

Service Level Agreement

This Service Level Agreement describes the quality of the Services provided by Learned to the Customer based on the Connection Contract agreed between the Parties. This Service Level Agreement forms an integral and inseparable part of the Terms and Conditions applicable to the Learned Platform.

Article 1) *Definition list*

In this Service Level Agreement, some terms are capitalized. These terms, both singular and plural, always have the meaning given to them in the overview below.

1. **Backup:** a backup copy of the Platform that can be restored by Learned in the event of Incidents.
2. **Availability):** the time period during which the Services can be accessed via the internet during a certain quarter, expressed as a percentage calculated using the formula as laid down in Article 3 of this Service Level Agreement.
3. **End user questions:** general questions about the use of the Services that can be submitted via a report to the Helpdesk.
4. **Errors:** alternative designation for an Incident.
5. **Functionalities:** specific properties or features that enable a particular use or application of the Services.
6. **Planned maintenance:** all regular maintenance work relating to the Services that does not qualify as Emergency Maintenance.
7. **Helpdesk:** the integrated chat within the Platform that allows End Users to communicate with Learned's customer support team.
8. **Incident:** the substantial failure of the Services to meet the agreed specifications as well as the situation in which there is Unavailability that is not the result of Maintenance.
9. **Links:** any links to third-party software or services, whether or not using an Application Programming Interface (API).
10. **Notification:** every report submitted by the Customer to the Learned Helpdesk. This may include an End User question, an Incident report or a Change Request.
11. **Unavailability:** the time period during which there is a disruption in Availability, as a result of which the Services cannot be accessed via the internet.
12. **Maintenance:** all maintenance work to be carried out by Learned, including both Planned Maintenance and Emergency Maintenance, as further detailed in Article 2 of this Service Level Agreement.
13. **Maintenance window:** the time window for carrying out Planned Maintenance, as stated in Article 2 of this Service Level Agreement.
14. **Dissolution time:** the time that elapses between the moment when the Customer submits a report of an Incident in accordance with Article 7 of the Service Level Agreement and the moment when Learned has proposed a Workaround to the Customer or has realized or provided a definitive solution for the Incident.
15. **Point in Time Restore Policy:** the time until which data can be accurately restored from a backup.
16. **Priority:** the priority assigned to an Incident based on its impact and urgency, in accordance with Article 8 of this Service Level Agreement.
17. **Office hours:** Learned's usual opening hours are Monday to Friday between 9:00 AM and 6:00 PM (CET). With the exception of Dutch public holidays under the Term Act.
18. **Response time:** the time that elapses between the moment the Customer submits a report of an Incident in accordance with Article 8 of this Service Level Agreement and the moment Learned provides a first substantive response.

19. **Emergency maintenance:** unforeseen maintenance work as a result of Incidents, which, given the impact and urgency of the Incident, requires immediate intervention from Learned.
20. **Change request:** a request from the Customer regarding the implementation of changes in the configuration, or regarding the implementation of technical or functional adjustments to the Services.
21. **Workaround:** a temporary solution for an Incident that does not or does not completely eliminate the cause of the Incident, but which substantially limits the consequences of the Incident for the Customer.

Other capitalized terms in this Service Level Agreement always have the meaning as described in the Terms and Conditions.

Article 2) General

1. The guarantees or results obligations provided by Learned in this Service Level Agreement do not apply if:
 - a. changes have been made by the Customer or End Users to or actions have been taken with regard to the Services that are not permitted under the Connection Contract, the Conditions or other written agreements between the Parties;
 - b. the Incident or report is the result of errors in or problems with third-party hardware, software or materials, the use of which has been prescribed to Learned by the Customer; the
 - c. Customer has not, not fully or not timely followed reasonable advice or instructions given by Learned with regard to the Services;
 - d. the Incident or the report is related to a higher burden on the Services than is permitted under the Connection Contract, the Conditions or other written agreements between the Parties; or
 - e. there is force majeure.
2. This Service Level Agreement expressly does not relate to Links. Learned has no or only limited influence on the operation of these Links and can therefore not provide any guarantees about their operation.
3. Although any guarantees or results obligations of Learned will lapse in the situations described in articles 1 and 2 of this article, Learned will make every effort to support the Customer as best as possible. However, any costs incurred in this context will be borne by the Customer and will be charged to the Customer on the basis of subsequent calculation at Learned's usual hourly rate.

Article 3) Maintenance of the Services

1. Learned will maintain the Services for the Customer during the term of the Service Level Agreement. The maintenance work to be carried out by Learned consists of:
 - a. **Corrective maintenance:** repairing Errors reported by the Customer or third parties or discovered by Learned.
 - b. **Adaptive maintenance:** adding new Functionalities and/or expanding existing Functionalities.
 - c. **Preventive maintenance:** taking measures to avoid or prevent Incidents in the future.
 - d. **Perfect maintenance:** improving or optimizing the operation of existing Functionalities.
2. Maintenance work may result in the Services being temporarily unavailable or only available to a limited extent. To limit the inconvenience caused by the work to be carried out by Learned, Learned will make every effort to carry out Planned Maintenance outside the Customer's office hours.
3. Notwithstanding this article, Planned Maintenance may also be carried out during the Customer's office hours if the work to be carried out is not expected to result in Unavailability.

4. Learned will make every effort to inform the Customer at least 7 days in advance by email about the nature and expected duration of the work in the case of Planned Maintenance.
5. Due to its impact and urgency, emergency maintenance can be carried out at any time, even if the emergency maintenance may result in temporary unavailability. Learned will make every effort to inform the Customer as soon as possible about the nature and expected duration of the work in the event of Emergency Maintenance.
6. The Maintenance may result in existing Functionalities being adjusted and/or improved to optimize the Platform. Learned will make every effort to inform the Customer at least 7 days in advance by email if there is a material change in Functionality.

Article 4) *Availability*

1. Learned guarantees an availability of 98% per quarter.
2. Availability is determined by Learned on a monthly basis. When calculating the amount specified in Article 4.1 Availability is always based on the formula described below.

$$= \frac{T_m - \sum O_m}{T_m} \times 100\%$$

T_m = total number of minutes in the relevant quarter

O_m = (the sum of) the number of minutes of Unavailability in the relevant

quarter B = achieved Availability in the relevant quarter

3. When calculating Availability using the formula described above, Unavailability due to force majeure is not included.

Article 5) *Backups*

1. Learned automatically saves a backup of the Platform every four hours, per week and per month.
2. Learned has a Point in Time Restore Policy of seven (7) days.
3. The Backups made by Learned will be kept for a period of twelve months. These will then be deleted automatically.
4. The Backups made by Learned are primarily intended for Errors on Learned's part. If the Customer requests Learned to restore or deliver certain files without such Errors, Learned may charge the Customer reasonable costs for this, based on the usual hourly rates.

Article 6) *Helpdesk*

1. Learned will provide the Customer with a reasonable level of support in the event of End User queries. The Customer can contact Learned during Office Hours via the chat in the Platform and submit a report.
2. Learned will endeavor to respond to End User questions within a period of one (1) business day.
3. Learned will not charge the Customer any separate costs for the support described above. If, on the other hand, the Customer requests work that falls outside the scope, the provisions regarding "additional work" in the Connection Contract apply.

Article 7) *Change requests*

1. Any Change Requests can be submitted by the Customer to the Helpdesk.
2. Learned will make every effort to assess within a period of five (5) working days whether or not a Change Request can be implemented and to provide feedback to the Customer.

3. The time actually required to implement the Change Request partly depends on the nature of the Change Request and may therefore differ from case to case. The parties will agree in consultation within which period (and, if necessary, at what time) the Change Request will be implemented.

Article 8) Reporting Incidents

1. If the Customer discovers an Incident when using the Services, the Customer will report this to the Helpdesk. The Helpdesk is available 24/7 in the platform. Learned's Response Time depends on the Business Hours and the Priority of the Incident.

2. When reporting an Incident, the Customer must provide at least the following information to Learned:

- a. the company name;
- b. the name and contact details of the contact person for further follow-up of the Incident;
- c. a complete and clear description of the Incident;
- d. a description of any steps already taken by the Customer;
- e. the consequences and extent of the incident;
- f. the status of the incident.

3. The Customer guarantees that the submitted report is correct and complete. If this is not the case, Learned may not be able to respond to the relevant Incident in a timely manner and/or to resolve the relevant Incident.

4. The Customer will provide Learned with all reasonable cooperation necessary in the context of investigating and handling the report submitted by the Customer. This means, among other things, but not exclusively, that the Customer will provide Learned with all information and possibly grant access to locations, services or accounts under its management to the extent necessary for the handling of the Incident. Learned may suspend handling of the report if the Customer does not provide the reasonably required cooperation.

Article 9) Incident handling

1. A Learned employee will review the Incident report submitted by the Customer as soon as possible and then determine the Priority. The Priority is determined based on the impact and urgency of the Incident. The impact and urgency are determined in accordance with the overview below using the information provided by the Customer.

impact	
Category	Description
High (H)	- A large group of Customer End Users is affected - the Service is Unavailable in its entirety - There is a high risk of reputational damage
Medium (M)	- A limited group of Customer End Users is affected - Some functionalities of the Platform are Unavailable - The occurrence of some reputational damage is likely
Low (L)	- Only a small number of End Users are affected - Limited non-critical functionalities of the Platform are Unavailable - There is only a small chance of reputational damage

urgency	
Category	Description
High (H)	- the damage from the Incident increases rapidly - the disrupted processes are strongly time-bound - quick intervention can prevent the Incident from becoming more serious
Medium (M)	- the damage from the Incident will increase significantly over time - the disrupted processes can be postponed for some time
Low (L)	- the damage from the Incident will increase little over time - the disrupted processes are not or hardly time-bound

2. Depending on the impact and urgency assigned to an Incident, Learned will assign a Priority to the Incident in accordance with the matrix below.

		impact		
		High (H)	Medium (M)	Low (L)
urgency	High (H)	1	2	3
	Medium (M)	2	3	4
	Low (L)	3	4	5

3. If the Customer does not agree with the Priority assigned to the Incident by Learned, the Customer must immediately report this to the Helpdesk, after which the matter will be escalated to management level to achieve an appropriate solution. In that case, the parties will make every effort to reach agreement on the Priority of the Incident in question.

4. Learned will make every effort to achieve the Response Time below, depending on the Priority assigned to the Incident.

Priority	Response time (in Business Hours)
1 (Criticism)	4
2 (High)	4
3 (Average)	8
4 (Low)	8
5 (Slight)	16

5. Learned will make every effort to inform the Customer at reasonable intervals during the resolution of an Incident about its progress and the expected duration of the further handling of the Incident.

Article 10) *Exit arrangement*

1. In the event of termination of the Connection Contract or in the event of bankruptcy of Learned, Learned will provide reasonable cooperation to the Customer to transfer the Data stored via the Services to the Customer himself.
2. Learned will provide the Data to the Customer in a commonly used file format (PDF or CSV) and in a manner to be determined in consultation between the Parties.

1. Any additional costs incurred by Learned for providing the cooperation described in this article will be borne by the Customer. These costs will be charged by Learned on the basis of subsequent calculation at the usual hourly rate.
2. Learned is only obliged to provide the cooperation described in this article after the Customer has fully paid all amounts due under the Connection Contract and this Service Level Agreement and has fully complied with any other obligations under the Connection Contract and this Service Level Agreement.
3. After Learned has provided the cooperation described in this article, or the Customer has indicated that cooperation in this context is not necessary, Learned is entitled to destroy or delete the Data stored via the Services and any Backups thereof. .