BIZZDESIGN HOPEX 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").

Services described herein are only applicable to the standard version of Hopex.
If the customer wishes them to be applicable to specific developments and customizations, the premium maintenance option must be subscribed to.

1. 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 Beta Services may be changed, suspended, or withdrawn at any time without prior notice.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 License and/or SaaS Service.
Customer Data	All electronic data and/or information uploaded or otherwise submitted by Customer into the Software Product.
Functionality	The usage functions and usage possibilities of the Software Product provided by the Software Product Update in accordance with the Software Product Documentation.
Improvement	Additional software that applies to a specific Release and resolves imperfections in a previous Update.
Maintenance	Preventative, corrective or adaptive maintenance of a Software Product.
Maintenance Window	A period during which Planned Maintenance may be performed.
Master Agreement	The Agreement between Bizzdesign and the Customer, concerning the Software Product and/or the Services.
Office Hours	9:00-18:00 in the local time zone of the Bizzdesign's location.
Planned Maintenance	Maintenance performed by Bizzdesign on the Software Product outside Office Hours, for which the Customer will receive prior notification when the maintenance is expected to cause material interruptions to the availability of the SaaS Service.

Production Instance	An instance of the Software Product in which live business operations are executed and on which end-users rely for the performance of day-to-day activities.
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.
Software Product	Bizzdesign software delivered as a SaaS Service or made available for on-premises deployment by the Customer.
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/Release 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 Maintenance outside Office Hours.
Update	A release of the Software that introduces incremental improvements, security patches, bug fixes, or minor enhancements without altering the overall architecture or core functionality of the Software.
User	A natural person within the Customer's organization who uses the Software Product.
Version	A release of the Software Product that introduces architectural changes, or substantial enhancements that modify the overall feature set or technical baseline of the Software.

2. Introduction

2.1. 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.

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.

This SLA applies only for Hopex production instances.

2.2. 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.

3. Maintenance and Support Services for all Software Products

3.1. 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;
- Access to the community.

3.2. Supported Software Product Versions

Bizzdesign provides Support Services for the latest Version.

Software Product Defects shall be remedied exclusively through an Update.

If the Software Product Defect has already been remedied in an existing Update, the Customer shall install the most recent available Update.

The Bizzdesign Support Services include access to Software Product Documentation for the latest Update of the latest Version.

3.3. End of Life Procedure

Bizzdesign continuously evolves its Software Products. This may result in Functionality being made end of life.

The Customer acknowledges that Bizzdesign is not required to maintain any Functionality indefinitely and accepts that the evolution of the Software may result in the removal or modification of certain Functionalities.

Bizzdesign shall announce the end-of-life of any Functionality through the release-notes portal and shall use commercially reasonable efforts to provide such notice as soon as possible.

3.4. Raising Support Requests

Support Requests can be submitted through our Support Portal solely by Authorized Users. Up-to-date instructions for submitting Support Requests, including a link to the Support Portal can be found at https://help.bizzdesign.com/home/en-us/.

When a Support Request is raised, the Authorized User will receive 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.

3.5. 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:

Severity	Description	Target Response Time
Class 1 - No Access For SaaS and only	Unavailability of the production platform resulting in an inability for all Users to access the platform.	1 hour
Class 2- Critical	A Critical bug is a software defect that causes complete failure of a major feature, blocks the user from performing essential tasks, or results in serious consequences such as data loss or security risks. These bugs usually require immediate attention and a rapid fix, often halting a release until resolved. Serious degradation of the Software Product due to a Software Product Defect, causing critical business impact and affecting many Users. No viable workaround exists for the issue.	2 hours (Office Hours)
Class 3- Moderate	A Moderate bug (sometimes called *medium severity*) is a software defect that negatively affects functionality but does not completely prevent the system from working. It typically has a noticeable impact on the user experience or produces incorrect results, yet a workaround usually exists and the issue is not critical or system-blocking. Software Product problem affecting Users due to a Software Product Defect causing moderate business impact. A viable workaround exists for the issue.	1 business day (Office Hours)
Class 4- Minor	Any Support Request not covered by Classes 1–3	2 business days (Office Hours)

Additional Applicable Conditions:
- 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 requires a new Software Product Update.

3.6. 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 has been provided;
- Instructions for a workaround for the request has been provided;
- A New Software Product Update that resolves the request has been released;
- The Software Product compliance with the Software Product Documentation has been confirmed;
- The Software Product Documentation has been updated;
- The Customer indicates that the ticket can be assigned the "Resolved" status or has not responded within the periods listed below.

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.

3.7. 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.

4. Maintenance and Support Services specific for the SaaS Service

4.1. Deployment

The SaaS Service is managed and operated by Bizzdesign.

4.2. Availability
4.2.1. Service Availability

- Bizzdesign undertakes to use commercially reasonable efforts to ensure a Service Availability of 99.6% for the production platform, which corresponds to a maximum monthly unscheduled downtime of 3 business hours.

4.2.2. Maintenance

- Planned Maintenance will be performed during defined Maintenance Windows, during which the SaaS Service will be unavailable.
- Planned Maintenance will always take place outside Office Hours and will be announced to the Customer at least 4 business days in advance.
- Some of the Planned Maintenance occurs on a recurring Maintenance Windows.
- 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.

4.3. Customer Data
4.3.1. 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.

4.3.2. Storage locations

- Bizzdesign may store Customer Data in various locations across the globe, including locations within Europe, North America and APAC depending on the Customer location.

4.3.3. Backups

- Backups of the Customer Data are created every 24 hours.

4.3.4. Reversibility.

Until termination of the hosting service, the Customer may extract the data and/or files in all platform supported formats such as ArchiMate, BPMN, …

The purpose of this reversibility to ensure a smooth and secure transition when customer decides to terminate the service, whether they move to another provider, bring the service back in-house, or shut it down entirely.
Reversibility must be anticipated and completed before termination.
Bizzdesign offers two types of reversibility services: basic and complex one.

- Standard reversibility: Bizzdesign provides Customer with backups of production data for restoration in the same version of MS-SQL-Server DBMS for a use with the same HOPEX solution in the same version. Data will be shared with Customer. It is the sole responsibility of Customer to grant the right to access to the repository.

- Advanced Reversibility: these services are applicable where Standard reversibility would not suit Customer needs. They can be appropriate when data need to be uploaded to an alternative software solution.
  The purpose of Advanced Reversibility is to provide.
  - A UTF-8 encoded XML export of the database dump;
  - A documentation on how to process XML format;
  - Acknowledged transfer of both functional and technical skills to the team in charge of the takeover, for the understanding of the data model of the solution, as well as specificities of the solution implemented, and the export provided.
    It is Customer's responsibility to approve data taken over are accurate and fully integrate within the new solution.
  Advanced Reversibility shall be subject to scoping and Statement of Work.

- Other: If Customer wishes to order additional services, it shall send Bizzdesign its written detailed requirement. Bizzdesign will conduct a feasibility study and/or send a quotation.

4.3.5. Retention period

Retention period designates the period of time during which customer data will be retained after termination of the contract.

Customer's data is retained for a 3-month period from the date of termination or expiration of the Services.

During this period, Customer will no longer have access to the services.

This period acts as a buffer before the data is permanently deleted.

This allows customer to ask to recover a copy of its data and, if necessary, reactivate the service if customer change its mind.

Any extension of the retention period have to be received by Bizzdesign no later than 2 months after the effective date of termination.

Extension of the retention will be invoiced according to Bizzdesign price list in forth on the date on which Bizzdesign sends its quote to Customer.

4.4. Usage of SaaS Service

4.4.1. 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 and regulations and instructions, including operating instructions system requirements and Software Product Documentation.

4.4.2. Usage restrictions

Customer will not make any SaaS Service or content available to anyone other than the Users, unless expressly stated otherwise in the Master 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 case of corruption of Customer Data if Customer uses the SaaS Service contrary to any usage restriction.

4.4.3. 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 (a) User(s) or (an) IP Address(es) when Bizzdesign detects abuse of the SaaS Service.

4.4.4. 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.

4.5. Security and monitoring

4.5.1. 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.

4.5.2. Disaster Recovery Plan

- Bizzdesign is committed to:
  - o Perform backups of Customer's data according to a predefined frequency. This latter refers to the last backup, which is used by to perform its recovery plan (RPO),
  - o Restore Customer's data from the last backup within the timeframe defined below. This recovery time (RTO) is required by Bizzdesign to restore the Service.

	Recovery Time Objective (RTO)	Recovery Plan Objective (RPO)
Standard offering	1 week	25 hours
With Advanced DRP option	24 hours	25 hours

4.5.3. Monitoring

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

4.5.4. 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://help.bizzdesign.com/home/en-us/).

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4.6. OFFER AND OPTIONS

The initial coverage depend on the Cloud Platform Package the Customer subscribes to
- Essential
- Standard
- Enterprise

SaaS Platform Package	Essential	Standard	Enterprise
Key Features			
Azure Region (Standard Coverage) *(European customers data will be stored in EU)*	FR / US / AUS	FR / UK / US / AUS / CA / SG / IN	FR / UK / US / AUS / CA / SG / IN
Other Azure Region (not covered in Standard)	Not available	Option	Option
Support	Yes	Yes	Yes
Follow the Sun Support (up to 3 zones)	Not Included (Option)	Not Included (Option)	Not Included (Option)
Service Delivery Management	Monthly activity report	Monthly activity report	Dedicated SDM
HOPEX Cloud Architecture	Dedicated Instance	Dedicated Instance	Dedicated infrastructure
HOPEX Instance	1 instance and 1 repository by default		
Included (extendable as on option) storage capacity	10 Gb	10 Gb	20Gb
Log history	Last 13 months	Last 13 months	Last 13 months
Security			
Web Application Firewall (WAF)	Yes		
SSO Authentication (SAML2/OID)	Yes		
IP Whitelist	Not available	Not available	Included (On demand)
Infrastructure Encryption with External Key (BYOK)	Not available	Not available	Included (On demand)
Database Encryption	Not available	Not available	Not Included (Option)
Advanced DRP	Not available	Not available	Not Included (Option)
Azure Bastion	Not available	Not Included (Option)	Not Included (Option)
Portal & Integration			
HOPEX 360 Viewer Portal First instance	Unlimited users		
HOPEX 360 Viewer Portal Multiple instances	Not available	Not available	Not Included (Option)
Standard Tierce tool integration (Hopex Store)	Yes		
Custom Tierce tool integration (#Instances)	Not available	Asynchronous (2)	Synchronous (4)

Administration & Customization			
Report customization	Yes		
Administration user (Report customization)	Yes		
Accessible Platforms	PROD only	DEV/UAT/PROD	DEV/UAT/PROD
Platform customization	Not available	Yes	
Administration user (Platform customization)	None	2	
DEV Platform availability	Not Applicable	On Demand	

When the Service is initialized, each customer is given a baseline (as described above) and can request additional Service Requests.

Any change in the frequency and/or maximum quantity of Service Requests is subject to additional charges.

Additional Services Requests, not listed in this document, will be subject to additional fees.

Non-listed Service Requests must be submitted to Bizzdesign for approval and may be refused for security reasons. They will be subject to a specific quotation.

4.7. Key considerations

The purpose of this Agreement is to make disk space available to the Customer as defined by the Cloud Platform Package.

- The Customer shall not exceed the agreed disk space unless the Customer has subscribed to an extension which expressly provides for the consequences of exceeding the agreed disk space. All use of disk space shall be limited to the maximums agreed between the Parties. If the agreed maximums are exceeded, Bizzdesign shall charge an additional amount in accordance with the usual rates.
- Bizzdesign guarantees to retain Customer's field history data within HOPEX for up to 13 months. Beyond this period, the audit trail will be automatically deleted on a weekly basis.
- No third-party software will be deployed in Production/Pre-Production.
- All third-party software requested for Development (including Word, Excel, etc.) will be subject to additional fees.
- Please note that no Integrated Development Environment (IDE) will be allowed (nor in Development).

4.8. Service Requests SLA

Default and additional Service Requests are subject to the following Service Level Agreement.

Service Category	Service Request	Description of the Service	Service Delivery Time
Customization Management	Up-alignment (Move to Prod)	Standard deployment of a customization from - the Development platform to the Pre-Production platform, - the Pre-Production platform to the Production platform (subject to Customer validation in Pre-Production prior to Production deployment))	Self Service
	Down-alignment	Standard restoration of HOPEX data and/or customization from Production to Pre-Production or Development.	Self Service
Hosting	WebSite / Portal (Hopex 360)	Multi-portal hosting (excluding SSO)	Based on Project scoping
Repository Management	Additional repository	Setup an additional repository in Production	2 business days
	Rename repository	Change the name of an existing repository.	2 business days
Access Management	Change the domain name of the service	Change HOPEX URL from a domain name "aaa.hopexcloud.com" to "bbb.hopexcloud.com".	5 business days
	Activate Whitelisting Inbound IP	Activate and declare authorized IP ranges into the firewall whitelist. Per set of 5 IP ranges.	5 business days
Integration Management	Task scheduling	Schedule recurring tasks (Design, production and validation remain the responsibility of the Customer.)	Self Service
	API Key	Generate an API key for integration based on GraphQL (HOPEX WebService) (Design, production and validation of such integration remain the responsibility of the Customer.)	Self Service
Continuity Management	Deploy Advanced DRP	This service is required if you subscribe to the Advanced Disaster Recovery Plan option after the initial installation of your HOPEX Cloud.	5 business days
HOPEX Store	Deployment of a module available on the Store	List of available modules (evolving): https://store.mega.com/modules. (Subject to Customer validation in Preprod prior to Production deployment)	Self Service

In addition, Bizzdesign may only be committed to service requests if:
- Service request is open from the Bizzdesign Community Case Portal section (no service request sent by email will be processed);
- Bizzdesign contact has provided Bizzdesign with all the information necessary to implement a service request. Time required to collect information will be deducted.

For requests not listed in the Service Request catalog:
- Estimated response time within 2 business days
- Analysis and processing will be executed depending on the nature of the request