

## CONDITIONS

- This offer is valid for 14 days, the OTYS conditions apply
- The project starts the moment a kick-off or project start has been discussed between customer and OTYS
- The license agreement has a term of one year, starting on the go-live date. This date applies as the renewal date, the date on which the contract is tacitly renewed each year.
- The license agreement has a notice period of 3 months, and can be canceled annually on the renewal date.
- Users can be scaled down once a year on the renewal date. If you want to scale down, this must be indicated in writing at least 2 months in advance. The number of users can be increased at any time.
- The amounts in this offer are in Euro and exclusive of VAT or other taxes
- For additional license products from OTYS and/or partners that are offered per user, all users in the OTYS system apply as the basis for the license costs.
- The specified hours are estimates based on the information at the time of making this quotation. If during the project it appears that significantly more hours are needed, OTYS will inform the client.
- Small service requests with a maximum of 4 hours of work per request can be requested via the ticket system. The rate for these service requests is € 95 per hour with a minimum of 15 minutes.
- Additional services such as consultancy services, web development, service requests, etc. are invoiced separately from OTYS Netherlands.
- Invoicing is divided into the following parts:
  - In the period from start (kick-off meeting) to going live, 25% of the monthly amount will be charged.
  - An invoice will be sent monthly or annually in advance from the date of going live. Monthly invoicing is based on direct debit.
  - Services, travel hours and travel costs (KM costs: € 0.3 per km) are invoiced every two weeks on the basis of subsequent calculation.
  - In the case of 'fixed price' services, 50% of the invoice will be charged at kick-off and 50% upon going live.

## GENERAL TERMS AND CONDITIONS

### Artikel 1. Definitions

1.1. In these General Terms and Conditions, the following terms written with a capital letter shall have the meaning ascribed to them below.

**Supplementary Services:** services other than the Service, which are provided by OTYS, such as consulting and development;

**Acceptance Procedure:** the procedure for acceptance of the Service, as described in Article 5;

**Application:** the web application with which the Client can make use of OTYS' recruitment software, as described in the Proposal;

**Availability:** the percentage of time that the Application is available via the URL supplied to the Client;

**Client:** the legal entity to which the Proposal is addressed;

**Data:** all information, such as data, data fields, notes and texts that are stored during use of the Service;

**Documentation:** the manual for the End User and other similar information made available by OTYS to facilitate use of the Service, such as the manual available on the OTYS website;

**End User:** an employee of the Client, or someone authorised by the Client to make use of the Application under the Client's responsibility;

**Faults:** significant non-compliance with the functional specifications as described in the Documentation. A fault may only exist if the Client can demonstrate it and OTYS can reproduce it;

**Content:** all data that the Client stores and/or exchanges via the Application;

**IP Rights:** all rights of intellectual or industrial property, such as copyrights, patent rights, trademark rights, database rights and rights to know-how;

**Implementation Period:** the period after the signing of the Agreement in which the Client and OTYS jointly determine how the Service must be configured, as described in the Proposal;

**Commencement Date:** the date on which the Agreement is signed, unless another date for the commencement of the Service has been agreed in the Agreement;

**Additional Work:** work within the framework of the Service or Supplementary Services which (i) arises from changes requested by the Client to the (Supplementary) Service or (ii) is not described in

the Proposal and could not reasonably have been provided by OTYS;

**Agreement:** the agreement between OTYS and the Client for use of the Service, consisting of the Proposal, these General Terms and Conditions, the SLA and the Data Processing Agreement;

**Result:** the result to be achieved by the Supplementary Services, as described in an SOW;

**Service Levels:** the agreed level of service provision with regard to the Service in terms of Support, Maintenance, planned interruptions, infrastructure dimensioning and Availability, as described in the SLA;

**Service Level Agreement (SLA):** the document that sets out the service levels to be provided by OTYS;

**Statement of Work (SOW):** an agreement for the provision of Supplementary Services;

**Fee:** a fee payable by the Client to OTYS for the Service or for a Supplementary Service;

**Data Processing Agreement:** the data processing agreement between OTYS and the Client with regard to the processing of personal data within the framework of the Service;

**Proposal:** the document in which OTYS makes an offer to the Client for use of the Service;

**Working Day:** Monday to Friday from 9am (CET) until 5pm (CET) in the Netherlands, with the exception of public holidays officially recognised in the Netherlands.

### Artikel 2. Service Provision and Licence

- 2.1. From the Commencement Date, OTYS shall make every reasonable effort befitting a good contractor to provide the Service in accordance with the Service Levels. The Service shall be rendered on an "as is" basis. Use of the Service by the Client and End User shall be at the Client's expense and risk.
- 2.2. For the duration, and under the terms, of the Agreement, OTYS shall grant the Client the right to use the Application as described in this article (the "Licence"), on condition that the Client pays all Fees on time, and for the number of End Users described in the Proposal.
- 2.3. The Client may not allow the Service to be used by more End Users than the number described in the Proposal. For every additional End User the Client shall owe a Fee as described in the Proposal. The Client shall inform OTYS immediately if the number of End Users increases. Every user account may be used by a maximum of 1 End User.

- 2.4. The Client may use the Service for the internal purpose of its organisation (intranet use). The Client may also allow the Service to be used by End Users outside its organisation insofar as such forms of use are part of the broader service provision to End Users (extranet use). The Client must not offer the Service to third parties.
- 2.5. If the Client has more than 100 End Users, 5.000 vacancies, 50.000 candidates and/or 10.000 employees, OTYS may require the Client to purchase dedicated hosting facilities at OTYS' current rates. The maximum data storage per End User is 15Gb which can be increased at additional cost.
- 2.6. Upon prior notification, OTYS may make changes to the Application, interrupt the Service and temporarily block access to the Service (e.g. due to maintenance, updates and/or expansion of the work by OTYS in relation to the Service), in accordance with the SLA. In that case, the Client shall not be entitled to compensation or set-off of the Fees.
- 2.7. If a change to the Application leads to a change in functionality, OTYS shall inform the Client.

### **Artikel 3. Fee and Payment**

- 3.1. The Fees for the Service and Supplementary Services are set out in the Proposal.
- 3.2. The Fees may be adjusted by OTYS with 3% or based on the European Consumer Price Index HICP. OTYS shall provide the Client with advance notice of a proposed change to the Fees.
- 3.3. OTYS may charge the Client for Additional Work at the rates set out in the Proposal.
- 3.4. Unless otherwise stipulated in the Agreement, all invoices from OTYS shall have a final, firm payment term of thirty days.
- 3.5. In case of late payment, OTYS may charge interest of 1% per month or part of a month. Collection costs shall be borne by the Client.

### **Artikel 4. Access to the Application**

- 4.1. The Client should keep the usernames and passwords provided by OTYS confidential. OTYS shall not be liable for any misuse of usernames and passwords and may assume that an End User who logs in with the username and password of an End User is genuinely that End User.
- 4.2. As soon as the Client becomes aware or has reason to suspect that the username and password have fallen into hands of unauthorised persons, it should inform OTYS, without prejudice to the

Client's own obligation to take immediate effective action.

### **Artikel 5. Implementation and Acceptance Procedure**

- 5.1. Both Parties shall be jointly responsible for ensuring that the Implementation Period runs smoothly, and shall provide each other with all necessary information in good time.
- 5.2. With a view to acceptance, the Client shall be obliged to test whether the Service is compliant with the Documentation within five Working Days of delivery.
- 5.3. If, during the Acceptance Procedure, it transpires that the Service contains Faults, the Client shall provide OTYS with clear and comprehensible information in writing in the form of a test report no later than on the last day of the test period stated in Article 5.2. OTYS shall make every effort to remedy these Faults within a reasonable period of time and shall be entitled to apply temporary solutions and workarounds. The acceptance Procedure shall be repeated in accordance with this article until the results of the Services have been accepted.
- 5.4. The Service shall be deemed to have been accepted by the Client:
  - a. If OTYS does not receive a test report before the end of the test period stated in Article 5.2, on the first day after the test period stated in Article 5.2;
  - b. If OTYS receives a test report within the meaning of Article 5.3 before the end of the test period stated in Article 5.2
    - i. From the date of the test report if, in OTYS' opinion, the test report does not contain any Faults;
    - ii. At the moment when the Faults referred to in the test report have been remedied;
  - c. From the moment the Client uses the Service for productive or operational purpose, or if the after-care period as specified in the Proposal has commenced.
- 5.5. Acceptance of the Service may not be withheld on grounds unrelated to the agreed specifications, on the basis of the existence of minor Faults which do not reasonably prevent operational or productive use of the Service, or for subjective or aesthetic reasons.
- 5.6. Acceptance of the Service in any of the ways stated in this article shall mean that OTYS is fulfilling its obligations with regard to commencement of the

delivery of the Service and that OTYS may charge the second or last part of the Fee under Article 3.2.

#### **Artikel 6. Data**

- 6.1. The Client and the End Users shall themselves determine which Data shall be stored and/or exchanged using the Service. OTYS shall have no knowledge of such Data. Therefore, the Client shall also be responsible for the lawfulness of the Data and shall guarantee that such Data does not infringe on third-party rights, including IP rights and privacy rights. OTYS shall not accept any liability whatsoever for Data stored and/or exchanged using the Service. The Client shall indemnify OTYS against third-party claims based on the assertion that the Data stored and/or exchanged by the Client or by End Users who are using the Service are unlawful.
- 6.2. If OTYS becomes aware that Data stored and/or exchanged by the Client or by an End User who is using the Service are unlawful, OTYS shall make such Data inaccessible.

#### **Artikel 7. Supplementary Services**

- 7.1. Supplementary Services shall be provided on the basis of an SOW signed by both Parties and always based on a best-efforts commitment. The only remedy that the Client shall have in relation to a shortcoming in the fulfilment of a commitment under an SOW is to ask OTYS to provide the Supplementary Services again.
- 7.2. The provision of these General Terms and Conditions shall apply to any SOW.
- 7.3. Services may also be purchased within 18 months of the start of the contract. After 18 months, any non-purchased hours shall expire.
- 7.4. Dates for training and workshops can be amended or cancelled by the Client free of charge up to five calendar days prior to the commencement of the training/workshop in question. For any later changes/cancellation, OTYS may charge the entire Fee.

#### **Artikel 8. Duration and Termination**

- 8.1. This Agreement shall be entered into for a period of one year from the Commencement Date and shall be renewed for one year at a time upon the expiry of this period, unless either Party terminates the Agreement at least three months prior to the end of the current period. Upon renewal, the then current terms and conditions will apply, which will be published on [www.otys.com/tandc](http://www.otys.com/tandc). The Parties may agree on different periods in the Proposal.

- 8.2. Either Party may terminate the Agreement with immediate effect if the other Party goes bankrupt or is granted a suspension of payments, or if the other Party's company is liquidated or closed down other than for the purpose of reconstruction or a company merger. The Parties shall not be obliged, due to such termination, to provide any compensation or to repay any money already received.
- 8.3. If, at the time of any dissolution of the Agreement, obligations vis-à-vis the Client have already been met, such fulfilment and the associated payment obligations must not be part of the dissolution. Any amounts invoiced by OTYS prior to the dissolution shall remain payable and shall be due immediately upon such dissolution.
- 8.4. If the Agreement ends for whatever reason, OTYS shall continue to make the Service available for thirty calendar days following the expiry of the Agreement for the sole purpose of enabling the Client to retrieve the Content and/or to make a backup. It shall no longer be possible to process information during such period, OTYS shall have no obligation other than to ensure the availability of Content as described above, provided that this is requested in good time.

#### **Artikel 9. Privacy**

- 9.1. During the delivery of the Service, OTYS shall process Personal Data on the Client's behalf. The Parties hereby agree that the Client shall be the controller for the processing of Personal Data during use of the Service and OTYS shall be the processor. The terms and conditions governing such processing of Personal Data are set out in the Data Processing Agreement.

#### **Artikel 10. Intellectual Property Rights**

- 10.1. OTYS shall only provide the Client with a limited, non-exclusive, non-transferable Licence, which must not be sub-licensed, as specified in Article 2.
- 10.2. All IP Rights to the Results shall belong to OTYS, unless the Parties agree otherwise in writing in an SOW.
- 10.3. The IP Rights to Content shall belong to the Client.
- 10.4. The Client shall ensure that, if materials and information are supplied to OTYS by the Client or on its behalf under the Agreement, the Client is entitled to do so and that these materials and information do not infringe on third-party rights.

**Artikel 11. Confidentiality**

11.1. The Parties shall ensure that all data received from the other Party that are known or should reasonably be known to be of a confidential nature remain confidential. The Party that receives confidential information shall use it solely for the purpose for which it has been supplied. Information shall in any case be regarded as confidential if it has been designated as such by one of the parties.

**Artikel 12. Liability**

12.1. OTYS' liability shall be limited to compensation for direct damage or loss and, in all cases, shall be limited to no more than the amount paid by the Client to OTYS for the then current contract period.

12.2. Direct damage or loss means:

- a. Property damage
- b. Reasonable costs to ascertain the cause and extent of direct damage or loss
- c. Reasonable costs to prevent or limit direct damage or loss

12.3. Any other damage or loss, including lost profits and missed revenue, shall constitute indirect damage or loss and shall not be eligible for compensation.

12.4. Any claims for compensation against OTYS shall simply lapse after a period of twelve months, unless the Client files a legal claim within that period.

**Artikel 13. Miscellaneous**

13.1. This Agreement shall be governed by Dutch law. Any disputes stemming from or in connection with this Agreement must be brought before the competent court in Amsterdam.

13.2. This Agreement shall form the full agreement between the Parties in respect of the matters described herein. This Agreement shall replace any previous arrangements between the Parties with regard to these matters, and with the interpretation of this Agreement no attention shall be paid to whatever the Parties have declared verbally or in writing between them.

## DATA PROCESSING AGREEMENT

### Artikel 1. General

- 1.1. The provisions of the Agreement shall apply in full to this Data Processing Agreement. If and insofar as the Agreement includes provisions relating to the processing of personal data, the provisions of this Data Processing Agreement shall prevail.
- 1.2. With regard to the processing of personal data within the framework of the Agreement, the Client shall be regarded as the controller within the meaning of Article 4(7) of the General Data Protection Regulation ("GDPR") and OTYS as the processor within the meaning of Article 4(8) GDPR.
- 1.3. Terms that can be found in the GDPR, such as "process", "personal data", "controller" and "processor", shall have the same meaning as that ascribed to them in the GDPR.

### Artikel 2. Processing of personal data

- 2.1. OTYS shall undertake to process personal data for the Client under this Data Processing Agreement. An overview of the categories of personal data, data subject and the purposes for which the personal data shall be processed is contained in **Annex 1**.
- 2.2. OTYS shall undertake to process personal data exclusively for the benefit of the activities started in this Data Processing Agreement and/or the Agreement. OTYS shall guarantee that, without the Client's explicit and written consent, it shall not use the personal data processed under this Data Processing Agreement and/or the Agreement in any way whatsoever, unless a legal provision applicable to OTYS requires it to process the personal data. In that case, OTYS shall notify the Client of that legal requirement prior to processing, unless this legislation prohibits such notification for reasons of substantial public interest.

### Artikel 3. Technical and organisational arrangements

- 3.1. OTYS shall implement or order implementation of suitable technical and organisational measures to safeguard personal data against loss or against any form of unlawful processing and thus to ensure a level of security that is aligned with the risk. Taking into account the latest technological developments

and the realisation costs, these measures shall guarantee a suitable level of security in view of the risks associated with the processing and nature of the data to be protected. The technical and organisational measures adopted by OTYS are described in **Annex 2**.

### Artikel 4. Confidentiality

- 4.1. OTYS shall arrange for all its employees involved in the execution of the Agreement to sign a declaration of confidentiality (which may or may not be included in the employment contract with these employees) which states, in any case, that these employees must observe confidentiality with regard to the personal data. OTYS shall adopt measures, such as staff screening and data media safeguards, to ensure compliance with this declaration of confidentiality.

### Artikel 5. Sub-Processors

- 5.1. Within the framework of this Data Processing Agreement and the Agreement, OTYS shall be allowed to make use of third parties and/or subcontractors ("Sub-Processors"), as stated in **Annex 1**. If OTYS wishes to engage other Sub-Processors, OTYS shall inform the Client of the intended changes and shall give the Client the opportunity to object to such changes.
- 5.2. OTYS shall be obliged to contractually impose on every Sub-Processor at least the same obligations relating to data protection as those specified in this Data Processing Agreement.

### Artikel 6. Liability

- 6.1. With regard to OTYS' liability under this Data Processing Agreement, the provision relating to the limitation of liability set out in the Agreement shall apply in full.
- 6.2. Without prejudice to Article 6.1 of this Data Processing Agreement, OTYS shall only be liable for damage or loss caused by processing if during such processing the obligations under the GDPR that are specifically aimed at OTYS have not been met, if OTYS has acted outside or in conflict with the Client's lawful instructions, or if OTYS has culpably failed to comply with the Data Processing Agreement.

**Artikel 7. Personal data breach**

- 7.1. If OTYS becomes aware of a personal data breach, it shall (i) notify the Client without undue delay and (ii) take all reasonable steps to prevent and/or limit any (further) breach.
  - 7.2. To extent reasonable, OTYS shall assist and support the Client in executing its legal obligations with regard to the incident identified.
  - 7.3. To the extent reasonable, OTYS shall support the Client with the Client's obligation to report the personal data breach to the Data Protection Authority (Autoriteit Persoonsgegevens, "DPA") and/or the data subject, as referred to in Article 33(3) and Article 34(1) GDPR. OTYS shall never be obliged to independently report a personal data breach to the DPA and/or the data subject. OTYS shall never be liable for the (correct and/or timely execution of the Client's reporting obligation as referred to in Articles 33 and 34 GDPR.
- 8.2. To the extent reasonably possible, OTYS shall assist the Client with the fulfilment of the latter's obligation under the GDPR to conduct a data protection impact assessment (Articles 35 and 36 GDPR).
  - 8.3. OTYS shall provide the client with any information needed to demonstrate that OTYS is meeting its obligations under the GDPR. In addition, at the Client's request, OTYS shall enable audits, including inspections, to be conducted by the Client or by an inspector authorised by the Client, in consultation, and shall contribute to such.
  - 8.4. OTYS shall be entitled to charge any costs associated with the provisions of this article to the Client.
  - 8.5. Without prejudice to the specific provisions of the Agreement, at the Client's request, OTYS shall immediately erase all personal data or return such to the Client, and remove any existing copies, unless OTYS is legally obliged to store the personal data.

**Artikel 8. Assistance**

- 8.1. To the extent reasonably possible, OTYS shall assist the Client with the Fulfilment of the latter's obligation under the GDPR to respond to requests relating to the exercising of a data subject's rights. OTYS shall forward any complaint or request from a data subject relating to the processing of personal data as soon as possible to the Client, who shall be responsible for handling such.

## **ANNEX 1      OVERVIEW OF PERSONAL DATA**

### **I. Type of personal data**

- Name and address
- Contact details
- Training and education details
- Occupation and employment
- Financial information (billing)
- Data on preferences (and purchases/participation)

### **II. Categories of data subjects**

- Applicants/candidates
- Customers
- Marketing contacts
- Employees
- Suppliers

### **III. Purpose for which personal data shall be processed**

- Recruitment purposes
- Marketing puposes
- Payment purposes
- Administrative purposes
- Statistical puposes
- Protection, improvement and development of the Service and Application
- Assessment and acceptance of (future) customers
- Execution of agreement or contract

### **IV. Sub-Processord**

The processor shall use the services of the following sub-processors:

#### **1. Sentia**

Denen 157  
9080 Lochristi (Gent), België

#### **2. Actonomy**

Rijvisschestraat 118  
9052 Gent, België

#### **3. Textkernel**

Nieuwendammerkade 26A-5  
1022 AB Amsterdam



## ANNEX 2 SPECIFICATION OF SECURITY AND SUB-PROCESSORS

### A. Description of the technical and organisational measures adopted by OTYS.

1.	Name of author for this document: B. Koning			Date: 19 november 2020
	Role: CEO	Department: Management	Email: info@otys.nl	Telephone: 0318-584900
2.	Name and e-mail address of data security official or otherwise IT manager: Bastiaan Brans <a href="mailto:Bastiaan.brans@otys.nl">Bastiaan.brans@otys.nl</a> Jirka Bruijn <a href="mailto:Jirka.Bruijn@otys.cz">Jirka.Bruijn@otys.cz</a>			
3.	<b>Corporate IT Security Policies</b>	<ul style="list-style-type: none"> <li>• Computer and IT Policies</li> <li>• Security and Network Guidelines</li> <li>• Password Management</li> <li>• Security Risk Analysis Policy</li> <li>• See Hosting Services Security and Delivery Policies version 1.1 attachment</li> </ul>		
4.	<b>Access Control of Processing Areas</b> , to prevent unauthorized persons from getting physical access to the information systems, the data processing device and the confidential files and data medium	<ul style="list-style-type: none"> <li>• Alarm system</li> <li>• PIN access</li> <li>• Key locked server cabinets</li> <li>• See Hosting Services Security and Delivery Policies version 1.1 attachment</li> </ul>		
5.	<b>Access Control to Data Processing Systems</b> , to prevent data processing systems from being used unauthorized	<ul style="list-style-type: none"> <li>• Access limited to authorized personnel only</li> <li>• User access is logged</li> <li>• See Hosting Services Security and Delivery Policies version 1.1 attachment</li> </ul>		
6.	<b>Access Control to Use Specific Areas of Data Processing Systems</b> , to ensure that users entitled to use a data processing system have access only to the data to which they have a right of access	<ul style="list-style-type: none"> <li>• Users have least necessary access based on their roles</li> <li>• Only CTO, IT manager, System administrator and lead senior developers have access to data processing systems</li> <li>• User access is logged</li> <li>• See Hosting Services Security and Delivery Policies version 1.1 attachment</li> </ul>		
7.	<b>Transmission Control measures</b> , to ensure that personal data cannot be read, copied, modified or removed without authorization during electronic transmission or transport	<ul style="list-style-type: none"> <li>• Every remote access is done through IPsec VPN</li> <li>• Although sensitive information should not transit through wireless, our WiFi uses WPA2 encryption</li> <li>• Preferred connection type, during data transport, is with SSL encryption</li> <li>• See Hosting Services Security and Delivery Policies version 1.1 attachment</li> </ul>		
8.	<b>Input control measures</b> , to ensure to determine who has entered, modified or removed data from the systems	<ul style="list-style-type: none"> <li>• User access is logged</li> <li>• Email alert are sent to IT Response Team on suspicious page access</li> </ul>		
9.	General corporate security measures concerning <b>availability control</b> against accidental loss or destruction of electronic data, files and data medium	<ul style="list-style-type: none"> <li>• See Hosting Services Security and Delivery Policies version 1.1 attachment</li> </ul>		
10.	<b>Segregation control measures</b> , to guarantee that all personal data are separated from other data and systems so that accidental use of the data for other purposes is excluded	<ul style="list-style-type: none"> <li>• The data from all the various environments are segregated from each other in separate systems and databases (Dev, Test, Staging, Pre-Production, Production, Corporate network). Each environment has its own access authorizations.</li> </ul>		

11.	<p><b>Job control measures</b>, to ensure Processor shall not access data exporter's Personal Data, except for support purposes on request by data exporter; data Processor shall implement suitable measures to monitor access restrictions to Processor's system administrators and to ensure that they act in accordance with instructions received</p>	<ul style="list-style-type: none"> <li>• Individual appointment of system administrators</li> <li>• adoption of suitable measures to register system administrators' access logs to the infrastructure and keep them secure and accurate;</li> <li>• keeping an updated list with system administrators' identification details (e.g. user type(s), function(s) or organizational area) and tasks assigned and providing it promptly to data exporter upon request.</li> <li>• The IT Manager is responsible for controlling external service providers, which may have access to personal data. Currently, no service provider has access to personal data.</li> </ul>
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## SERVICE LEVEL AGREEMENT

### 1 SUPPORT

OTYS offers a full packafe of services to suport use of the Service. The support offered by OTYS can be subdivided into three categories:

- Category 1 – Questions about the operations of the Service (RFI);
- Category 2) – Questions regarding new functionalities to be developed (Customisation);
- Category 3 – Reporting of bugs, problems and incidents.

Category 1 and 2 support inquiries will be invoiced on the basis of hours worked on an hourly basis at a rate of €95 per hour. Category 1 and 2 support questions can contain a maximum of 4 hours per request and will be booked with a minimum of 15 minutes of spent time. Support questions of Category 3 can always be reported to OTYS and are free of charge.

You can report support questions to OTYS using the following methods:

- a. A support request via our tichting system (24x7);
- b. Calling during Working Days (09:00-17:00 CET)
  - a. 0900-666669 (only from The Netherlands );
  - b. 01 73 02 82 90 (only from France) ;
  - c. 038 086 960 (only from Belgium) ;
  - d. +31 318 584 918 (from other countries).

If possible, OTYS shall provide advice immediately or give a projection of the time needed to answer the question. If an incident is actually a support wuestion in Category 1 or 2, OTYS may bill for the hours worked.

#### 1.1 ONDERHOUD EN UPGRADES

System maintenance and upgrades shall be included in the Fee. Any major maintenance and system upgrades shall take place outside Working Days, where possible.

OTYS shall provide information on maintenance and upgrades by email. If the functionality of the Service shall be extended or changed significantly, we shall also notify you.

#### 1.2 GEPLANDE ONDERBREKINGEN

*Regular Infrastructure Maintenance* – OTYS shall set aside four hours a month for regular maintenance of network components. These hours shall be scheduled outside office hours as much as possible.

*Other Planned Network Interruptions* – In rare cases, OTYS may decide that emergency maintenance must be performed, in which case OTYS’ services may be interrupted in part or in full. If possible, you shall receive advance notice of the time and expected duration. OTYS shall also endeavour to perform emergency maintenance at the least inconvenient time.

### 2 INCIDENTENPROCEDURE

The OTYS service desk is available during Working Days. OTYS shall assess incidents, categorise them and ascribe a priority to them based on the following guidelines:

LEVEL	CRITERIUM
1	CRITICAL: Complete failure – the server is completely unavailable

LEVEL	CRITERIUM
2	SEVERE: It is usable, but the entire service is experiencing performance problems or temporary malfunctions.
3	MODERATE: It is usable, but parts of the service are experiencing performance problems or temporary malfunctions.
4	LOW: A small component / minor functionality of the service is not operational, but all part of the service are available.

Response times for acceptance of an incident and initiation of the recovery are set out below.

LEVEL	LEVEL	Target response time
1	15 minutes	
2	30 minutes	
3	1 working hour	
4	8 working hours	

OTYS shall endeavour to achieve the following recovery times:

LEVEL	Target response time
1	4 hours
2	6 hours
3	12 working hours
4	N/A

Response and recovery times shall be measured by OTYS. The time shall be measured from the creation of a ticket until the moment when OTYS has eliminated the cause of the incident and closed the ticket. You shall be notified of the resolution and closing of the ticket via our ticket system. Level 1 problems may also be communicated by telephone if the ticket system is not available.

“Time” and/or hours refer to calendar hours, not to working hours.

OTYS shall make every effort to remedy Level 1 problems as quickly as possible.

### 3 CORRECT INFRASTRUCTURE DIMENSIONING (HOSTING)

In compliance with good engineering practice, OTYS shall ensure that the infrastructure has the correct dimensions at all times. The infrastructure includes the equipment platform, the operating system, the application software and all other communications equipment up to and including the incoming router that connects the OTYS infrastructure to the infrastructure of OTYS’ internet provider.

Correct dimensioning means that OTYS shall continuously monitor the number of simultaneous end users and their claim on the resources and shall take action in the event of a decline in performance in terms of handling time.

The Service Level of the correctly dimensioned infrastructure is defined as follows:

- \* For Basic Hosted ASP Services: correct dimensioning guaranteed for 250 clients, with behaviour consistent with the average behaviour measured.
- \* For Premium Hosted ASP Services: correct dimensioning guaranteed for 100 clients, with behaviour consistent with the average behaviour measured.
- \* For Dedicated Hosted ASP Services: correct dimensioning guaranteed for 1 client, with behaviour consistent with the average behaviour measured for a comparable client.

#### **4 AVAILABILITY**

OTYS shall guarantee 99.5% Availability per calendar year during Working Days. The following shall apply:

- \* Availability shall be calculated per calendar year.
- \* Non-Availability of the Service shall be calculated per incident.
- \* The duration of any planned maintenance shall not be included in the Availability calculation.
- \* Time required to recover data shall not result in non-Availability.

OTYS shall only be responsible for ensuring that the Application is available via the URL provided to the Client. OTYS shall not be responsible for network problems outside its network.

If the service is not 99.5% available, you may initiate the SLA dissolution procedure.

#### **5 SLA DISSOLUTION PROCEDURE**

You may dissolve the Agreement if the Service Levels are not being achieved. To do so, you should submit a written dissolution request.

Any dissolution requests on the grounds of a failure to achieve the Service Levels, as specified in paragraphs 2 and 3, should be presented to OTYS in writing within fourteen calendar days after the incident.

You should supply the following information with the request:

- Name of your organisation
- Date, time and duration of the incident

You should send the required information by post to OTYS Recruiting Technology, Attn the Board of Directors, Landjuweel 52, 3905 PH Veenendaal, The Netherlands.

OTYS shall confirm all requests within two working days and shall process them within ten working days of receipt. OTYS shall provide the Client with a reasoned statement as to whether or not it shall agree to the dissolution request.

If OTYS agrees to the requested dissolution, the Agreement shall be dissolved and your over-payment or under-payment shall be calculated proportionately from the usage time between the date of dissolution and the expiry date of your annual licence shall be deducted proportionately from the usage time of the annual licence. The amount payable for the remaining usage time shall then be calculated. This amount may be settled using a (credit) note.

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