

SLA



The underlying document describes the Service Level Agreement (SLA) of Signhost with respect to the Service and is applicable for those Clients which are explicitly registered.

If applicable, this document forms integral part of the Agreement between Signhost and Client in which the services to be purchased have been agreed. The SLA is entered into for the duration set out in the agreement.

The management of the SLA is the responsibility of Signhost.

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INCIDENT MANAGEMENT

General malfunctions, Maintenance or calamities will be communicated proactively to the Signhost status page; <https://status.signhost.com/>.

Client is responsible for subscribing the right contact person(s) on this page.

Incidents will be registered and handled in accordance with the provisions as stipulated in this SLA.

Incidents will be reported by Client to Signhost by the registered contact persons of Client and in the manner as communicated by Signhost and as stipulated in this SLA. If Incidents are reported to Signhost in

another manner, for instance by using other telephone numbers or e-mail addresses, the correct handling of Incidents cannot be guaranteed.

For the registration of an incident, Client is responsible for providing the following information:

- A description of the Incident, as accurately as possible, including at least – without limitation – the following information:
 - o Impact and severity: are one or multiple users affected;
 - o Time of observation;
 - o How the Incident was discovered;
 - o Information about error codes, or possible screenshots;
 - o Steps to take to reproduce the problem;
- A description of the steps already taken by the Client;
- Name of the Client's organization, as well as the current contact details of the contact person(s).

1. PRIORITIES


The Incidents, provided they qualify for further handling by Signhost, are classified according to the following priority levels. Signhost strives to handle Incidents as shown in the table below, depending on the internal priority level which is assigned to the Incident by Signhost.

Classification	Level	Response Time	Resolution Time	Explanation
Priority 1	High	30 minutes	4 hours	The Service is completely inaccessible and end users cannot sign.
Priority 2	Medium	30 minutes*	8 hours*	The Service has limited availability, some features are not available for a limited group of end users.
Priority 3	Low	30 minutes*	16 hours*	Non-production disruptive errors: incidents such as editing account information and/or signing screen colour settings.

** For priority 2 and 3 reports, the Response and Resolution Time applies only within Working Hours.*

The priority level is reasonably determined on the basis of the Client's report by Signhost' support staff handling the Incident. It is therefore important that Client delivers all relevant information with respect to the Incident, including – without limitation – the information as mentioned in chapter 1. If Client is of the opinion that the Incident must be categorized as priority level 1, Client will report this Incident by telephone and according to the provisions as stipulated in this SLA.

To provide feedback to the Client, Signhost must have the Client's current and valid contact details of the contact persons of Client. These SLA-specific details will be delivered by the Client during the onboarding process and Signhost will communicate the relevant details to the Client. The Client is responsible for providing Signhost with the correct and up-to-date contact details. If the contact details



known to Signhost are incorrect due to an act or omission of the Client, or if Signhost fails to provide timely

feedback regarding the Incident due to circumstances that cannot be attributed to Signhost, the attempt

made by Signhost to provide feedback is deemed to be the time at which feedback was provided.

The Client agrees to assist to the best of its ability in resolving the Incident. The Client shall grant Signhost

access to all locations, services and accounts under its management that Signhost reasonably requires in

order to solve the Incident. If the Client fails to provide the aforementioned assistance, or if Signhost has

no access to the Service, without Signhost being liable, the Resolution Time shall start only after the Client will provide the necessary assistance or when Signhost has access to the Service and/or the Incident concerned.

2. AVAILABILITY

Signhost will use commercially reasonable endeavours to ensure that the Services are available twentyfour (24) hours a day and seven (7) days a week throughout the whole year, for the percentage as mentioned below. This is deemed to be the Desired Availability.

Signhost applies with respect to the Service an availability percentage of 99.8% ('Desired Availability').

Availability is the extent to which Client can approach and use the Service. Not included are faults in connection and/or equipment that are beyond Signhost' control, including but not limited to the Client's own connection and/or equipment. The Actual Availability is measured as follows: Hours of Actual Availability divided by the hours of theoretically possible availability less (planned) Maintenance.

The Actual Availability is determined on an annual basis.

The unavailability as a result of force majeure, external verification services such as SMS, iDEAL, DigiD, iDIN, eRecognition (eHerkenning) and/or planned/necessary Maintenance will not be considered as Incident in the measurement of the Actual Availability.

3. MAINTENANCE

The regular maintenance window of the Service is on Working Days between 0.00 AM and 07.00 AM or on weekends. Within this maintenance window, Signhost has the possibility to carry out maintenance work unplanned.

Signhost shall endeavour to inform the Client about scheduled Maintenance at least 5 Working Days in advance via <https://status.Signhost.com/> to the registered contacts of the Client. Announcements are made through the chosen channel (for example via e-mail) at <https://status.Signhost.com/>. In case of calamities or malfunctions, changes can be made immediately.

In addition, Signhost is entitled to adapt (parts of) its systems, including the Service, from time to time in order to improve or adapt its functionality and correct errors, inside or outside the maintenance window without notice via Updates.

4. PERFORMANCE

Signhost has taken the necessary steps to promptly process the sign requests. As a benchmark, the Client and end user must experience a good user experience.

Signhost will take care that the creation of a signing request will be completed within 10 seconds. This performance depends, however, on the chosen signing method chosen by the client (size document, number of signatures, verification method(s)). In addition to the set standard, in response to any performance comments, Signhost will perform measurements and make improvements.

Signhost can determine and apply 'rate limits' on the Service, such as the number of documents per transaction and number of pages per document. These 'rate limits' will be communicated via our support page on the Website or other channel. These 'rate limits' can be specifically adjusted within this SLA with approval of Signhost.

5. MONITORING

The Service is continuously monitored for availability. Both on infrastructure by our ICT supplier and external via internet monitoring services. In addition, the Client will continuously be informed about the availability via the reports as published on <https://status.Signhost.com/>.

6. NEW RELEASES

The Service accessible via a portal or API. New versions of the portal or API will be introduced for all clients. Versions of the API will be downwards compatible, or support at least one older version. Clients are always given a reasonable period to adjust the API link to migrate to a new version. Signhost communicates new features through its product newsletter and Website.

7. BACK-UP AND CONTINUITY

The ICT supplier makes a daily back-up of the systems with respect to the Service. The back-up is removed after two weeks.

The purpose of the Service is to store only the required data during the signing process. After completion of the signing process and feedback from the signed document and transaction receipt, documents will be removed. It is the responsibility of the Client to archive these documents.

8. RECOVERY

Signhost uses an ISO certified secure hosting service, via their ICT supplier. The Service runs on a virtual infrastructure under the secure hosting service of the ICT supplier. In case of calamities, a substitute may occur immediately to a 2nd data center. In case of an emergency in the "one" (operational) data center, used for the Service, can automatically be transferred to the "other" (outbreak) data center if the necessity arises.

9. SECURITY AND CERTIFICATION

- Signhost holds the following certifications and accreditations:
- ISO/IEC 27001: 2013 certification;
- Service Organization Control (SOC) 2-statement;
- DigiD TPM statement;
- iDIN – Digital Identity Service Provider (DISP).

The ICT supplier of the Service holds the following certifications: NEN 7510:2011, ISO 9001:2008, ISO 20000-1:2011, ISO 27001:2013 and ISAE 3402 Type 2 certification.

In order to give the Client insight in the security measures as implemented by Signhost, access will be given to the Signhost security policy. This security policy is available on Signhost' Website: <https://www.Signhost.com/Signhost-certifications-and-accreditations>. This security policy may be updated from time to time.

10. REPORTING

Signhost makes monthly online reports available to the Client. The report contains information about the availability of the service, incidents and possible maintenance. These reports are available online via <https://status.Signhost.com/>

Reporting on the number of signing requests and status is available by default via <https://portal.signhost.com> and login is available via the account holder.

Signhost will give the Client insight in the ticket portal in which the progress and processing of support tickets can be monitored.

In case of major calamities and/or incidents Signhost will inform the Client within this SLA about the cause of the problem, as well as the measures taken to prevent that this problem will appear again in the future, by drawing up and sending a problem report to the Client.

11. CONSULTATION ACCOUNTMANAGER

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Twice a year, there is a consultation with an Signhost account manager about the Service at the location of the Client. Both the experience of the Client and the latest developments are evaluated and considered for subsequent actions.

In addition, the prioritization of functionalities of our services is also determined by our clients. We offer direct contact methods to bring wishes and improvements of our clients to our platform wherever possible.

12.AUDIT

The reports of the security audits that Signhost periodically carries out are available for inspection. These reports include the reports with respect to the ISO 27001 and SOCII certification, as well as (parts of) the reports about the penetration tests as carried out on behalf of Signhost. Signhost is entitled to impose additional conditions on the Client with respect to confidential treatment of these reports.

The Client has the right to carry out an audit/ penetration test in consultation and at his own expense. Costs for possible improvements are not necessarily the responsibility of Signhost.

To perform a security audit, the Client must have a signed consent statement from Signhost.

13.CUSTOMISATION LEGAL DOCUMENTS

If the Client is willing to agree amendments with respect to the legal documents as used by Signhost, then the conclusion of an SLA is required. This is because Signhost delivers a generic service and wants to deliver this service on the basis of a commercially attractive price.

Negotiations about the legal conditions will not only result in legal costs, but in certain cases Signhost is forced to change their (internal) processes. De costs associated with these activities are covered within the fee which is payable for the SLA.

14.CHANGES

With respect to changes of this SLA, the provisions with respect to the change of the Agreement, as stipulated in the General Terms and Conditions, are directly applicable on this SLA.

15.DEFINITIONS

Capitalised terms in this SLA have the following meanings.

Actual Availability: the actual realised level of availability of the Service.

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Agreement: the agreement between Signhost and the Client on the basis of which 8 provides the Service to the Client.

Client: the natural or legal entity with whom Signhost has entered into an Agreement.

Desired Availability: the degree of availability of the Service that Signhost aims to achieve.

Signhost: the company Signhost B.V., among others trading under the trade names Signhost and Ondertekenen.nl, located at the Zijlweg 148a in Haarlem, the Netherlands, and registered with the Dutch Chamber of Commerce under number 56686331.

General Terms and Conditions: the general terms and conditions of Signhost, which are applicable on this SLA and can be found on the Website under <https://www.Signhost.com/terms-and-conditions>.

Incident(s): a substantial failure to meet the functional specifications agreed between the Parties in writing. An Incident only exists if the Client can demonstrate this Incident and if it can be reproduced by Signhost.

Maintenance: carrying out repairs, taking precautionary measures and performing regular inspections of the Service, as well as scheduled maintenance, which may lead to discontinuity of the Service.

Response Time: the time established by Signhost between i) the time at which the Client reported an Incident, and ii) the time at which Signhost sends a response to the Client confirming receipt of the reported Incident, as determined by Signhost.


Resolution Time: the time established by Signhost between i) the time at which Signhost is informed about an Incident, as reported by the Client in line with the relevant obligations of the SLA, and ii) the time at which Signhost expects that the Incident will be resolved, the Service or the component causing the Incident in the Service will be replaced or a workaround will be created, as determined by Signhost. The Resolution Time will always be an indication and an obligation to use best efforts.

Service: the cloud service of Signhost, which will give the Client, among other things, the possibility to sign documents with an electronic signature and/or the digital identification of persons, as delivered under the Agreement.

SLA: the underlying service level agreement.

Updates: modifications and updates in the Service in connection with bug fixing, improving the functionality and/or correcting errors.

Website: de website(s) van Signhost.



Working Days: calendar days, with the exception of Saturdays, Sundays and Dutch public holidays.

Working Hours: from 9:00 hours to 17:00 hours CET on Working Days.

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