ensures that sub-processors have at least equivalent obligations regarding the protection of personal data and GDPR compliance, (iv) Doy remains responsible for assessing, supervising and ensuring compliance with the contractual and legal obligations of the sub-processors, (v) The use of sub-processors does not affect Doy's responsibility towards Customer. To the extent that the sub-processor fails to fulfil its obligations, Doy, as the controller, shall be liable subjected to the applicable GTC's.
- 7.13. In case Doy engages with third parties in the performance of the Sales Contract, such as for implementation, data conversion, migration or data, and do these parties gain access to (personal) data, in that case, they are considered sub-processors under Article 28 of the GDPR. Doy shall notify Customer of this prior to the work commencing, including the identity of the party in question.
- 7.14. Doy shall not allow new sub-processors to process data without informing Customers in good time (where possible, at least 4 weeks in advance). Customer may also object to a sub-processor at any time by providing Doy its objection in writing by means of creating a ticket or sending the Doy support team an email. Doy will handle such objections at management level. Customer may terminate the Sales Contract if Doy nevertheless allow the new sub-processor to process data.
- 7.15. Customer as data controllers, must report any data breaches to the Dutch DPA. Doy is not the data controller and will not report any breach to the DPA. In case of any breach, Customer will be informed instantly after the breach is known to Doy to enable Customer, as the controller, to comply with its legal obligations towards the DPA. When Customer makes a (provisional) report to the DPA and/or the data subject(s) about a data breach at Doy, Customer is requested to inform Doy as well.
- 7.16. After expiry of the Sales Contract, Doy will delete all data, as set out in the applicable General Terms and Conditions. Customer can make a request if Customer wants data to be deleted sooner. Customer can export all data in common formats (such as MS Excel, CSV and PDF) or save attachments to file items onto its own system, before the termination of the Sales Contract. Doy can assist Customer based on Advance Support Service to transfer its data.