BIZZDESIGN UNIFY – PREMIUM SERVICE LEVEL AGREEMENT

This Service Level Agreement ("SLA") is agreed between **Bizzdesign B.V.,** with its registered office at Capitool 15, Enschede, The Netherlands, or one of its wholly owned subsidiaries ("Bizzdesign"), and the Customer ("Customer").

1. Premium Upgrade

Service Availability Target	The Service Availability Target in Sectiion 5.2. (a) is increased to 99.9%
Service Credits	If the actual Service Availability falls below the target, the Customer is entitled to the following service credits (calculated based on the prorated monthly service fee): • **10% credit** for availability between **99.0% and 99.9%** • **30% credit** for availability between **95.0% and 99.0%** • **100% credit** for availability below **95.0%** Service credits may be applied either to extend the Customer's existing contract at no additional charge or as a credit toward future purchases. For the purpose of calculating Service Availability, an outage is defined as the complete inability to use all components of the Bizzdesign Services. Service credits are calculated per contract year and will be determined upon the Customer's request at the end of each contract year.
Termination Right	If the Service Availability Target of 99.9% is not met for three consecutive months within any twelve-month period, this will constitute a material breach of the Master Services Agreement. In such case, the Customer may, at its sole discretion and in addition to any other rights or remedies available in law or equity (including any earned service credits), terminate the Master Services Agreement and/or applicable Order immediately upon written notice. The Customer will receive a pro-rated refund of prepaid fees corresponding to the remainder of the subscription term.

2. Definitions

Authorized User	User authorized to submit Support Requests to Bizzdesign. An Authorized User is designated by the Customer in consultation with Bizzdesign. The number of Authorized Users is based on a fair use policy.
Beta Services	Product Functionality that may be made available to the Customer on a beta basis. Such Beta Services are provided for evaluation purposes and are not intended for production use. Beta Services may

	be changed, suspended, or withdrawn at any time without prior notice.
Cloud Services Providers	Third party providers engaged by Bizzdesign that supply Infrastructure as a Service (IaaS) and Platform as a Service (PaaS) technologies used to deliver and support Bizzdesign's SaaS Services.
Customer	The party that has entered into an agreement with Bizzdesign for the provision of SaaS Service.
Customer Data	All electronic data and/or information uploaded or otherwise submitted by Customer into the Software Product.
Emergency Maintenance	Maintenance required to ensure availability of the SaaS Service, to prevent significant degradation of the SaaS Service, or to safeguard the integrity and confidentiality of the Customer Data. Due to the urgent nature of such maintenance, Bizzdesign may be unable to provide prior notice through its standard notification procedure.
End of Life Procedure	Procedure for evolving Functionality in the Software Product.
Functionality	The usage functions and usage possibilities of the Software Product provided by the Software Product Version in accordance with the Software Product Documentation.
Improvement	Additional software that applies to a specific Release and resolves imperfections in a previous Version.
Maintenance	Preventative, corrective or adaptive maintenance of a Software Product.
Maintenance Window	A Period during which Planned and Emergency Maintenance may be performed.
Master Agreement	The Agreement between Bizzdesign and the Customer, concerning the Software Product and/or the Services.
Office Hours	8:00-18:00 in the local time zone of the Customer's main office location.
Planned Maintenance	Most Planned Maintenance performed by Bizzdesign on the Software Product will not cause material interruptions to the availability of the SaaS Service. However, if such Maintenance might result in downtime, it will be performed outside Office Hours, for which the Customer will receive prior notification.
Release	A Release of a Software Product.
SaaS (Software-as-a-Service) Service	A Software Product managed by or on behalf of Bizzdesign with its Functionality made available to the Customer via the internet.
Services	The services ordered by the Customer.
Service Availability	The availability percentage of a full calendar month of the SaaS Service to the Customer after deduction of any Unplanned Outage.
Service Level	The Level of (an aspect of) a Service provided by Bizzdesign.
Software Product	Bizzdesign software delivered as a SaaS Service.

Software Product Defect	The Software Product produces an incorrect response, error message or failure to respond in accordance with the Software Product Documentation for the Version being used.
Software Product Documentation	A collection of manual(s), installation and configuration guide(s) describing the Software Product and its Functionality, made available by Bizzdesign for the latest Version of the Software Product.
Support Portal	The portal used by the Customer for any Support Requests made by Authorized Users.
Support Request	A ticket raised by an Authorized User in the Support Portal, covering a Software Product Defect, a question, or a suggested improvement.
Support Services	Support provided by Bizzdesign to the Customer as part of the Master Agreement.
Unplanned Outage	Unavailability of the SaaS Service due to an outage, excluding Planned and Emergency Maintenance outside Office Hours, and including Emergency Maintenance during Office Hours.
User	A natural person within the Customer's organization who uses the Software Product.
Version	The general indication of a relevant Version of the Software Product.

3. Introduction

3.1 Scope

This SLA describes the Maintenance and Support Services provided by Bizzdesign, as well as the Service Levels applicable to the Maintenance, Support and SaaS Services under the Master Agreement between Bizzdesign and the Customer. This SLA sets out the level of such Services and the allocation of responsibilities between the Parties. Bizzdesign makes no warranties with respect to the content of this document. This document may not be copied, distributed, or reproduced, in whole or in part, by any electronic or physical means without the prior written consent from Bizzdesign.

Any Beta Services are not part of the scope of this SLA.

This SLA applies only where Maintenance and Support Services have been contracted between Bizzdesign and the Customer.

3.2 Proprietary rights.

Bizzdesign reserves all rights, title, and interest in and to Software Products and the Services, and all modifications and improvements thereto created by Bizzdesign, including all related intellectual property rights.

4. Maintenance and Support Services for all Software Products

4.1 Maintenance and Support Services

Bizzdesign Maintenance and Support Services include:
- Access to the Support Portal for Authorized Users;
- Submission of Support Requests by Authorized Users via the Support Portal;

- Availability of new Software Product Releases;
- Software Product Documentation available to all Users;
- Handling of Support Requests according to the classifications defined in section 3.5.
- The following Support Requests are not part of Bizzdesign Maintenance and Support Services and may be referred to Bizzdesign consulting or training:
- Functional "how to" questions;
- Help on custom reports, views, scripts produced by the Customer;
- On-site Support Services.
- Priority class 1 Support Requests (see paragraph 3.5 for classifications) can be submitted 24x7 via the Support Portal or via phone using: +1-775-429-9749.

Contacting this phone number for other purposes than submitting Support Requests classified as Priority class 1 may lead to related costs being charged to the Customer.

4.2 End of Life Procedure

Bizzdesign continuously evolves its Software Products. This may result in Functionality being made end of life, typically because new Functionality replaces previous Functionality. Bizzdesign will announce the end of life of Functionality through the Support Portal and will make commercially reasonable efforts do so at least 12 months before removing the previous Functionality from the Software Product.

4.3 Raising Support Requests

Support Requests can be submitted through our Support Portal by Authorized Users. Up-to-date instructions for submitting Support Requests, including a link to the Support Portal can be found at https://support.Bizzdesign.com/.

When a Support Request is raised, the Authorized User will receive a confirmation by email with a request identifier. This email is purely informational and cannot be replied to. All communication takes place through the Support Portal. Notification emails contain a link to the request, so that it can be easily accessed.

4.4 Request priority classes

When a Support Request is submitted via the Support Portal, priority will be assigned based on information provided by the Authorized User and the class definitions below:

Priority Class	Description	Target Response Time	Target Resolution Time
Class 1- Critical	Complete unavailability of the Software Product due to a Software Product Defect or Unplanned Outage causing critical business impact. No	1 hour (24x7)	Within 1 working day

	viable workaround exists for the issue		
Class 2- Major	Serious degradation of the Software Product due to a Software Product Defect, causing major business impact and affecting many Users. No viable workaround exists for the issue	2 hours (Office Hours)	Within 2 working days
Class 3- Moderate	Software Product problem affecting Users due to a Software Product Defect causing moderate business impact. No viable workaround exists for the issue	1 business day (Office Hours)	The resolution will be provided in a subsequent Software Product Version Release
Class 4- Minor / Other	Any Support Request not covered by Classes 1–3	2 business days (Office Hours)	At Bizzdesign's discretion

Additional Applicable Conditions:
- Target resolution times depend on the Customer providing all requested information. Any time elapsed while waiting for the Customer's response will not count toward resolution times.
- Based on available information, Bizzdesign may update the priority class during handling of the Support Request (e.g., the priority may be lowered if a viable workaround becomes available). Response and resolution times will then follow the updated priority class. At the Customer's request, Bizzdesign will provide an explanation for any change in priority.
- Resolution of a Software Product Defect may require a new Software Product Version. In such cases, Bizzdesign will aim to provide a temporary workaround until the Software Product Defect is resolved.
- Support Requests for Add-Ins will always be classified as Priority Class 3 or 4.

4.5 **Resolution and closure policy**

When a resolution is provided for a Support Request, the request is marked as resolved and the resolution is communicated to the Authorized User associated with the Support Request. The resolution may be one of the following (but is not limited to this list):
- Instructions to resolve the request;
- Instructions for a workaround for the request;
- A New Software Product Version that resolves the request;

- Confirmation that the Software Product is functioning according to the Software Product Documentation;
- Updates to the Software Product Documentation;
- The Customer indicates that the ticket can be assigned the "Resolved" status or has not responded within the periods listed below;
- For issues with priority class 3 or 4: the Customer has been provided with a request identifier to track the request in the release notes for future Software Product Versions.

Once a Support Request is marked as resolved, and if the Authorized User associated with the Support Request does not respond within 3 working days, the Support Request will be closed. Furthermore, any Support Request for which the associated Authorized User does not respond to Bizzdesign communication requests within 10 working days will also be marked as resolved.

Once a Support Request is closed, it cannot be re-opened. If a new Support Request is needed the Customer will need to submit a new one.

4.6 General conditions

Bizzdesign can only provide Support Services to the Customer if the Customer complies with the following general conditions:
- The Customer must process Support Requests in the manner described in this SLA.
- The Customer must designate Authorized Users in consultation with Bizzdesign. These Authorized Users will be responsible for offering first-line Support Services within the Customer's organization and may raise Support Requests to Bizzdesign. The Customer must ensure that Authorized Users have reasonably sufficient knowledge of, and experience with, the Software Products and Services of Bizzdesign.
- One or more Authorized Users must be available for consultation during the handling of Support Requests.
- The Customer must strictly comply with all agreements, instructions, rules, and the applicable legislation and regulations.

5. Maintenance and Support Services specific for the SaaS Service

5.1 Deployment

The SaaS Service is managed and operated by Bizzdesign.

5.2 Availability

a) **Service Availability**
- Bizzdesign commits to use commercially reasonable efforts to provide a Service Availability of **99.6%**.

b) **Maintenance**
- Most Planned Maintenance will not cause any material interruption to the availability of the SaaS Service.

- Planned Maintenance will always take place outside Office Hours and will be announced to the Customer at least 4 business days in advance if such Planned Maintenance might result in downtime.
- Emergency Maintenance Bizzdesign may be required outside the defined windows. Bizzdesign will use reasonable efforts to notify the Customer in advance of any interruptions, but prior notice cannot be guaranteed.

5.3 Customer Data

a) Data ownership
- All Customer Data entered by the Customer using the SaaS Service is, and shall remain, the property of the Customer.
- All related hardware is owned or operated by Bizzdesign or its Cloud Services Providers.

b) Use of Customer Data for Ai Training
- By default, Bizzdesign may use Customer Data for the limited purpose of developing, training, and improving its artificial intelligence models and related technologies, provided that;
  - **Anonymization**: Prior to such use, all Customer Data shall be rendered anonymous and de-identified in such a manner that it can no longer be reasonably associated with the Customer or any individual.
  - **Scope of Use**: The anonymized data shall be used solely for internal research, development, and training purposes, and shall not be disclosed to third parties except to Bizzdesign's authorized service providers who are bound by confidentiality obligations no less restrictive than those set out in the Master Agreement.
  - **No Impact on Rights**: The use of anonymized Customer Data under this provision shall not affect the Customer's ownership rights in its Customer Data as defined hereabove.
- The Customer may indicate that it does not consent to the use of its Customer Data for AI training purposes by ticking the box below:

  ☐ I do not consent to the use of my Customer Data for AI training purposes

c) Storage locations
- Bizzdesign may store Customer Data in various locations across the globe, including locations within Europe, North America and APAC.

d) Backups
- Backups of the Customer Data are created every 24 hours and stored in multiple physically separated locations.

e) Exit plan.
- Until termination of the hosting service, the Customer may extract the data and/or files in open formats such as ArchiMate Exchange and/or BPMN.
- After termination, all Customer Data uploaded to or stored within the SaaS Service will be deleted or otherwise rendered inaccessible within ninety (90) days, unless Bizzdesign is legally required to retain such data for a longer period.

5.4 Usage of SaaS Service

a) General conditions for usage of Bizzdesign SaaS Service

- The Customer must use the SaaS Service only for the agreed purpose.
- The Customer must strictly comply with all requirements, agreements, applicable rules, legislation, regulations, and instructions, including operating instructions, system requirements, and Software Product Documentation.

b) Usage restrictions

- The Customer will not make any SaaS Service or content available to anyone other than the Users, unless expressly stated otherwise in the Main Supply Agreement.
- The Customer will not use the SaaS Service to store or transmit infringing, libelous, or otherwise unlawful, tortious, or malicious material, or to store or transmit material in violation of third-party rights.
- Bizzdesign bears no responsibility in the event of corruption of Customer Data if the Customer uses the SaaS Service contrary to any usage restriction.

c) Fair use policy

- The Customer will not use the SaaS Service in ways that cause, or can reasonably be expected to cause, high demands on the SaaS Service, such as performing automated requests to the SaaS Service at a high frequency ("abuse").
- Bizzdesign reserves the right to temporarily suspend the SaaS Service to User(s) or (an) IP Address(es) when Bizzdesign detects abuse of the SaaS Service.

d) Vulnerability testing

- The Customer is not allowed to probe, scan, test, or otherwise attempt to assess the SaaS Service for vulnerabilities, or to otherwise attempt to breach security or authentication measures, without prior written consent from Bizzdesign through the Support Portal.

5.5 Security and monitoring

a) Protection and prevention

- Bizzdesign will take organizational, physical, and technical precautions to protect the security of Customer Data, including encryption, access control, monitoring, and security protocols. Those precautions will include measures to prevent unauthorized access, use, modification, or disclosure of Customer Data.

b) Disaster recovery

- Bizzdesign will maintain the following disaster recovery plan for the SaaS Service:

Recovery Time Objective (RTO)	Recovery Point Objective (RPO)
3 days (time during which the SaaS Service is unavailable)	24 hours (work lost)

c) Monitoring

- Bizzdesign may monitor usage of Functionality to improve its Software Products and Services.

d) Notification of security issues found by Customers

- If the Customer is or becomes aware of security vulnerabilities or other deficiencies in the SaaS Service that might lead to loss, unauthorized alterations, or unauthorized access to Customer Data stored in the SaaS Service by either the Customer or other Bizzdesign customers, the Customer must report such issues to Bizzdesign immediately. The correct channels for reporting security issues are published at the Bizzdesign Support Portal (https://support.Bizzdesign.com/).