Article S1   Definitions

In these TinQwise License Terms, several definitions are used by capitalized words. These definitions have the meaning given to them in the TinQwise General Terms & Conditions. In addition, the following definitions are used:

1.1. **Availability**: the extent of online availability of the SAAS-Application expressed as a percentage of the time unit used. At an Availability of 99% per year, the Service ensures that the SAAS-Application will be unavailable no more than 87.6 hours (= 365 x 24 x 1%) annually. This is also known as Uptime.

1.2. **Blocking**: high prioritization of an Incident. This is the second prioritization (the first being Standard). This prioritization can only be used if the Incident prevents the normal use of the SAAS-Application for a large group of Users.

1.3. **Change Request**: a Notification to the Customer Service Desk for changes to the current working of the SAAS-Application such as adding or altering features.

1.4. **Customer Service Desk**: the (virtual) entrance of Contractor for the Customer Service Applicant(s) for the purpose of reporting and inquiring about all Incidents, Change Requests and Service Requests.

1.5. **Customer Service Portal**: the online application that is used to fill in the Customer Service Desk. This is *support.tinqwise.com*. The Client is given access to this Portal to be able to submit Notifications and to view the status of the ongoing Notifications.

1.6. **Disaster Recovery**: the recovery of the infrastructure, Software and / or associated dataset to come to a working system, in the case of a natural of human-induced disaster caused by the Contractor.

1.7. **Hosting**: Placing the software (SAAS-Application) on a server and making it accessible via the internet. In this case part of the deliverance of the SAAS-Application.

1.8. **Incident**: a Notification to the Customer Service Desk, which has to do with the malfunctioning of the current SAAS application in the manner as expressly agreed.

1.9. **Notification**: a request made by a Service Applicant to the Customer Service Desk for services related to the operation of a SAAS-Application. This can be an Incident, a Service Request or a Change Request.

1.10. **Product Portal**: the online application where ideas for adjustments to and improvements for the SAAS-Application can be submitted. In this *roadmap.tinqwise.com*.

1.11. **Response time**: the time between a Notification via the Customer Service Portal and the response from the Contractor regarding the handling of the Ticket.

1.12. **Roadmap**: The list of planned additional and adapted functionalities that are foreseen to be implemented in the future and that most likely will become available (whether or not against additional payment) for all Clients and/or Users.

1.13. **Service Applicant(s)**: One or more contact persons employed by the Client who are the only ones allowed to contact the Customer Service Desk.

1.14. **Service Coordinator**: the person at Contractor coordinating the Service provided to Client and available for questions if the Customer Service Portal does not suffice. This person also handles Tickets with Blocking status.

1.15. **Service Request**: a Notification to the Customer Service Desk for additional services related to the operation of the SAAS-Application that is not an Incident or a Change Request. This may include entering or changing user data, changing content, changing settings or providing extra information or reports.

1.16. **Service Window**: The pre-planned and determined period within which service work on the SAAS-Application or Hosting environment takes place.

1.17. **Standard**: The regular prioritization for Incidents, Change Requests and Service Requests, which have not been given a Blocking prioritization.

1.18. **Ticket**: The registration at the Customer Service Desk of a Notification of the type Incident, Service Request or Change Request.

1.19. **Uptime**: Please refer to Availability.

Article S2   Object of agreement

2.1. These Service Terms encompass only the preventative and curative maintenance of the SAAS-application, as mentioned in the General Terms and Conditions and the Licence Terms.

2.2. Contractor decides on the norms of the agreed service level only based on the level of Users and therefore not on the level of availability or otherwise.

2.3. The Services are only provided based on best effort obligation by the Contractor. The description of the process can be found in Appendix 1.

Article S3   Set-up, environment, Availability and Service Window

3.1. **Set-up and environment:** Contractor always supplies a working product environment of the SAAS-application to Client. Contractor also has a so-called Quality Assurance (QA) environment which is updated once a fortnight and which is equipped with the latest settings, content, data to mirror the most up-to-date status of the product environment. Testing of software is carried out in the QA-environment. Testing of content is carried out in the product environment.

3.2. **Availability:** The service is delivered as a SAAS-application with the agreed Availability of 99% per quarter of a year. This means the platform will be down for a maximum of 21,9 hours per quarter of a year. Please note: this excludes the planned and communicated hours of the Service Window.

3.3. **Service Window:** When a necessary change requires to take a critical part of the infrastructure offline, this Service Window will be communicated at least 48 hours in advance, through *status.tinqwise.com*, with Client, who will temporarily have no or limited access to the SAAS-application. Service Windows will always be planned outside regular working hours.

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Article S4   Support of the Customer Service Desk

4.1.   All support is provided by the Customer Service Desk of Contractor. Through this Customer Service Desk, Client can request support by creating a ticket. The Customer Service Desk is a single-point-of-contact for the Client (independent of the nature of the request by Client).

4.2.   The Customer Service Desk is a second line helpdesk, which means Contractor only receives requests from the first line helpdesk from Client. Users of the SAAS-application approach Client's own helpdesk for frequently asked questions. Only questions that can't be solved by this first line helpdesk, will be reported to the Customer Service Desk.

4.3.   Contractor distinguishes between three types of Tickets for the Customer Service Desk:
   i)   **Incident:** this concerns all requests related to the improper functioning of the current SAAS-application as explicitly agreed upon.
   ii) **Service Request:** these are all requests for additional services related to the functioning of the SAAS-application, not being an Incident or Change Request. For example, entering or changing user data, changes to content, changes of settings and extra information or reports.
   iii) **Change Request:** these are all requests for changes to the current software of the SAAS-application.

4.4.   Availability Customer Service Desk: The Customer Service Desk is available on working days between 9.00 - 17.00 CET.

4.5.   Client can determine who can submit Tickets through the Customer Service Desk.

4.6.   Client can view the monthly report about the support requests in the Customer Service Portal. Besides submitting tickets, Client can view which Tickets have been submitted regarding the SAAS-application through this online portal:
   i)   Tickets submitted;
   ii) status ('open', 'in progress', 'solved' and 'closed');
   iii) time of reporting;
   iv) correspondence;
   v)   and (if applicable) the moment the solution was given.

Article S5   Back-ups

Contractor makes daily back-ups of software and data files. If the continuity of the SAAS-application is at risk, Contractor will provide a Disaster Recovery at first request.

Article S6   Start and duration

6.1.   The service obligations for the SAAS-application commence straight after the delivery of the platform, ready for Users to login (Administrator is also a User). This is not necessarily the same date the actual roll-out to Users has taken place.

6.2.   The duration of these Service Terms is identical to the duration agreed upon in the Order Confirmation or Follow-up Assignment.

Article S7   Costs

All hours, worked by the Customer Service Desk, will be billed in accordance with the process as indicated in Appendix 1, only if costs are for Client and if status is marked 'closed', based on post-calculation, in the following month, for the hourly rate as agreed upon in the Order Confirmation.

A.   Reporting Service request

All Notifications (Incident, Service Request and Change Request) will be created as Ticket by Client through the Customer Service Desk. Ticket can only be created by previously determined Service Applicant(s). This Service Applicant is the first point of contact for Contractor and (delegated) authorized to approve a solution approach proposed by Contractor and any related costs (only for a Service Request or Change Request). The Service Applicant ensures that the information in the Ticket is as complete and concrete as possible, in order for the Contractor to solve a Ticket as adequately as possible. Contractor will communicate the processing status of a Ticket to the Service Applicant through the Customer Service Portal where Tickets are created.

B.   Standardized process

For all Notifications there is a standardized process after Notification of the Ticket through the Customer Service Portal, with a Response time of 4 hours. Contractor does not guarantee a timeframe in which the status of the Tickets will be 'solved' or 'closed'.

C.   Handling Blocking Incidents

Incidents with the Blocking priority have the highest priority and will also be created through the Customer Service Portal (always a ticket of type 'Incident'), for which a response time of 2 hours is applicable.

D.   Reaction after submission

Once Client has created a Ticket, Contractor will verify whether the Ticket contains all relevant information to start the analysis and will response to the Ticket.

E.   Analysis and solution approach

After analysing the Notification, Contractor will propose a solution, consisting of:
- Prioritization to Standard or Blocking;
- (Possible) Recategorization to Incident, Service Request or Change Request;
- Description of a technical solution and implications;
- For Change Request with expected solution time of more than 2 hours:
    - expected resolution time/delivery date for the solution;
    - number of hours to be invested and possible costs for additional work.

F.   Solution and fee

In case of an Incident, Contractor will come to a solution as quickly as possible, in accordance with response time. Hours spent on resolving the Incident will only be billed if the Incident was caused by Client, for example because of errors in data source or adjustments. Errors in service, caused by Contractor will be resolved free of charge.

G.   Distinction Change Requests

Contractor distinguished two sorts of Change Request, being Change Requests which will be listed in the SAAS-application Roadmap and Change Requests which will not be listed in the Roadmap.
- When Client requests Change request to be added to the Roadmap, Client will have to wait until Contractor releases this Change Request.
- Change Requests which can't be added to the Roadmap, can still be added to the Product Portal.

Information about the Roadmap is communicated during monthly release sessions and can be found in monthly release notes to which personnel of Client can subscribe.

H.   Completion and approval Change Request

If a Change Request can be solved in less than two hours, Contractor will immediately implement the solution, without prior consent from Client. If the expected resolution time exceeds two hours (see article E), consent will be required from Client, based on the added information in the Ticket. Please note that the actual number of hours spent will be billed. No rights can be derived from the estimated number of hours. In the case of non-acceptance – if Client does not agree to the solution – Contractor and Client will discuss an alternative solution and related conditions. The resolution time runs until the moment Contractor has produced a solution for Client by means of a test. Client can test solution. After acceptance of the solution by Client the Ticket will be closed. In case of non-acceptance, the Ticket will be given the status 'in progress' again.