



SERVICE LEVEL AGREEMENT

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1. INTRODUCTION

This document (“**Service Level Agreement**” or “**SLA**”) describes the operational standards applied by EZ Factory B.V. (“**EZ**”) for the provision of Support Services provided to its software-as-a-service client’s as more particularly described in the SaaS and Professional Services Agreement signed between EZ and Customer which references this Service Level Agreement (“**SPSA**”).

It aims to enable EZ and Customer to work together effectively.

EZ may update this Service Level Agreement from time to time on condition that such updates do not materially diminish the Support Services. The latest version of this Service Level Agreement will be available via <https://ezfactory.nl/en/terms/>.

All capitalised terms used in this Service Level Agreement not otherwise defined herein shall have the same meaning as in the SPSA.

2. SUPPORT SERVICES

EZ responsibilities

EZ will provide and maintain the SaaS used by Customer.

Additionally, EZ will:

- Ensure relevant software and services are available to the Customer where necessary in line with the Availability SLA described below.
- Respond to support requests in line with the Response Times SLA described below.
- Determine the priority of incidents and bug fixes.
- Take steps to escalate and resolve issues in an appropriate, timely manner.
- Maintain good communication with Customer at all times.

Customer responsibilities

Customer is itself responsible for providing support to its end users. In addition, Customer will appoint up to three fixed end users who can contact EZ in case of questions.

Customer will use the support methods provided by EZ (mail and phone)

EZ may contact Customer at any time on the telephone numbers and email addresses provided by Customer for the purpose of providing Support Services.

Customer will provide EZ with Customer’s business phone number for purposes of receiving incoming SMS or text messages.

Additionally, Customer will:

- Notify EZ of issues or problems in a timely manner.
- Provide EZ with access to equipment, software and services for the purposes of maintenance, updates and fault prevention.
- Maintain good communication with EZ at all times.

Escalation levels

When Customer reports an incident or issue, EZ determines and decides if and which severity level is applicable based on, amongst other aspects:

- The severity of the issue (is core functionality affected or data loss?)
- The impact on the business continuity of Customer
- The number of users affected
- The possibility of a temporary work around
- The duration of the incident

The escalation level determines the response time and the priority it gets for resolution. Furthermore, the frequency of progress reporting to Customer is depending on the escalation level.

There are 4 incident severity levels:

- Level 1: Outage: The SaaS is down
- Level 2: Critical: There is a high risk of SaaS going down
- Level 3: Urgent: An individual end-user is impacted due to a disturbance in the SaaS
- Level 4: Important: Performance is potentially impacted if an issue is not addressed.

Service Level Offerings

EZ offers three levels of Support Services (Bronze, Silver and Gold). The Order Form signed under the SPSA will identify which level Customer is entitled to. A summary of the different levels is included in the table within Annex 1.

3. SLAs

Response Times SLA

The response time indicates how long it takes EZ to respond to a support request raised through the support system of EZ.

EZ will respond to support requests in line with the times set out within Annex 1, the times depend on the incident severity level and which level of Support Services (Bronze, Silver and Gold) the Customer has purchased. The Order Form signed under the SPSA will identify which level Customer is entitled to.

EZ is deemed to have responded when it has replied to Customer's initial request. This may be in the form of an email or telephone call, to either provide a solution or request further information.

Response times are measured from the moment Customer submits a support request through the online support system of EZ or by phone.

Response times apply during standard working hours (8am - 5pm CET) only, unless the SPSA between the Customer and EZ specifically includes provisions for support outside office hours.

Resolution Target Times

EZ will always endeavour to resolve problems as swiftly as possible. However, EZ is unable to provide guaranteed resolution times, because the nature and causes of problems can vary enormously.

For instance, it may be possible to resolve a fatal server issue in minutes, simply by restarting the server. But if a server fails due to disk error or a hardware fault (also classed as a fatal issue) it may take much longer to get back up and running.



In all cases, EZ will use commercially reasonable efforts to resolve problems as quickly as possible. It will also provide frequent progress reports to Customer.

Availability SLA

EZ will use commercially reasonable efforts to make the SaaS Available for at least 99.5% per calendar month during the Subscription Term (the “**Availability SLA**”).

For the purposes of this Availability SLA the following terms have the following meanings:

- **Available** means the percentage of time in a calendar month that the applicable SaaS are accessible for Production Use calculated as follows:
$$\frac{\text{Total minutes actually Available in calendar month}}{\text{Total minutes in calendar month} - \text{Planned Outage minutes}} = \text{Available}$$
- **Planned Outage** means a maintenance window, scheduled outage or deliberate outage.
Production Use means Client can access the applicable SaaS to perform major, mission-critical processes vital to the daily business operations of Client’s business functions in a production environment.
- **Unplanned Outage** means the period of time that the SaaS is unavailable due to an Outage incident, measured in minutes from the time an incident ticket is opened, until the time when Production Usage has been restored, including through a resolution or workaround. Unplanned Outages are not planned by EZ or Customer.

Customer is responsible for implementing sufficient contingency and business continuity procedures to mitigate damage resulting from loss of any of its data (including Customer Data), critical company information and other losses of information stored electronically including the storing of daily management reports and the installation and use of back-up systems, firewalls, up-to-date anti-virus software and other security software on its own networks, systems and computers.

Planned Outages and/or maintenance will be announced 1 week before and the duration of the scheduled maintenance is max. 4 hours.

SLA Exclusions

The SLAs do not apply to:

- (a) non-production environments, including development or testing environments;
- (b) Low severity level incidents;
- (c) any SLA failure arising out of or in connection with:
 - issues caused by factors outside of EZ’s reasonable control, including any force majeure event or internet access or related problems beyond the demarcation point of the applicable SaaS;
 - any actions or inactions of Customer, its users or any third party outside of EZ’s control;
 - Customer’s equipment, software or other technology and/or third-party equipment, software or other technology (other than third party equipment within EZ’s direct control or otherwise expressly supported by EZ);
 - Customer’s (or Customer’s users) use of the SaaS in violation of the terms of the Agreement;
 - Customer making unauthorized changes to the configuration or set up of affected equipment, software or services;



- Customer’s (or Customer’s users) failure to allow EZ to perform maintenance, including without limitation, installation of security patches, emergency repairs and/or available upgrades or updates;
 - Planned Outages, including downtime arising from upgrades or updates or for installation of security patches or emergency repairs;
 - suspension or termination of the SaaS by EZ in accordance with the terms of the Agreement; or
- (d) the quality, accuracy, completeness or suitability of any AI or machine learning generated outputs (including automatic translations, AI-assisted content generation, or outputs from Customer-specific ML models), which are provided on an "as is" basis without SLA commitments. For the avoidance of doubt, this exclusion relates solely to the quality and accuracy of AI-generated content and does not affect the Availability SLA commitment for the underlying SaaS platform that delivers such AI Services.

4. SERVICE CREDITS

Service Credits will be claimed, verified and paid all in accordance with the terms of the SPSA.

If EZ fails to meet the Availability SLA in any calendar month in respect of any production environment(s) the following Service Credits shall apply:

Availability Percentage	Service Credit Percentage
Less than [99.5]% but equal to or greater than [99.0]%	[5]% of the pro-rata Fees paid for the applicable SaaS for the calendar month in which the SLA failure occurred
Less than [99.0]% but equal to or greater than [95.0]%	[15]% of the pro-rata Fees paid for the applicable SaaS for the calendar month in which the SLA failure occurred
Less than [95.0]%	[30]% of the pro-rata Fees paid for the applicable SaaS for the calendar month in which the SLA failure occurred

Service Credits constitute Customer’s sole and exclusive remedy, and EZ’s entire liability, for any failure to meet the Availability SLA. No other remedies shall be available in respect of such failures, notwithstanding anything to the contrary in this SLA or the SPSA.

5. DISASTER RECOVERY, DATA RECOVERY AND BACKUP

EZ will take continuous backups of Customer Data.



ANNEX 1: SERVICE LEVEL OFFERINGS

EZ Factory Service Level Agreement - Service Levels

Topic	Service responsibility	BRONZE LEVEL	SILVER LEVEL	GOLD LEVEL
Support Method	Contact method	Online Support + Call	Online Support + Call	Online Support + Call
Support	Availability to request support by phone Standard support response times Information or feature request	CET office hours 24 hours during business days 24 x 7 by mail or online support	CET office hours 12 hours during business days 24 x 7 by mail or online support	CET office hours 2 hours during business days 24 x 7 by mail or online support
Incident management	Availability to report incidents Standard incident response times Incident Root Cause Analysis (RCA) investigation Periodic feedback on incidents by escalation manager Single point of contact for incidents	CET office hours within 8 hours 2 Business days By mail only NO	CET office hours within 4 hours 12 hours By phone NO	24 x 7 within 4 hours 8 hours By phone YES
Incident severity level 1: Outage	SaaS service down On business days Weekend	2 hours 4 hours	1 hour 2 hours	Immediate 1 hour
Incident severity level 2: Critical	High risk of service downtime On business days Weekend	2 hours 4 hours	1 hour 2 hours	Immediate 1 hour
Incident Severity level 3: Urgent	End-user impact initiated On business days Weekend	4 hours x	2 hours 4 hours	Immediate 2 hours
Incident Severity level 4: Important	Potential for performance impact if not addressed On business days Weekend	8 hours x	4 hours 8 hours	1 hour 2 hours
Problem management	Root cause analysis (RCA) with resolution change proposals	within 10 business days	within 6 business days	within 3 business days
Application monitoring & alerting	Monitoring & alerting and resolution	24 x 7	24 x 7	24 x 7
Patch & security update management	Software CMS & Backend patching App updates and upgrades	As planned As planned	As planned As planned	As planned As planned
Application release & upgrade management	Controlled release deployments (incl planning, testing and functionality checks)	As planned	As planned	As planned
Security incident management	Availability to report incidents Standard security incident response times	24 x 7 within 8 hours	24 x 7 within 4 hours	24 x 7 within 2 hours