

## Delivery and Service Level Agreement (SLA) for 'Easyflor Backoffice & -Webshop Software'.

### Delivery of Easyflor software:

- The delivery of Easyflor Backoffice and/or -webshop software (hereinafter: Easyflor software), is provided by Easyflor BV (hereinafter: Supplier).
- The delivery of the Easyflor software is on the basis of Software-As-A-Service (hereinafter: SaaS).
  - SaaS, is software offered as an online service. Your company and/or employees do not have to purchase the software, but enter into a rental contract per month for a fixed amount per month and per (simultaneously logged in) user. Supplier takes care of online installation, maintenance, management, developments.
  - Your company and/or your employees (hereinafter: Customer) access the software over the Internet via a browser, to a custom web address created for you.
- Execution of assignment(s):
  - Assignment according to project description.
  - Delivery according to offered project proposal
  - Implementation according to offered project elaboration/implementation plan
- Maintenance, further development and support according to this Service Level Agreement (hereafter: SLA).
- Customer is responsible for the security and confidentiality of your login details.
- Customer shall warn Supplier regarding any fraudulent or otherwise unlawful use of its login data. Login data may not be passed on to third parties.

### Software maintenance:

- Redevelopment:
  - Redevelopment of the Easyflor software means making new-or modified-functionalities in the software.
  - The further developments of the software are aimed at the distribution and trading of flowers/plants/florist's items.
  - The further developments can be requested by Customer, preferably in writing via an email or ticket.
  - The Supplier will also carry out further developments itself.
  - The developments will be fully and solely assessed by Supplier on priority and desirability.
  - Within the further development of the software the Supplier will make a distinction between the further development of the software suitable for all customers and making a further development for one specific customer.
  - The further developments for all customers will be released within new versions.
  - The further developments for one customer will be treated as 'Custom work'.
  - Further developments desired by one customer, before this functionality will be delivered in a new version, will be treated as 'Custom work'.

- New Versions:
  - New versions are within the standard maintenance program. Supplier will develop new versions/modules of the software free of charge, which it will release at its discretion and schedule.
  - The new versions/modules of the software will be provided free of charge, if Customer has not had substantial Customization developed in your software.
  - If Customer has had Major Custom Work performed in your software and Customer wishes to have it upgraded with a new version or feature this will in some cases be handled on the basis of 'Custom Work'.
  - If required, Supplier will take care of training your employees to use the new version. Training will be treated as 'Support work'.
  - Support associated with the delivery, installation and implementation of the new versions will be treated as 'Support work'.

#### Hosting Environment:

- Hosting means providing a Shared Hosting service as a platform for the operation of the Easyflor software. Part of this service includes management and security of the hosting platform, as well as monitoring of network activity and server status.
  - The availability guarantee of the shared hosting service is 99% monthly, excluding scheduled maintenance.
  - The Easyflor software runs synchronously on three server environments.
  - In case of server failure, the software is automatically started on another server, if not technically hindered.
- Maintenance
  - The Maintenance of the hosting servers and Datacenter, falls within the standard maintenance program and will be carried out periodically by the Supplier. This Maintenance includes the following:
    - maintenance of the web servers
    - solving malfunctions in the web servers
    - extending and replacing the web servers
  - Supplier reserves the right to carry out maintenance at times specified by us, for scheduled maintenance notified to Customer at least 48 hours in advance.
- Backup
  - Backup is within the standard maintenance program. A backup of the software is made daily. A backup is made of every file, which is not locked or in use by a process. The backup of a customer's Shared Hosting environment is kept for 5 days. Of the current day a backup is made every hour, of the previous days a daily backup is made.

#### External links:

- An organization in the flower industry with customer processes based on electronic communication often has one or more software links set up with the outside world. These links can be made in the following way:
  - Based on Florecom standard (e-trade/VMP).

- The maintenance of the standard Florecom links of the latest released version and two versions earlier, falls within the standard maintenance program.
- Based on 'Custom work'.
  - Maintenance of custom links will be treated as 'Custom work'.
- External software or product links will only be linked to the webshop via Easyflor Backoffice.
  - Creating a link from the Easyflor software to another software environment will be treated as 'Custom work'.
- Payment information will only be linked from the webshop via a Pay-Provider.
  - Pay-Providers to be connected at the request of the Customer will be treated as 'Custom work'.

#### Technical and user support:

Technical and user support on the Easyflor software includes the following components:

- User Support
  - User support is the support of software users in using and setting up the software.
  - Support requests for this can be carried out by an Easyflor consultant at Customer's premises or remotely. Support time will be treated as 'Support work'.
- Telephone Support
  - Supplier shall provide telephone support, during its normal business hours (MondayFriday from 9.00 a.m. to 5.00 p.m., excluding generally recognized holidays). This support is intended to provide advice to knowledgeable, trained employees of Customer. This is subject to the condition that Customer ensures that there area sufficient number of such employees and/or such competent persons are present, who are properly trained in the use of the software.
    - If a call is made for a question about the set-up of the software, or support for adjustments in the set-up of the software, then the support time will be treated as "Custom Work".
- Emergency support
  - For emergencies, Supplier is available 24/7 by telephone. Emergencies are technical malfunctions in the software or server environment, which disrupt normal operation with the Easyflor software to such an extent that Customer's business process cannot proceed.
    - These calamities will be handled on a best-effort basis.
    - If a call is made for a calamity in the software, the support time will be handled on a service basis.
  - If a call is made for a calamity, but afterwards this turns out not to be a calamity, but a configuration error in the software by an employee of the Customer, the support time will be treated as 'Support work'.
- Error Correction
  - The Supplier shall as soon as reasonably possible, and with due regard to Customer's interests, solve or correct problems with respect to the capabilities of the software and possible errors or defects in the software.
  - If technical malfunctions occur with the Easyflor software or server environment that seriously prevent Customer from continuing to use it, the Supplier shall resolve such

problems with the highest priority, without requiring Customer to wait for a new version of the software to resolve such problems.

- Supplier shall, as a rule, solve and remedy problems, errors or defects of a less serious nature, which do not prevent intended use, by including such solution or remedy in a subsequent version of the software.
  
- Limitations
  - Support will be provided only for the last two versions of the Software.
  - Support will not be provided for the Software if:
    - the defect or error results from any unauthorized use, modification, adaptation, combination or alteration of the Software by any person, firm or company not belonging to Easyflor.
    - the defect or error has been caused by the use of the Easyflor Software on or with equipment or programs or connecting machines without the prior written consent of the Supplier.
    - there has been serious misuse of the Easyflor Software by Customer and/or its Users.
    - Customer is in default of any provision of the Agreement or Terms and Conditions of Supplier.

#### Training activities:

- When setting up and using the software (hereafter: Implementation), training will be given in the form of some workshops, the level of this training is starter/introduction.
- Personal support for explanation in setting up the software is considered 'training work'.
- It is possible to follow classroom training for more Customers at the same time.
- Training work is seen as 'Support work'.

#### Layout work:

- Layout and styling work in the webshop, on overviews, documents and stickers/labels, can be requested by Client and will be treated as 'Custom work'.

#### 'Custom Work':

- Custom work' means: the work required for making a software or layout adaptation or providing any kind of Support for one specific client.
- Customization is an already delivered software modification developed specifically for one specific customer.
- This work will always be charged to the Customer.
  - This can be on a fixed-price or subsequent costing basis.
  - 'Custom work' will be calculated on the basis of the then current hourly rates stated on the proposal issued to Customer.

#### 'Support activities':

- 'Support work' means the work required to support, explain, configure, set up or supervise the use of software for one specific customer situation.

- These activities will always be charged to the Customer.
  - This can be on the basis of fixed price or subsequent calculation.
  - 'Support work' will be charged based on the then current hourly rates stated on the proposal issued to Customer.

Payment:

- The rates quoted in the proposal are exclusive of the applicable VAT rate.
- You must, in accordance with the conditions stated on the invoice, ensure payment within 14 days after Customer receives the relevant invoice.
- In case of non-payment, misconduct or breach of contract, Supplier has the right to disconnect the services provided without compensation. In the event of late payment, Supplier shall also engage a collection agency, the costs of which shall be recovered from Customer.

General Terms and Conditions:

- Supplier applies the Dutch ICT Terms and Conditions of the trade association ICT~Office, these form an integral part of this SLA, on the understanding that in the event of conflict the provisions of this SLA shall prevail.