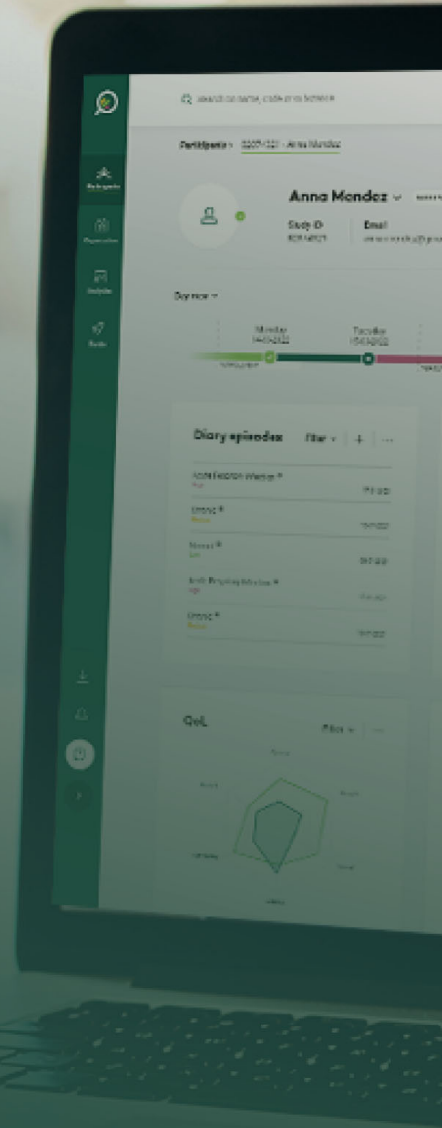


## Annex 1

# SERVICE LEVEL AGREEMENT



**Increase participant retention**



**Improve study team efficiency**



**Build a base of reliable data**

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## 1. Document information

This Service Level Agreement (hereinafter 'SLA') is a supplement to and forms an inseparable part of the general terms and conditions of Your Research B.V. Your Research B.V. is responsible for the (version) management of this document.

### 1.1. Version control

Version	Date	Author	Comment
1.0	08-02-2022	Peter Tanghe	Standard SLA
1.1	16-03-2023	Peter Tanghe	Change 3.2.5.

### 1.2. Definitions, terms, and abbreviations

Accessibility	The accessibility shows how and within which period(s) the service desk can be reached.
Availability	This is the guaranteed availability of the Software except for the planned downtime.
Cloud service	The SaaS applications provided by Your Research B.V.
Escalation	In the event of an escalation, a vertical appeal is made to the organization, because the authority to make a necessary decision is not present. This definition should not be confused with the Ticket Priority Escalation as stated in the relevant chapter.
Planned downtime	The time that the system or functionality is unavailable due to scheduled maintenance actions.
Client	Party that has signed an agreement with Your Research
Priority	The relative valuation of an activity in relation to other activities.
Production	The hardware on which the Software is made available includes the OS and the necessary database and network. A test or acceptance environment is not included.
Response time	The time it takes for the first feedback to be given on the status of a Ticket.
Service window	The period within which Your Research B.V. provides the services described in this SLA.
Software	The software purchased by the Customer as specified in the Agreement including all changes thereto. The Software is also referred to as the application.
Support Desk	The point for daily contact at Your Research B.V. for providing support on the Software to the Customer.
Ticket	A report or request that is submitted in the electronic support system of Your Research B.V.
Workday	Monday to Friday from 08:00 to 17:00 CET.
Working hours	Hours during a Working Day (also known as office hours).
Change	Any addition, change, or deletion to the Software.
Workaround	A method indicated by Your Research B.V. to avoid or circumvent the consequences of a problem as much as reasonably possible, without releasing a patch for this, so that the use of the Software by the Customer needs to be interrupted as little as possible.

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## **2. Purpose and subject**

### **2.1. Purpose and background Service Level Agreement (SLA)**

This SLA describes the services (Services) purchased by the CLIENT and provided by Your Research B.V. belonging to the Software and defines the level (Level) of the services. The purpose of this SLA is to make binding agreements about the provision of services and the mutual responsibilities that result from this.

The described service levels are important for the CLIENT with a view to the quality of its care processes and information provision. The corresponding standard is displayed per service level.

### **2.2. Starting point**

The Software supplied by Your Research B.V. has a high availability and meets the requirements set by the CLIENT to a large extent. The services described in this SLA only relate to the Software offered by Your Research B.V. A condition for the provision of the services is that the agreements and procedures between the CLIENT and Your Research B.V. are complied with.

### **2.3. Duration and effective date**

This SLA starts at the moment that the application has been put into use by the CLIENT in accordance with the Agreement and ends as soon as the Agreement comes to an end.

### **2.4. Subject**

This SLA relates to the Software as specified in the Agreement.

### **2.5. Escalation procedure**

In the event, and only then, that the regular procedures and/or agreements, as described in this document, do not lead to the desired result, either party may decide to bring an issue to the attention of the upper management level.

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## 2.6. Invoicing

Invoices are sent to the CLIENT at the address specified in the Agreement.

Each invoice shall state:

- Date and description of services provided;
- Period to which the invoice relates;
- Name of the contact person of the CLIENT.

Invoicing takes place annually prior to the relevant term unless otherwise stated in the Agreement.

Amounts for the services to be provided are specified in the Agreement.

Amounts for the additional services to be provided are specified per additional service. A Statement Of Work (SOW) will be used for this. Invoicing of SOWs takes place monthly in arrears unless otherwise agreed.

## 2.7. Changes to the SLA

Changes to the SLA are only possible if they are approved in writing by the authorized persons of the CLIENT and Your Research B.V. Both The CLIENT and Your Research B.V. can take the initiative to change this SLA. An SLA amended by the parties will only take effect after mutual written approval. If a desired change entails financial consequences, Your Research B.V. will issue an offer for this in advance.

If changes are made, the following will be used in the latest version of the SLA: information is displayed:

- Date of change
- New version number
- Authors
- Nature of the amendment

## 2.8. Related documents

This SLA relates to the following documents:

- Agreement between the CLIENT and Your Research B.V.

In the event of a conflict or incompatibility between the provisions of this SLA and the Agreement, the terms of the Agreement shall prevail to the extent that the inconsistency or incompatibility stretches.

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### 3. Level of service

#### 3.1. Service overview

The following services are included in this SLA.

Paragraph	Service
3.2.1 to 3.2.4	Technical application management
3.2.3	Making backups (and restore in case of calamities)
3.2.5	Monitoring
3.4	Support desk, second-line, and third-line support
3.5, 3.6	Installation of patches, service packs, and new releases (according to the application's release policy)

#### 3.2. Hosting services

This section describes the hosting services and technical application management.

##### 3.2.1. Hosting description

Your Research B.V. provides hosting services through a third party. This service is subject to the Service Levels as defined in this SLA. Hosting the application is hosted by Microsoft Azure, a business internet service provider.

##### 3.2.2. Management activities

Proactive and preventive technical management activities are carried out that are necessary to ensure the stability of the application, database, OS, and hardware. Examples include:

- Regular analysis of technical logs
- Regular checking of relevant security settings
- Cleaning system tables and/or files
- Follow-up on monitoring alerts

##### 3.2.3. Included hosting services

The following things are included in the hosting service.

- 24 x 7-hour access to the application;
- Hosting of a Production Environment;
- Daily backup of software and data;
- Production data is stored redundantly and replicated across 2 data centers;
- Troubleshooting all hardware, OS, and database-related technical failures;
- Installation of relevant hardware, OS, database, and application updates and patches.

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### 3.2.4. Availability Production environment

"Unavailable" means that there is no access to the Production Environment. This relates to hardware, OS and database-related technical failures.

The availability of the Production environment is calculated as follows:

$$\frac{((\text{Number of minutes of office time* per year}) - (\text{Number of minutes of office time* total downtime of the Production Environment}))}{\text{Number of minutes per year}} \times 100\%$$

\*Office hours are based on Dutch time and between 8.00-17.00

The number of minutes of downtime is determined by the moment the failure starts up to the moment the malfunction is resolved. The moment at which the malfunction starts or has been remedied is determined on the basis of monitoring or otherwise on the basis of notification from the CLIENT.

The standard for this availability is: 99%, measured over the period of 1 year.

In the event of non-achievement of the service levels, a conditional discount of [20%] applies to the pro rata monthly hosting fee paid by Your Research to its hosting provider who will credit the Supplier within 30 days after the end of each monthly reporting period.

Calculation of availability as formulated in this SLA does not apply to failures if:

- planned work is carried out;
- the failure occurs as a result of failure in the telecommunications or power infrastructure of third parties (other than the hosting provider);
- an outage is caused by the fact that during planned and agreed on maintenance the CLIENT is not available to accept the change;
- a failure caused by malfunctions or incorrect configuration of the CLIENT's device;
- an outage caused by unauthorized changes by personnel of the CLIENT;
- an outage is caused by circumstances at the location of the CLIENT (such as power supply, climate, housing, shutdown, or absence of sufficient and competent personnel at the CLIENT); or
- force majeure (such as electrical or internet failures, natural disasters, war, terrorism).

Malfunctions can be reported to the Support Desk via the usual channels during office hours (see section Support in this chapter). Outside office hours this is possible via the support system of Your Research B.V., accessible via the support website or by email [support@yourresearch.com](mailto:support@yourresearch.com).

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### **3.2.5. Consequences of unavailability**

In the event that Your Research B.V. does not achieve the availability, the fee for the Your Research will be credited as follows at the written request of the Client (within 14 days after the Failure): for each day or part of a day that the YR Software was available for less than the guaranteed availability, 1/30th of the amount payable monthly by the Client under the Agreement in respect of which the availability is guaranteed will be credited. The foregoing is the sole and exclusive remedy of the Client. In addition to this, the CLIENT cannot claim any (additional) compensation.

### **3.2.6. Monitoring**

The application and underlying infrastructure are continuously monitored by means of monitoring, to prevent malfunctions or to detect malfunctions at an early stage. Signaling is done to the service center of the hosting provider and/or to the Your Research B.V. hosting team.

Monitoring is carried out with specialized monitoring tools. Your Research B.V. reserves the right to replace these tools if, in the opinion of Your Research B.V., this is necessary to achieve the intended service levels.

### **3.3. Maintenance window**

Your Research B.V. will be able to temporarily put the Cloud Service out of use for, among other things, maintenance, adjustment, or improvement of the computer systems of Your Research. Your Research will always have such decommissioning take place outside office hours and will inform the CLIENT in good time in advance of the planned decommissioning, except that Your Research and CLIENT can, in consultation and with the prior written approval of the CLIENT, plan the necessary major maintenance during Office Hours (Monday to Friday from 08:00 to 17:00 CET, Dutch holidays excepted). Any pre-agreed decommissioning of the Cloud service during Office Hours cannot be regarded as a shortcoming on the part of Your Research in the fulfillment of its obligation to be available of 99% per month.

### **3.4. Support**

The Support Desk can be reached by phone at 085 004 3969 and by email [support@yourresearch.com](mailto:support@yourresearch.com) from 9:00 AM to 5:00 PM CET on Working Days. Outside these hours, the Support Desk can only be reached by email. Email sent outside working hours will be processed on the next Working Day. The helpdesk supports questions in words and writing in English and Dutch.

Support opening times and languages can be extended on request. An additional service fee will apply.

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Notifications are organized by priority as follows.

Category Impact	Definition
<b>Critical (C)*</b>	<ul style="list-style-type: none"> <li>Your Research Portal, Your Research Studio, and/or Your Research App are/are not available and the estimated time for recovery is unknown or extremely long;</li> <li>Personal data and/or confidential information of participants/customers is available without this being the intention of Your Research ('data breach');</li> <li>Source code of Your Research is available without this being the intention of Your Research.</li> </ul>
<b>High (H)</b>	<ul style="list-style-type: none"> <li>Relatively many staff have been affected by the incident and/or can no longer do their job. Several departments have been hit.</li> <li>Participants/customers have been hit and/or suffer damage, in any way whatsoever, as a result of the incident. Personal data has been compromised.</li> <li>The financial impact of the incident is (for example) higher than € 20,000,-.</li> <li>The incident leads to a significant risk of serious adverse consequences or has serious adverse consequences for the protection of personal data. When assessing the impact of the data breach, the following are important: the nature and extent of the data breach, the nature of the leaked personal data, the extent to which technological protection measures have been taken, the consequences for the privacy of the affected persons, there is reputational damage, the newspaper is taken, there are physically injured people.</li> </ul>
<b>Medium (M)</b>	<ul style="list-style-type: none"> <li>Some staff have been affected by the incident and/or can no longer do their work, for example, a department.</li> <li>Participants/customers of Your Research have been hit and/or suffer damage, in any way whatsoever, as a result of the incident. Personal data has been compromised.</li> <li>The financial impact of the incident is (for example) higher than €1,000 and lower than €20,000,-.</li> <li>There is a chance of reputational damage.</li> </ul>
<b>Low (L)</b>	<ul style="list-style-type: none"> <li>Some staff members have been affected by the incident and/or are no longer able to do their job.</li> <li>Participants/customers of Your Research have been hit and/or suffer damage, but this is very minimal. Personal data has been compromised.</li> <li>The financial impact of the incident is (for example) lower than €1,000.</li> <li>There is no chance of reputational damage.</li> </ul>

\*Reports with Priority "Critical" are reported by the CLIENT to the Support Desk by telephone in addition to notification via email.

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The priority of the incidents is obtained by comparing urgency and impact. Your Research uses the following matrices:

		Impact		
		High	Middle	Low
Urgency	High	1	2	3
	Middle	2	3	4
	Low	3	4	5

After this, the Response times per Priority are displayed as agreed in this SLA.

Code/color	Definition	Responsiveness	Solution time
1	Critical	1 hour	1 hour
2	High	4 hours	4 hours
3	Medium	16 hours	16 hours
4	Low	40 hours	40 hours

Your Research B.V. will provide the CLIENT with initial feedback on the status of a Ticket within the mentioned Response Times, on the understanding that the indicated Response Times will be realized for at least 90% of the reported reports. After Your Research has responded, the solution time starts.

In the event of reports with Priority critical and high, the CLIENT will be informed by Your Research B.V. about the progress of the treatment via email and, if necessary, also by telephone.

### 3.5. Platform Release Policy

Maintenance on the Platform is provided in relation to versions of this Platform supported by Your Research B.V. By means of a prior notice, the CLIENT will be informed electronically at least 24 hours before the start of the maintenance.

### 3.6. Software updates

Your Research B.V. performs updates to the Software in the Production environment with regard to patches, service packs and releases. Updates are carried out outside of office hours as much as possible. If updates in the Production Environment are carried out during office hours, the CLIENT will be informed of this by e-mail.

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#### **4. Security and privacy**

CLIENT's client is the controller of the research data and as such is ultimately responsible and liable for adequate security of and confidential handling of this data. CLIENT and Your Research have the obligation to comply with the applicable laws and regulations.

Your Research B.V. makes every effort to enable the CLIENT and CLIENT's client to comply with the aforementioned obligation by implementing its information security policy and the procedures used.

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