Van Ons

# Service Level Agreement

Version 1.7 - September 2026

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# Definitions

Certain terms in this Service Level Agreement are written with an initial capital letter. These terms, whether in the singular or the plural, shall in each case have the meaning given to them in the overview below.

| Definition | Explanation |
|---|---|
| Equipment | All hardware made available to the Client by Van Ons B.V. as part of the Services, or used by Van Ons B.V. in connection with 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 period of time during which the Services can be accessed via the internet in a given month, as set out 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 make up the Services. |
| Data | All data stored through the use of the Services, or otherwise supplied to Van Ons B.V. by the Client or End Users to be stored via the Services. |
| Services | That which Van Ons B.V. delivers to the Client under the Agreement, such as management, maintenance, web hosting or extended security. |
| End User | The natural person(s) making use of the Services. These may, for example, be employees of the Client or customers of the Client. |

| | |
|---|---|
| Error | Alternative term for an Incident. |
| Functionality | Specific properties or features that enable a particular use or application of the Services. |
| Scheduled Maintenance | All regular maintenance work relating to the Services that does not qualify as Emergency Maintenance. |
| Impact | The (severity of the) consequences of an Incident for the Client, to be determined on the basis of the overview set out in article 17 of this Service Level Agreement. |
| Incident | A substantial failure of the Services to meet the agreed specifications, as well as any situation of non-Availability that is not the result of Maintenance. |
| Integration(s) | Any integrations with third-party software or systems that are not part of the Services, whether or not established by means of an Application Programming Interface (API). |
| Maintenance | All maintenance work to be performed by Van Ons B.V., including both Scheduled Maintenance and Emergency Maintenance, as further detailed 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 that elapses between the moment the Client submits a report of an Incident in accordance with article 16 of the Service Level Agreement and the moment Van Ons B.V. has proposed a Workaround to the Client or has implemented or provided a definitive solution to the Incident. |

| | |
|---|---|
| Online Producer | Employee of Van Ons B.V. who acts as the first point of contact between the Client (customer) and the rest of the Van Ons B.V. team. His or her details can be requested via the general contact details of Van Ons B.V. in this Service Level Agreement. Also known as 'Project Manager'. |
| Client | The party with which Van Ons B.V. enters into the agreement. |
| Agreement | The agreement between Van Ons B.V. and the Client under which Van Ons B.V. delivers Services to the Client. |
| Priority | The priority assigned to an Incident on the basis of its Impact and Urgency, in accordance with article 17 of this Service Level Agreement. |
| Response Time | The time that elapses between the moment the Client submits a report of an Incident in accordance with article 16 of this Service Level Agreement and the moment Van Ons B.V. provides a first substantive response. |
| Recovery Point Objective | The maximum time that elapses between the creation of two Back-ups, on the basis of which it can be assessed which Data, Configurations and/or Software may be lost when the Back-up is restored. |
| Recovery Time Objective | The time needed to restore a Back-up, on the basis of which it can be assessed how long it may take before the Services are Available again following an Incident. |
| Software | All software supplied or made available as part of the Services, which may include system software, function software and application software. Including online services. |

| | |
|---|---|
| Emergency Maintenance | Unforeseen maintenance work resulting from Incidents where, in view of the Impact and Urgency of the Incident, immediate intervention by Van Ons B.V. is required. |
| Support / Support Desk | The dedicated support channel that Van Ons B.V. offers to (hosting) customers as defined in article 14 of this Service Level Agreement. |
| Updates | The controlled execution by Van Ons B.V. of updates to the Software used. Updates always contain modified Software, often with the aim of extending or improving functionality. |
| Urgency | The urgency of an Incident for the Client, to be determined on the basis of the overview set out in article 17 of this Service Level Agreement. |
| Workaround | A temporary solution to an Incident which does not, or does not fully, remove the cause of the Incident, but which substantially limits the consequences of the Incident for the Client. |

Other capitalised terms in this Service Level Agreement shall in each case have the meaning described in the General Terms and Conditions.

# Introduction

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

This Service Level Agreement forms an integral part of the agreement already concluded between the Parties under the designation “Quotation” (the “Agreement”) and all associated Appendices, including but not limited to the applicable General Terms and Conditions and any Data Processing Agreement concluded between the Parties.

Arrangements set out in the Agreement, the General Terms and Conditions or other Appendices (for example with regard to liability, the processing of personal data, et cetera) apply in full to this Service Level Agreement.

In the event of any conflict between the various documents, the following order of precedence applies: Agreement - Quotation - General Terms and Conditions - Service Level Agreement - Appendices.

## Purpose of the Service Level Agreement

The purpose of this Service Level Agreement is to make arrangements regarding the quality of the Services delivered by Van Ons B.V. to the Client. This is achieved by setting out concrete and measurable key performance indicators. The Service Level Agreement also aims to make arrangements regarding the cooperation between the Parties. For that reason, this Service Level Agreement sets out uniform procedures for contact between the Parties and for the handling of any reports or requests from the Client.

## Payment

For the work performed and/or commitments made under this Service Level Agreement, the Client owes Van Ons B.V. a fixed amount of [amount] euros, excluding VAT, per [interval]. These costs will be invoiced to the Client by Van Ons B.V. per [interval] [in advance/in arrears].

The details between the square brackets are included in the Agreement between the Client and Van Ons B.V.

For certain work, Van Ons B.V. may charge the Client an additional fee on a time-and-materials basis. Where this is the case, it is explicitly stated in the Service Level Agreement.

## Term and termination

The Service Level Agreement is concluded upon acceptance by the Client and enters into force as of [invoice date].

The term of the Service Level Agreement is linked to the Agreement. If the Agreement is terminated, such termination therefore applies in full to the Service Level Agreement concluded. The Service Level Agreement cannot be terminated separately from the Agreement.

## Version number and amendments

Van Ons B.V. is entitled to amend the SLA at any time. An amendment will be communicated to the Client by e-mail or post. The amended SLA enters into force thirty (30) days after notification, unless written objection to the amendments is made within thirty (30) days of notification. Van Ons B.V. then has the right to continue the Agreement for the remaining term under the agreed SLA, or to terminate the Agreement with a notice period of one (1) month.

This document further describes the obligations and rights of Van Ons B.V. and the Client. Any changes to this SLA may, at the Client's request, be recorded by means of an addendum.

The Service Levels agreed in the SLA can only be met if the arrangements and procedures between Van Ons B.V. and the Client are also complied with.

Each version of the Service Level Agreement will be distributed under a new version number. The changes in each version must be described in the overview below.

| # | Date | Editor | Description of changes |
|---|---|---|---|
| 1.0 | 7 April 2020 | Van Ons | Initial document |
| 1.1 | 8 June 2020 | Van Ons | Various articles described more specifically. |
| 1.2 | 21 December 2020 | Van Ons | New certifications |
| 1.3 | 19 April 2023 | Van Ons | New hosting provider added: Rootnet |
| 1.4 | 22 March 2024 | Van Ons | New corporate identity |
| 1.5 | 28 August 2025 | Van Ons | Clarification of monthly hours |
| 1.6 | 25 January 2026 | Van Ons | Updated list of hosting providers, typos, service credit clarification, strong password advice, availability adjustment. |
| 1.7 | 1 September 2026 | Van Ons | A daily malware scan and Appendices 4 and 5 added |

# Service Level Agreement

## 1. General

1.1. The best-efforts obligations undertaken by Van Ons B.V. in this Service Level Agreement do not apply if:

1.1.a. the Client or End Users have made changes to, or performed actions with regard to, the Services that are not permitted under the Agreement or other written arrangements between the Parties; the failure is the result of errors in or problems with third-party Equipment, Software or materials that are not part of the Services and/or whose use was prescribed to Van Ons B.V. by the Client;

1.1.b. the Client has not followed, or has not fully or timely followed, reasonable advice or instructions given by Van Ons B.V. regarding the Services;

1.1.c. the failure is related to a higher load on the Services than is permitted under the Agreement or other written arrangements between the Parties; or

1.1.d. there is a case of Force Majeure.

1.2. Although any guarantees or obligations of result on the part of Van Ons B.V. lapse in the situations described in the previous paragraph, Van Ons B.V. will nevertheless use its best efforts to support the Client as well as possible. However, any costs incurred in this context shall be borne by the Client and will be invoiced to the Client on a time-and-materials basis at the hourly rate of Van Ons B.V. applicable at that time.

1.3. For the management referred to in chapter 2, the maintenance referred to in chapter 3 and the change requests referred to in chapter 15 of this SLA, a total of 1 hour per month is reserved. Unused hours expire, cannot be carried over and are non-refundable. If the required work takes longer than 1 hour, Van Ons will inform the Client and provide a separate quotation for the additional costs.

# 2. Management of the Services

2.1. As part of this Service Level Agreement, Van Ons B.V. may perform certain management activities on behalf of the Client, such as carrying out Software updates.

2.2. Van Ons B.V. will only charge the Client additional costs for management activities if substantial maintenance is required as a result of Updates carried out. Minor inconveniences are resolved free of charge. Van Ons B.V. will request the Client's prior approval for any additional costs. In doing so, Van Ons B.V. will in each case apply the agreed hourly rates or, where no arrangements have been made in this respect, the hourly rate of Van Ons B.V. applicable at that time.

# 3. Maintenance of the Services

3.1. Van Ons B.V. will use its best efforts to maintain the Services for the Client during the term of the Service Level Agreement. The maintenance work to be performed by Van Ons B.V. consists of corrective maintenance, i.e. the remedying of Errors reported by the Client or third parties or identified by Van Ons B.V.

3.2. Maintenance work may result in the Services being temporarily unavailable or only partially Available. In order to limit the inconvenience caused by the work performed by Van Ons B.V., Van Ons B.V. will inform the Client after Scheduled Maintenance has taken place. Notwithstanding article 3.2 of this Service Level Agreement, Scheduled Maintenance may also be performed without the Client's prior consent if the work to be performed is not expected to result in a disruption or limitation of Availability.

3.3. Notwithstanding article 3.2 of this Service Level Agreement, Emergency Maintenance that cannot be postponed due to its Impact and Urgency may also be performed without the Client's prior consent. Van Ons B.V. will use its best efforts to inform the Client as soon as possible of 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 use its best efforts to notify the Client by e-mail at least 10 working days in advance in the event of a material change in Functionality.

# 4. Compatibility

4.1. The Client is itself responsible for using modern hardware equipped with up-to-date software.

4.2. For the Services to perform properly, an internet connection with a minimum bandwidth of 75 Mbps (download speed) and 50 Mbps (upload speed) per End User is required.

4.3. The Client acknowledges that the required internet connection and/or specifications may change over time due to advancing technology and/or changes in the Services. Van Ons B.V. will use its best efforts to keep the Client informed of this as well as possible.

4.4. Van Ons B.V. will use its best efforts to ensure that the Services function when using the two most recent versions of the most popular internet browsers (namely: Microsoft Edge, Mozilla Firefox, Apple Safari and Google Chrome).

4.5. The Client acknowledges that the speed at which End Users experience the Services depends in part on various external circumstances over which Van Ons B.V. has no control. Van Ons B.V. makes no commitments in this Service Level Agreement regarding the speed of the Services.

# 5. Availability

5.1. Van Ons B.V. will use its best efforts to achieve an Availability of 99.9% for the web hosting part of the Services.

5.2. Van Ons B.V. bases the Availability on the availability reports of the hosting providers.

5.3. Non-Availability resulting from Force Majeure is not taken into account when calculating Availability.

## 6. Measurement and quality monitoring

6.1. The Availability of the Services is measured by Van Ons B.V. by means of a real-time uptime monitoring tool. This tool checks the availability of a site every 60 seconds and sends a notification to Van Ons B.V. via various channels each time.

6.2. If the measurements show that an Incident has occurred, Van Ons B.V. will use its best efforts to inform the Client of this as soon as possible. The Incident will then be handled in accordance with article 17 of this Service Level Agreement.

6.3. In order to enable the Client to verify the extent to which Van Ons B.V. has achieved the agreed Availability, Van Ons B.V. will, upon request and no more than once (1×) per calendar year, provide the Client with a retrospective report by e-mail on the Availability achieved.

6.4. The measurement results determined by Van Ons B.V. and reported to the Client shall serve as conclusive evidence, unless the Client provides evidence to the contrary showing that the reports of the hosting partners of Van Ons B.V. are incorrect.

## 7. Capacity

7.1. Van Ons B.V. will use its best efforts to keep at least the capacity described below available for the Services.

Web hosting is tailored to each client and Van Ons B.V. always provides more capacity than required, so that there is room for an increase in traffic. The exact capacity therefore does not need to be agreed upon, as it is highly flexible.

7.2. In order to limit the Impact of any Incidents and the risk of a disruption of Availability, Van Ons B.V. has implemented the components of the Services described below redundantly.

| Component of the Service | Primary location | Secondary location |
|---|---|---|
| Web hosting | Europe | Europe (Rootnet or Savvii) |
| Site code | Online website (live environment) | On-site backup, off-site backup, GitHub version control (USA) |

7.3. Van Ons B.V. has the right to change the locations at which the Services are installed.

## 8. Integrations

8.1. As part of the Services, Van Ons B.V. will make the Integrations described below available to the Client:

Not applicable

8.2. Van Ons B.V. will use its best efforts to keep the Integrations referred to above available during the term of the Service Level Agreement and to maintain them as well as possible. In this respect, however, Van Ons B.V. is partly dependent on the third parties with which the Integration is established. Van Ons B.V. therefore has only limited influence on the functioning of the Integrations. Any guarantees or obligations of result committed to in this Service Level Agreement do not relate to Integrations.

# 9. Certification

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

| Certification | Certified entity |
|---|---|
| ISO 9001 | Rootnet B.V. |
| ISO 27001 | Rootnet B.V. |
| NEN 7510 | Rootnet B.V. |
| ISO 9001 | Savvii Managed WordPress Hosting |
| ISO 27001 | Savvii 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 |

9.2. Van Ons B.V. will use its best efforts to maintain the certifications listed above during the term of the Service Level Agreement or, from the moment one expires, to hold comparable certification. However, Van Ons B.V. cannot give any guarantees in this respect. Up-to-date information on certification can always be found on the website of the partner involved.

# 10. Back-ups

10.1. Van Ons B.V. will make a Back-up of the components of the Services listed below on behalf of the Client.

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

10.2. The methods and techniques described below are used to make the Back-ups.

Automatic system backup, every night.

10.3. The Back-ups made by Van Ons B.V. will be retained for a period of at least 10 days. After that, they may be deleted by Van Ons B.V.

10.4. Van Ons B.V. stores the Back-ups at a geographical location other than the one where the original Data, Configurations or Software are stored.

10.5. The Back-ups made by Van Ons B.V. are intended exclusively for catastrophic Errors on the part of Van Ons B.V.; there are no facilities to restore or retrieve individual files at the Client's request. If a Back-up is restored, all files created after the moment the Back-up was made will be lost. The Client must therefore itself ensure that these files are also stored elsewhere.

10.6. If a Back-up is restored by Van Ons B.V., the Recovery Point Objective and Recovery Time Objective stated below apply.

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

10.7. Hours outside regular Opening Hours are not taken into account when calculating the Recovery Time Objective.

10.8. Van Ons B.V. will use its best efforts to periodically (at least once a year) check the functioning and integrity of the Back-ups made.

## 11. Security

11.1. Van Ons B.V. attaches great importance to the secure operation of the Services and will use its best efforts to take and maintain at least the security measures described in Appendix 2 to safeguard this.

11.2. The security measures listed in Appendix 2 will be periodically (at least once a year) reviewed by the Parties in consultation and adjusted where necessary. If, as a result of this evaluation, the security level is raised and/or the security measures taken are extended, the reasonable costs incurred by Van Ons B.V. as a result shall be borne by the Client.

## 12. Audits

12.1. The Client has the right to carry out an audit no more than once a year to verify compliance with the obligations of Van Ons B.V. arising from this Service Level Agreement.

12.2. The audit must be carried out by an independent and suitably qualified auditor. The costs of engaging this auditor shall be borne by the Client.

12.3. Before initiating an audit, the Client will request any existing audit reports from Van Ons B.V. The Client's audit will only proceed if these audit reports do not provide sufficient clarity on compliance with this Service Level Agreement by Van Ons B.V.

12.4. The Client must announce the audit to Van Ons B.V. in advance. The exact time at which the audit takes place will be agreed between the Parties in consultation, on the understanding that Van Ons B.V. will use its best efforts to ensure that the audit can in any event be carried out by the auditor within 30 days of receipt of the request.

12.5. Van Ons B.V. will provide reasonable cooperation in carrying out the audit. Any costs incurred by Van Ons B.V. in this context (including costs of making staff available) shall be borne by the Client and will be invoiced on a time-and-materials basis at the usual hourly rate of Van Ons B.V.

12.6. If the audit reveals one or more points for improvement designated as 'urgent', Van Ons B.V. will implement these as soon as possible. Other points of attention and findings will be discussed by the Parties within a reasonable period and implemented where necessary.

# 13. Contact

13.1. Communication regarding the performance of this Service Level Agreement shall take place as much as possible 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 Client's contact persons are recorded in Appendix 1 to this Service Level Agreement. If the contact details of the designated persons change, or if new contact persons need to be appointed, the Client will notify Van Ons B.V. of this in writing without delay.

13.3. In that case, Van Ons B.V. will update the Appendix and send an amended version to the Client.

13.4. Only the designated contact persons are authorised to submit the reports and/or perform the actions listed below:

13.4.a. requesting the restoration of Back-ups (see article 10)

13.4.b. submitting end-user questions to the Support Desk (see article 14)

13.4.c. submitting a change request (see article 15)

13.4.d. reporting Incidents (see article 16)

13.5. It is the Client's responsibility to ensure that Van Ons B.V. has up-to-date and complete contact details. Van Ons B.V. may not be able to provide feedback to the Client if the contact details on file are incorrect or outdated.

# 14. Support Desk

14.1. Van Ons B.V. will offer the Client a reasonable level of support in the case of end-user questions. For this purpose, the Client can contact Van Ons B.V. during the Opening Hours stated below. The contact details of the Support Desk can be found in Appendix 1.

| Days | Opening Hours (Dutch time) |
|---|---|
| Monday to Friday | 09:30 - 17:30 |
| Saturday and Sunday | - |
| Public holidays* | - |

* Official Dutch public holidays as referred to in article 3 of the Dutch General Extension of Time Limits Act (Algemene termijnenwet).

14.2. Van Ons B.V. will use its best efforts to respond to questions from End Users within the response times set out below.

| Type of question | Response Time |
|---|---|
| Outage / site unreachable | During Opening Hours: <1 hour<br>Outside Opening Hours: best effort |
| Changes (paid) / substantive questions via Support | Response within 24 hours, excluding weekends. Requests submitted on a Friday, for example, will receive a response by Monday at the latest. |

14.3. Van Ons B.V. will not charge the Client any separate costs for the support described above. If, however, the Client requests work that falls outside

the scope of the Agreement, the provisions on “additional work” in the General Terms and Conditions apply.

## 15. Change requests

15.1. The Client may submit a request to Van Ons B.V. to make a change to the Functionality of the Services. Such requests may be submitted by the Client to the Support Desk during Opening Hours. The contact details of the Support Desk can be found in Appendix 1.

15.2. Van Ons B.V. will use its best efforts to assess within a period of 24 hours whether or not a change request can be implemented and to provide feedback to the Client on this, as well as on any ‘additional work’ within the meaning of the General Terms and Conditions.

15.3. The time actually needed to implement the change request depends in part on the nature of the request and may therefore differ from case to case. The Parties will agree in consultation on the period within which (and, where necessary, the moment at which) the change request will be implemented.

## 16. Reporting Incidents

16.1. If the Client identifies an Incident when using the Services, the Client will report this to the Support Desk, taking into account the following principles:

16.1.a. During Opening Hours: Incidents which, in the Client's opinion, fall under Priority 1 (High) or Priority 2 (Medium) must be reported by telephone. Incidents which, in the Client's opinion, fall under Priority 3 (Low) may also be submitted to the Support Desk via the other communication channels listed in article 14.

16.1.b. Outside Opening Hours: only Incidents which, in the Client's opinion, fall under Priority 1 (High) or Priority 2 (Medium) must be reported by telephone. Reports must be made via the emergency

number, which can be requested from the Online Producer of Van Ons B.V. Outside office hours, the first hour of assistance is free of charge; thereafter €170 excluding VAT per hour or per call (if <1 hour).

16.2. When reporting an Incident, the Client must in any event provide Van Ons B.V. with the following information:

16.2.a. the company name;

16.2.b. the name of the contact person for further follow-up of the Incident;

16.2.c. the current contact details of the contact person concerned;

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 warrants that the report submitted is correct and complete. If this is not the case, Van Ons B.V. may not be able to respond to the Incident concerned in a timely manner and/or to resolve the Incident concerned.

16.4. The Client will provide Van Ons B.V. with all reasonable cooperation required in connection with the investigation and handling of the report submitted by the Client. This means, among other things but not exclusively, that the Client will provide Van Ons B.V. with all information and grant access to locations, services or accounts under its control insofar as this is necessary for handling the Incident. Van Ons B.V. may suspend the handling of the report if the Client does not provide the reasonably required cooperation.

## 17. Handling Incidents

17.1. An employee of Van Ons B.V. will assess the Incident reported by the Client as soon as possible in order to determine its Priority. The Priority is

determined in accordance with the overview below, using the information provided by the Client.

| Priority | Meaning |
|---|---|
| High | • Complete outage of the Services.<br>• A large group of the Client's employees or End Users is affected.<br>• The financial impact is likely to exceed €50,000 |
| Medium | • Partial outage of the Services.<br>• A limited group of the Client's employees or End Users is affected.<br>• The financial impact is likely not to exceed €25,000 |
| Low | • No outage of the Services.<br>• Only a small number of the Client's employees or End Users is affected.<br>• The financial impact is likely not to exceed €10,000 |

17.2. If the Client does not agree with the Priority assigned to the Incident by Van Ons B.V., the Client must notify the Support Desk of this without delay, after which the matter will be escalated to management level in order to reach an appropriate solution. In that case, the Parties will make every effort to reach agreement on the Priority of the Incident concerned.

17.3. Depending on the Priority assigned to the Incident, Van Ons B.V. will use its best efforts to achieve the Response Time and Resolution Time set out below.

| Priority | Response Time | Resolution Time |
|---|---|---|
| High | During Opening Hours:<br><1 hour<br>Outside Opening Hours:<br><12 hours | Within 24 hours. |

| | | |
|---|---|---|
| Medium | During Opening Hours:<br><1 hour<br>Outside Opening Hours:<br><24 hours | Best effort, to be determined jointly by the Parties in consultation. |
| Low | During Opening Hours:<br><24 hours<br>Outside Opening Hours:<br><48 hours | Best effort, to be determined jointly by the Parties in consultation. |

17.4. While resolving an Incident, Van Ons B.V. will use its best efforts to inform the Client at reasonable intervals of its progress and the expected duration of the further handling of the Incident.

17.5. Once the Incident has been resolved, Van Ons B.V. will use its best efforts to inform the Client as soon as possible of the (presumed) cause of the Incident and the manner in which the Incident was resolved.

17.6. In the event of a server outage (e.g. due to extreme traffic peaks such as in a DDoS attack), Van Ons will use its best efforts to make the Services available again as quickly as possible.

## 18. Service credit

18.1. If Van Ons B.V. fails to achieve the Availability committed to in this Service Level Agreement, Van Ons B.V. will owe the Client a service credit.

18.2. The Client may claim this service credit within two months of the committed Availability not being achieved. In the event of non-availability of the Services, Van Ons B.V. will compensate 5% of the invoice amount (for the hosting and SLA) per hour of deviation from the committed Availability, up to a maximum of the monthly amount for those Services. The calculation is made per quarter of an hour. The compensation cannot exceed the monthly invoice amount for the hosting and SLA.

18.3. If Van Ons B.V. fails to achieve the Response Times and/or Resolution Times committed to in this Service Level Agreement, Van Ons B.V. will owe

the Client a service credit of 5 percent of the amount owed by the Client to Van Ons B.V. for the hosting and SLA in the month concerned. The compensation cannot exceed the monthly invoice amount for the hosting and SLA.

18.4. If different commitments have been made for components of the Services (for example, if a faster Response Time has been committed to for certain Functionalities than for other Functionalities), the service credit owed must be calculated per component of the Services (hosting and SLA). A service credit may therefore be owed both for failing to meet the Response Time for Functionality A and for failing to meet the Response Time for Functionality B.

18.5. The service credit owed by Van Ons B.V. to the Client must expressly be regarded as a contractual penalty within the meaning of article 6:92 of the Dutch Civil Code.

18.6. If Van Ons B.V. establishes on its own initiative that the Client is entitled to a service credit, it will inform the Client of this in writing.

18.7. If the Client believes that it is entitled to a service credit which Van Ons B.V. has not paid out on its own initiative, the Client must submit a written request to Van Ons B.V. no later than 2 months from the moment the claim arose.

18.8. The service credit owed by Van Ons B.V. to the Client will be set off against the next invoice issued to the Client.

18.9. The total service credit owed by Van Ons B.V. to the Client will never exceed the amount owed by the Client to Van Ons B.V. for the month concerned.

## 19. Exit arrangement

19.1. In the event of termination of the Agreement, Van Ons B.V. will provide reasonable cooperation 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 agreed between the Parties in consultation.

19.3. Upon termination of the Agreement, Van Ons B.V. is not obliged to provide the Client with (information about) the Configuration of the Services.

19.4. Van Ons B.V. is only obliged to provide the cooperation described in this article once the Client has paid in full all amounts owed under the Agreement and this Service Level Agreement and has fully complied with any other obligations under the Agreement and this Service Level Agreement.

19.5. Once Van Ons B.V. has provided the cooperation described in this article, or the Client has indicated that cooperation in this context 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. Final provisions

20.1. This Service Level Agreement is governed by Dutch law.

20.2. Any disputes arising from the Service Level Agreement will be submitted to the competent Dutch court in the place where Van Ons B.V. is established, Amsterdam.

20.3. If any provision of the Service Level Agreement proves to be null and void or voidable, or is otherwise declared invalid, the remainder of the Service Level Agreement shall remain in full force and effect. In such a case, the Parties will agree in consultation on a new provision which, to the extent legally possible, approximates the original provision as closely as possible in nature and purport.

# 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 payment of the associated invoice.

# Appendix 1 - Contact details

**General contact details of the Client**

As stated in the Agreement.

**General contact details of Van Ons B.V.**

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

Telephone: +31 (0) 20 331 81 77
E-mail: info@van-ons.nl

**Contact details of the Van Ons B.V. Support Desk**

Telephone: +31 (0) 20 331 81 77 (option 1)
E-mail: support@van-ons.nl

**In the event of a site outage outside Opening Hours**

E-mail: support@van-ons.nl

Always state the URL concerned and a telephone number on which we can reach you.

# Appendix 2 - Security measures

With regard to the Services, Van Ons B.V. has in any event taken the security measures described below:

| Subject | Measures taken |
|---|---|
| Internal policy | Data is only shared with, and only accessible to, employees or contractors approved by the Client who are involved in performing the work required for the delivery of the Services. Arrangements regarding this way of working are known to the employees of Van Ons B.V. and can be found on our intranet. |
| Confidentiality | Employees and suppliers are contractually bound to confidentiality. |
| Authentication | Two-factor authentication (2FA) is enabled on all tools and the password manager used by Van Ons B.V., where possible. |
| Password policy | We advise using strong passwords. At a minimum: a number, a capital letter and a special character (@, #, *, etc.), and at least 10 characters long. |
| Logging | Login attempts are logged at server level. Unusual login attempts trigger automatic notifications and blocking. |
| Malware Scan | All files on the server are scanned for malware by the hosting provider once a day. |

# Appendix 3 - Addendum

Where applicable, specific additions to this Service Level Agreement may be included here.

# Appendix 4 - Extended Security Agreement

## 21. General

21.1. This Extended Security Agreement is an optional extension to the Service Level Agreement and can only be purchased in combination with an ongoing Agreement and Service Level Agreement between the Parties.

21.2. This Extended Security Agreement only applies if it has been included as a separate component in the Agreement. If this is not the case, this Appendix shall not apply.

21.3. For the work performed under this Extended Security Agreement, the Client owes Van Ons B.V. a fixed amount of [amount] euros, excluding VAT, per [interval]. These costs will be invoiced to the Client by Van Ons B.V. per [interval] [in advance/in arrears].

21.4. Notwithstanding article 21.3, the work involved in the initial assessment and triage of a Vulnerability classified as Critical or High, as well as the initial assessment of a Compromise, is included in the price.

21.5. Prior to entering into this Extended Security Agreement, Van Ons B.V. carries out an intake scan to determine whether the Services can be included within the scope of this Extended Security Agreement. Van Ons B.V. is entitled to refuse the purchase or to propose different terms if the risk profile of the Services gives cause to do so.

21.6. In the event of any conflict between this Extended Security Agreement and the Service Level Agreement, this Extended Security Agreement shall prevail, solely insofar as the subjects described in this chapter are concerned. In the event of any conflict between this Extended Security Agreement and the Agreement, quotation or General Terms and Conditions, the Agreement, quotation or General Terms and Conditions shall prevail in the order described in the Introduction of the Service Level Agreement.

# 22. Additional definitions

| Definition | Explanation |
|---|---|
| Vulnerability | A known weakness in Software, Equipment or Configuration that may compromise the security of the Services, including but not limited to vulnerabilities registered as Common Vulnerabilities and Exposures (CVE registration). |
| Classification | The severity assigned by Van Ons B.V. to a Vulnerability, determined in accordance with article 24 of this Service Level Agreement. |
| Mitigation | A measure that does not remove the Vulnerability, but substantially limits its exploitability. |
| Compromise | The situation in which Van Ons B.V. or the Client reasonably establishes that unauthorised access to the Services has taken place. |
| Security Scan | The automated check carried out by Van Ons B.V. using its own tooling, as described in article 23. |

# 23. Security Scans

23.1. On behalf of the Client, Van Ons B.V. continuously (24 hours a day, 7 days a week) performs automated Security Scans on the components of the Services listed below:

- a. server configuration;
- b. the PHP version and configuration;
- c. the Laravel and/or WordPress core;
- d. WordPress plugins;
- e. PHP dependencies obtained via the Packagist registry, regardless of whether they are managed with Composer or a comparable package manager;
- f. JavaScript dependencies obtained via the npm registry, regardless of whether they are managed with npm, Yarn, pnpm or a comparable package manager.

23.2. The components referred to in article 23.1 under d to f are scanned insofar as they are included in the source code and dependency files of the Services managed by Van Ons B.V. Software installed outside that management falls outside the scope of the Security Scans.

23.3. The Security Scans are performed using internal tooling of Van Ons B.V. Van Ons B.V. is entitled at any time to change the tooling and methodology used, provided that the scope of the scan remains at least equivalent.

23.4. Although the Security Scans are performed continuously, the assessment and follow-up of the findings take place during Opening Hours. Vulnerabilities with the Classification Critical or High are given priority at the start of the next Opening Hours, in accordance with article 25 (Response and resolution times for Vulnerabilities).

23.5. The Client acknowledges that a Security Scan by its nature cannot be exhaustive and that performing one does not guarantee that the Services are free of Vulnerabilities. The obligations set out in this chapter are best-efforts obligations.

## 24. Classification of Vulnerabilities

24.1. Van Ons B.V. classifies an identified Vulnerability on the basis of the CVSS base score according to version 3.1 of the Common Vulnerability Scoring System standard, in conjunction with the extent to which the Vulnerability is actually exploitable in the Client's specific Configuration.

24.1.a. Van Ons B.V. uses the base score as published by the source that is first to make a score available, including the GitHub Advisory Database (GHSA), the National Vulnerability Database (NVD) or the supplier concerned. The absence of a CVE registration does not preclude classification. If only a base score according to another version of the CVSS standard is available, Van Ons B.V. will use that score.

24.1.b. Van Ons B.V. is entitled to switch to a newer version of the CVSS standard. Van Ons B.V. will inform the Client of this in accordance with the provisions under "Version number and amendments".

| **Classification** | **CVSS base score (v3.1)** |
|---|---|
| Critical | 9.0 – 10.0 |
| High | 7.0 – 8.9 |
| Medium | 4.0 – 6.9 |
| Low | 0.1 – 3.9 |

24.2. Van Ons B.V. is entitled to deviate from the CVSS base score if the Vulnerability concerned is not exploitable, or only to a limited extent, in the Client's specific Configuration, or if it in fact poses an increased risk. The final Classification is determined by Van Ons B.V.

24.3. If the Client does not agree with the Classification assigned, article 17.2 of this Service Level Agreement applies mutatis mutandis.

# 25. Response and resolution times for Vulnerabilities

25.1. The periods referred to in this article commence at the moment the Vulnerability is registered by the systems of Van Ons B.V. or — if earlier — at the moment the Client reported the Vulnerability in accordance with article 16. Periods run exclusively during Opening Hours.

| Classification | Response Time | Mitigation | Definitive solution |
|---|---|---|---|
| Critical | < 2 hours | < 8 hours | < 2 working days after a patch becomes available |
| High | < 4 hours | < 1 working day | < 5 working days after a patch becomes available |
| Medium | < 1 working day | n/a | Next monthly update round |
| Low | < 2 working days | n/a | Next monthly update round |

25.1.a. The systems of Van Ons B.V. retrieve new Vulnerabilities at least once every two (2) hours. The period between the publication of a Vulnerability by the sources referred to in article 24.1.a and its registration in the systems of Van Ons B.V. is not taken into account when calculating the Response Time.

25.2. Depending on the Classification, Van Ons B.V. will use its best efforts to achieve the Response Time and Resolution Time set out above.

25.3. The Resolution Times referred to in article 25.2 apply from the moment a patch, update or other definitive solution has been made available by the supplier concerned.

25.4. If no definitive solution is yet available for a Vulnerability with the Classification Critical or High, Van Ons B.V. will use its best efforts to implement a Mitigation within the period referred to in article 25.2 and to inform the Client of its nature and limitations.

25.5. If the periods referred to in this article are not met, article 18.3 applies mutatis mutandis, on the understanding that the service credit is calculated on the monthly amount referred to in article 21.3.

## 26. Vulnerabilities outside the sphere of influence of Van Ons B.V.

26.1. The Client acknowledges that remedying a Vulnerability in third-party Software — including but not limited to WordPress plugins, PHP and JavaScript dependencies and Integrations — depends on the supplier concerned. Van Ons B.V. has no control over this.

26.2. If the supplier does not make a solution available for such a Vulnerability, Van Ons B.V. will inform the Client of this and propose at least one of the following measures:

- a. implementing a Mitigation;
- b. temporarily disabling the Functionality concerned;
- c. replacing the Software concerned with an alternative;
- d. acceptance of the residual risk by the Client.

26.3. The Resolution Times referred to in article 25.2 do not apply to Vulnerabilities as referred to in this article. The Response Time and the period for Mitigation continue to apply in full.

26.4. Work arising from the measure referred to in article 26.2c will be invoiced on a time-and-materials basis, subject to the Client's prior approval.

## 27. Client cooperation and refused measures

27.1. Implementing security measures may result in the Services being temporarily unavailable or only partially Available, or in existing Functionalities being modified or discontinued.

27.2. If Van Ons B.V. establishes that remedying a Vulnerability with the Classification Critical or High will result in non-Availability or a material change in Functionality, Van Ons B.V. will inform the Client of this and request its consent.

27.3. The Client will respond in writing within five (5) working days of the request referred to in article 27.2. In the case of a Vulnerability with the Classification Critical, this period is two (2) working days.

27.4. If the Client does not respond, does not respond in time or responds negatively, the Resolution Times referred to in article 25.2 lapse for the Vulnerability concerned and Van Ons B.V. owes no service credit in respect of that Vulnerability. Van Ons B.V. will record the refusal or the absence of a response in writing and confirm this, as well as the residual risk, to the Client.

27.5. In the case referred to in article 27.4, Van Ons B.V. will use its best efforts to implement a Mitigation in consultation with the Client, or to agree on an alternative moment for implementing the measure.

## 28. Compromise

28.1. If Van Ons B.V. establishes a Compromise, Van Ons B.V. will inform the Client of this within one (1) hour during Opening Hours.

28.2. Van Ons B.V. will advise the Client on whether or not to temporarily take the Services offline. The decision on this rests with the Client. If the Client agrees, Van Ons B.V. will use its best efforts to take the Services offline within two (2) hours of receiving that consent.

28.3. If the Client does not respond, does not respond in time or responds negatively to the advice referred to in article 28.2, article 27.4 applies mutatis mutandis.

28.4. Van Ons B.V. will use its best efforts to provide the Client with an initial analysis within eight (8) working hours of establishing the Compromise, addressing at least:

- a. the presumed cause and access route;
- b. the extent of the Compromise;
- c. whether there are indications that Data has been viewed, altered or exfiltrated.

28.5. Within one (1) working day of the analysis referred to in article 28.4, Van Ons B.V. will present the Client with a recovery plan, including an estimate of the required work and costs.

28.6. If the Compromise may involve a personal data breach, Van Ons B.V. will provide the Client with the information the Client reasonably needs to comply with its notification obligation under the General Data Protection Regulation (GDPR). The provisions of the Data Processing Agreement concluded between the Parties continue to apply in full.

28.7. The Client acknowledges that the Security Scans are performed continuously, but that assessment and follow-up take place during Opening Hours. A Compromise arising outside Opening Hours will therefore not be followed up outside Opening Hours.

## 29. Reporting

29.1. Van Ons B.V. provides the Client with a quarterly report on the Security Scans performed, which includes at least:

- a. the Vulnerabilities remedied and the measures implemented for them;
- b. the outstanding Vulnerabilities, stating the reason why they have not been remedied;
- c. the Updates implemented during the period concerned;
- d. the current server configuration, including security scores.

29.2. The report is provided by e-mail to the Client's contact persons listed in Appendix 1.

29.3. The provisions of article 6.3 continue to apply in full.

## 30. Back-ups

30.1. Notwithstanding article 10.3, the Back-ups made by Van Ons B.V. are retained for a period of at least 30 days.

30.2. Notwithstanding article 10.5, Van Ons B.V. will use its best efforts, at the Client's request, to restore a Back-up from a specific moment within the retention period referred to in article 30.1, if this is necessary in connection with a Compromise.

30.3. Van Ons B.V. carries out a restore test with the hosting provider concerned at least once a year. This restore test is performed for the database backup and the file backup.

## 31. Term and termination

31.1. The Extended Security Agreement is entered into for a minimum term of twelve (12) months and is thereafter tacitly renewed each time for the same period.

31.2. Termination must be effected in writing, subject to a notice period of one (1) month before the end of the current term.

31.3. Upon termination of the Agreement or the Service Level Agreement, the Extended Security Agreement terminates by operation of law.

# Appendix 5 - On-Call Service

## 32. General

32.1. This On-Call Service is an optional extension to the Extended Security Agreement and can only be purchased in combination with an ongoing Agreement, Service Level Agreement and Extended Security Agreement.

32.2. This On-Call Service only applies if it has been included as a separate component in the Agreement. If this is not the case, this Appendix shall not apply.

32.3. For the work performed under this On-Call Service, the Client owes Van Ons B.V. a fixed amount of [amount] euros, excluding VAT, per [interval]. These costs will be invoiced to the Client by Van Ons B.V. per [interval] [in advance/in arrears].

32.4. The fee referred to in article 32.3 relates exclusively to the availability of the On-Call Service and is payable regardless of whether the Client actually makes use of the On-Call Service.

32.5. In the event of any conflict between this Appendix and the Extended Security Agreement or the Service Level Agreement, this Appendix shall prevail, solely insofar as the subjects described in this Appendix are concerned. In the event of any conflict between this Appendix and the Agreement, quotation or General Terms and Conditions, the Agreement, quotation or General Terms and Conditions shall prevail in the order described in the Introduction of the Service Level Agreement.

## 33. Scope of the On-Call Service

33.1. The On-Call Service relates exclusively to:

- a. Vulnerabilities with the Classification Critical;
- b. a Compromise.

33.2. Reports that do not relate to the situations referred to in article 33.1 fall outside the scope of the On-Call Service. For reporting other Incidents outside Opening Hours, the provisions of article 16.1.b continue to apply in full.

33.3. If Van Ons B.V. identifies a situation as referred to in article 33.1 outside Opening Hours, Van Ons B.V. will contact the contact person designated in Appendix 1.

33.4. Outside Opening Hours, the Client may report a situation as referred to in article 33.1 via the on-call number stated in Appendix 1. The provisions of articles 16.2 to 16.4 apply mutatis mutandis.

33.5. The Client designates at least one contact person who is reachable outside Opening Hours and is authorised to give the consent referred to in articles 27.2 and 28.2. Their contact details are recorded in Appendix 1.

33.6. If Van Ons B.V. establishes a Compromise outside Opening Hours and the contact person referred to in article 33.5 cannot be reached within thirty (30) minutes of a first attempt at contact, Van Ons B.V. is entitled to temporarily take the Services offline without the Client's prior consent, or to take other measures that are reasonably necessary to limit further damage.

33.6.a. Van Ons B.V. will inform the Client as soon as possible of the measures taken and the reasons for them.

33.6.b. If Van Ons B.V. exercises the power referred to in article 33.6, Van Ons is not liable for any damage resulting from the non-Availability and/or other measures, unless Van Ons has thereby intentionally caused damage to the Client or acted with deliberate recklessness.

33.6.c. If the contact person referred to in article 33.5 cannot be reached and the matter concerns a Vulnerability with the Classification Critical, the periods referred to in article 34 are suspended until the moment contact is established or until the start of the next Opening Hours. The provisions of article 27.4 apply mutatis mutandis.

## 34. Response times outside Opening Hours

34.1. Notwithstanding articles 23.4, 25.1 and 28.7, the situations referred to in article 33.1 are also assessed and followed up by Van Ons B.V. outside Opening Hours.

34.2. Van Ons B.V. will use its best efforts to meet the periods set out below. These periods run 24 hours a day, 7 days a week, including weekends and public holidays.

| Situation | Response Time | Mitigation |
|---|---|---|
| Vulnerability with Classification Critical | < 1 hour | < 8 hours |
| Compromise — informing the Client | < 1 hour | n/a |
| Compromise — taking offline after consent | < 2 hours after consent | n/a |
| Compromise — initial analysis in accordance with article 28.4 | < 8 hours | n/a |

34.3. The provisions of article 25.1.a continue to apply in full.

34.4. The periods for a definitive solution referred to in article 25.2 continue to run exclusively during Opening Hours. Van Ons B.V. is partly dependent on third parties for the availability of a patch; the provisions of article 26 continue to apply in full.

34.5. If the periods referred to in this article are not met, article 18.3 applies mutatis mutandis, on the understanding that the service credit is calculated on the amount referred to in article 32.3.

## 35. Costs of work outside Opening Hours

35.1. The fee referred to in article 32.3 covers the availability of the On-Call Service and the assessment, initial response and Mitigation referred to in article 34.2.

35.2. Work outside Opening Hours that goes beyond the provisions of article 34.1, including the actual recovery of the Services after a Compromise, will be invoiced on a time-and-materials basis at the hourly rate referred to in article 16.1.b.

# 36. Term and termination

36.1. The On-Call Service is entered into for a minimum term of twelve (12) months and is thereafter tacitly renewed each time for the same period.

36.2. Termination must be effected in writing, subject to a notice period of one (1) month before the end of the current term.

36.3. Upon termination of the Agreement, the Service Level Agreement or the Extended Security Agreement, the On-Call Service terminates by operation of law.