Service Level Agreement

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Introduction

This document describes the method of neacon Services BV (CoC 62901052), Cordiplan BV (CoC 68810032) or affiliated organizations and / or trade names, hereinafter referred to as neacon, regarding the manner in which its service is configured, and what basic agreements are applied between neacon and the users of these services. Based on the relationship between neacon and its customers this is not a legal document in the strict meaning of the word. This Service Level Agreement (SLA) should therefore be seen as a method in which mutual agreements are aid down in a structured manner. In addition to this SLA an optionally closed (license) contract and the General Terms and Conditions apply.

In general

Article 1: Service Level Management

Service Description

neacon is responsible for the development, maintenance and management of the systems developed by neacon, whether on behalf of the customer or in own management. The aim of the service is to ensure the customer's business in terms of the systems developed.

Services include:

- systems developed by neacon
- connections with other systems made by neacon
- detection and repair of defects in the systems after they have been notified by the customer or neacon
- change requests on systems
- monitoring of availability of servers
- monitoring of availability of systems developed by neacon
- monitoring of availability of connections made by neacon with other systems
- optimizing IT infrastructure
- implementing legally binding measurements
- periodically backing up and restoring backups on demand
- reporting on server availability
- Reports of availability of systems developed by neacon
- Reports of availability of links made by neacon with other systems
- advice on improving business processes through automation

Not included in this SLA:

- server downtime beyond the control of neacon
- central infrastructure of servers (hardware)
- routers, switches and storage

- system software of the servers, installed by parties other than neacon
- PC's
- peripherals
- internet connections (including core components and DNS connections)
- services purchased from third parties
- connections to other systems, made by a third party
- systems developed and maintained by third parties
- disruptions caused by computer viruses and infections that cannot be identified and / or deleted by antivirus software
- vulnerabilities that are not caused and / or mended by neacon's systems
- emergencies which include fire, theft and water damage
- damage caused by third parties, such as power and data line disturbances

Portfolio

neacon provides the following current services:

- logistic systems in e-commerce
    - return system for announcing and approving returns
    - grading system: rating returned goods
    - return labels for 16 carriers in Europe
    - forward labels
    - order management system
- Website services
    - development of websites in Wordpress
    - development of dynamic web shops in custom software
    - development of webshops in Magento
    - development of webshops in OpenCart
    - development of website modules
    - development of webshop modules
    - hosting
    - domain name management
- optimizing business processes
    - development of CRM systems in vTiger
    - development systems in web-based maps
    - development planning systems
    - development of web-based software
    - development of call center software
- Marketing services
    - development marketing dashboard
    - development of retail sales improvement systems
- performance
    - performance of call centre services

Rates

neacon uses the hourly rate of € 87,70 for all its services. Possible alternative arrangements are to be laid down in a (license) contract with the customer.
The hourly rate is increased annually by inflation and excluding 21% VAT. It is reserved for neacon to assign certain employees to activities. The mentioned hourly rate is valid during regular opening hours, regardless of the type of employee. The regular access times are weekdays (Monday to Friday) from 08:00 to 18:00 hours.

For services outside the regular availability during work hours, the normal hourly rates will be increased with a percentage:
- business days (Monday to Friday) between 18:00 to 08:00 pm: 150%
- weekends: 150%
- Holidays: 200%

If systematically more extensive access times are desired by the customer, this will be separately incorporated into the (license) contract.

Depending on the agreements made in the (license) contract billing takes on a weekly or monthly basis. Payment must be made within 14 days unless otherwise stated on the invoice. If an invoice is not correct, the customer shall report this to neacon within three working days, after which the invoice might be adapted.

Used terms and definitions

Term	Definition
System	Software made by neacon to customer
Maintenance	Take precautions to prevent interference
Customer	Client of neacon for the development and maintenance of systems
Management	Implement measures to resolve faults as quickly as possible
Availability	Extent to which users can use System
Security	Extent to which the authenticity, confidentiality, integrity and data exclusivity are guaranteed
Emergencies management	The extent to which the continuity of the performance of the IT objects is effected in the case of a failure by, for example. fires, natural disasters, etc.
Recovery time	The actual interval which starts when the defect is logged and stops when the defect is repaired and the call is ended
Incident	Operational event that is not part of the standard operation of the system and results in a degradation in the level of operational services
Module	A module defines a business process within a System
Functionality	Adding a module to enhance a business process

Response time	The interval which starts at the moment of notification of a defect and stops when supplier announces what the possible solution and recovery time is
SLA	Service Level Agreement
Standard change	A change in the system at the request of the customer whose impact and expected development time are known in advance
Support	Effective and efficient support to users with questions, requests and incidents
Working days	Monday to Friday excluding holidays officially recognized under Dutch law. Authorized public holidays: New Year's Day, 1st and 2nd day of Easter, King's Day, Ascension Day, Liberation Day, day after White Sunday, 1st and 2nd day of Christmas

Service Level Agreement

Article 2: Conclusion

The SLA is concluded between neacon, in the person of Mr H. Hal and financially responsible person at the customer or a person delegated on behalf of the customer.

Article 3: Change

The prevailing SLA and Terms and Conditionsis are being made available on our website https://neacon.eu/en/terms-and-conditions/. The e-mail containing the invoice mentions this link.

Article 4: Duration

This SLA is valid for at least the period stated on the cover page.

Article 5: Terminate, terminate

The SLA is a standard document in which neacon captures its services, rights and obligations. The buyer is not able to terminate this SLA prematurely during the term of the (license) contract, unless the provisions in the (license) contract state otherwise.

Information exchange

Article 6: Contacts

Communication takes place on three levels:
- Strategic: with director and / or project manager of neacon on contracts, evaluations and future visions
- tactical: with project manager of neacon on progress on projects, timesheets, change requests, etc.
- operational: with respective developer (occasionally) and service desk changes and incidents

Article 7: Changes
Changes at neacon that affect the execution of the SLA will be reported through the contact persons.

Article 8: Obligations
Customer undertakes its operational obligations to cooperate in order to enable neacon to meet the service levels in this SLA.

Article 9: Security
Customer is aware of and shall ensure that service users abide by the provisions of the (license) contract and Terms and Conditions. Customer will take responsibility when abuse of the purchased service, i.e. used the service contrary to the letter and spirit of the (license) contract and / or Terms and Conditions, is found and will take appropriate action against those who abuse the service.

Article 10: Privacy
For some services neacon keeps files with personal data. The General Data Protection Regulation shall always apply to the personal data. More extended information on privacy can be found in neacon's Terms and Conditions, of which the most recent version is to be viewed on the website: https://neacon.eu/en/terms-and-conditions/

Execution of services

Article 11: Liability
neacon cannot be held responsible for any consequences of the work carried out, or outside influences, as well as for the contents of stored data files.

Article 12: Security
To the best of her ability neacon arranges the security of her systems. neacon is not responsible for the protection of individual systems and recommends a proper firewall.

Article 13: Method

The used services, if the work permits, will be carried out on the premises of neacon. The services is being performed by employees of neacon or by neacon hired employees, are at the choice of neacon. In principle, operations are being carried out within business hours. The services are, where possible, performed according to standard operating methods. Beforehand, a, prepared by neacon, proposal will be submitted for approval to the customer. When developing systems the customer will periodically monitor progress, so that adjustment is possible within the framework of the contract or agreement. Findings by the customer will be discussed with neacon in a clear and structured manner. Communication runs initially through the project manager of neacon. New needs that arise during development, are collected and exported in a new project, after approved completion of the original project and the approval of the offer for the additional work.

Article 14: Service Levels

The following quality attributes and terms are recognized:

Disapproval:
This is the case if design, implementation, testing and / or implementation does not comply with the pre-approved proposal.

Reliability:
The standard for reliability is a maximum unscheduled downtime by neacon developed systems of 240 minutes per year. Unplanned downtime which falls under the service provided by CloudVPS (see continuity / availability) does not fall within neacon's responsibility.

Security:
At all times neacon takes every effort to maintain security at the highest level, matching the developed systems and the sensitivity of the information. Therefore neacon has her own standard. When a higher security level is requested than neacon's standard services, this can be discussed. During scheduled maintenance, the level of security is monitored and adjusted. If the customer suspects a security breach, the customer must inform neacon as soon as possible. In 95% of cases, the vulnerability is corrected within 24 hours. In case of a data breach, the procedure of reporting the data breach will get in place.

Confirmation Time:
Unless otherwise agreed between customer and neacon, the standard time to confirm if a service can be provided by neacon is in 90% of cases up to 5 days.

Usability:
Faults in the systems, developed by neacon, in a way that they are not available in any way and which are not within the service provided by CloudVPS (see continuity / hours) will be resolved within 90 minutes in 90% of the time, during office hours. In the unlikely event that this is not possible, neacon drafts a recovery plan for the customer to approve.

Continuity / availability:
All servers are being purchased from an external supplier, CloudVPS. Services, rights and obligations of CloudVPS are being contained in their SLA: http://www.cloudvps.nl/service-level-agreement. If necessary neacon will get a claim on CloudVPS's SLA. In no event neacon can be held responsible for the service - or lack thereof - of CloudVPS.

Functional application management:
In case the customer desires small functional changes that will take less than 12 hours per part, to be executed by neacon, than neacon will strive towards a weekly structured time frame to develop these changes. Whenever this weekly set time frame doesn't meet the needs anymore, neacon will suggest a new weekly structured time frame. In no way can neacon be held to that weekly structured time frame. Whenever more urgent activities have to be executed, neacon is in her right to perform those activities in weekly structured time frames. neacon is not obliged to inform the customer beforehand in such a case and the planned activities can be changed to another moment. Functional changes that will take over 12 hours, are being handled as a project.

Incident:
In case of an incident, the service level will be restored as soon as possible after the abnormality is detected. Notified faults are recorded in the form of tickets through the service desk or by the customer via the customer portal. On the service desk a designated employee will try to resolve the incident as quickly as possible, if it is within the scope of the services of neacon. The customer will be notified once the incident has been resolved.

Notifications:
The customer's authorized employees can ask questions, report faults and submit change requests via the ticket system at neacon's service desk. A diagnosis is made to determine if it's an incident or a change request. The message is then processed according to the process "incident" or "change".

Delivery date:

The delivery date is pre-arranged with the customer. This is achieved in 90% of cases. Without further notice the deadline will be met. If the completion date due to circumstances cannot be achieved, neacon communicates with the customer as soon as possible the degree of delay.

Response:
In 90% of the malfunctions and incidents neacon will respond according to the table with response times from the moment the mailfunction or incident is notified. The notification can be done by either the customer or neacon.

Standard change:
Changes to existing systems are requested by the customer by creating a ticket in the ticket system. The required changes are provided with an estimate in terms of hours / days to make the change. The assessment of the impact will be submitted for approval to the customer. Once approved, the change is scheduled for an employee of neacon to execute. The schedule for completion is communicated with the customer.

Article 15: Norms

Priority (urgency and impact):
Disruption in services that are reported may have different priorities. The urgency is determined by the degree to which a specific activity cannot tolerate a delay. The degree of discomfort experienced by the customer during the performance of business activities is the basis for the determination of the urgency. The impact is the extent to which adverse effects may occur as a result of whether or not intentional interference. The impact is measured based on the number of users, or systems that are subject to interference.

Level		Description	Response time in working hours (analysis and feedback)	Turnaround time (working hours)
Top	5	Impossible to work, one or more primary processes of external or internal customers are not available. Postponement of service cannot be	1	As soon as possible

		extended. Recovery must be taken immediately to hand.		
High	4	Impossible to work, one or more secondary processes of external and internal clients are not available. Limited delay possible	4	8
Average	3	There is a critical work situation; noticeable application or workplace incident. Postponement is possible. There is no impact on the primary business of the customer.	8	24
Low	2	Postponement is possible. Time of recovery is determined in consultation with the client.	16	50
None	1	No impact on users		100

Article 16: Helpdesk support

neacon offers a service that is responsible for end-user support, adoption and coordination of incident reports and can act as a back office for helpdesks. Any amendments on the standard norms in the service desk are to be stated in the (license) contract.

Article 17: Emergency service

The repair service is the central point for reporting faults in the IT infrastructure. Faults can be reported by the appropriate contacts of the customer. Any amendments on the standard norms in the service desk are to be stated in the (license) contract.

Article 18: Reporting

Every customer can receive regular, monthly reports in which the server and load-performance is shown. neacon reserves the right to upgrade or downgrade servers as usage and business demands it. All requested changes and resolved incidents are recorded in the ticket system. On customer's request, neacon can provide a report on the handling of tickets in a past period. Projects are delivered based on the approved proposal.

Article 19: Maintenance

Preventive maintenance plan:
Periodically neacon commits regular, short maintenance on the ICT infrastructure. This is done on a monthly basis. If a more intensive interval is required, this will be included in the (license) contract.

Preventive unscheduled maintenance:
If the monitoring and reporting of neacon so require, neacon will perform regular unplanned, major maintenance. The customer will be informed beforehand.

Corrective maintenance:
Corrective maintenance involves solving problems identified. The customer will be informed in advance or afterwards as soon as possible.

Special situations and calamities

Article 20: Alternative methods

Each server includes a backup and / or snapshot facility that is tuned in frequency to the activities on the server, the amount of data and the Company's dependence. There's a standardised procedure in place at neacon to determine the back up interval. Different arrangements can be made in the (license) contract.

Article 21: Deviating from the service levels

When, besides from special circumstances, a service level is not achieved, neacon's responsible contact person will inform the customer's contact person as soon as possible.

Article 22: Cancellation of guaranteed service levels

In the situations mentioned below the agreed service levels for the services in question will be not guaranteed:

- in case of calamities or force majeure
- if the customer doesn't put neacon in a position to meet its obligations
- when working in a fall-back environment