

SERVICE LEVEL AGREEMENT

XPERT SUITE

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DOCUMENT HISTORY

VERSION	DATE	CHANGE	AUTHOR
5.00	10 June 2020	New version	VP Customer Success
5.10	16 December 2021	Modification Escrow (2.2. en attachment A)	VP Customer Success
5.11	8 November 2022	Modification 1.4 Data & Security	VP Customer Success
5.12	4 January 2023	Modification 1.4 Information security & Privacy	VP Customer Success
6.0	7 February 2025	Re-evaluation of all texts and clarified and/or expanded where necessary Regrouping and relocation of various sections Clarification 1.2 Scope of services and introduction of XS Admin Add 1.3 Fair-Use policy Add 2.2.3 PENetration Tests Improve 2.2.5 availability guarantee Add 3.1 Xpert Academy & Xpert Support Center (XSC) Clarification 3.5 Prioritizing incidents Add 3.6.2 Xpert Services Partners Clarification 4 Strategic development and lifecycle management	VP Customer Success
6.1	1 December 2025	Modification 2.2.1 new data center Equinix AM3	VP Customer Success

1 GENERAL

1.1 LEGAL LINK WITH AGREEMENT & CHANGE MANAGEMENT SLA

Client and Otherside have entered into an Agreement for the purpose of service and maintenance. Between the Parties involved, the Agreement is leading and this Service Level Agreement (SLA) is an elaboration of the support and maintenance element within the framework of the SaaS application Xpert Suite and Services offered as a Software as a Service (SaaS) solution.

Effective date of the SLA is the moment the SaaS application Xpert Suite is put into use by the Client in accordance with article 6.2 of the General Terms and Conditions. The obligations in this SLA stop when the Agreement between Client and Otherside ends.

1.2 SCOPE OF SERVICES

1.2.1 SAAS APPLICATION XPERT SUITE

The parties strive for a long-term relationship concerning the support of processes in the area of employee sustainability & well-being (ESW) by means of the SaaS application Xpert Suite. The services agreed in that context relate to the operation of Xpert Suite, the provision and performance of support and maintenance, including the further development of Xpert Suite, as well as the related activities as established in the Agreement and this SLA. These services are provided at the service level agreed upon in this SLA. The Xpert Suite SaaS service consists of the following services:

- Exploitation:
 - Continuity-, capacity- & availability management, including platform monitoring and management and security & event management;
- Service desk (Xpert Desk): Support the Client's XS Admins (2nd and 3rd line support):
 - Incident management;
 - Change management;
- Strategic release development, product management and lifecycle management;
- Version control and deployment:
 - Release management.

In accordance with the license terms of Xpert Suite, this SLA applies only to the production tenant of Xpert Suite, unless explicitly stated otherwise. Tenants other than the production tenant (e.g. acceptance tenants) of Xpert Suite are excluded from the availability and support levels as stated in this SLA (see 2.2.5 and 3). The acceptance tenants do come under the security management process described here and the associated security measures as described in this SLA (see 2.2.2).

1.2.2 APPLICATION MANAGEMENT AND XS ADMIN

Functional application management is performed by internal and/or external employees who have the corresponding authorizations within Xpert Suite. This is referred to as XS Admin.

In addition to the services provided by Otherside's Xpert Desk (see 3), Otherside and the Xpert Services Partners (XSP, see 3.6.2) also provide services for first-line support and functional application management under the direction of the Client.

For this, Client concludes an agreement with Otherside or one of its Xpert Services Partners. With Otherside, these additional services can be agreed upon by signing an addendum called Functional Management as a Service (FBaaS).

A fixed consultancy capacity per month is assigned to the Client and is performed by Otherside professionals who are trained for this purpose and possess the skills to perform the tasks described in the FBaaS addendum. First line support and functional application management are not covered by the SLA.

1.2.3 XS INTEGRATIONS

Xpert Suite can be interfaced with other applications. Many of these integrations can be configured by the Client XS Admin through the Connect XS integration platform, part of the Xpert Suite SaaS application. The following services apply to integrations:

	XPERT SUITE / CONNECT XS	LINKED SYSTEM
TECHNICAL MANAGEMENT ¹	Covered by the scope of this SLA.	Not covered by the scope of this SLA. ²
FUNCTIONAL MANAGEMENT ³	When sending information to and from Xpert Suite, outages can occur. These outages occur because Xpert Suite and/or the receiving system cannot process information properly. This can occur, for example, because a message is incomplete, contains incorrect information and/or information is presented in an incorrect order. These outages are reported in Xpert Suite by means of log reports and must be addressed and processed by the Client's XS Admin as soon as possible.	
RELEASE & CHANGE MANAGEMENT	Backward compatible, see also 4.4	When system-technical and/or functional changes (configuration) are made to the linked system, this may result in the need to reconfigure the integration. If, in addition to configuration modifications, software modifications to the SaaS application Xpert Suite are also required, the Client must notify this in a timely manner and allow for a lead time of 2 to 3 months. Depending on the adaptation and/or the integrated system, the costs of the adaptations can be quoted to Client separately.

1.3 FAIR-USE POLICY

As part of our commitment to fair and mutually beneficial use of the SaaS application, Otherside has established a fair-use policy to protect and enhance the experience of all users of Xpert Suite. The fair-use policy is designed to ensure that

¹ By **Technical Application Management**, we mean keeping the integration up and running through the technical protocols, message structure and availability of endpoints.

² Otherside is entitled to charge the costs incurred by it for investigation and or support to the Customer if it appears that reported incidents are the result of technical failures and/or system/version upgrade of the integrated system.

³ By **Functional Application Management**, we mean the substantive review of reports that have been successfully processed technically.

every user of Xpert Suite gets the resources and capabilities they need, while at the same time discouraging abuse and excessive use. Following are the key guidelines of Otherside's fair-use policy:

- **Reasonable Use:** Users are encouraged to use Xpert Suite as needed for their business purposes. Reasonable use includes use of the SaaS application within normal operational limits and in accordance with the terms of the licence.
- **No abuse:** Abuse of Xpert Suite, including but not limited to excessive load on the platform or any other activity detrimental to the stability or reputation of our services, cannot be accepted.
- **Fair distribution of resources:** We strive for a fair distribution of resources for all our users. This means that we can take measures to limit excessive use of bandwidth, storage space or computing power if it affects the performance of the SaaS application for other users.
- **Transparency and communication:** We encourage open communication between our users, our partners and our team. If you have any questions regarding the use of Xpert Suite or are unsure about the fair-use policy, please contact us for clarification.

If this fair-use policy is deviated from by the Client, Otherside will make this known to the Client so that the Client can adjust the usage within a reasonable period of time.

2 SERVICE DELIVERY

2.1 SERVICE LEVEL MANAGEMENT

2.1.1 SERVICE LEVEL REPORT

Upon request, Client will receive Otherside's service report for the past calendar quarter on the services delivered within the scope of the SLA. The first-line and functional management services are outside this scope (see 1.2.1). At a minimum, the SLA reporting describes:

- A summary of the number of tickets registered in the past quarter by type of incident:
 - Functional questions (see 3.4.1);
 - Bugs (see 3.4.2);
 - Malfunctions (see 3.4.2);
 - Security Incidents (see 3.4.3);
- An overview of the number of tickets registered in the past quarter by type of changes:
 - Service Requests (see 3.6.1);
 - Product Suggestions (see 3.6.3);
- A record of the number of tickets closed by type of incident with a maximum historical period of 6 months.
- An overview of the number of tickets by status:
 - Who are in treatment at Otherside;
 - Those external to Otherside;
- An overview of incidents in the past quarter:
 - What % of Bugs were resolved in a timely manner and what % were not resolved in a timely manner;
 - On what % of Malfunctions were responded to in a timely manner and what % were not responded to in a timely manner;
 - What % of Malfunctions were resolved in a timely manner and what % were not resolved in a timely manner;
- The availability for Xpert Suite in the past period:
 - Overall monthly and quarterly availability of Xpert Suite.
 - Duration of and explanation of any times when Xpert Suite was not available.

2.1.2 MEETING STRUCTURE

Otherside uses the following structure as a default:

- Strategic meeting:
 - Client board/principal management and XSP or Customer Success Manager;
 - 1 or 2 times a year;
- Tactical meeting:
 - Principal management and XSP or Customer Success Manager;
 - 2 or 4 times a year;
- Operational meeting:
 - Lead functional application management and application consultant;
 - 1 a month.

A final meeting structure will be set up with Client in consultation with Client.

For Clients supported through an Xpert Services Partner (XSP), the XSP will make arrangements for periodic meetings. For more information about Xpert Services Partners, see 3.6.2.

2.1.3 ESCALATION

If the agreed Service Level cannot be met, or if there are other points of concern in the service, the following escalation model applies:

ESCALATION LEVEL	CONTACT CLIENT	CONTACT OTHERSIDE
LEVEL 1 (STANDARD)	XS Admin	Support agent Xpert Desk
LEVEL 2	Application Manager or Owner / Service Level Manager / IT manager	Team Manager Customer Services
LEVEL 3	Contract owner	Customer Success Manager
LEVEL 4	Management / Board	VP Customer Success

A document agreements and procedures (DAP) can include a list of contact information for those involved. In appendix B an example is included.

2.1.4 EXIT PROCEDURE

If the agreement between Otherside and Client is terminated and if Client has fulfilled all its obligations to Otherside, then authorized persons may create a dump of the data in Xpert Suite or request it from Otherside. This as stated in the Data Processing Agreement. A data dump includes:

- Organization data;
- Employee data;
- Absence history;
- Form fields (data entered on screens);
- Tasks, notes, assignments and contact moments (ongoing, performed).

The documents from Xpert Suite are split into medical and non-medical. The documents once uploaded in Xpert Suite are securely delivered in the format as uploaded. Xpert Suite provides standard data export capabilities. For additional requirements or for outsourcing the data dump to Otherside, a work order will be prepared and agreed upon and costs (at the applicable consultancy rates) will be charged to the Client, these amounts for a one-time standard export:

- 8 hours of consultancy for a document export;
- 6 hours of consultancy for an Excel export.

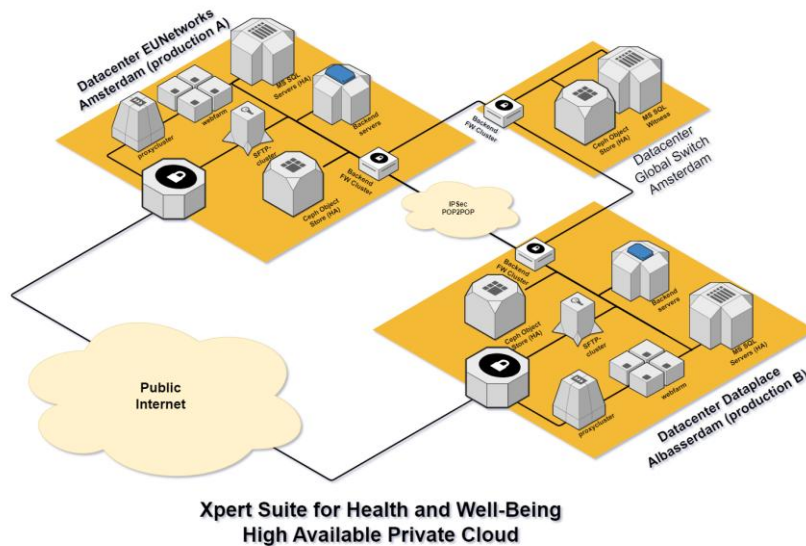
The process for requesting a data dump from Otherside is as follows:

- Client requests the data in writing or by email from the Customer Success Desk ([email link](#)). This request specifies the reference date on which the data is to be delivered and whether multiple deliveries (e.g., 1 trial delivery on date X and 1 final delivery on date Y) or one delivery is to be made;
- Otherside's Customer Success Desk will acknowledge receipt of the request and execution in accordance with the request with associated conditions as included in this exit plan. This written confirmation also defines, based on mutual agreement, how and to which authorized person the data will be delivered;
- The data is delivered on the agreed date and via the established secure method to the agreed contact person of the Client;
- The data is checked by Client and, if approved, a written discharge is delivered by Client's contact person to Otherside's Customer Success Desk. In the absence of any response within a period of 1 week, Otherside will consider the delivery as approved;
- Otherside will store and keep available all Client's files and data for up to 60 days after the Agreement is terminated due to cancellation or dissolution so that Client (or Client's designated Third Party) can retrieve or destroy its files and data. After that period expires, Otherside will delete the files and data unless Client requests in writing Otherside to retain the files and data for a period to be agreed upon. Partial deletion of data in the backup environment is not possible. After destruction of data on the production tenant, the data in the backups will only be available for 6 months.

2.2 BUSINESS CONTINUITY MANAGEMENT

2.2.1 HOSTING

Xpert Suite is hosted in Dataplace's physical, certified data centers (www.eurofibercloudinfra.com) and Equinix AM3 (www.equinix.com). Redundancy and backups are also stored in a separate physical data center at Global Switch (<https://www.globalswitch.nl/>). Xpert Suite's hosting architecture supports:



Real-Time Data Replication and failover:

Our dual-datacenter setup uses real-time replication mechanisms. This ensures that critical data and configurations are constantly synchronized between the two data centers. In the event of destruction or failure of one location, the other data center takes over with up-to-date information. We apply a Recovery Point Objective (RPO) and Recovery Time Objective (RTO) of 1 hour for destruction of data at the primary site, meaning we aim for a maximum

recovery time of 1 hour and data loss of 1 hour. In addition to real-time Replication, we also have daily (externally stored) backups. In case of data corruption, we can restore data from this daily backup.

Load Balancing: To further increase resiliency and performance, our infrastructure includes load balancing. This distributes incoming traffic across both data centers, optimizing performance. Otherside actively monitors the performance of Xpert Suite and takes action where necessary. For reported performance issues, the Xpert Desk can check the logging to see if the performance issues are impacting the speed of execution on our servers (we can see the average time tasks (ATT) of all user actions received on the SaaS application). We aim to keep the weekly ATT below 240 ms.

Regular Testing and Maintenance: We regularly conduct disaster recovery tests and exercises to validate the effectiveness of our mechanisms. These simulations help identify potential weaknesses and refine our procedures to maintain optimal disaster preparedness.

Hosting also includes:

- Providing the SaaS application and access to the Xpert Suite tenant on an Internet server;
- Securing the data on the database (backup and firewall protection);
- Managing and maintaining the hardware and software;
- Management and maintenance of Xpert Suite (keeping the functionality up to date especially with regard to laws and regulations related to absenteeism).

2.2.2 INFORMATION SECURITY & PRIVACY

2.2.2.1 SECURITY APPROACH

Otherside attaches great importance to the security of the data of its clients. The high demands we place on this are reflected in both physical, technical and procedural measures which we prescribe, comply with and monitor both internally and at our suppliers.

The security approach of Otherside includes:

1. Embedding information security in the organization;
2. Logical and physical access security;
3. Functional management, connections and hosting;
4. Monitoring and improving security measures & incidents;
5. Software development;
6. Backup & Restore procedures (including disaster recovery procedures established from Business Continuity Management).

For a detailed description of the measures taken, please refer to the brochure: "*Security & Privacy Controls - Otherside Software B.V.*" Please send an email to CustomerSuccess@othersideatwork.com to receive the desired information.

2.2.3 PENETRATION TESTS

Otherside has, by an independent party, annual penetration tests performed on Xpert Suite and follows up on any findings based on a risk analysis. The results of these penetration tests and the risk analysis can be viewed by clients.

Customers also have the right to perform such tests, but they are obliged to notify Otherside in advance. Before a penetration test may be performed, a separate agreement must be drawn up and signed by the performer of the penetration test (on behalf of the Client). This is necessary to avoid unwanted disruptions and breaking the law.

2.2.4 BACK-UP & RESTORE PROCEDURES

Otherside commits to optimal availability of Xpert Suite. To this end, backups are made (at a location other than the production site) of customer data. We keep versions of backups depending on the duration:

- 7 daily back-ups;
- After 7 days, 1 of the daily backups is saved as a weekly backup. The other daily backups are deleted.
- After a month, 1 weekly backup is saved as a monthly backup and the other weekly backups are deleted;
- The monthly backups are deleted after 6 months.

This means that the oldest available backup is 5 to 6 months old. Otherside has set up a permanent backup location.

Because there are separate backups per Client, restoring per Client is possible. Partial deletion of data from the backup is not possible.

Client can indicate a request (Service Request) for a Restore action through the Xpert Desk. If the Restore is a result of incorrect or inexpert use of Xpert Suite, the costs will be charged to the Client. In the event of a disaster, Client may choose to continue working with a backup version of the Xpert Suite tenant. The backup will be placed on another server, minimizing the loss of data in the event of a disaster. The costs for these Restores will be charged based on the applicable consultancy rates. See also paragraph 3.6.1.

The process of this request is as follows:

1. A person designated by the Client requests the Restore from the Xpert Desk. A Service Request ticket is created;
2. This request specifies the reference date of the backup on which the restore is to be delivered;
3. The Xpert Desk employee of Otherside confirms the receipt of the request, the cost and the execution in accordance with the request. In accordance with mutual agreement, this written confirmation will indicate when the restore will be performed (normally within two business days);
4. The restore is verified by the Client and, if approved, a written discharge is delivered by the Client's contact person to Otherside's Xpert Desk employee.

2.2.5 AVAILABILITY GUARANTEE

Otherside guarantees the following availability for Xpert Suite:

AVAILABILITY GUARANTEE ¹
99,9%

1. Otherside shall make available for seven times twenty-four hours (7*24) per week the delivered Xpert Suite service as defined in the Agreement;
2. Otherside guarantees an availability with respect to the delivered SaaS application Xpert Suite as further described in the Agreement. Aforementioned availability is measured and calculated over the period of one (1) calendar month. Otherside commits to fulfill the service level as described in this SLA;
3. Up to the Public Internet, Otherside guarantees accessibility. Otherside does not guarantee that communication over the Internet is always possible, that a connection can always be established with another connected party on the Internet or that the SaaS application Xpert Suite is always reachable from the Internet (e.g.: a customer's Internet provider can ensure that for the customer only part of the networks connected to the Internet are reachable). The boundary is the outermost point on Otherside's firewall with the public Internet. If there is a problem up to the outer point on Otherside's firewall, it is Otherside's responsibility to resolve it;
4. The availability guarantee shall take effect when this SLA is in effect;
5. Client must report Failures affecting the Xpert Suite SaaS application to the Xpert Desk by phone or electronically as soon as possible;
6. The period of "unavailability" starts at the moment the Client reports and/or Otherside observes that the Xpert Suite service no longer functions in accordance with this SLA;
7. The period of "unavailability" shall be concluded at the time Otherside notifies the Client that the Xpert Suite SaaS application is again functioning in accordance with this SLA;
8. The Availability (B) is calculated as follows:
 - $B: ((Nt - Dt)/Nt) \times 100\%$;
 - Nt: Time period that the SaaS application should be available;
 - Dt: Time period that the SaaS application is unavailable (excluding time during regular Maintenance Window).

During the Maintenance Window, the availability guarantee does not apply. Availability is measured over the period of one full calendar month. Service and access security availability is monitored 24 hours a day, 7 days a week.

¹ This concerns the availability of the entire SaaS application Xpert Suite.

2.2.6 SAAS-ESCROW

Should Otherside at Work unexpectedly find itself in a situation of suspension of payment or bankruptcy, the availability of the SaaS application Xpert Suite is guaranteed for 6 months by Escrow4All. Escrow4All has made separate arrangements for this with ProServe (the hosting partner of Otherside at Work).

Otherside realizes that under certain circumstances - and only for the purpose of guaranteeing the continuity of the SaaS application - the Client wishes to have the source code of the SaaS application. In this regard, Otherside has deposited the source code of the SaaS application with a specialized escrow agency. This deposit is renewed the moment there are significant changes to the SaaS application. The agreement with the escrow agency includes a third-party clause for the benefit of Client, which provides, in short, that the escrow agency may release the source code to Client under further conditions in the event of discontinuity of the SaaS application.

Under the condition that the release of the source code has taken place in accordance with the agreement between Otherside and the escrow agency, Otherside grants the Customer a right of use extending to the own use of the SaaS application and the adaptation of the SaaS application for maintenance and further development. This conditional right of use does under no circumstances include the right to exploit the SaaS Application other than for its own use and that of its end users.

Client may request themselves as an escrow beneficiary. An application form is attached to the SLA: A. ATTACHMENT - APPLICATION FORM ESCROW BENEFICIARY.

3 SERVICE SUPPORT

Client's functional application administrator performs first-line support and functional management activities for Client's Xpert Suite users. Otherside supports the functional application administrators through training and an online knowledge base. In addition, functional and technical questions about the operation of Xpert Suite can be asked by the functional application administrator and some key users of the Client (Super Users in Xpert Suite) at the Otherside service desk; **Xpert Desk**. The relevant administrators and Super Users can request access to the support portal for this purpose.

The Xpert Desk allows communication in Dutch and English languages.

3.1 XPERT ACADEMY & XPERT SUPPORT CENTER (XSC)

Through the Xpert Academy, blended training courses are offered aimed at functional application administrators of the SaaS application Xpert Suite. Otherside's website contains the current offerings and schedules of the training courses and it is possible to register for a training course. The training courses are offered as e-learning and/or classroom training.

The Xpert Support Center (XSC) is the online knowledge base of the SaaS application Xpert Suite and provides valuable information for functional application administrators 24/7. Among other things, the XSC provides the following information:

- Platform status Xpert Suite;
- Release notes & release planning;
- Frequently asked questions (FAQ);
- Product life cycle management;
- Instructions for configuration and functional application management of Xpert Suite.

3.2 SERVICE DESK XPERT SUITE: XPERT DESK

Questions and disruptions are handled in accordance with response and resolution times established in this SLA. The Xpert Desk of Otherside is available within the opening hours stated in the SLA. The Client does not owe additional costs for consulting the Xpert Desk of Otherside (this is part of the Xpert Suite rate), unless otherwise stated.

The Xpert Desk of Otherside registers and monitors the handling of all incidents and changes and reports on this through the support portal.

3.3 ACCESSIBILITY XPERT SUPPORT CENTER (XSC) & XPERT DESK

For information about the SaaS application Xpert Suite, the online knowledge base is available:

- Online knowledge base Xpert Suite:

Xpert Support Center (XSC) 24/7 available	support.othersideatwork.com support.othersideatwork.nl support.othersideatwork.be support.othersideatwork.se
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Reporting of Functional Questions, Service Requests (e.g. request for remedial actions, tenant copy making), Product Suggestions, Bugs and Malfunctions can be done:

- Through Otherside's support portal (recommended for priority 3 and 2 incidents and changes):

As a Super User access through Xpert Suite application	support.othersideatwork.com support.othersideatwork.nl support.othersideatwork.be support.othersideatwork.se
--	--

- Via e-mail:

24/7 days a week	XpertDesk@othersideatwork.com
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- By phone (for tickets with priority 1):

<u>During office hours</u> Monday through Friday 8:30 - 17:30h (GMT +1), with the exception of Dutch holidays and Otherside's company-wide staff meetings. Otherside at Work has a limited number of company meetings each year to which the entire staff is invited. These will be communicated in advance.	+31 73 6159999
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- By email with priority (only for tickets with priority High, see 3.5), the expert on duty will respond within an hour:

<u>Outside office hours</u> , Dutch holidays and Otherside company-wide meetings.	storingen@othersideatwork.com disruptions@othersideatwork.com
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A support request or incident can be submitted to the Xpert Desk by the XS Admin of the Client. The priority is hereby determined by the Client after which Otherside reviews it. Otherside checks whether the ticket:

- Has been placed in the appropriate type of support (Functional Question, Bug, Malfunction or Security Incident);
- The correct priority has been assigned (High, Medium or Low, see 3.5).

If the incident type and/or prioritization is incorrect according to Otherside, feedback to Client will take place. In case of different views, this will be solved through the established escalation matrix (see paragraph 2.1.3).

3.4 INCIDENT MANAGEMENT

By incident management we mean the handling of support requests and troubleshooting. The goal of incident management is to restore normal service as quickly as possible to minimize impact by explaining the operation of a specific functionality or investigating and resolving a failure.

We recognize four categories of incidents:

1. Functional Question;
2. Bug;
3. Malfunction;
4. Security Incident.

3.4.1 FUNCTIONAL QUESTION

Client's XS Admin performs first-line support activities for all Client's users. The Client's XS Admin has unlimited access to the online knowledge base and can attend training courses through the Xpert Academy (see 3.1 and 3.2).

If the Xpert Academy and the Xpert Support Center do not provide the desired support, the XS Admin of the Client can create a support ticket for the Xpert Desk for functional and technical questions about the operation of Xpert Suite. Where the Client's XS Admin does not know a solution or cannot implement the solution independently, Otherside's support experts provide second and third line support.

Support is subject to a fair-use policy. If, due to limited experience or knowledge of the XS Admin, a support ticket is created, Otherside's support experts will refer to training, the Xpert Support Center or the possibility of a Service Request (see 3.6.1).

3.4.2 BUG AND MALFUNCTION

When it is reported that the SaaS application Xpert Suite is not functioning in the way it can reasonably be expected to (at Otherside's final judgment) and the reported problem can only be solved by modifying this SaaS application, we speak of a Bug. When the reported problem is caused by a malfunction of the platform and therefore can only be solved by modifying the infrastructure, it is called a Malfunction.

3.4.3 SECURITY INCIDENT

In addition, Otherside recognizes Security Incidents as a special category. A Security Incident is one or more events (unwanted or unexpected) that pose a threat to the Availability, Integrity and/or Confidentiality (BIV). A data breach resulting from user error at Client is categorized as a Security Incident.

Agreements laid down in the Data Processing Agreement regarding the reporting and handling of a Security Incident are leading.

Security Incidents are assessed on the basis of a risk analysis (how much data, what kind of data, chance of misuse). If there are major consequences for customers, stakeholders or Otherside, immediate measures are taken to resolve the Security Incident. Here, the choice can be made to make broader data inaccessible to users, so that any data leak is also stopped. Furthermore, the procedures as described in paragraph 3.5.

3.5 PRIORITIZATION OF INCIDENTS

When an incident is categorized, it determines how important the handling of the incident is compared to all other reported incidents. We distinguish three priorities:

	DESCRIPTION	RESPONSIVENESS	SOLUTION ¹
PRIORITY HIGH	Incident categorie Security Incident.	99% within 30 minutes	75% within 1 business day ³
	Incident category Bug and Malfunction: <ul style="list-style-type: none"> With great impact: all users cannot perform their jobs; Where the impact of the Incident is rapidly increasing or may increase; With high urgency: a business-critical process is stalled. For example: running consultation hours, billing for services. 	²	
PRIORITY MEDIUM	Incident category Bug and Malfunction: <ul style="list-style-type: none"> With limited impact: a limited proportion of non-incident users (e.g., department, team, job group) cannot perform their work. 	90% within 4 hours	75% within 1 working week ³
PRIORITY LOW	Incident category Functional Question.	75% within 8 hours	75% in accordance with planning (if a joint decision has been made) ⁴
	Incident category Bug and Malfunction: <ul style="list-style-type: none"> With small impact: a limited number of users or only occasional users cannot fully perform their work. For example, one user or the XS Admins; With low urgency: the incident has no or limited impact on the performance of the work by the user. For example: inconvenient, but the work can be performed; If the likelihood of the Impact of the Incident increasing is limited; If a workaround is available to the user so that the user can perform their work to a sufficient degree. 		

¹ Outside of business hours and on holidays, only Priority High incidents are handled. Priority Low and Medium will be handled from the next business day in accordance with the above service levels.

² Response time for priority High incidents can only be guaranteed if the report is made by phone or via priority email (see paragraph 3.5).

³ Other incidents are subject to a resolution time in accordance with the schedule as agreed with Client.

⁴ This is the schedule as agreed with Client and assigned to a release. Guideline for the agreed schedule is 3 months.

3.6 CHANGE MANAGEMENT

We recognize two categories of changes:

- Service Request;
- Product Suggestion.

3.6.1 SERVICE REQUESTS

For remote or onsite support not covered by incident management (see 3.4), a support ticket of type Service Request can be created through the support portal. This includes, but is not limited to, outsourcing or support for:

- (Re)configuration;
- (Re)implementations of functionalities and processes;
- Import and export of data;
- Recovery actions;
- Data changes; Making corrections to Xpert Suite database that the Client's first-line support or functional application administrator cannot make themselves through the SaaS application (e.g., correction of a sickleave workflow);
- Training Xpert Suite users and XS Admins;
- Making a copy of the Xpert Suite tenant (e.g., for the purpose of training);
- Configuring links and integration and associated data synchronization.

Service Request does not mean second-line support questions and/or picking up reported incidents and malfunctions.

Note: In connection with the General Data Protection Regulation (In dutch referred to as "AVG"), Otherside will only make corrections to Xpert Suite database, after Otherside has received an explicit approval for this from an authorized person (e.g., a XS Admin) designated by the Client.

The Customer Success Desk will process such a request and contact the Client to discuss the service to be provided and establish a work order. Otherside may charge fees for handling Service Requests. Otherside will indicate in advance when costs will be charged, linked to the relevant Service Request. Otherside will only start the execution after approval by the Client.

3.6.2 XPERT SERVICES PARTNERS

For remote or on-site support, the Client can also approach an Xpert Services Partner. These partners are knowledgeable and experienced in setting up the Xpert Suite SaaS application and offer consulting and management services. The Xpert Services Partners are supported by Otherside, but Otherside is not responsible for the services provided by the Xpert Services Partners to its clients.

Contact information for the Xpert Services Partners are provided on Otherside's website.

3.6.3 PRODUCT SUGGESTION

Xpert Suite is constantly being improved and expanded with new functionalities. Otherside listens carefully to its customers and users. They can influence product development roadmap priorities by giving Otherside feedback and sharing ideas for functional changes or additions to the Xpert Suite SaaS application. These ideas are called Product Suggestions.

Product Suggestions can be submitted through the support portal to the Xpert Desk (see 3.2). The support ticket will be closed immediately, and periodically Otherside's product management team consults, reviews and prioritizes whether

this Product Suggestion fits within Otherside's product strategy and its customers' needs (see 4.2). Otherside cannot make any commitments about the realization of a Product Suggestion or its schedule.

4 STRATEGIC DEVELOPMENT AND LIFECYCLEMANAGEMENT

The development of Xpert Suite started in 2003 and since then the platform has been continuously developed and innovated. The modular structure allows parts of Xpert Suite to be renewed and improved. This eliminates the need to completely rebuild the entire platform, which avoids the impact of a full transition and/or migration.

4.1 LIFECYCLE MANAGEMENT

Thanks to our active Product Lifecycle Management, Xpert Suite remains a state-of-the-art SaaS application. We realize that technological advances are essential to remain the most secure platform on the market and to allow our users to take full advantage of new features.

To ensure that the functionality of the Xpert Suite SaaS application continues to meet the needs of our users, we are committed to both technical and functional development. In addition to refreshing the underlying code, we regularly add new options that optimize the use of our platform. These enhancements are made available through our regular, nine-weekly releases.

In some cases, it may be necessary to carry out (part of) the transition manually, for example with setup aspects, links or updates to underlying technology. We provide our customers with maximum support for this and expect the XS Admins to be timely and proactively involved in these processes.

The phases of an End of Life process indicate how far a transition has progressed and what the required action is:

PHASES	
PHASE 0 – DEVELOPMENT	We are in the process of designing and developing new functionality. There is no schedule yet as to when this functionality will be available and the old one archived.
PHASE 1 – AVAILABLE	The new functionality has been tested and is available. If automatic transition is possible, it is performed immediately along with the release of the new functionality. Otherwise, XS Admins can start using the new functionality (in phases). Our advice is not to delay this.
PHASE 2 – TRANSITION	A hard end date has been set for removing the old functionality. XS Admins must actively work to complete the transition on time.
PHASE 3 – CLEAN UP	The transition to the new functionality is being completed. Upon completion of this phase, the old functionality is permanently removed and is no longer available.

At Otherside, we strive to ensure a smooth transition for every transition. We understand that clear planning, ample time for the transition period and clear instructions are key. Therefore, we will make every effort to safeguard these elements and ensure that the transition process is as smooth as possible.

Through phasing and well-defined end dates, we will provide clarity about the transition phases. We understand that time is a crucial factor in change, so we will ensure that sufficient time is available for a structured transition.

Our instructions will be clear and understandable so that XS Admins are well prepared for the changes. Together, we are committed to making and keeping Xpert Suite a state-of-the-art platform.

A current overview including phase and deadlines of projects requiring attention can be found in the Xpert Support Center (see 3.1).

4.2 STRATEGIC PRODUCT DEVELOPMENT

Otherside follows its own strategic product development agenda. Based on strategic dialogue with its Clients, observed market trends and emerging technology opportunities, the strategic product development roadmap is created and continuously updated. Users can influence product development roadmap priorities by providing Otherside feedback and sharing ideas for functional changes or additions to Xpert Suite.

Client can become a member of the 'UserGroup' user community. Through this community, modifications and innovations in the SaaS application Xpert Suite are tested for feasibility and functionality, among other things. The sessions are informative, in depth and of course interactive. UserGroup sessions are exclusive for Otherside's Clients and can be attended free of charge. In addition, it is also possible to make so-called product suggestions (see 3.6.2).

In general, only Product Suggestions of a general nature (of interest to most Clients) will be incorporated into the product development roadmap. In all cases, changes will be made available to all Clients, unless explicitly agreed otherwise.

If Otherside adopts the Product Suggestion, the functional change will be included in the product roadmap. When the corresponding functional change is realized, it will be released as part of a planned release and included in the corresponding release notes (see 3.1) and the Client will be informed by the Xpert Desk.

4.3 VERSION CONTROL AND DEPLOYMENT

Prior to the rollout of new releases, Otherside will provide the release notes of the upcoming release via the Xpert Support Center (see 3.1) to the Client. At the request of the Client, Otherside can make a copy of the production tenant available on the Xpert Suite acceptance tenant on which the new release is previously available up to 5 days before the release date. On the specified release date (see release schedule on Xpert Support Center) Otherside rolls out the new release of Xpert Suite on the Xpert Suite production tenant. The Client then has until 3 business days before the release date at the latest to raise reasoned objections to taking a release into production. In that case, the Client and Otherside will consult whether the rollout will be postponed or whether the Client agrees to the release. Otherside hereby guarantees at least the following:

- Data exchanges with HR systems and/or other systems integrated with Xpert Suite remain intact as far as processing on the Xpert Suite side is concerned;
- The setup of Xpert Suite continues to work (unless a functionality is End of Life, see 4.1);
- No compatibility issues arise with data and data already entered in Xpert Suite;
- The Client can request a new acceptance tenant of Xpert Suite once per calendar quarter free of charge;
- An acceptance tenant is created based on a copy of the production tenant. Interfaces and reports on an acceptance tenant are not copied from the production tenant of Xpert Suite.
- By default, all data in the acceptance tenant are pseudonymized by an automated procedure (script);
- If the Client has not used the acceptance tenant for 6 months, this acceptance tenant will be deleted by default. At the request of the Client, the creation of a new acceptance tenant will be scheduled.

4.4 BACKWARDS COMPATIBLE

The SaaS application Xpert Suite uses the concept of "backward compatibility." New releases of Xpert Suite can be used with existing setups without causing compatibility issues. Files and data created with the older release will still be compatible and work correctly with the new release. The only exception to this is the process described in section 4.1. Otherside will give timely notice that a particular functionality requires setup work by the Client's XS Admin. It is the responsibility of the Client that this is done in a timely manner.

Specific to the functionality of XS Datastreams and APIs and Webhooks, Otherside guarantees that functionality will remain backwards compatible for a minimum of 6 months. This provides sufficient time for the Client to make timely adjustments to its systems, if necessary.

4.5 MAINTENANCE WINDOW

For maintenance of the servers and other hardware and placement of releases, the availability of the SaaS application Xpert Suite may be interrupted for a short period of time. Maintenance is performed during off-peak periods (weekends) to avoid or minimize impact of availability. If the service is interrupted for a longer period of time due to unforeseen circumstances, all XS Admins of the Otherside client will be notified through the Xpert Support Center (XSC). For this, see 3.1.

ACTIVITY	PLANNED	TIME (GMT +1)
Bug fixes ¹	Daily (when applicable)	20.00h - 21.00h
Releases and updates (Slow Track)	On Thursdays (once every 9 weeks)	20.00h - 21.00h
Releases and updates (Fast Track)	On Wednesdays (once every 2 weeks)	20.00h - 21.00h
Releases	On Saturdays (once a month)	Saturday 20.00h - Sunday 02.00h
Periodic updates to the infrastructure	On weekends (up to four times a year)	Friday 20.00h - Monday 04.00h

5 FINES

5.1 AVAILABILITY

If the Services do not achieve the Availability in accordance with paragraph 2.2.5 of this SLA, the Customer shall be entitled to claim a penalty of 10% of the license costs in the last calendar month of the quarter in which the Availability was not achieved, up to a maximum of €1,000 per month.

¹ Urgent work may be performed (by exception) even during office hours. Otherside informs the client as early as possible in writing or by phone.

A ATTACHMENT - APPLICATION FORM ESCROW BENEFICIARY

Registration as a beneficiary is possible for all parties who have a license agreement for Xpert Suite with Otherside at Work.

ESCROW4ALL INFORMATION

SUPPLIER

Otherside at Work B.V.

SALES CONSULTANT

Peter Janssen

CONTACT

Peter.Janssen@escrow4all.com

Wants to participate as a beneficiary in (tick what applies):

Software Escrow (source code) as agreed between Otherside at Work B.V. and Escrow4all B.V. (agreement SW2P19694)

SaaS Escrow (6 months of hosting) as agreed between Otherside at Work B.V. and Escrow4all B.V. (agreement SA2P21805, [download link](#))

Required data for purposes of notification Escrow Beneficiary under an Escrow4all Master Agreement:

Beneficiary data

Reference license agreement

(required field)

Company name

Department/location

Physical address

Postal code | country

Telephone number

Postal address

Postal code | country

Contact

Name

Function

Phone number

E-mail

2nd contact (optional)

Name
Function
Phone number
E-mail

Specific information

Start participating	Immediately after processing this application
Product	Xpert Suite
Version	Latest version

Please fill out completely and email to: CustomerSuccess@othersideatwork.com

The application will be processed - after review - within 5 working days.

B ATTACHMENT – FILE AGREEMENTS AND PROCEDURES

Contacts are established as follows:

	CONTACT PERSON CLIENT	CONTACT PERSON OTHERSIDE/ XSP
LEVEL 1 (DEFAULT)	XS Admin < name and contact details >	Xpert Services Partner (XSP) < name XSP > Support Xpert Desk <ul style="list-style-type: none"> Support portal: <ul style="list-style-type: none"> support.othersideatwork.com support.othersideatwork.nl support.othersideatwork.be E-mail: XpertDesk@othersideatwork.com Phone: +31 (0)73 615 9999
LEVEL 2	Lead of XS Admin / Service Level Manager / IT Manager < name and contact details >	Xpert Services Partner (XSP) < name XSP > Customer Success Manager <ul style="list-style-type: none"> E-mail: CustomerSuccess@othersideatwork.com Phone: +31 (0)73 615 9950 Customer Success Manager: <ul style="list-style-type: none"> < name > Customer Success Officer: <ul style="list-style-type: none"> < name >
LEVEL 3	Contract owner < name and contact details >	Team Manager Customer Support Teun Eltink Teun.Eltink@othersideatwork.com
LEVEL 4	Management / Board < name and contact details >	VP Customer Success Rob Brekelmans Rob.Brekelmans@othersideatwork.com