

SERVICE LEVEL AGREEMENT

CHANGE HISTORY

Version	Date	Remarks
5.0	09-06-2020	Update with respect to the Google Cloud migration.

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1 Introduction

This Service Level Agreement (SLA) specifies:

- the services and responsibilities
- the quality characteristics and the agreed quality level (service level)
- the processes that guarantee the quality of the services provided

The object of the SLA is to lay down the whole of rules and procedures by which the parties are bound during the whole duration of the SLA.

Concepts are capitalised in this SLA. The definitions of the concepts are included in annex A.

1.1 Agreement and Parties

Timewax is prepared to provide to the Client the service as described in this SLA surrounding the Client's use of the Software of Timewax.

This SLA forms an integral part of the agreement between the Client and Timewax. The SLA is valid for the duration of the agreement and will remain valid until it is replaced by a new copy.

1.2 Object and contents of the service

The object of the service is to facilitate the Client in effectively and efficiently keeping project records without being needlessly encumbered with the management of an operational environment required for it.

The contents of the service by Timewax consist of:

- making available an operational environment
- making available Software
- offering Support

For the Software Timewax will create an operational environment on a hardware and software platform in a computer centre, hereinafter called Facility, which is provided by Timewax.

2 Service Definition

2.1 Supported process

The supported operating process at the Client concerns planning resources on projects and activities and the keeping of project records. Timewax's Software supports the Client in this process. The continuity of the performance of projects and activities at the Client is not endangered if the Software is temporarily unavailable.

2.2 Service objects

The Software that is made available to keep project records consists of the Functionality. For a list of all the Functions offered reference is made to <https://www.timewax.com/pricing/>.

The Client will have access to Timewax's Facility via the data communication connection with the Internet to be provided by the Client. Timewax is responsible for the connection of the Facility with the Internet and the maintenance of this connection. Timewax is not responsible for the data communication between the internet connecting points of Timewax and the Client.

2.3 Service support

Timewax's support consists of the following main activities:

- Application management of the Software
- Technical management of the Facility
- Second-level user support

The Application management of the Software leads to the following results:

- working Functionality
- repaired defects in the Functionality
- introduced new versions of the Software
- updated manuals and help function

The Technical management of the Facility leads to the following results:

- secured data
- recovery of lost data
- optimum performance of the production system
- environment secure from unauthorised access
- updated technical documentation

For the Support of the Client in the use of the Software Timewax will equip a support desk for second-level user support. The Client may turn to this support desk for:

- functional questions
- reporting incidents
- information supply

Performing first-level user support and Functional Management of the Software are explicitly not covered by Timewax's Support. It is the Client's own responsibility to organise these, as described in chapter 4.

2.4 Service installation

After the conclusion of the agreement between Timewax and the Client Timewax will deliver an equipped Facility for the benefit of the Client at the latest on the next Working Day by sending the Client an e-mail in which a username and password are provided. With these data the Client is able to use the Software.

2.5 Service retirement

On termination of the agreement of which this SLA is a part Timewax's service to the Client will cease on the date of dissolution of the agreement.

In consultation with the Client Timewax will make available the Client's data in a digital form at a time yet to be agreed in more detail. On termination of the agreement Timewax will deny the Client access to the Software. After handing the Client's data to the Client Timewax will also proceed to destruction of the Client's operational environment in the Facility of Timewax, including all the Client's data.

3 Specification of Service Level

3.1 Availability

The Total Availability of the Software is expressed in a percentage of the total time in which the Software is available.

The Guaranteed Availability of the Software is expressed in a percentage of the total time within the Service Window in which the Software must be available. The Service Window is 7 x 24 hours during the entire year.

The Guaranteed Availability within the Service Window must be at least 99.5%. Every quarter the Total Availability and the Guaranteed Availability is measured per 3-month period. The Guaranteed Availability is calculated as follows:

$$\frac{(\text{Hours within Service Window}) - (\text{Hours of Downtime within Service Window})}{(\text{Hours within Service Window}) - (\text{Hours of Planned Downtime within Maintenance Window})} \times 100\%$$

Timewax employs a Maintenance Window for the purpose of new releases and the performance of (periodic) maintenance because of optimisation or growth of the Facility and Software.

Timewax will communicate the Maintenance Window to the Client as soon as possible of the Maintenance Window with a minimum of 8 Working Hours in advance to indicate at what times the capacity will not be available, in full or in part. Times at which the Maintenance Window is active will be stated on Timewax's website and will be communicated to all users through the application.

Downtime is defined as the time that the Client cannot make use of the Software. Planned Downtime applies to the Maintenance Window. Unplanned Downtime concerns all other periods and circumstances in which the Software is not available.

Timewax will aim to prevent Planned Downtime as much as possible and to have it take place at times when the Software will be used by a minimum number of users.

In the event of Calamities Timewax will see to an adequate alternative procedure. The object of the alternative procedure is to minimise Downtime and must provide for the highest possible service level.

If in the case of Calamities the Software is expected not to be available for more than 12 consecutive Working Hours on Working Days, Timewax will ensure that within this period the Client is supplied with the data of its project records in electronic form.

3.2 Performance

It will be Timewax's duty to safeguard and improve the performance of the Software. For this purpose, Timewax will set up a benchmark that serves as a basis for measuring the performance.

The performance of the Software will be measured at Timewax's Facility. In the measurement of the performance the Client's data communication connection with the Internet and the Client's workstations are left out of consideration. The performance experienced by the Client depends on these components, on which Timewax cannot exert any control.

Every quarter Timewax will measure and test the performance against the benchmark. On the basis of the outcomes of the measurement Timewax will prepare a plan of improvement and guarantee the introduction of improvements that lead to satisfaction of Users in using the Software.

Timewax will also measure and test the performance when introducing new versions of the Software and changes in the configuration of the Facility.

3.3 Security

Timewax will take all possible measures within its power to prevent unknown and unauthorised persons from gaining access or being able to use the Software, the Facility and the Client's material data.

The Client's employees will only have access to the Software if the Client itself grants authorisation for this purpose. Timewax guarantees that other customers of Timewax cannot gain access to the Client's material data in any way, unless the Client itself authorises employees of other customers.

For the Client's data connection with the Software Timewax uses an SSL connection. With this connection all data are received and sent in encrypted form.

Physical access to the Facility in the computer centre is only possible on the basis of allocated authorisations. Without valid authorisations the computer centre cannot be entered.

For maintenance work Timewax uses an SSH connection to the Facility. With this connection the complete connection is encrypted, as a result of which unauthorised persons cannot view the exchange of data.

DNSSEC is applied for securing the timewax.com domain. This technique secures DNS records and verifies that a record originates from the Timewax domain. This prevents attempts to gain unauthorised access to the data connection between Timewax and the Client.

3.4 Capacity

The capacity of the Software and Facility made available is expressed in the number of resources, projects, time sheets and planning entries in the Client's operational environment.

The Client will be given enough capacity to be able to use the Software within the stated service levels as defined in this SLA until the time that one of the following situations is reached:

- > 5,000 resources created
- > 50,000 projects created
- > 500,000 time sheets created

- > 5,000,000 planning entries created

Transaction data will be available online at least 5 years. Data older than 5 years will be filed at the discretion and on the initiative of Timewax. Timewax will attune the time when data are filed with the Client in advance.

During the term of the agreement the use of the Software may change. It is important for both parties to have insight into trends that occur in the field of capacity so that timely account may be taken of a possible change.

Timewax is obliged to keep all the Client's material data for 7 years. This obligation to retain records applies both to online and filed data.

3.5 Back-up

Timewax guarantees preservation of all the Client's material data by means of a number of back-up procedures.

The Facility makes use of "mirroring", as a result of which an online back-up is made of all data continuously, because they are stored on 2 different disks. This means that if one of the 2 disks breaks down, this causes no interruption and loss of data.

Every night without Downtime a complete back-up of the Client's material data is made to an offsite server at a physical other location. Timewax keeps back-ups during a 30-day period. Back-ups older than 30 days are destroyed.

Timewax guarantees a maximum loss of the Client's material data of 2 days. Restoring a back-up at the request of the Client will take a maximum of 4 Office Hours.

3.6 Support desk

Timewax's support desk forms the second-level user support. At this support desk, the following tasks are performed:

- registration of Notifications
- diagnosis of Incidents and providing solutions
- feedback to the first-level user support at the Client
- possibly starting up the escalation process

If an Incident is not the result of a defect in the Software or falls outside the scope of this Agreement, Timewax will reject the Incident. Timewax will notify this to the Client by email.

Depending on the agreed Urgency Codes there will be Response Times inside which Timewax starts solving Incidents. Definitions of the Urgency Codes and the Response Times are represented in the following table.

Urgency Code	Description	Response Time
1	Very Serious The Incident has the result that the Software is no longer	1 Working Hour

	available and none of the employees of the Client can work with it anymore.	
2	<p>Serious</p> <p>The Incident has the result that one or several parts of the Software is/are no longer available, and some employees of the Client cannot work with it anymore or experience problems from this.</p>	4 Working Hours
3	<p>Medium</p> <p>The Incident has the result that one of the Client's employees cannot work with the Software anymore or experiences problems with it.</p>	1 Working Day
4	<p>Slight</p> <p>The Incident has the result that one of the Client's employees cannot work with one part of the Software anymore or experiences problems with it.</p>	2 Working Days
5	<p>Very slight</p> <p>Questions or requests not relevant to the operational functioning of the Software.</p>	5 Working Days

Timewax will always handle a reported Incident of Urgency Code 1 within the Support Window on the same Working Day.

For the performance of the work there is a Support Window of the support desk during Working Hours on Working Days from Monday through Friday. The support desk can be reached by:

- telephone +31 85 – 130 54 54
- email support@timewax.com

Only in very exceptional cases and only at Timewax's discretion will Timewax offer Support on the Client's location to remedy an Incident.

Providing Training to users of the Client is not part of the work of the support desk. At the Client's request Timewax will make a separate proposal for Training that is not a part of this SLA.

4 Preconditions

The Functional Management of the Software is the Client's responsibility. Functional Management consists of:

- set-up and management of user's profiles and users
- set-up and management of master files
- drawing up User documentation

The Client will set up a first-level user support in its own organisation where the Client's employees may ask advice and assistance for the use and functioning of the Software and where Incidents can be reported and combined.

Within Client's organisation contact persons of the first level user support must be appointed that are allowed to contact Timewax's support desk on behalf of the Client.

The Client will provide all information to Timewax's support desk that is required to be able to examine the reported Incidents. The Client must submit the following details per incident:

- name of the organisation
- name of the person who submits the report
- correct and complete description of the request or the Incident
- Urgency code (in consultation with Timewax)

Timewax guarantees a correct functioning of the Software if particular specifications of workstations, browser software, flashplayer and bandwidth of the Internet connection at the Client are met. The minimum requirement laid down for the specifications is included on <https://www.docs.timewax.com/en/knowledgebase/technical-requirements/>.

In the following circumstances Timewax is temporarily unable to perform the service levels agreed in the SLA but, where possible, Timewax will ensure that a solution is found in consultation as soon as possible:

- stop of the operational environment at the Client's written request
- the inaccessibility of the Facility as a result of maintenance agreed and notified by Timewax
- demonstrable fractures in the public net of telecommunication infrastructure as referred to in the Telecommunications Act
- application error (program ERROR) in applications of the Client that are not attributable to Timewax
- erroneous use of the Software by the Client

5 Service Management

5.1 Service evaluation and service changes

If the parties so require the parties will perform a service evaluation at a time yet to be determined. Purpose of the service evaluation is to discuss the service and to exchange information about new market developments and developments with either party that might be of influence to the service in the future.

During this evaluation additional services that might be offered by Timewax will also be discussed. Matters that could be discussed are:

- all the tasks in this agreement that are assigned to Timewax and the Client
- the quality of the performance of the activity by Timewax
- the content of the SLA
- planning and modifications in respect of the Facility

A contact person of the Client and Timewax's account manager will perform the service evaluation. Arrangements with the Client about the frequency and form of the service evaluation will be determined as needed.

5.2 Escalation

If an Incident at the level of the operational field of work is not handled to the satisfaction of the Client or Timewax, either party may escalate the following scheme.

Escalation level	Client	Timewax
1st	1st level user support	Support desk
2nd	Service manager	Account Manager
3rd	Client	Managing Director

6 Prices and rates

The fee of the services described in this SLA is determined in the agreement between the Client and Timewax of which this SLA forms an integral part.

6.1 Additional support

At the Client's request Timewax can offer additional support services. Additional support services that do not form part of the Incident reported by the Client will be provided at the applicable rates after the Client's written assignment.

Additional support services are not included in this agreement. For the performance of additional work, a separate offer will be made in advance.

6.2 Compensation and penalty rules

If the Guaranteed Availability of the Software measured over a period of 3 months drops below the guaranteed level, Timewax will give a discount. The total amount to be paid by Timewax as discount will relate to the Client's monthly fee. For the determination of the discount the graduated scale below is used.

Upper limit	Lower limit	Discount
100.0%	99.5%	None
99.4%	98.0%	1 Month
97.9%	96.0%	2 Months
95.9%	0.0%	3 Months

The discount is applicable to the amount related to the 3-monthly period in which the change of the service level has occurred. Settlement will be settled with the payment of the first following period.

Annex A: Definitions of concepts

This annex contains the definitions of all the concepts used in this SLA. Part of these definitions agree with the definitions from article 1 of Timewax's General Conditions. For the sake of completeness these definitions are included below.

Definitions of General Conditions of Timewax

Documentation	The user manual(s) drawn up by Timewax in respect of the (functional) use of the SAAS Service that is available as a help function within the Functionality.
Public holiday	New Year's Day, Easter Sunday, Easter Monday, Ascension Day, Whit Sunday, Whit Monday, Christmas Day and Boxing Day.
Function	The smallest unit of the Functionality in the form of a window within the Software that can be initiated and authorised separately.
Functionality	The user functions and possibilities of the Software subdivided in Functions.
Guaranteed Availability	The percentage of the time of the Service Window in which the Client can use the Functionality.
Maintenance Window	The time period in which the SAAS Service does not need to be available and which is reserved for regular maintenance.
Support	Service consisting of support and management activities of Timewax aimed at the support of Users and the maintenance of the Functionality.
Client	Timewax's contractual other party to an agreement.
Training	Service consisting of a form of transfer of know-how whose purpose is to inform the Users of the Functionality of the Software to be delivered by Timewax, and the training in its use, so that they will be able to work with it in an adequate manner from the time of availability of the Functionality as required for their specific activities.
Software	Computer software with accompanying Documentation and materials.
SAAS Service	Service consisting of the Functionality provided remotely by Timewax for the benefit of the Client, and also Support.
Service Window	The time period falling outside the Maintenance Window in which the SAAS Service must be available pursuant to an agreement.
SLA	Service Level Agreement, being a document in connection with the agreed quality standards of the Service(s) to be performed, which forms an integral and inseparable part of an agreement.
Total availability	The percentage of time both on Working Days and Non-Working Days in which the Client can use the Functionality both inside and outside the Working Hours of the Functionality.
Working days	Monday through Friday, except for Public Holidays.

Working hours Hours on Working Days between 09:00 and 17:00 hours.

Additional definitions of the SLA

Application management	All the activities on behalf of the management, the supervision and controlling of the Software. The Application Management is performed by Timewax.
Back-up	Securing the software and data of the Client that are used on the Facility of Timewax by means of the loading of this Software and data on a back-up medium.
Calamity	An unplanned situation in which it is expected that the duration of the non-availability of one or more services provided to the Client will exceed the agreed service levels.
Downtime	The period of time in which the Software has not been available to the Client.
Escalation	To raise a conflict or disagreement to a higher organisational level, because: (1) the power to decide is not present at the current level and/or (2) the agreed service levels are endangered or at risk to be exceeded.
Facility	Hardware and software platform with a logically separated operational environment for the benefit of the Client in Timewax's computer centre.
Functional Management	All the activities for the benefit of the management, the supervision and controlling of the set-up of the Functionality. The Functional Management is performed by the Client.
User documentation	Instructions drawn up by the Client in respect of the functional use of the SAAS Service within the whole of internal procedures and arrangements in the Client's organisation.
Planned Downtime	The period of time in which the Software has not been available to the Client in a contractual sense within the agreed Maintenance Window.
Incident	Each event different from the (expected) standard operation of the Software and/or Facility, as agreed between the Client and Timewax.
Notification	Each oral, telephone, electronic and/or written request of the first level support of the Client to Timewax's support desk. A notification concerns the reporting of an Incident, a change request, a question, an assignment or any other request for service.
Unplanned Downtime	The period of time in which the Software has not been available to the Client in a contractual sense outside the agreed Maintenance Window.
Support Window	The period of time agreed with the Client in which the Client may contact the support desk.
Response time	The period between the notification of an Incident or the application for a

modification and the commencement of the work relating to the solution of an Incident or the performance of a modification.

Technical Management

All the activities for the benefit of the management, the supervision and controlling of the Facility. The Technical Management is performed by third parties for the account and responsibility of Timewax.

Urgency code

Code indicating the sequence in which Notifications of the Client are handled by Timewax.