

## Service Level Agreement – Brainial B.V.

### 1. GENERAL

- Introduction. This service level agreement (the “SLA”) sets forth the relevant service levels in relation to the Brainial software-as-a-service (hereinafter the **Software**), which is developed and provided by Brainial B.V. to Customer under an applicable Order Form.
- Definitions. All capitalized terms used in this SLA that are not otherwise defined herein, shall have the meaning given to them in the Agreement. Unless otherwise specified, any reference in this SLA to a section or other subdivision is a reference to a section or subdivision of this SLA.
- Support Functionalities. Brainial provides for the following support functionalities at the addresses and telephones number provided:

Brainial Support:	<a href="https://brainial.com/support/">https://brainial.com/support/</a>
Support Email:	<a href="mailto:support@brainial.com">support@brainial.com</a>
Support Phone number:	NL: +31 (0)30 237 8283

- Issues. The customer shall notify Brainial immediately in case of a bug, errors, viruses or harmful components and/or downtime when using the Software. “Downtime” means:” all interruptions in the availability of the Software. The causes of downtime are referred to as “issues”.
- Submitting Support Requests. All support requests (incidents and change requests) need to be reported by submitting a ticket in the Brainial Support Portal (the “Support Portal”). This enables for all required information to be properly logged and tickets can be addressed in the fastest and most efficient manner. The Customer will be informed about the progress and status of raised tickets by email. In addition to the Support Portal, a support phone number (the “Support Phone”) and email address are made available to directly communicate regarding any support related questions. Critical incidents reported in the Support Portal have to be followed by a phone call to the Support Phone in order to immediately determine the best communication line while handling the ticket.
- Support Process. After submission in the Support Portal, Brainial will analyze the ticket and, if applicable, try to reproduce the incident or evaluate the completeness of the information of a change request. If Brainial determines the root cause of the incident in the Software, Brainial will resolve the issue according to the assigned priority, as defined under section 1.7 (Priority Levels). If the root cause of a reported incident is deemed to be an external failure (i.e. the root cause is not the Software, but e.g. an external system or source that connects with the Brainial API),

Brainial shall inform Customer of such fact and Brainial will have no obligation to resolve such issue. However, in such cases Brainial shall use reasonable efforts in supporting Customer in resolving the incident which may include involving (paid) Brainial Consultancy Services. Brainial will seek Customer's written approval and agreement to pay any related fees before performing such consultancy services.

- **Priority Levels.** Priority levels are determined based on impact and urgency, as attributable to Brainial as set forth below.

**Impact:**

- High: core functionality of the Software is not available or not working;
- Medium: non-core functionality of the Software is not available or not working;
- Low: a trivial incident with limited or no impact.

**Urgency:**

- High: usability of the Software is severely reduced, operations are heavily disrupted;
- Medium: usability of the Software is somewhat reduced, operations are limited disrupted;
- Low: workarounds exist, usability is slightly reduced, operations are barely or not disrupted.

Priority Levels				
		Impact		
		High	Medium	Low
Urgency	High	Critical	High	Medium
	Medium	High	Medium	Low
	Low	Medium	Low	Low

If and where Brainial provides for a workaround solution the priority level can never be higher than Medium.

- **Support Hours.** Support via the Support Portal and/or Support Phone is limited to the support hours. The technical support team of Brainial is available on weekdays from Monday to Friday, excluding Dutch national holidays, from 8:30 till 17:00 CET. The Solution Time and the Response Time mentioned below are valid during business hours.
- **Response Time:** Brainial shall, after receipt of the notification from the customer, reply to the Customer within ("Response Time"):
  - Critical: 2 hours;
  - High: 8 hours;
  - Medium: 2 days.

- Solution Time. Brainial shall, after receipt of the notification from the customer, solve the issue within (“Solution Time”):
  - i. Critical: 8 hours;
  - ii. High: 5 days;
  - iii. Medium: 10 days.

## 2. BRAINIAL SOFTWARE-AS-A-SERVICE

- Brainial Software. The primary functionality of the Brainial Software, which is developed and provided by Brainial B.V., is to provide the Customer with analysis and aggregation of data about certain companies, trends and topics that Customer wishes to monitor, the documents that Customer wishes to analyse, aggregate and enrich (hereinafter called the **Targets**) and to provide Customer with relevant insights and information.
- Updates. Brainial shall perform regular software updates and upgrades. In the updates, known bugs and errors in the Software are addressed and solved. With upgrades, small improvements to the Software will be implemented.
- Releases. Brainial may release an update or upgrade of the Software and its servers at any time. If this interferes with the usage of the Service, this shall be scheduled outside business hours and Customer will be notified at least 7 days in advance or as soon as possible. An upgrade constitutes a new version of the Software with new or modified functionalities.
- Availability. Brainial shall ensure that the Software can be used in accordance with the provisions of the Order Form. Brainial shall put in all of its efforts to procure that the Software is available to the Customer 24 hours per day and 7 days a week. Brainial guarantees an uptime of the Software of 99.0%. Maintenance Windows, force majeure, internet outages and circumstances beyond Brainial’s reasonable control are excluded. Availability is calculated as follows: availability percentage =  $(TMM - TMD) / TMM * 100\%$ . Whereby:
  - TMD = total minutes of downtime of the Brainial Software. TMD is calculated from the moment the applicable support ticket is submitted in the Support Portal stating that the Brainial Software is unavailable until the time the ticket is set to 'solved' communicated in an email from Brainial to Customer; and
  - TMM = total minutes per calendar month. TMM is calculated by taking the number of days within the applicable calendar month and multiplying those by 1440 (24 hours times 60 minutes) and correcting for any scheduled downtime within Maintenance Windows or beyond Brainial’s control.
- Monitoring. Brainial actively monitors the performance of the Software (including memory, storage, CPU usage and network connections). Without first obtaining the

prior written consent of Brainial, Customer may not intentionally perform any actions, such as load tests, performance tests, or similar tests that might interfere with or disrupt the integrity or performance of the Software.

- Maintenance Windows. In order to keep the Software running smoothly, updates and fixes are regularly released. Any maintenance that needs to be performed to the Software shall be scheduled outside business hours and shall be announced to Customer at least 7 days in advance or as soon as possible. Exceptions can be made at the discretion of Brainial in relation to urgent security updates or issues that are causing critical issues or severe security threats.

### 3. ESCALATIONS

At any time during your subscription with Brainial, an escalation may be initiated after the SLA Response- or Resolution time has lapsed. If you have worked through our standard support processes and with our teams and you are not satisfied with the level or timeliness of service you received, you can escalate accordingly. Additionally, an escalation should be initiated when there is tangible impact or there is substantial risk to the business operations. Escalation can be initiated via email to [escalation@brainial.com](mailto:escalation@brainial.com) detailing your organization name and a clear and concise description of the issue at hand and the urgent reason for initiating the escalation process. Brainial shall, after receipt of the escalation from the customer, reply to the Customer within Response Time.

### 4. PAYMENT

Service level credits apply where Brainial exceeds the Resolution Time of Critical Incidents twice or more. In this case, Brainial refunds a portion of the subscription fee paid for the Software affected in accordance with the information below:

- More than twice the Resolution Time is exceeded but less than 4 times, the service level credit awarded is 1/52<sup>nd</sup> of the annual subscription fee;
- More than 4 times the Resolution Time is exceeded but less than 8 times, the service level credit awarded is 2/52<sup>nd</sup> of the annual subscription fee;
- More than 8 times the Resolution Time is exceeded, the service level credit awarded is 1/12<sup>th</sup> of the annual subscription fee.

Service level credits do not apply if Brainial cannot meet the Resolution Time due to a situation of force majeure (e.g. natural disasters, terrorism and war) and circumstances that are reasonably beyond Brainial's control. Cumulative service level credits payable in any one month will be limited to 1/12<sup>th</sup> of the subscription fee payable to Brainial per year.

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