# **Service Level Agreement**

# Let's Get Digital

Version: 2.0

Date: 1 january 2021

#### General

#### 1. Introduction

This Service Level Agreement forms an integral part of the Agreement/Offer already concluded between Parties with regard to Let's Get Digital and all accompanying appendices. Let's Get Digital is a platform that enables companies to remotely organise a complete event experience..

The arrangements that are recorded in the Agreement/Offer, the General Terms and Conditions, the Processing Agreement, or other Appendices (for example in the context of liability, the processing of personal data etcetera) apply in full to this Service Level Agreement.

#### 2. Objective of the Service Level Agreement

The objective of this Service Level Agreement is to make arrangements regarding the quality of the Services delivered by Let's Get Digital to the Client. This constitutes the recording of specific and measurable key performance indicators. The objective of the Service Level Agreement is also to make arrangements regarding the mutual cooperation between Parties. For this reason uniform procedures are recorded in this Service Level Agreement for contact between Parties and for dealing with any reports or requests from the Client.

### Service level

The following services offered fall under this agreement:

- staffed support by telephone;
- monitored email support;
- remote assistance with the aid of Remote Desktop and a Virtual Private Network if Available;
- planned, or in case of emergencies, on-site or online assistance (extra costs apply);
- monthly system health check.

#### 3. Duration and termination

The duration of the Service Level Agreement is linked to the Agreement. If the Agreement is terminated, this termination will therefore apply in full to the concluded Service Level Agreement. The Service Level Agreement cannot be terminated separately from the Agreement.

#### 4. Version number and amendments

 Following the coming into effect the Service Level Agreement can only be amended with permission in writing from both Parties. Any amended versions of the Service Level Agreement will be disseminated each time under a new version number. The amendments must be described per version in the overview below.

Version number	Date	Editors	Description of changes
1	15 September 2020	Ruben Haring	First version

2.0	11 November 2020	Ruben Haring icm ICTRecht	Full revision of the Service Level Agreement
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#### **Definition list**

In this Service Level Agreement some concepts are written with a capital letter. These concepts have the meaning, in the singular as well as in the plural, which is given thereto in the overview below.

**Equipment**: all hardware made available by Let's Get Digital to the Client as part of the Services, or that is used by Let's Get Digital in the context of the delivery of the Services.

**Back-up**: a back-up copy of the Data, Configurations and/or Software, described in article 4 of this Service Level Agreement, which can be redeployed by Let's Get Digital in the event of Incidents.

**Available/Availability**: the period of time during which the Services can be accessed during a specific month via the internet, expressed in a percentage that is calculated on the basis of the formula, as recorded in article 3 of this Service Level Agreement.

**Data**: all data saved by using the Services, or that is otherwise delivered by the Client or End Users to Let's Get Digital for saving via the Services.

**End User**: the natural person who uses the Services. For example, employees of the Client or customers of the Client.

**Event**: the digital Event, which forms part of the assignment and is also made possible by Let's Get Digital.

**Functionality**: specific characteristics or features, which make a specific use or a specific application of the Services possible.

**Planned Maintenance**: all regular maintenance work with regard to the Services, which do not classify as Emergency Maintenance.

**Impact**: the (seriousness of the) consequences of an Incident for the Client, which must be determined on the basis of the overview as recorded in article 8 of this Service Level Agreement.

**Incident**: the substantial failure of the Services to meet the agreed specifications as well as the situation during which there is Unavailability, which is not the result of Maintenance.

**Maintenance**: all maintenance work to be executed by Let's Get Digital, including Planned Maintenance as well as Emergency Maintenance, all this as further detailed in article 2 of this Service Level Agreement.

**Opening Hours**: the usual Opening Hours of Let's Get Digital, as set out in article 5 of this Service Level Agreement.

**Priority**: the Priority given to an Incident on the basis of the Impact and Urgency thereof, in conformity with article 8 of this Service Level Agreement.

**Response Times**: the time that expires between the time at which the Client submits a report of an Incident in conformity with article 7 of this Service Level Agreement and the time at which Let's Get Digitalgives the first substantive response.

**Software**: all software that is delivered or made Available as part of the Services, which can include the system software, function software as well as application software.

**Service Level Agreement**: this service level agreement in which specific arrangements are made regarding the quality of the delivered Service and the applicable procedures and which forms an integral part of the Agreement concluded between Parties.

**Emergency Maintenance**: unforeseen maintenance work as a result of Incidents whereby, having regard to the Impact and Urgency of the Incident, immediate intervention by Let's Get Digital is required.

**Urgency**: the urgency of an Incident for the Client, which must be determined on the basis of the overview, as recorded in article 8 of this Service Level Agreement.

Working day(s): From Monday up to and including Friday.

**Workaround**: a temporary solution for an Incident whereby the cause of the Incident is not, or not entirely, removed, but whereby the consequences of the Incident for the Client are substantially limited.

Other concepts typed with a capital letter in this Service Level Agreement have the meanings described in the General Terms and Conditions.

## **Service Level Agreement**

#### 1. General

- 1.1. This Service Level Agreement relates to the Services set out below, which are delivered by *Let's Get Digital* to the Client on the basis of the Agreement.
- 1.2. The guarantees or obligations of result issued by *Let's Get Digital* in this Service Level Agreement will not apply if:
  - a. the Client or End Users implement(s) changes in, or execute(s) acts with regard to the Services, which are not permitted on the basis of the Agreement, the General Terms and Conditions, or other arrangements in writing between Parties;
  - b. the failure is the result of errors in, or problems with, Equipment, software, or materials of third parties, which are not part of the Services and/or the use of which is prescribed by the Client to *Let's Get Digital*;
  - c. the Client has not, not fully, or not in a timely manner, followed the reasonable advice or instructions given by *Let's Get Digital* with regard to the Services;
  - d. the failure relates to burden on the Services, which is higher than permitted on the basis of the Agreement, the General Terms and Conditions, or other arrangements in writing between Parties; or
  - e. if there is force majeure.
- 1.3. Although any guarantees or obligations of result of *Let's Get Digital* will lapse in the situations described in the previous subclause, *Let's Get Digital* will make endeavours to still assist the Client in the best possible way. However, any costs incurred in this context will be at the Client's expense and will be charged to the Client on the basis of subsequent calculation at the usual hourly rate of *Let's Get Digital*.

#### 2. Maintenance of the Services

- 2.1. *Let's Get Digital* will make endeavours to maintain the Services for the Client during the term of the Service Level Agreement.
- 2.2. The maintenance work can result in that the Services will temporarily not be Available, or only to a limited extent. *Let's Get Digital* will always coordinate the time at which the Planned Maintenance is executed in advance with the Client, for the limitation of the inconvenience caused by the work to be executed by *Let's Get Digital*. In derogation from further provisions of this Service Level Agreement, it is permitted to execute Planned Maintenance also without prior permission from the Client, if the work to be executed is not expected to result in any disruption or limitation of the Availability.
- 2.3. In derogation from further provisions of this Service Level Agreement, it is permitted to execute Emergency Maintenance also without prior permission from the Client, if this work cannot be postponed due to the Impact and Urgency. *Let's Get Digital* will make endeavours to inform the Client as soon as possible of the nature and expected duration of the work.
- 2.4. The Maintenance can result in that existing Functionalities are adjusted and/or become redundant. *Let's Get Digital* will inform the Client in a timely manner if there is an essential change in the Functionality.

### 3. Availability

3.1. The servers of *Let's Get Digital* are in the server park of TransIP at Schiphol (Amsterdam) and Digital Ocean (Amsterdam), the Netherlands. *Let's Get Digital* guarantees an uptime of 99.99% per month with regard to hosting. This means that the Client will never be down for longer than 4.5 minutes during one month.

- 3.2. The responsibility of the service provider with regard to the Availability, as defined in this Service Level Agreement, will not apply in the event of a breakdown if:
  - Planned Maintenance takes place (never planned during events);
  - a breakdown occurs as a result of a breakdown in the telecommunication infrastructure of third parties;
  - a breakdown is caused by a change requested by the Client;
  - a breakdown is caused by unauthorised changes made by an employee of the Client in the systems of *Let's Get Digital*;
  - force majeure.
- 3.3. The Availability is calculated by Let's Get Digital as follows:
  - 2. A = 100% \* [1-(t/T)]
  - 3. t = number of minutes of unavailability during one month (loss of services)

T = total number of minutes during one month

### 4. Back-ups

4.1. *Let's Get Digital* will, for the benefit of the Client, make a Back-up of the parts of the Services set out below.

Once every 4 hours a back-up is made of the Database and of an event environment. This concerns all data with regard to content that are filled in an event.

Once every 12 hours a back-up is made of the complete environments. This also concerns settings and extra matters outside the content.

- 4.2. Every 4 hours a Back-up is automatically made on the hard drive of another physical server. In addition, after every login the admin panel makes a Back-up within a time period of 60 minutes. In addition, an extra Back-up is made for the execution of some special (risk) acts. For example, the merging of accounts.
- 4.3. The Back-ups made by *Let's Get Digital* will be saved for three months after the date of the Event. Thereupon *Let's Get Digital* will be permitted to remove these. We save every Back-up from the first week in the past. This means at least 1 Back-up per 4 hours, as described above. We save 1 Back-up per 24 hours of the times that are more than one week ago.
- 4.4. Let's Get Digital will save the Back-up on another server than the server on which the original Data, Configurations, or Software, are saved, but will not be obliged to save the Back-up at another geographical location.
- 4.5. The Client can request that *Let's Get Digital* makes the data of the Back-up Available. If applicable, the Client and *Let's Get Digital* will make further arrangements regarding the recovery procedure to be used. If applicable, the invoicing for the recovery procedure by the service provider will take place on the basis of subsequent calculation. This will be stated in advance by *Let's Get Digital*.
- 4.6. In addition to the Back-up, every 5 minutes a standard replication will be made of the environments, which can take over the production environment during any breakdown, so that the Availability is further guaranteed.

#### 5. Helpdesk

5.1. The support for the Service is Available on the basis of the following parameters:

- Support by telephone and support by email is available during office hours: 9AM until 5PM (European/Amsterdam time) on Working Days.
- The emails received outside office hours will be collected, but no response whatsoever is guaranteed until the following Working Day.
- Assistance at location is guaranteed within 72 hours during Working Days.
- Remote online support at the start of a Let's Get Digital event; ninety minutes support at the start of a digital event with the aid of Let's Get Digital software. This is included in the standard licence.
- Extra costs will be charged if this 90 minutes support takes place outside office hours (9AM until 5PM (European/Amsterdam time) on Working Days).
- The availability of support staff of *Let's Get Digital* will be planned in accordance with the "first come, first serve" principle on the basis of the date of the signing of the contract.
- An emergency telephone number will be provided no later than 1 Working Day prior to the event. Support requests via this telephone number will have priority over other support requests.
- Call-outs received on this emergency telephone number outside office hours will be forwarded to an alternative mobile number. *Let's Get Digital* will make endeavours to respond to the call-out speedily.
- The availability of support by telephone or by email cannot be guaranteed on the Public Holidays recorded by the Dutch government.
- The service provider will deal with the support request on the basis of its own priority system. Requests for support are usually dealt with on the basis of Priority and the date of the event.
- 5.2. Let's Get Digital does not wish to set out a limit for the use of the support by telephone or by email. In addition, the service provider wishes to be capable of supporting all its clients and therefore it is expected from users that they use the support options to a normal extent. In the event of excessive use or misuse, action will be taken on the basis thereof.

#### 6. Requests for changes

- 6.1. The Client can submit a request to *Let's Get Digital* for making a change in the Services. The Client can submit such requests to the helpdesk during the Opening Hours. The contact details of the helpdesk can be found in Appendix 1.
- 6.2. The actual time necessary for implementing the request for change will also depend on the nature of the request and can therefore differ from case to case. Parties will coordinate in consultation within which period (and if necessary at what time) the request for change will be implemented.

#### 7. Reporting Incidents

- 7.1. If the Client notices an Incident during the use of the Services, the Client will submit a report regarding this to the helpdesk, with due regard to the starting points below:
  - a. **During Opening Hours:** the Incidents, which in the opinion of the Client fall under the Critical Priority or High Priority, must be reported by telephone. Incidents, which in the opinion of the Client fall under the Average Priority or lower, can also be submitted to the helpdesk via another means of communication set out in article 5.

- b. **Outside Opening Hours:** only Incidents, which in the opinion of the Client fall under the Critical Priority, can be reported. The reports must be made via the emergency number as provided prior to the event.
- 7.2. When reporting an Incident, the Client must in any event pass on the information below to Let's Get Digital:
  - a. the company name;
  - b. the client number;
  - c. the name of the contact person for further follow-up of the Incident;
  - d. the current contact details of the contact person concerned;
  - e. a full and clear description of the Incident;
  - f. a description of any steps already taken by the Client.
- 7.3. The Client guarantees that the submitted report is correct and complete. If this is not the case, Let's Get Digital may not be able to respond to the Incident concerned in a timely manner and/or to remedy the Incident concerned.
- 7.4. The Client will provide *Let's Get Digital* with all reasonable cooperation, which is necessary in the context of the inspection and dealing with the report submitted by the Client. This means inter alia, but not exclusively, that the Client will provide *Let's Get Digital* with all information and access to the locations, services, or accounts under the Client's management insofar as this is necessary for dealing with the Incident. *Let's Get Digital* can suspend the dealing with the report if the Client does not provide the cooperation required in all reasonableness.

#### 8. Dealing with Incidents

8.1. An employee of *Let's Get Digital* will assess the Incident reported by the Client as soon as possible to subsequently record the Priority. The Priority will be determined on the basis of the Impact and Urgency of the Incident. The Urgency will be recorded in conformity with the overview below with the aid of the information provided by the Client.

Days until the event	The full application is Unavailable or general services do not function	An important function is Unavailable and/or a large bug in the software, general services do not function	A less important function is Unavailable and/or a small bug in the software, general services do not function
7 or more days	High	Low	Low
1-7 days	High	Average	Low
1 day before until 1 day after the event	Critical	Critical	High
2 or more days after the event	High	Average	Low

8.2. If the Client does not agree to the Priority given by *Let's Get Digital* to the Incident, the Client must report this promptly to the helpdesk, following which the matter will be escalated to management level to find a suitable solution. In that case Parties will make utmost endeavours to reach agreement regarding the Priority of the Incident concerned.

8.3. *Let's Get Digital* will endeavour, depending on the Priority given to the Incident, to achieve the Response Time and resolution time below.

Priority	Response Time during available hours <sup>1</sup>	Resolution time during working hours <sup>2</sup>
1 (Critical)	0-4 hours <sup>3</sup>	0-4 hours <sup>4</sup>
2 (High)	4 hours	8 hours
3 (Average)	8 hours	2 working days
4 (Low)	2 working days	5 working days

- 8.4. The service provider must receive a critical service request via the telephone number provided to the client prior to the event. In this manner we can respond as quickly as possible to these requests.
- 8.5. The available hours are between 8AM and 6PM, Monday up to and including Friday (European/Amsterdam time), excluding all Public Holidays issued by the Dutch government.
- 8.6. The working hours are between 9AM and 5PM, Monday up to and including Friday (European/Amsterdam time), with the exception of all Public Holidays issued by the Dutch government.
- 8.7. Let's Get Digital will endeavour to inform the Client at regular intervals while solving an Incident regarding the progress and the expected duration of the further dealing with the Incident.
- 8.8. After the Incident has been resolved, *Let's Get Digital* will make endeavours to inform the Client as soon as possible of the apparent cause of the Incident and the manner in which the Incident has been resolved.

## 9. Concluding provisions

- 9.1. The law of the Netherlands applies to this Service Level Agreement.
- 9.2. Any disputes ensuing from the Service Level Agreement will be submitted to the Dutch court in the location where *Let's Get Digital* is established.
- 9.3. If a provision ensuing from the Service Level Agreement appears to be null and void or voidable, or is otherwise declared void, the remainder of the Service Level Agreement will remain unimpaired. In such a case Parties will record a new provision in consultation, which provision will, insofar as possible by law, approach the original provision as closely as possible with regard to its nature and meaning and effect.
- 9.4. If Let's Get Digital does not achieve one or more of the obligations of result included in this Service Level Agreement, or guarantees, for at least three consecutive months, the Client will have the right to terminate the Agreement and this accompanying Service Level Agreement, unless the failure, having regard to its special nature or minor significance, does not justify the termination. The right of the Client to termination is excluded for the remainder.

<sup>&</sup>lt;sup>1</sup> See article 8.5.

<sup>&</sup>lt;sup>2</sup> See article 8.6.

<sup>&</sup>lt;sup>3</sup> See article 8.4.

<sup>&</sup>lt;sup>4</sup> See article 8.4.

# Appendix 1 | Contact details Let's Get Digital

## **General contact details of** Let's Get Digital

Description	Contact details
Company name	Let's Get Digital
Address	Atoomweg 2H
	9743AK, Groningen
Telephone number	+31 50 211 3693
Email address	support@letsgetdigital.io

## Contact details of the helpdesk of Let's Get Digital

Description	Contact details
Telephone number	+31 50 211 3693
Email address	support@letsgetdigital.io

# **Appendix 2 | Security measures**

*Let's Get Digital* has in any event taken the security measures described below with regard to the Services:

Subject	Measures taken
Internal policy	Let's Get Digital has taken suitable measures to ensure that the (personal) data is processed in accordance with the instructions of the controller for the processing. This is achieved by means of:  - Binding policy and procedures for the employees of Let's Get Digital, with the proviso of inspection and approval by the controller for the processing.
External policy	Let's Get Digital will be responsible for ensuring that, if security measures are taken via external entities, this will be provided with a description in writing of the executed activities, which will guarantee that the measures taken are in accordance with this document. Let's Get Digital implements further suitable measures to inspect its systems administrators and to ensure that they act in accordance with the instructions received. This is achieved by means of:  - Individual appointment of systems administrators;
	<ul> <li>Recording suitable measures for the registration of the access logbooks of the systems administrators and to save these securely, precisely and unaltered for at least six months;</li> <li>Annual audits of the activity of the systems administrators for the</li> </ul>
	assessment of compliance with the assigned duties, the instructions received by the importer and the applicable legislation; and  - Keeping an updated list with the identification details of the systems administrators (for example, name, surname, function, or organisation area) and assigned duties up to date;
	<ul> <li>Disaster recovery plans and business continuity plans;</li> <li>Conducting regular inspections of all implemented security measures described in this, at least every six months;</li> </ul>
	<ul> <li>Only reusing back-up tapes if the information included earlier is incomprehensible and cannot be reproduced with technical resources; other removable media will be destroyed or made unusable if these are not used;</li> </ul>
	<ul> <li>Registration of every detected security incident, in addition to the procedures followed for data recovery and the identification of the person who has executed this;</li> <li>Firewalls, antivirus solutions.</li> </ul>
Confidentiality	The employees of <i>Let's Get Digital</i> are bound by confidentiality of all matters that they see within the environments of <i>Let's Get Digital</i> . In addition, the employees of <i>Let's Get Digital</i> only get access to the data for 24 hours.
Access security	Let's Get Digital has taken suitable measures for the prevention of unauthorised persons acquiring access to the data processing equipment that process the personal data. This is achieved by means of the following measures:  - Protection and limitation of access measures;

- Recorded access authorisation for personnel and third parties, including the accompanying documentation; - Rules and restrictions for key cards; - Registration, monitoring and tracing of all access to the data centre where the personal data is hosted; - Security of the data centre where personal data is hosted by means of a security alarm system, in addition to other suitable security measures. **Authentication** Let's Get Digital has taken suitable measures for the prevention of unauthorised persons using/integrating its data protection systems. This is achieved by means of the following: - Issuing individual log-in to users; passwords must meet the limitations in length, complexity, obsolescence and history; - Identification of the terminal and/or the terminal user to the systems of the supplier; - Automatic switching off of the user's ID at the entering of several incorrect passwords, logbook filing of incidents (safeguarding entry attempts); - Dedication of individual terminals and/or terminal users, identification features that are exclusive for specific functions; - Compliance with the personnel policy with regard to the rights of access of each staff member to personal data (if applicable), informing the personnel of their obligations and the consequences of any breach of such obligations, to ensure that the personnel only has access to personal data and resources that are necessary for the performance of his or her function and the training of the personnel with regard to the applicable duties and obligations in the field of the protection of privacy. Authorisation Let's Get Digital has undertaken that the persons who are entitled to use its data processing systems will only have access to the data within the context of, and to the extent of, their respective rights of access (authorisation) and that personal data cannot be read, copied, altered, or removed without authorisation. This is achieved by means of the following: - Granting minimum rights of access to the employees of Let's Get Digital, depending on the requirements for their functions; - Compliance with the personnel policy with regard to the rights of access of each staff member to the personal data; - Allocation of individual terminals and/or terminal users and identification features that are exclusive for specific functions; - Monitoring capacity with regard to the persons who remove, add, or alter personal data and at least annual monitoring and updating of the authorisation profiles; - Data is only released to authorised persons; - Policy rules for saving backup copies; - Use of the most recent cryptography technologies. Separation of processing for Let's Get Digital has implemented measures to ensure that the data that various objectives is collected for various objectives will be separately processed. This is achieved by means of the following measures: - A strict logical or physical separation between personal data and other personal information is arranged, for which data Let's Get Digital is a controller or a processor; - (Personal) data that is received from various clients is processed separately;

- The separation of access to data by means of application security for the correct users; - Separation of the data that is used for various objectives by means of modules within the Let's Get Digital database, i.e. on the basis of functionality and function; - Storage of data in various areas (at database level), separated per module or function that they support; - Designs of interfaces, batch processes and reports only for specific objectives and functions, so that the data that is collected for specific objectives is processed separately. Let's Get Digital takes suitable measures to ensure that Let's Get Digital Integrity during entering can inspect and record whether and by whom personal data is entered or removed in the data processing systems. This is achieved by means of the following: - An authorisation policy for entering data in the storage, as well as for reading, altering and removing the saved data; - Registration of entering, altering and removing of personal data in the data processing systems; management of document management systems; - Authentication of the authorised personnel; individual authentication data such as user's ID which, once allocated, cannot be allocated to another person (also not afterwards); - Protective measures for entering data in the storage, as well as for reading, altering and removing the saved data; - Use of user codes (passwords) of at least eight characters, or the maximum permitted number, and change of the system at the first use and thereafter at least every 90 days in the event of processing of sensitive data; - Following a policy whereby all employees of Let's Get Digital, who have access to the (personal) data for which Let's Get Digital is the controller for the processing, must reset their passwords at least once every 180 days; - Ensuring that the access to the data processing facilities (the spaces where the computer equipment and related equipment is accommodated) can be locked; Let's Get Digital takes suitable measures for the prevention of Integrity during transfer unauthorised persons reading, copying, altering or removing the personal data during the transfer or the transport of the data carriers. This is achieved by means of the following: - The use of suitability firewall and encryption technologies; - Registration and inspection of all data transfers insofar as possible; - Safeguarding the completeness and accuracy of the data transfer (endto-end inspection); Measures for availability Let's Get Digital will take suitable measures to ensure that personal data is protected against unintentional destruction or loss. This is achieved by means of the following: - Infrastructure redundancy to ensure that the access to the data is recovered within seven days and that a back-up is made at least weekly; - Conducting regular inspections of all implemented security measures described herein, at least every six months; - Only reusing back-up tapes if the information included earlier is incomprehensible and cannot be reproduced with technical resources;

Recovery	other removable media will be destroyed or made unusable if these are not used;  - Registration of every detected security incident, in addition to the procedures followed for data recovery and the identification of the person who has executed this;  - Firewalls, antivirus solutions.  Let's Get Digital has taken the following measures to be able to execute
,	recovery as quickly as possible in the event of an incident.  - Infrastructure redundancy;  - Disaster recovery;  - Back-up databases.
Auditing	The following measures are taken by Let's Get Digital so that the process for regular testing, assessment and evaluation of the effectiveness of the technical and organisational measures is safeguarded:  - The implementation of suitable management of the data protection in its organisation;  - Conducting regular audits. These audits are conducted upon the request from clients and otherwise at least once per calendar year.  - Let's Get Digital has an in-house audit plan.
Recovery in the event of incidents	Let's Get Digital takes the following measures to ensure that it can recover the access to personal data as quickly as possible in the event of a physical or technical incident.  - The recovery in a timely manner of the availability of and access to the personal data in the event of a physical or technical incident. Let's Get Digital tries to recover this at the times stated in this document!  - The implementation of suitable incident management, so that all incidents are prevented as much as possible and if these do take place, so that these will be of as short a duration as possible.