otherside at work

for happy professionals

SERVICE LEVEL AGREEMENT
XPERT SUITE

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VERSION	5.11
STATUS	Final
DATE	8 November 2022
CLASSIFICATION	Public

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technology

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GENERAL

1.1 LEGAL LINK WITH AGREEMENT & CHANGE MANAGEMENT SLA

Client and Otherside have entered into an Agreement for the service and its provision. The Agreement is guiding between the Parties involved and this Service Level Agreement (SLA) is an elaboration of the support and maintenance element within the framework of the Xpert Suite Software and Services that are offered as a Software as a Service (SaaS) solution.

The commencement date of the SLA is the go-live date of the software. The obligations in this SLA cease to apply when the Agreement between Client and Otherside is terminated.

1.2 SCOPE OF THE SERVICES

Parties aim for a long-term relationship regarding the development of occupational health & absenteeism processes using the SaaS solution Xpert Suite. The services agreed in connection with that relationship concern the operation of Xpert Suite, the provision and performance of support and maintenance, including the further development of Xpert Suite, and the related activities as set out in the Agreement and this SLA. These services are provided at the Service Level agreed upon in this SLA. The SaaS solution Xpert Suite consists of the following services:

- Operation:
    - Continuity, capacity & availability management;
- Service desk; Xpert Desk: support of Client's application management:
    - Incident management;
    - Change management;
- Strategic release development:
- Version control and deployment:
    - Release management.

In addition to the services delivered by the Xpert Desk, Otherside can also deliver services for first line support and functional management under direction of the Client. These additional services could be agreed by signing an addendum called Functional Application Management. A fixed capacity per month is assigned to the Client and is carried out by professionals from Otherside who have been trained for this purpose and who have the skills to carry out the tasks described in the addendum. First line support and functional management are not subject to the SLA.

1.3 SERVICE DESK; XPERT DESK

The functional application manager of the Client carries out first-line service desk activities for the Client's users. Only the functional application managers and selected key users of the Client (Super Users in Xpert Suite) can present functional and technical questions about the operation of Xpert Suite to the service desk of Otherside; **Xpert Desk**. Questions and faults will be dealt with in accordance with the response and resolution times laid down in this SLA. The Xpert Desk of Otherside can be reached during the opening hours specified in the SLA. The Client does not have to pay any extra costs for consulting Otherside's Xpert Desk (this is included in the software rate), unless stated otherwise.

The Xpert Desk of Otherside registers, monitors and reports on the handling of incidents and changes. As of the commencement date of the agreement, Otherside will give the "Xpert Suite Super Users" of the Client access to the service management application of Otherside, so that the authorised officers of the Client can register the incidents and

changes there directly, following which Otherside will process and monitor the incidents and changes in accordance with the agreed Service Levels.

1.3.1   ACCESSIBILITY

Functional Questions, Service Questions (e.g. request for repair actions, database copy requests, etc.), , Product Suggestions, Bugs and Malfunctions can be submitted:

- via the service management application of Otherside (recommended for incidents with priority 3 and 2 and changes):

As Super User access via Xpert Suite application	

- by email:

24 hours / 7 days a week	xpertdesk@othersideatwork.nl

- by telephone (recommended for tickets with priority 1):

During office hours Monday to Friday 8.30 - 17.30h	+31 73 6159999

- by priority email (only for tickets with priority 1), on call engineer will react within an hour:

Outside office hours and public holidays	storingen@othersideatwork.freshdesk.com

1.4   DATA & SECURITY

Otherside's security approach is available upon request. It describes, among other things, the following topics:

- Security of information;
- Logical and physical access security;
- Management, connections and infrastructure;
- Monitoring and improvement of security measures and security incidents;
- Software development and information security;
- Backup & restore procedures;
- Retention periods and destruction.

Please email customersuccess@othersideatwork.nl to receive the required information.

1.5   EXIT PROCEDURE

If the agreement between Otherside and the Client is terminated in the usual manner and if the Client has fulfilled all its obligations towards Otherside, Otherside will place the data once-only in a backup file for an MS SQL server database, which can be read back into the Client's MS SQL server. This is done free of charge.

It is also possible for the Client to receive an export in Excel or RTF formats. The following data is supplied in Excel format:

- Organizational data;

- Employee data;

- Absence history;

- Form fields (data entered in screens);

- Tasks, notes, instructions and contact moments (running, executed).

The documents from the Xpert Suite are delivered in RTF, split into medical and non-medical. The uploaded documents are delivered in the format as uploaded. The costs (based on 2020 rates, ask for the actual rates upfront) for these exports are per export:

- € 861 excl. VAT for the document export;

- € 574 excl. VAT for the Excel export.

The process for this request is as follows:
- Client requests the data in writing or by email from the Client's Customer Success Manager of Otherside. This request states the reference date on which the data must be delivered and whether multiple deliveries (e.g. 1 trial delivery on date X and 1 final delivery on date Y) or one delivery must take place;
- The Customer Success Manager of Otherside confirms receipt of the request and the execution in accordance with the request and the associated conditions as included in this exit plan. Based on mutual discussion, this written confirmation will state how the data will be delivered and to which authorised person (by SFTP, by secure DVD, etc.);
- The data are delivered to the Client's contact person on the agreed date and by means of the stated method;
- The data are checked by the Client and, if approved, a written discharge by the contact person of Client is given to the Customer Success Manager of Otherside;
- Otherside will store and keep available all Client files and data up to 60 days after the agreement has been terminated by giving notice of termination or as a result of annulment so that the Client (or the third party designated by the Client) can retrieve or destroy its files and data. After expiry of that period, Otherside will delete the files and data unless the Client requests Otherside in Writing to keep the files and data for an additional period to be determined at such time in more detail by the Client. Partial deletion of data in the backup environment isn't possible. After destruction of data on the production environment, the data is only available in the backups for 6 months.

1.6 CONSULTATION STRUCTURE AND SLA REPORTING

Client will on its request receive the service report from Otherside over the past calendar quarter. The SLA report describes as a minimum:
- An overview of the number of registered tickets in the past quarter by type of incident:
  - Functional Questions;
  - Bugs;
  - Malfunctions;
- An overview of the number of registered tickets in the past quarter by type of change:
  - Service Requests;
  - Product Suggestions;
- An overview of the number of closed tickets per type of incident with a maximum historical period of 6 months;

- An overview of the number of tickets by status:
    - That are being handled by Otherside;
    - That are being parked outside Otherside;
- An overview of the incidents in the past quarter;
    - Which % of the Bugs were fixed on time and which % were not fixed on time;
    - Which % of the Malfunctions have been responded to timely and which % have not been responded to timely;
    - Which % of the Malfunctions were resolved in time and which % were not resolved in time;
- The availability for the Xpert Suite in the past quarter.

If the agreed Service Level is not met, or if there are other points of attention in the provided service, the following escalation model applies:

ESCALATION LEVEL	CONTACT PERSON CLIENT	CONTACT PERSON OTHERSIDE
LEVEL 1	Functional application manager	Employee Xpert Desk
LEVEL 2	Coordinator functional application management / service level manager / IT manager	Customer Success Manager
LEVEL 3	Contract owner	Customer Success Manager
LEVEL 4	Management board	Manager Customer Operations

By default, Otherside suggests the following consultation structure:

2 x per annum:	Service Level Consultation (Customer Success Manager, Client)
1 x per quarter:	Business Account consultation (Client)
1 x per annum:	Strategic consultation (management board and Customer Success Manager, Client)

A definitive consultation structure will be set up in consultation with the Client.

2   CONTINUITY, CAPACITY & AVAILABILITY MANAGEMENT

2.1   HOSTING

The Xpert Suite is hosted in a physical certified data centre of Dataplace in Alblasserdam (www.dataplace.eu). For redundancy backups are also stored in a separate physical data centre of EUNetworks in Amsterdam (www.eunetworks.com). Otherside guarantees a 99.6% availability of the Xpert Suite and that all data is processed within the EU/EEA. The hosting also includes:

- Making the application available and access to the database on an internet server;
- Security of the data in the database (backup and firewall protection);
- Management and maintenance of hardware and software;
- The management and maintenance of Xpert Suite (keeping the functionality up to date, particularly as regards laws and regulations relating to absence).

2.2   CONTINUITY AND ESCROW

If Otherside at Work is unlikely to be in a situation of suspension or bankruptcy, then the hosting of the Xpert Suite is secured for 6 months by Escrow4All. Escrow4All has made separate agreements with ProServe.

Otherside realizes that under certain circumstances - and solely for the purpose of ensuring the continuity of the Software - the Client may wish to have the source code of the Software at its disposal. In this context, Otherside has deposited the source code of the Software with a specialised escrow agency. This deposit is renewed as soon as there are any significant changes to the Software. The agreement with the escrow agency includes a third-party clause for the benefit of the Client, which provides, put briefly, that the escrow agency may issue the source code to the Client in the event of discontinuity of the Software, subject to further conditions. The Client can join the escrow agreement concerned as a beneficiary.

Subject to the condition that the source code has been issued in accordance with the agreement between Otherside and the escrow agency, Otherside grants the Client a right to use the Software for its own use and to adapt the Software for the purpose of maintenance and further development. This conditional right of use shall under no circumstances include the right to exploit the Software other than for its own use and that of its end users.

Client can register as an Escrow beneficiary. A registration form has been added to the annex to this SLA.

2.3   AVAILABILITY

Otherside guarantees the following availability for the Xpert Suite:

AVAILABILITY[1]
99.6%

1   Otherside will make the delivered Xpert Suite service as described in the Agreement available for seven times twenty-four hours (7*24) per week;

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[1] This concerns the availability of the entire SaaS solution Xpert Suite.

2	Otherside guarantees an availability of 99.6% with respect to the delivered SaaS solution Xpert Suite as described in more detail in the Agreement. The above-mentioned availability is measured and calculated over the period of one (1) calendar quarter. Otherside undertakes to comply with the service level chosen by the Client as described in this SLA;

3	Up to the Public Internet, Otherside guarantees an availability of 99.6% 7*24 hours on a quarterly basis. Otherside does not guarantee that communications via the internet are always possible, that a connection can be made at all times with another machine that is connected to the internet, or that the service Xpert Suite can always be accessed via the internet. The demarcation point is the outermost point on Otherside's firewall with the public Internet. If there's a problem on Otherside's side of the demarcation point, it's Otherside's responsibility to solve it;

4	The availability guarantee takes effect the moment that the Xpert Suite service has been delivered to the Client in operational state;

5	The Client must report any Malfunctions concerning the Xpert Suite service as soon as possible by telephone or electronic means to the Xpert Desk;

6	The period of "unavailability" commences at the moment that the Client reports and/or Otherside discovers that the Xpert Suite service no longer functions in accordance with the specifications agreed between the parties as stated in this SLA;

7	The period of "unavailability" ends the moment that Otherside notifies the Client that the Xpert Suite service is functioning again in accordance with the specifications agreed between the parties as stated in this SLA;

8	The Availability (A) is calculated as follows:

a	A: $((Nt - Dt)/Nt) \times 100\%$;

b	Nt: Time period during which the Equipment and/or Software must be available;

c	Dt: Time period that the service is not available (time during regular Maintenance Window excluded).

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

3 INCIDENT MANAGEMENT

With incident management we mean the treatment of support questions and solving disruptions. The purpose of incident management is to restore normal services as soon as possible to minimize the consequences by explaining the working of a specific functionality or investigation and solving a fault.

3.1 TYPE OF INCIDENTS

We distinguish three types of incidents:

- Functional Question;
- Bug;
- Malfunction.

3.2 FUNCTIONAL QUESTION

As stated before, the functional application manager of the Client carries out first-line service desk activities for the Client's users. Functional and technical questions about the functioning of the Xpert Suite, for which the functional application manager(s) and first line support for the Client do not know a solution or for which the Client cannot realize the solution independently, can be raised without limitations by the (functional application manager(s) and key users of the) Client with the Second Line Support team part of Otherside's Xpert Desk department.

Support is subject to a fair usage policy. If lack of experience by the functional application manager is the reason of relatively much support, the Customer Success Manager will establish contact with the Client to discuss the service to be delivered and to draw a statement of work or new addendum.

3.3 BUG AND MALFUNCTION

When it is reported that the Xpert Suite does not function as reasonably can be expected (final judgement by Otherside) and the reported problem can only be solved by modifying this application, this is called a Bug. When the reported problem is caused by misfunctioning of the platform and therefor can only be solved by modifying the infrastructure, this is called a Malfunction.

3.4 PRIORITIZATION INCIDENTS

After a Functional Question, Bug or a Malfunction is approved, the priority will be determined. We distinguish three classifications of approved incidents:

- **Low impact**: the incident has very little impact on working with Xpert Suite, e.g. a workaround is available. The incident doesn't result in data inconsistency and data integrity, security and privacy are covered. Working on a fix is low prioritised;
- **Medium impact**: the Incident can be fixed by a small modification in the application or the platform. To fix a Bug or Malfunction, usually no functional and/or technical design is made. However, the existing documentation is brought in line with the changes in the SaaS solution Xpert Suite and a brief description is given in the service management application of how the Bug or Malfunction was fixed. High priority fixes are usually taken into production with an intermediate update (hot fix) at night or during the weekend. Other fixes will be part of a regular release and update during a Maintenance window;

- **High impact:** that the incident can only be solved by modifying the Xpert Suite application. In this case, however, the modifications are so extensive that a formal process must be completed, consisting of the following steps: requirements analysis, drawing up functional and technical specifications, building, testing and putting into production.

Urgency is associated with time. The time it takes to have the perceived Impact:

- Low urgency:
  - The damage caused by the incident only marginally increases over time;
  - Work that cannot be completed by staff is not time sensitive;

- Medium urgency:
  - The damage caused by the incident increases considerably over time;
  - A single user with VIP status is affected;

- High urgency:
  - The damage caused by the incident increases rapidly;
  - Work that cannot be completed by staff is highly time sensitive;
  - A minor incident can be prevented from becoming a major incident by acting immediately;
  - Several users with VIP status are affected.

Incidents are dealt with on the basis of priority by using the priority matrix:

		URGENCY		
		Low	Medium	High
IMPACT	Low	Priority 3	Priority 3	Priority 2
	Medium	Priority 3	Priority 2	Priority 1
	High	Priority 2	Priority 1	Priority 1

This led to three types of priority that can be distinguished:

1. **Priority 3**:

   i   Low impact Bugs and Malfunctions: Business functions are possible, but the error situation is perceived as annoying by the user;

   ii   All Functional Questions;

2. **Priority 2**:

   i   Medium impact Bugs and Malfunctions: Non business-critical functions are blocked;

3. **Priority 1**:

   i   High impact Bugs and Malfunctions: Business-critical functions are blocked. A workaround solution may be desirable / necessary.

The priority is determined by the Client after which Otherside tests it. In case of different opinions, this will be solved via the established escalation lines.

Otherside checks whether the ticket:

- Has been placed in the correct type of incident (Functional Question, Bug or Malfunction) ;

- Has been assigned the correct priority (1, 2 or 3).

If the type of incident and/or prioritization is incorrect according to Otherside, feedback will be provided to the Client. Escalation takes place in accordance with the escalation model.

3.4.1   SPECIAL INCIDENTS: SECURITY

In addition, Otherside distinguishes security incidents as a special category. These are assessed on the basis of a risk analysis (how much data, what type of data, risk of abuse). If there are major consequences for clients, stakeholders or Otherside, immediate action is taken to resolve the security incident. One of the options that can be chosen is to make wider data inaccessible to users, so that any data breach is also stopped. In every other respect, the procedures described in section 1.4 apply.

3.5 SERVICE LEVELS INCIDENTS

The following service levels apply to the handling of incidents by the Xpert Desk. First line support and functional management are not subject to these service levels.

	DESCRIPTION	RESPONSE TIME	RESOLUTION TIME [1]
PRIORITY 3	Bugs and Malfunctions: Business functions are possible, but the error situation is perceived as annoying by the user Functional Questions	75% within 8 hours	75% in accordance with planning (if a resolution is jointly agreed) [2]
PRIORITY 2	Bugs and Malfunctions: Non business-critical functions are blocked	90% within 4 hours	75% within 1 working week
PRIORITY 1	Bugs and Malfunctions: Business-critical functions are blocked. A workaround solution may be desirable / necessary. Security Incidents	99% within 30 minutes [3]	75% within 1 working day

[1] Outside office hours and on public holidays, only priority 1 incidents are handled. Priority 3 and 2 are handled as from the next working day, in accordance with the above service levels.
[2] This concerns the planning as agreed with the Client and assigned to a release.
[3] The response time for priority 1 incidents can only be guaranteed if the report is made by telephone or priority email (see 1.3.1).

4 CHANGE MANAGEMENT

4.1 TYPE OF CHANGES

We distinguish two types of changes:

- Service Request;

- Product Suggestion.

4.2 SERVICE REQUEST

For remote or online support not covered by the types of incidents, a ticket is classified as Service Request. This includes outsourcing of or support:

- (Re)configuration;

- (Re)implementations of functionalities and processes;

- Imports and exports of data;

- Repair actions;

- Data modifications: making corrections in the Xpert Suite database that the Client's first-line support cannot make itself via the application (e.g. correction of a period of illness);

- Training of Xpert Suite users and functional application managers;

- Making a copy of the database (e.g. for training purposes).

Remark: In connection with the GDPR, Otherside only makes corrections to the Xpert Suite database after Otherside has received express consent from the (client of) the Client.

The Customer Success Manager will take care of such a request and will establish contact with the Client to discuss the service to be delivered and to draw a statement of work. Otherside may charge a fee for the handling of Service Requests. Otherside will indicate in advance when a fee will be charged, linked to the Service Request concerned. Otherside will only start the execution after the Client has given its approval.

4.3 PRODUCT SUGGESTION

The Xpert Suite is continuously improved and expanded with new functionalities. Otherside carefully listens to its customers and users. They can influence the priorities on the product development roadmap by giving Otherside feedback and sharing ideas for functional changes or additions to the Xpert Suite. These ideas are referred to as Product Suggestions.

Product Suggestions can be submitted to the Xpert Desk and will be assessed by Otherside's product management team whether this Product Suggestion fits the product strategy of Otherside and the needs of its customers. In general only Product Suggestions of a generic nature (of interest to multiple Clients) will be adopted as part of the product development roadmap. In all cases changes will be made available to all customers unless agreed upon explicitly otherwise.

If Otherside adopts the Product Suggestion the functional change will be incorporated in the product roadmap. When the corresponding functional change has been realized, it will be released as part of a scheduled release and included in the corresponding releasenote. Separately the Client will also be informed by the Xpert Desk.

In case the Client would like to increase the priority of their Product Suggestion, Otherside can be asked to provide a quotation for the corresponding change. Otherside will submit an offer to the Client for the realization of the specific extension to the Xpert Suite. After the Client has accepted the offer, Otherside will plan and execute the change. These changes, too, are subject to the provisions set out in this SLA.

In many cases Otherside aims for co-creation with the Client in the realisation of generic Product Suggestions. This means that Otherside cooperates closely with the Client in terms of drawing up the requirements and realising the software, but it also regularly seeks financial cooperation, which makes it attractive for both parties. This way of working enables for a faster realisation of the goals of the strategic product development roadmap of the Xpert Suite and customer driven product enhancements.

4.4 SERVICE LEVELS CHANGES

Response time to Client within 4 weeks. Resolution time in accordance with planning (if a resolution is jointly agreed).

5 RELEASE MANAGEMENT

5.1 VERSION CONTROL AND DEPLOYMENT

Prior to the installation of new releases, Otherside will hand over the release notes of the upcoming release to the known functional application managers. At the Client's request, Otherside installs the new version of Xpert Suite (Beta release) in the test/acceptance environment for the Client not later than 5 working days before the release date. On the indicated release date, Otherside installs the new software version (release or update) in the production environment. Installation of the new releases/updates from the acceptance environment to the production environment takes place via an automated procedure (script). Then the Client has up to 3 working days before the release date to object with reasons against a release being put into production. In that case, the Client and Otherside will discuss whether the release for the Client or for all Client(s) should be postponed or whether the Client still participates in the release. Otherside guarantees here at least the following:

- Data exchanges with HR systems and/or other systems linked to the Xpert Suite remain intact with respect to processing on the side of the Xpert Suite;
- Any specific Product Improvement and the Xpert Suite layout will continue to function unchanged;
- There are no compatibility problems with data and information already entered in the Xpert Suite;
- By default all data in the test/acceptance environment will be anonymized by an automated procedure (script);
- Client can ask for a new test/acceptance environment free of charge once per calendar quarter;
- If Client did not use the test/acceptance environment for 6 months, by default this test/acceptance environment will be deleted. At Client's request the creation of a new test/acceptance environment will be planned.

5.2 MAINTENANCE WINDOW

The availability of Xpert Suite (production environment) can be interrupted for a short period of time for the maintenance of the servers and other hardware and for installing releases. Maintenance is carried out during off-peak periods (weekends) to disrupt availability as little as possible. If the service is interrupted for a longer period due to unforeseen circumstances, all in-service partners and the functional application managers of the Client(s) of Otherside will be informed.

ACTIVITY	PLANNED	TIME (GMT +1)
Bug fixes[1]	Daily (if applicable)	20.00h - 21.00h
Releases and updates (Slow Track)	On Thursday (once each 9 weeks)	20.00h – 21.00h
Releases and updates (Fast Track)	On Wednesday (once each 2 weeks)	20.00h – 21.00h
Releases and updates	On Saturday (once each month)	Saturday 20.00h – Sunday 02.00h
Occasional infrastructural updates	During weekends (maximum four times a year)	Friday 20.00h – Monday 04.00h

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[1] Exceptionally, urgent work may also be carried out during office hours. Otherside will inform the Client of this as soon as possible in writing or by telephone.

5.3 STRATEGIC RELEASE DEVELOPMENT & FUNCTIONAL MAINTENANCE

Otherside follows its own strategic product development agenda. Based on the strategic dialogue with its Clients, perceived market developments and new technological enablers the strategic product development roadmap is composed and continuously maintained. The Client can participate as a member of the 'UserGroup' user platform. Through this platform, adjustments and innovations in the Xpert Suite are tested for feasibility and functionality, among other things. The sessions are informative, evaluative and, of course, interactive. UserGroup sessions are exclusively for the Clients of Otherside and can be attended free of charge.

Functional maintenance involves making a functional change or addition to the Xpert Suite and takes place at the initiative of Otherside or at the request of the Client. At the initiative of Otherside the necessary functional changes to facilitate new, or alterations to, relevant laws and regulations (e.g. compliance with the Dutch Eligibility for Permanent Incapacity Benefit (Restrictions) Act) are included in the product development roadmap.

6   PENALTIES

6.1   AVAILABILITY

If the Services do not achieve Availability in accordance with clause 2.3 of this SLA, Client has the right to claim a penalty of 10% of the subscription fee per calendar quarter in which the Availability was not achieved, up to a maximum of € 1,000.00 (thousand euro) per calendar quarter.

A ANNEX REGISTRATION FORM ESCROW BENEFICIARY

ESCROW4ALL INFORMATION	
SUPPLIER	Otherside B.V.
SALES CONSULTANT	Timo van Ling
CONTACT DETAILS	Timo.vanLing@escrow4all.com

We will subscribe as an Escrow Beneficiary (*make a cross in the relevant boxes*):

☐	Software Escrow (source code) as agreed by Otherside at Work B.V. and Escrow4all B.V. (agreement SW2P19694)
☐	SaaS Escrow (6 months hosting) as agreed by Otherside at Work B.V. and Escrow4all B.V. (agreement SA2P21805, download via link)

Information required for registration of Escrow Beneficiary under an Escrow4all Master Agreement

Details of Beneficiary

COMPANY NAME	
DEPARTMENT	
VISITING ADDRESS	
POSTAL CODE	
LOCATION	
TELEPHONE NUMBER	
POSTAL ADDRESS	
POSTAL CODE	
LOCATION	
COUNTRY	

Contact person

NAME	
JOB TITLE	
TELEPHONE NUMBER	
EMAIL	

2nd contact person (optional)

Name
....

Job title
....

Telephone number
....

Email
....

Specific information

START PARTICIPATION	Immediately
PRODUCT	Xpert Suite
VERSION	Latest version
COMMENTS	

Please complete the form and email it to: sales@escrow4all.com

The registration will, after assessment, be processed within 5 working days.