

SERVICE LEVEL AGREEMENT

1. Definitions and interpretations

Capitalized words and expressions in the SLA have the meanings ascribed to them below.

Availability	the total time during which the Service was actually available to the Customer and/or Users, expressed as a percentage of the total time;
Change	any changes to the Service for the purpose of ensuring Functionality and Availability;
Services	has the meaning set forth in the Agreement;
Emergency Changes	changes that must be made without delay to ensure the Availability and Functionality of the Service;
Functionality	specific features or characteristics that enable a particular use or application of the Service;
User	has the meaning set forth in the Agreement;
Incident	Failure to perform the Service in accordance with its specifications;
Office hours	Monday through Friday from 08:30 to 17:00 (Dutch time), with the exception of holidays recognized in the Netherlands;
Notification	any notification via the Taggrs website about a possible Incident;
Non-standard Changes	changes requiring more work and resources than what would normally be expected from changes to the Service, performed on a project basis;
Client	has the meaning set forth in the Agreement;
Agreement	has the meaning set forth in the Agreement, including the Terms;
Follow-up times	the time between Taggrs' acceptance of a proposed Change and the implementation of that Change;
Parties	Taggrs and Principal;

Response time	the length of time between the time a Notification is received by Taggrs and the time Taggrs notifies User and/or Client that the Notification has actually been processed;
Service Desk	Taggrs' central point of contact for Client;
Service Period	The time period over which Availability is measured and reported on by Taggrs;
SLA	this service level agreement;
Standard Changes	changes that occur repetitively, are standardized, can be planned in advance and can be implemented through functional management;
Taggrs	the private company TAGGRS B.V., having its registered office and principal place of business in (8442 EZ) Heerenveen at the address Coehoorn van Scheltingaweg 1 P;
Terms	Taggrs' general terms and conditions.

2. **Availability**

- 2.1 Taggrs strives to achieve the highest possible Availability. If Taggrs does not achieve Availability and the percentage is exceeded as set forth in the table in this Article, Taggrs shall endeavor to credit the prices it charges under the Agreement (and therefore only for the duration that Availability is not achieved) in accordance with the following percentages:

Availability	Credit rate
Between 95.00% and 99.85%	25%
Between 90.00% and 94.99%	50%
Lower than 90.00%	100%

- 2.2 Credit will be given only with respect to prices charged to Client by Taggrs on a monthly basis and not for implementation and other costs.
- 2.3 Taggrs shall never be liable for damages resulting from the failure to achieve Availability, regardless of the cause.
- 2.4 The right to terminate the Agreement and/or the SLA and/or suspend the obligations under the Agreement and/or SLA in case of non-realization of availability, see Article 15 of "the Agreement".

3. **Service Desk**

- 3.1 Taggrs will provide Incident support through a Service Desk via "customer support" on its website (www.taggrs.io).

- 3.2 The Service Desk takes care of the processing of a Report by Client and/or User. Taggrs strives to accurately record Notifications through the Service Desk, with a typing, time and date stamp and assigned priority. Once Taggrs has satisfactorily resolved a Report, or the status of a Report has otherwise changed, Taggrs strives to record that. If additional information from the Client and/or User is necessary to respond to the Report, Taggrs will request it as soon as possible, and if no response is forthcoming, will send a reminder.
- 3.3 The Service Desk is available during Office Hours. Reports outside Office Hours are handled by Taggrs during Office Hours.

4. **Priority levels**

The follow-up of an Incident depends on the priority assigned to an Incident. The priority of a Report is determined by Taggrs based on the impact and urgency of the Incident. In doing so, Taggrs distinguishes the following priority levels:

Priority level	Meaning
Priority 1	complete failure of the Service or when 50% of the Users cannot log in.
Priority 2	Strong performance problems or unavailability of core functions for more than 50% of Users.
Priority 3	individual components of the Service do not work for less than 50% of the Users.

5. **Incident Management**

- 5.1 Incident Management aims to resolve an Incident as quickly as possible.
- 5.2 Upon receipt of a Report about a (possible) Incident, Taggrs will assign a priority level to it, taking into account the interests of Client and/or User making a Report.
- 5.3 When Taggrs itself detects an Incident, it will endeavor to send a notification to Client stating the forecast for resolution of the Incident, as well as the priority assigned.
- 5.4 With respect to the various priority levels, Taggrs strives to maintain the following Response Times and Follow-up Times, unless the Parties agree otherwise in writing:

Priority level	Response time	Follow-up time
Priority 1	Within 2 hours	Within 8 hours
Priority 2	Within 4 hours	Within 2 working days
Priority 3	Within 8 hours	Within 5 working days

- 5.5 The Response and Follow-up Times regarding a Priority 1 to 3 Report always apply within Office Hours. The Response Times and Follow-Up Times depend on whether the Client and/or User filing the Report has submitted all the required information to the Office.

reporting an Incident.

- 5.6 The Follow-up Times as mentioned in Article 5.4 are dependent on the Client and/or User following the correct procedure and whether all necessary information for the requested Change is provided.
- 5.7 Taggrs has met the Response Time if, within the Response Time, the Client and/or the User who made the Notification has been informed in a message of Taggrs' proposed remedy.

6. **Reports**

Taggrs shall ensure the accurate, insightful and accessible recording of results under the SLA. As part of the SLA, Taggrs strives to record at least the following information:

- a. number of Reports received and Incidents recorded;
- b. The nature of the Incidents recorded including the priority levels assigned;c. recorded response time per reported Incident;
- d. the total measured Availability.

7. **Availability Management**

Availability is measured on a monthly basis within the Service Period. The following cases are not included in the Service Availability:

- a. force majeure, including intervention by government agencies, Internet failures and/or sabotage of the Service by third parties;
- b. pre-announced work;

8. **Applicable law and competent court**

With regard to applicable law and dispute resolution, the provisions of the Agreement shall apply.