



Service Level Agreement

Van Ons

versie 1.3 - April 2023

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Glossary

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

Definition	Explanation
Equipment	All hardware provided by Van Ons B.V. as part of the Services to the Client or used by Van Ons B.V. in the context of the delivery of the Services.
Back-up	A backup copy of the Data, Configurations, and/or Software described in Article 10 of this Service Level Agreement, which can be restored by Van Ons B.V. in the event of Incidents.
Availability	The time period during which the Services can be accessed via the internet during a given month, expressed as a percentage calculated according to the formula laid down in Article 5 of this Service Level Agreement.
Configuration	The combination and/or settings of the various components (such as certain Equipment, Software, and/or Data) that together form the Services.
Data	All data stored using the Services, as well as any data provided by the Client or End Users to Van Ons B.V. for storage through the Services.
Services	What Van Ons B.V. delivers to the Client according to the Agreement. The service can, for example, be "webhosting".
End User	The natural person who uses the Services. These can be, for example, employees of the Client or customers of the Client.



Error	Alternative term for an Incident.
Functionality	Specific properties or characteristics that allow for a certain use or application of the Services.
Scheduled Maintenance	All regular maintenance activities related to the Services that do not qualify as Emergency Maintenance.
Impact	The (severity of the) consequences of an Incident for the Client, which must be determined on the basis of the overview as laid down in Article 17 of this Service Level Agreement.
Incident	The substantial failure of the Services to meet the agreed specifications, as well as the situation in which there is Non-Availability that is not the result of Maintenance.
Connections	Any integration to third-party software or systems that are not part of the Services, which may or may not be established using an Application Programming Interface (API).
Maintenance	All maintenance activities to be carried out by Van Ons B.V., including both Scheduled Maintenance and Emergency Maintenance, as further elaborated in Article 3 of this Service Level Agreement.
Opening Hours	The regular opening hours of Van Ons B.V. as stated in Article 14 of this Service Level Agreement.
Resolution Time	The time elapsed between the moment the Client reports an Incident in accordance with Article 16 of the Service Level Agreement and the moment Van Ons B.V. proposes a Workaround to the Client or has implemented or suggested a definitive solution to the Incident.



Online Producer	An employee of Van Ons B.V. who serves as the first point of contact between the Client and the rest of the Van Ons B.V. team. His or her details are available through the general contact details of Van Ons B.V. in this Service Level Agreement. Also known as 'Project Manager'.
Client	The party with whom Van Ons B.V. enters into the Agreement. The customer.
Agreement	Contract, invoice, quote. That which arises when one party offers something and another party accepts it.
Force Majeure	A situation of force majeure can arise, for example, by chance, a natural phenomenon, or by third parties. In the event that Van Ons B.V. is unable to deliver due to suppliers, regardless of the reason, making compliance with the Agreement unreasonable to expect from Van Ons B.V.
Priority	The priority assigned to an Incident based on its Impact and Urgency, in accordance with Article 17 of this Service Level Agreement.
Response Time	The time elapsed between the moment the Client reports an Incident in accordance with Article 16 of the Service Level Agreement and the moment Van Ons B.V. provides an initial substantive response.
Recovery Point Objective	The maximum time elapsed between the creation of two Backups and on the basis of which it can be determined which Data, Configurations, and/or Software may be lost when restoring the Backup.
Recovery Time Objective	The time required to restore a Backup and on the basis of which it can be determined how long it may take before the Services are available again after an Incident.
Software	All software that is provided or made available as part of the Services, including system



	software, functional software, and application software. This includes online services.
Emergency Maintenance	Unforeseen maintenance work resulting from Incidents, which require immediate intervention from Van Ons B.V. based on the Impact and Urgency of the Incident.
Support / Support Desk	The dedicated support channel that Van Ons B.V. offers to (hosting) clients as defined in Article 14 of this Service Level Agreement.
Updates	The controlled execution of updates to used software by Van Ons B.V. Updates always contain modified software, often with the aim of expanding or improving functionality.
Urgency	The urgency of an Incident for the Client, which must be determined based on the overview as set out in Article 17 of this Service Level Agreement.
Workaround	A temporary solution to an Incident that does not or does not completely remove the cause of the Incident, but substantially reduces the consequences of the Incident for the Client.

Other capitalized terms used in this Service Level Agreement shall have the meanings ascribed to them in the General Terms and Conditions.



Introduction

This Service Level Agreement applies to the services provided by Van Ons B.V., located at Weteringschans 106 in Amsterdam and registered with the Chamber of Commerce under registration number 58002278, to Client.

This Service Level Agreement is inseparably connected to the agreement already concluded between the Parties with the designation "Offer" (the "Agreement") and all accompanying Appendices, such as but not limited to the applicable General Terms and Conditions and any Processor Agreement concluded between the Parties.

Agreements that have been laid down in the Agreement, the General Terms and Conditions, or other Appendices (such as with regard to liability, the processing of personal data, etc.) shall remain fully applicable to this Service Level Agreement.

In case of inconsistencies between the various documents, the following hierarchy shall apply: Agreement - Offer - General Terms and Conditions - Service Level Agreement - Appendices.

Purpose of the Service Level Agreement

The purpose of this Service Level Agreement is to establish agreements regarding the quality of services provided by Van Ons B.V. to the Client. This is achieved by defining concrete and measurable key performance indicators. The Service Level Agreement also aims to establish agreements regarding the cooperation between the Parties. For this reason, uniform procedures are documented in this Service Level Agreement for communication between the Parties and the handling of any notifications or requests from the Client.

Payment

For the services provided and/or commitments made under this Service Level Agreement, the Client is required to pay a fixed amount of [amount] euros, excluding VAT, per [interval]. Van Ons B.V. will invoice the Client for these costs on a [monthly/quarterly/annual] basis, [in advance/afterwards].

The information between the square brackets is included in the Agreement between the Client and Van Ons B.V.

For certain services, Van Ons B.V. may charge the Client an additional fee based on actual costs. If this is the case, it will be explicitly indicated in the Service Level Agreement.



Duration and Termination

The Service Level Agreement will come into effect after it has been accepted by the Client and will be effective as of [invoice date].

The duration of the Service Level Agreement is linked to the Agreement. If the Agreement is terminated, the Service Level Agreement will also be terminated. The Service Level Agreement cannot be terminated separately from the Agreement.

Version Number and Changes

Van Ons B.V. reserves the right to amend the SLA at any time. Any changes will be communicated to the Client via email or post. The amended SLA will come into effect thirty (30) days after the announcement, unless the changes are objected to in writing within thirty (30) days after the announcement. In this case, Van Ons B.V. may continue the Agreement under the original SLA for the remaining duration, or terminate the Agreement with a notice period of one (1) month.

This document further outlines the obligations and rights of Van Ons B.V. and the Client. Any changes to this SLA may be documented in an addendum upon the request of the Client.

The Service Levels agreed upon in the SLA can only be met if the agreements and procedures between Van Ons B.V. and the Client are also adhered to.

Service Level Agreements will be distributed under a new version number each time. Any changes must be described in the overview below, per version.

Versienummer	Datum	Redactie	Omschrijving van wijzigingen
1.0	April 7, 2020	Van Ons	Start of the document in Dutch.
1.1	June 8, 2020	Van Ons	(Dutch) Made information more specific.
1.2	December 21, 2020	Van Ons	(Dutch) New certifications.
1.3	April 19, 2023	Van Ons	(Dutch and English) Added new hosting provider: Rootnet.





Service Level Agreement

1. General

- 1.1. The guarantees or performance obligations provided by Van Ons B.V. in this Service Level Agreement do not apply if:
 - 1.1.a. Changes have been made to or actions have been taken with respect to the Services that are not allowed under the Agreement or other written agreements between the Parties by the Client or End Users;
 - 1.1.b. The Client has not followed reasonable advice or instructions given by Van Ons B.V. regarding the Services, or has not done so completely or timely;
 - 1.1.c. The shortfall is related to a higher load on the Services than allowed under the Agreement or other written agreements between the Parties; or
 - 1.1.d. there is Force Majeure.
- 1.2. Although any guarantees or performance obligations of Van Ons B.V. expire in the situations described in the previous section, Van Ons B.V. will make every effort to support the Client as best as possible. Any costs incurred in this context, however, will be the responsibility of the Client and will be invoiced to the Client on a time and materials basis at the then-current hourly rate of Van Ons B.V.

2. Management of Services

- 2.1. As part of this Service Level Agreement, Van Ons B.V. can perform certain management activities for the benefit of the Client, such as performing software updates.
- 2.2. Van Ons B.V. will only charge additional costs to the Client for management activities if significant maintenance is required following performed updates. Minor inconveniences will be resolved free of charge. Van Ons B.V. will request prior approval from the Client for any additional costs. Van Ons B.V. will always use the agreed hourly rates or, if no agreement has been made, the current hourly rate charged by Van Ons B.V.

3. Maintenance of Services

- 3.1. Van Ons B.V. will make every effort to maintain the Services for the Client during the term of the Service Level Agreement. The maintenance activities to be carried out by Van Ons B.V. consist of:
 - 3.1.a. Corrective maintenance: the repair of Errors reported by the Client or third parties or identified by Van Ons B.V.



- 3.1.b. Preventive maintenance: taking measures to avoid or prevent Incidents in the future.
 - 3.1.c. Perfective maintenance: improving or optimizing the operation of existing Functionalities.
- 3.2. Maintenance activities may result in the Services being temporarily unavailable or only available to a limited extent. To minimize the inconvenience of the work to be carried out by Van Ons B.V., Van Ons B.V. will always coordinate the timing of Planned Maintenance with the Client in advance. In deviation from article 3.2 of this Service Level Agreement, Planned Maintenance may also be performed without prior consent of the Client if the work to be performed is not expected to result in a disruption or limitation of Availability.
- 3.3. In deviation from article 3.2 of this Service Level Agreement, Emergency Maintenance that cannot be postponed due to Impact and Urgency may also be carried out without prior consent of the Client. Van Ons B.V. will make every effort to inform the Client as soon as possible about the nature and expected duration of the work.
- 3.4. Maintenance may result in existing Functionalities being modified and/or discontinued. Van Ons B.V. will make every effort to notify the Client by email at least 10 working days in advance if there is a significant change in Functionality.

4. Response times and compatibility

- 4.1. Van Ons B.V. strives to achieve the response times described below for the provided Services.



Functionality description	Response Time
Outage / site unreachable	During Opening Hours: <1 hour Outside Opening Hours: best effort
Changes (paid) / substantive questions via Support	Response within 24 hours, except for weekends. For example, requests made on Fridays will receive a response no later than Monday.

- 4.2. Van Ons B.V. will ensure that the Response Time described above is achieved in at least 75 percent of the measurements performed by Van Ons B.V. in accordance with Article 6 of this Service Level Agreement.
- 4.3. The Client acknowledges that the actual Response Time experienced by End Users may vary depending on various (external) circumstances and may therefore deviate from the values measured by Van Ons B.V. The Client is responsible for using modern hardware with up-to-date software to ensure optimal performance of the Services.
- 4.4. For the Services to perform well, an internet connection is required with a minimum bandwidth of 75 Mbps (download speed) and 50 Mbps (upload speed) per End User.
- 4.5. The Client acknowledges that the required internet connection and/or specifications may change over time due to advancing technology and/or changes to the Services. Van Ons B.V. will make every effort to keep the Client informed about such changes.
- 4.6. Van Ons B.V. will make every effort to ensure that the Services function properly when using the most popular internet browsers (namely, Microsoft Edge, Mozilla Firefox, Apple Safari, and Google Chrome), but cannot provide any guarantees due to the rapid development of browser vendors.

5. Availability

- 5.1. Van Ons B.V. will make every effort to achieve an Availability of 99.9% for the web hosting part of the Services.
- 5.2. The Availability is determined by Van Ons B.V. on an annual basis. In calculating the Availability specified in Article 5.1, the following formula is used:



$$A = 100\% * [1 - (t : T)]$$

t = the number of minutes during the month that the Services are not available to the Client (complete outage of the Services). The time measured and recorded by Van Ons B.V. is counted from the beginning of the Incident until Van Ons B.V. notifies the Client that the Incident has been resolved (= Recovery Time).

T = total number of minutes per month

- 5.3. Non-Availability due to Force Majeure is not included in the calculation of the Availability using the formula described above.

6. Monitoring and Quality Control

- 6.1. The Availability and Response Time of the Services, as described in Articles 4 and 5 above, are measured by Van Ons B.V. using a real-time uptime monitoring tool. This tool checks the availability of a site every 60 seconds and sends notifications to Van Ons B.V. through various channels.
- 6.2. If the measurements indicate that an Incident has occurred, Van Ons B.V. will make reasonable efforts to inform the Client as soon as possible. The Incident will then be handled in accordance with Article 17 of this Service Level Agreement.
- 6.3. To allow the Client to verify the extent to which Van Ons B.V. has achieved the agreed-upon Availability and Response Time, Van Ons B.V. will provide the Client with a report by email upon request, and no more than once (1x) per calendar year, on the achieved Availability and Response Time.
- 6.4. The results of the measurements determined and reported by Van Ons B.V. to the Client shall be considered authentic evidence unless the Client presents evidence to the contrary demonstrating that Van Ons B.V.'s measurement or calculation is incorrect.

7. Capacity

- 7.1. Van Ons B.V. will make every effort to keep the capacity described below available for the Services.

Web hosting is a tailor-made service and Van Ons B.V. always provides more capacity than necessary, so there is room for an increase in traffic. The exact capacity does not need to be agreed upon as it is largely flexible.



Approximately, each website on web hosting via Van Ons B.V. can count on enough resources for:

1.7m pageviews per month

25 GB storage

7.2. To limit the impact of any Incidents and the risk of disruption of Availability, Van Ons B.V. has redundantly implemented the components of the Services described below.

Service component	Primary location	Secondary location
Webhosting	Europe	Worldwide (cloud hosting)
Code of the site	Online website (live environment)	On-site backup, off-site backup, GIT version control

7.3. Van Ons B.V. has the right to change the locations on which the Services are installed, provided that a minimum distance of 5 kilometers is ensured between the primary and secondary location.

8. Connections

8.1. As part of the Services, Van Ons B.V. will provide the following Connections to the Client:

Not applicable.

8.2. Van Ons B.V. will make every effort to keep the Connections mentioned above available and to maintain them as well as possible during the term of the Service Level Agreement. However, Van Ons B.V. is also dependent on third parties with whom the Connection is made. Therefore, Van Ons B.V. has limited influence on the operation of the Connections. Any guarantees or obligations to achieve results promised in this Service Level Agreement do not apply to Connections.



9. Certification

- 9.1. The hosting partners involved have at least the certification listed below. Hosting partners vary per contract and the partner involved can be requested from the Project Manager of Van Ons B.V.

Certification	Certified party
ISO 9001	Rootnet B.V.
ISO 27001	Rootnet B.V.
NEN 7510	Rootnet B.V.
ISO 9001	Savii Managed WordPress Hosting
ISO 27001	Savii Managed WordPress Hosting
SSAE16	Google Cloud
ISO 27001	Google Cloud
ISO 27017	Google Cloud
ISO 27018	Google Cloud
Federal Risk and Authorization Management Program (FedRAMP)	Google Cloud
Health Insurance Portability and Accountability Act (HIPAA)	Google Cloud
ISO 9001	True
ISO 27001	True
NEN 7510	True

- 9.2. Van Ons B.V. will make every effort to maintain the certifications listed above during the term of the Service Level Agreement, or to have comparable certification from the moment it expires. However, Van Ons B.V. cannot provide any guarantees in this regard. Current certification information can always be found on the website of the relevant partner.



10. Back-ups

- 10.1. Van Ons B.V. will make a Back-up of the parts of the Services mentioned below for the benefit of the Client.

Site database => automatic system backup, every night.
Site code => GIT version control.

- 10.2. The following methods and techniques are used to create the Back-ups.

Automatic system backup, every night.

- 10.3. The Back-ups made by Van Ons B.V. will be stored for a minimum period of 10 days. After that, they may be deleted by Van Ons B.V.
- 10.4. The Back-ups are stored by Van Ons B.V. in a geographical location other than where the original Data, Configurations or Software are stored, with a minimum distance of 5 kilometers as the crow flies.
- 10.5. The Back-ups made by Van Ons B.V. are only intended for catastrophic errors on the part of Van Ons B.V. and do not have facilities to restore or retrieve individual files at the request of the Client. If a Back-up is restored, all files that are lost after the moment the Back-up was made will also be lost. Therefore, the Client must ensure that these files are also stored elsewhere.
- 10.6. If Van Ons B.V. restores a Back-up, the following Recovery Point Objective and Recovery Time Objective apply.

Description	Maximum duration
Recovery Point Objective	24 hours
Recovery Time Objective	4 hours

- 10.7. Hours outside regular Opening Hours are not included in the calculation of the Recovery Time Objective.
- 10.8. Van Ons B.V. will make efforts to periodically (at least once per quarter) verify the operation and integrity of the Back-ups made.



11. Security

- 11.1. Van Ons B.V. places great importance on the secure operation of the Services and will make every effort to take and maintain at least the security measures described in Annex 2 to ensure this.
- 11.2. The security measures listed in Annex 2 will be periodically reviewed and, if necessary, adjusted by the Parties in consultation (at least once a year). If as a result of this evaluation, the security level is raised and/or the security measures taken are expanded, the reasonable costs incurred by Van Ons B.V. shall be borne by the Client.

12. Audits

- 12.1. The Client has the right to carry out an audit up to once a year to verify compliance with the obligations resting on Van Ons B.V. arising from this Service Level Agreement.
- 12.2. The audit must be carried out by an independent and sufficiently qualified auditor. The costs of engaging this auditor shall be borne by the Client.
- 12.3. Before initiating an audit, the Client shall request any existing audit reports from Van Ons B.V. Only if these audit reports do not provide sufficient information about Van Ons B.V.'s compliance with this Service Level Agreement will the Client's audit proceed.
- 12.4. The Client shall announce the audit to Van Ons B.V. in advance. The precise timing of the audit will be agreed between the Parties, provided that Van Ons B.V. will make efforts to ensure that the audit can be carried out within 30 days of receipt of the request by the auditor.
- 12.5. Van Ons B.V. will provide reasonable cooperation in conducting the audit. Any costs incurred by Van Ons B.V. in this context (including costs for making personnel available) shall be borne by the Client and shall be charged on a time and materials basis at Van Ons B.V.'s usual hourly rate.
- 12.6. If one or more improvement points marked as "urgent" emerge during the audit, Van Ons B.V. will implement them as soon as possible. Other points of attention and findings will be discussed between the Parties within a reasonable period of time and, if necessary, implemented.

13. Contact

- 13.1. Communication regarding the execution of this Service Level Agreement is to the extent possible conducted between the Support



Desk of Van Ons B.V. and the contact persons designated by the Client (in consultation with Van Ons B.V.).

- 13.2. The names and contact details of the contact persons at the Client are recorded in Annex 1 to this Service Level Agreement. If the contact details of the designated persons change or new contact persons need to be appointed, the Client shall promptly notify Van Ons B.V. thereof in writing.
- 13.3. Van Ons B.V. will update the Annex in that case and send an updated version to the Client.
- 13.4. Only the designated contact persons are authorized to submit the following notifications and/or perform the following actions:
 - 13.4.a. request for the restoration of Back-ups (see Article 10)
 - 13.4.b. submission of end-user questions to the Support Desk (see Article 14)
 - 13.4.c. submission of a change request (see Article 15)
 - 13.4.d. reporting of an Incident (see Article 16)
- 13.5. It is the responsibility of the Client to ensure that Van Ons B.V. has up-to-date and complete contact information. Van Ons B.V. may not be able to provide feedback to the Client if the contact information is incorrect or outdated.

14. Supportdesk

- 14.1. Van Ons B.V. will provide a reasonable level of support to the Client in the event of end-user questions. The Client can contact Van Ons B.V. during the Opening Hours listed below. The contact details of the Supportdesk can be found in Annex 1.

Days	Opening hours (Dutch time)
Monday through Friday	09:30 - 17:30
Saturday and Sunday	-
Official holidays*	-

* Official Dutch holidays as referred to in Article 3 of the General Terms and Conditions.

- 14.2. Van Ons B.V. will make efforts to respond to end-user questions within a period of 24 hours, taking into account only the time within the aforementioned Opening Hours.
- 14.3. For the support described above, Van Ons B.V. will not charge the Client any separate costs. However, if the Client requests work that falls outside the scope of the agreement, the provisions regarding "additional work" in the General Terms and Conditions will apply.



15. Wijzigingsverzoeken

- 15.1. The Client can submit a request to Van Ons B.V. to make a change to the Services. Such requests can be submitted by the Client during Opening Hours to the Supportdesk. The contact details of the Supportdesk can be found in Annex 1.
- 15.2. Van Ons B.V. will make an effort to assess within a period of 24 hours whether a change request can or cannot be carried out and will provide feedback to the Client about this.
- 15.3. The actual time needed to carry out the change request depends on the nature of the request and may therefore vary from case to case. The Parties will consult with each other to agree within which term (and if necessary, at what time) the change request will be implemented.

16. Reporting Incidents

- 16.1. If the Client notices an Incident in the use of the Services, the Client shall report this to the Support Desk in accordance with the following principles:
 - 16.1.a. During Business Hours: Incidents that, in the Client's opinion, fall under Priority 1 (Critical) or Priority 2 (High) must be reported by phone. Incidents that, in the Client's opinion, fall under Priority 3 (Medium) or lower, may also be reported to the Support Desk through the other communication channels mentioned in Article 14.
 - 16.1.b. Outside Business Hours: Only Incidents that, in the Client's opinion, fall under Priority 1 (Critical) or Priority 2 (High) must be reported by phone. Notifications must be made via the emergency number that can be obtained from the Online Producer of Van Ons B.V. Outside office hours, the first hour of assistance is free, after which the rate is €170 excluding VAT per hour or per call (if <1h).
- 16.2. When reporting an Incident, the Client must provide Van Ons B.V. with at least the following information:
 - 16.2.a. Company name;
 - 16.2.b. Name of the contact person for further follow-up on the Incident;
 - 16.2.c. Current contact details of the relevant contact person;
 - 16.2.d. A complete and clear description of the Incident;
 - 16.2.e. A description of any steps already taken by the Client.
- 16.3. The Client guarantees that the submitted report is correct and complete. If this is not the case, Van Ons B.V. may not be able to



respond to the relevant Incident in a timely manner and/or to resolve the relevant Incident.

- 16.4. The Client shall cooperate fully with Van Ons B.V. as necessary in connection with the investigation and handling of the report submitted by the Client. This includes, among other things but not limited to, providing Van Ons B.V. with all information and granting access to locations, services or accounts under the Client's control to the extent necessary for the handling of the Incident. Van Ons B.V. may suspend the handling of the report if the Client does not provide the reasonably necessary cooperation.

17. Handling of Incidents

- 17.1. An employee of Van Ons B.V. will assess the Incident reported by the Client as soon as possible to determine the Priority. The Priority is determined based on the information provided by the Client, using the overview below.

Priority	Meaning
High	<ul style="list-style-type: none"> - Complete failure of the Services. - A large group of employees or End-users of the Client is affected. - The financial impact is likely to be more than €50,000.
Medium	<ul style="list-style-type: none"> - Partial failure of the Services. - A limited group of employees or End-users of the Client is affected. - The financial impact is likely not to exceed €25,000.
Low	<ul style="list-style-type: none"> - No failure of the Services. - Only a small number of employees or End-users of the Client is affected. - The financial impact is likely not to exceed €10,000.

- 17.2. If the Client disagrees with the Priority assigned to the Incident by Van Ons B.V., the Client must immediately report this to the Support



Desk, after which the issue will be escalated to management level to find an appropriate solution. In this case, the parties will make maximum efforts to reach an agreement on the Priority of the relevant Incident.

- 17.3. Van Ons B.V. will make every effort to achieve the Response Time and Resolution Time below, depending on the Priority assigned to the Incident.

Priority	Response Time	Resolution Time
High	During Opening Hours: <1 hour Outside Opening Hours: <12 hours	Within 24 hours.
Medium	During Opening Hours: <1 hour Outside Opening Hours: <24 hours	Best effort, to be determined jointly by the Parties.
Low	During Opening Hours: <4 hours Outside Opening Hours: <48 hours	Best effort, to be determined jointly by the Parties.

- 17.4. Van Ons B.V. will make every effort to inform the Client at reasonable intervals during the resolution of an Incident about its progress and the expected duration of further handling of the Incident.
- 17.5. After the Incident has been resolved, Van Ons B.V. will make every effort to inform the Client as soon as possible about the (alleged) cause of the Incident and how the Incident was resolved.
- 17.6. In case of server failure (e.g. due to extreme traffic peaks such as in a DDoS attack), Van Ons will take all necessary steps to get the site back up and running as soon as possible.

18. Service credit

- 18.1. If Van Ons B.V. fails to achieve the agreed Availability, as stated in this Service Level Agreement, Van Ons B.V. will owe a service credit to the Client.
- 18.2. The Client can claim this service credit within three months after the failure to achieve the agreed Availability. In case of service unavailability, Van Ons B.V. will compensate the Client with 5% of the



- invoice amount per hour of deviation from the agreed Availability, up to the monthly amount for those services. Calculation will be done per quarter. The compensation cannot exceed the monthly invoice amount of the affected services.
- 18.3. If Van Ons B.V. fails to achieve the agreed Response Time and/or Resolution Time, as stated in this Service Level Agreement, Van Ons B.V. will owe a service credit to the Client of 5% of the amount that the Client owes Van Ons B.V. in that month. The compensation cannot exceed the monthly invoice amount of the affected services.
 - 18.4. If different commitments have been made for different parts of the Services (for example, if a higher Response Time has been promised for certain functionalities than for others), the owed service credit must be calculated per part of the Services. Therefore, a service credit may be owed both for not achieving the Response Time for Functionality A and for not achieving the Response Time for Functionality B.
 - 18.5. The service credit owed by Van Ons B.V. to the Client must be explicitly designated as a contractual penalty in accordance with Article 6:92 of the Dutch Civil Code.
 - 18.6. If Van Ons B.V. identifies on its own initiative that the Client is entitled to a service credit, it will inform the Client in writing.
 - 18.7. If the Client believes that it is entitled to a service credit that has not been paid out by Van Ons B.V. on its own initiative, the Client must submit a written request to Van Ons B.V. within 3 months from the time the entitlement arose.
 - 18.8. The service credit owed by Van Ons B.V. to the Client will be offset against the next invoice issued to the Client.
 - 18.9. The total amount of the service credit owed by Van Ons B.V. to the Client will never exceed the amount that the Client owed Van Ons B.V. for the relevant month.

19. Exit arrangement

- 19.1. In the event of termination of the Agreement, Van Ons B.V. will provide reasonable assistance to the Client in transferring the Data stored via the Services to the Client itself or to a third party designated by the Client.
- 19.2. Van Ons B.V. will provide the Data to the Client in a commonly used file format and in a manner to be determined by mutual agreement between the Parties.
- 19.3. Van Ons B.V. is not obliged to provide the Client with information on the Configuration of the Services upon termination of the Agreement.
- 19.4. Any reasonable costs incurred by Van Ons B.V. in providing the assistance described in this article shall be borne by the Client. These



costs will be invoiced by Van Ons B.V. based on actual time spent at the usual hourly rate of Van Ons B.V.

- 19.5. Van Ons B.V. is only obliged to provide the assistance described in this article after the Client has fully paid all amounts due under the Agreement and this Service Level Agreement and has fully complied with any other obligations under the Agreement and this Service Level Agreement.
- 19.6. After Van Ons B.V. has provided the assistance described in this article, or the Client has indicated that such assistance is not required, Van Ons B.V. is entitled to destroy or delete the Data stored via the Services and any Back-ups thereof.

20. Closing provisions

- 20.1. Dutch law applies to this Service Level Agreement.
- 20.2. Any disputes arising from the Service Level Agreement will be submitted to the Dutch court in the location where Van Ons B.V. is established, Amsterdam.
- 20.3. If any provision of the Service Level Agreement is found to be invalid or unenforceable, the remaining provisions of the Service Level Agreement will remain in full force and effect. The parties will then consult to establish a new provision that, to the extent legally possible, closely approximates the original provision in terms of nature and purpose.

Signing

If desired, a version of this Service Level Agreement can be signed with the Online Producer of Van Ons B.V.

Van Ons B.V. considers this Service Level Agreement to apply to every Agreement upon satisfaction of the associated invoice.



Annex 1 | Contact Information

General contact information of the Client

As stated in the Agreement.

General contact information of Van Ons B.V.:

Van Ons B.V.
Weteringschans 106
1017 XS Amsterdam
The Netherlands, Europe

Phone: +31 (0) 20 331 81 77

E-mail: info@van-ons.nl

Contact information of the Support Desk of Van Ons B.V.:

Phone: +31 (0) 20 331 81 77 (option 1)

E-mail: support@van-ons.nl

In case of site failure outside of business hours:

E-mail: incident@van-ons.nl

Always mention the URL concerned and a telephone number where we can reach you.



Annex 2 | Security Measures

Van Ons B.V. has taken the following security measures with regard to the Services:

Subject	Measures taken
Internal policy	Data is only shared and accessible by employees or by client-approved executors who are involved in carrying out the work necessary for the delivery of Services. Agreements on this procedure are known to Van Ons B.V. employees and can be found on our intranet.
Screening	-
Confidentiality.	Employees and suppliers are contractually bound to confidentiality.
Authentication	All tools and password managers used by Van Ons B.V. have two-factor authentication (2FA).
Password policy	WordPress and other tooling used by Van Ons B.V. enforce strong passwords.
Logging	Login attempts are logged at the server level. Unusual login attempts result in automatic notifications and blockades.



Bijlage 3 | Addendum

If applicable, specific additions to this Service Level Agreement can be included here. If this text is readable, no specific agreements have been made.

