

Service Level Agreement

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This Service Level Agreement (hereinafter referred to as "SLA") provides an overview of how the services resulting from a licence agreement for BrynQ, product BrynQ B.V., hereafter named BrynQ will be shaped.

The SLA concerns the BrynQ product. This product is developed, managed and delivered by BrynQ and used by our customers. BrynQ is a SaaS-solution in which data is collected from source systems and processed into information that can be accessed in dashboards via an internet browser. These dashboards can be accessed via BrynQ. BrynQ also serves as middleware between different systems by linking them together and monitoring data integrity.

Basic principles

1. This SLA forms part of a signed contract between our clients and BrynQ. As such, this SLA enters into force on the effective date of the contract and ends on the end date of the contract. The processing agreement also forms part of the contract;
2. BrynQ is and remains the property of BrynQ at all times. Our customers have the right of use for the period paid for;
3. Our customers own and remain owners of the content and data captured in BrynQ including the dashboards;
4. Customer-specific set-up, i.e. anything that falls under the management of our customers themselves, will fall under the category of customisation. This includes, but is not limited to, the code developed to add and analyse data in dashboards, user setup, file-upload setup, changes to source systems (e.g. AFAS Profit, SAP, Exact Online, etc.) that affect the setup of the BI environment and authorisation on the API to transport data from BrynQ. The provisions of this SLA do not apply to customisation;
5. In addition to the provisions in section 1, our clients have the guarantee that changes in BrynQ's software do not cause any change in client-specific set-up or customisation. Moreover, our customers' customisation is also included in the backups as described in section 2.2;
6. All functionality, code and data over which our customers themselves have no control, are fully subject to the provisions of this SLA. This includes, but is not limited to, BrynQ's software and BrynQ's network infrastructure.

1.1 Product development

BrynQ is continuously developing BrynQ to provide our customers with a user-friendly, innovative and comprehensive product. BrynQ bases its product policy on, among other things (but not limited to):

- The requirements of our customers. These can be sent in via e-mail (support@brynq.com) or <https://support.brynq.com> or can be made known during other moments of contact;
- The relevant laws and regulations;
- Own market research;
- Developments at external suppliers;

New releases are automatically provided with release notes in BrynQ so that it is clear to our customers what has changed and when. An overview of all implemented releases and patches can be found on the customer portal.

1.1 Release cycle

BrynQ does not use a fixed release cycle for its product. A new release is automatically delivered and available to our customers. Customers do not have to undertake any effort themselves to put new releases into use.

New releases do not affect the availability of the product. BrynQ will remain accessible in the usual way during the delivery of new releases. After a released update has gone live, the user will have the new version available as soon as the user logs in again. It may occur in exceptional situations (e.g. when there are security updates that require a server to be rebooted) that BrynQ is not reachable. In that case, our customers are notified at least 5 days in advance via the support portal, through BrynQ itself and by email that the product is temporarily unavailable. Such updates are always carried out at night or on weekends. Updates do not affect data extraction.

New updates are extensively tested by BrynQ via code review, manual tests, automatic front-end tests and automatic back-end tests where customer-specific set-up is included in the tests. All this means that new releases are fully tested, but that for each new release, pre-existing and unchanged functionality is also fully retested. An update is not brought live until it has passed all tests. This prevents new updates from affecting the operation of the product.

BrynQ shall announce new releases with a summary of the new functionalities at least 5 days in advance and earlier if possible. When there are changes in the architecture, the code or the supplier applications that would not affect the operation of the application but could potentially cause disruptions, these upcoming changes are also communicated to our customers at least 5 days, but earlier if possible.

1.2 Bug fixes

Fixes that are used to resolve any bugs or security issues are not announced in advance and can be installed daily if so required. Bug fixes do not change the operation of the product and are only intended to improve the operation of a specific functionality or to resolve security issues. Patches are installed in the same way as a release and therefore do not affect the availability of BrynQ.

2. Availability

BrynQ is hosted on systems from professional Dutch data centres that are also allocated within the Netherlands. These systems and networks offer the assurance that BrynQ has an availability of 99.9%. BrynQ also offers this 99.9% availability of BrynQ to our customers. The availability and performance of BrynQ are continuously monitored through internal monitoring (APM). Information about availability can also be monitored externally via <https://uptime.brynq.com>. If there is an outage, all communication will take place via <https://support.brynq.com> and <https://status.brynq.com>. Users can subscribe to these pages so that they receive mails when appropriate. In the following situations, BrynQ may be unavailable:

- Remedy of software failures that are the responsibility of our customers;
- Calamities due to natural disasters and other force majeure situations.

2.1 Maintenance

In principle, platform maintenance does not affect the availability of the product. In the event that it does, our customers will be informed at least 5 days in advance via <https://support.brynq.com> and via BrynQ itself. Maintenance work will be carried out between 17:00 and 08:00 CET or on weekends. Occasional patches and hotfixes will be performed automatically and without prior notice.

2.2 Back-up & restore

4 times a day, the entire application including the data is backed up. Even own set-up and customisation are included in the backup. These backups are deleted after 2 months. Backups can be restored at the request of our customers. This will cost 2 working hours at the hourly rate as agreed in the contract. The average duration of the restore is 1 working day.

In addition, a full backup of the server is done once every 24 hours around 2:00 AM CET. When a server is backed up, the backup will not only include the application and database but also all other packages, network, etc. A server backup includes everything that can be backed up. This backup is used only in case the production

environment has become completely inaccessible and unrecoverable. These daily backups are kept for 7 days. Once a week, a daily backup is stored as a weekly backup. This version is kept for 4 weeks. Once monthly, a daily backup is stored as a monthly backup and this monthly version is kept for 6 months. The backup will be live within 1 working day in case a disaster occurs and the environment has become completely unusable. BrynQ is ISO 27001 certified which, among other things, guarantees that backups are correct and can be restored within the promised time.

2.3 Continuity

BrynQ has disaster recovery procedures in place to prevent loss of data through system failure, physical deletion or otherwise, and to facilitate the recovery of such data. The data centres are equipped with redundant techniques so that failure of some servers or storage does not immediately lead to a disaster.

3. Security

BrynQ attaches great importance to the security of its platform and the data it contains. We not only comply with the minimum legal guidelines as stated in the AVG, among others, but take proactive measures to ensure the security of your data.

BrynQ has safeguarded its server infrastructure using the latest techniques and tools. In doing so, BrynQ takes advice from knowledgeable parties specialised in security and its testing. The safeguarding is set up using, among other things (but not exclusively), DDOS protection, NIDS and NIDP, SSL encryption, code technical security and physical security when accessing the servers. The infrastructure and code are tested annually using penetration tests for any leaks or weaknesses. The results of these tests can be requested by customers. They will receive a Third Party Message in that case.

Each user has its own unique user ID and corresponding password. The password is known only to the user. Only the user can change the password. A password is for individual use only. The user is responsible for keeping their own password confidential.

In daily practice, the physical security is taken care of in the data centres where BrynQ purchases its servers. These data centres meet strict security and availability requirements. The data centre where BrynQ has located its servers complies at least (but not exclusively) with the following certificates: ISO 27001, NEN 7510 and SOC1. BrynQ can provide its customers with the relevant certificates upon request. BrynQ itself also complies at least with the applicable laws and regulations in the field of Security and can also show its customers the relevant certifications in this field upon request.

4. Support

4.1 General Support

The BrynQ staff will fix problems and answer questions about BrynQ. An incident can be reported via the support portal (<https://support.brynq.com>). An incident may relate to an error, malfunction, wish or user question. BrynQ expects its customers to always first consult the KnowledgeBase (KB) via <https://kb.brynq.com>. Customers can follow the handling of the incident through the support portal. During the handling of an incident, the Support Officer can watch remotely with the customer's permission. For support during critical moments outside of regular working hours, it is possible to get additional support from BrynQ.

BrynQ is constantly improving its services. Nevertheless, it is possible that we have not been able to help you fully to your satisfaction. If, in your opinion, the performance of our work does not meet the set requirements or you are not satisfied with (one of) our employees, this may give rise to a complaint or feedback. Customers can give their opinion about BrynQ and/or submit a complaint via the support portal. BrynQ will respond to the complaint within 3 working days. Customers can track the handling of their complaint through the Customer Portal.

4.2 Registration and response time

When no solution is available in the KnowledgeBase, customers can register an incident in the support portal. Based on the characteristics provided by the customer, the incident reaches the support team for handling. Each incident is assigned a priority by the support employee, which determines the speed with which the incident is dealt with. This priority is coordinated with the person who created the incident. In an acute situation, our customers can contact the Support Centre directly by phone after registering the incident in the support portal.

Customers can track the handling of the incident through the support portal. Our customers thus have insight into the handling of the incident and can add a response or other additional information to a report. The recovery time in the event of an issue depends on the severity and duration of the situation and the extent to which BrynQ relies on third parties to carry out recovery work, but will at least comply with the times mentioned in the following paragraph.

4.3 Priorities and response times

BrynQ commits to responding to and resolving incidents at least according to the priority guidelines listed below. If the query concerns a wish, it will be included in the wish list. In doing so, it cannot always be indicated if and when exactly the wish will be fulfilled.

Each incident is assigned a priority. This is assigned in consultation with our customers by the Support Officer handling the incident.

The guidelines we use for this are:

- Prio4: Wishes: No specific resolution time.
- Prio3: Informative questions: Within 3 working days (in case of exceptionally busy times, the customer will be notified).
- Prio2: Problems that do not disrupt production: Recovery time within 2 working weeks.
- Prio1: Problems that disrupt production: A workaround will be delivered within 1 working day. If possible, actual recovery of the incident will also be done within the same working day.

4.4 Extra support outside of working hours

It is possible to get (non-technical) support from the Support Centre after working hours. For example, if you want support for specific work you perform outside office hours. You must request this at least 10 working days in advance, in connection with the planning and availability of the necessary BrynQ staff.

Extra support will be invoiced to you on an actual-cost basis. A quotation of the expected costs and the hourly rate, applicable according to the contract, will be provided in advance.

Extra Support outside working hours can take place from Monday to Friday, between 17:00-21:00 CET.

4.5 Opening hours

The support portal allows 24/7 consultation of the KnowledgeBase, which provides answers to 80% of the questions asked. BrynQ can be reached by phone on Monday to Thursday from 09:00 - 17:00 and on Friday from 09:00 - 16:00 CET, unless otherwise stated on the support portal. Absences will also be proactively mentioned in announcements in BrynQ.

5. Communication

5.1 Knowledge sharing

BrynQ offers its customers information on the use of BrynQ in the form of a Knowledge Base (KB). This can be found at <https://kb.brynq.com>. The information in the KB is kept up to date by BrynQ. BrynQ also offers its customers the opportunity to receive training in the use of BrynQ. If there is a need for this, BrynQ can be contacted to match the training demand with the offer.

5.2 Contacts

The regular way to post questions, suggestions, comments, etc. is through the support portal. BrynQ's support staff will handle its customers' tickets and maintain contact. If customers are dissatisfied with the handling through BrynQ's support staff, customers can contact the manager D&A. If customers cannot be helped by the manager D&A or are not satisfied with his efforts, it is possible to contact a representative of the management. This can be done via BrynQ's general telephone number.

The manager D&A shall be the contact person for matters that cannot be arranged through the support portal. These include requesting quotes for additional services, evaluations, etc.