

Service Level Agreement BIMcollab®

2022-01 KUBUS BV

This Service Level Agreement (“**Agreement**”) forms part of the contract for the BIMcollab® Services as laid out in the “BIMCOLLAB BUSINESS AGREEMENT”, between the end-user (hereafter the “Customer”) and KUBUS BV (hereafter the “Service Provider”), together as the “Parties”.

WHEREAS

(A) KUBUS acts as the Service Provider for all BIMcollab® services (hereafter the ‘Services’), also representing third parties hired by KUBUS to provision IT Services.

(B) The Customer is a user, or seeks to become a user of the Services defined hereafter.

(C) The Parties wish to lay down their rights and obligations.

IT IS AGREED AS FOLLOWS:

1. Agreement Overview

This Agreement represents a Service Level Agreement (“SLA”) between KUBUS and Customer for the provisioning of IT services required to support and sustain the Service.

This Agreement remains valid until superseded by a revised agreement mutually endorsed by the stakeholders. This Agreement outlines the parameters of all IT services covered as they are mutually understood by the primary stakeholders. This Agreement does not supersede current processes and procedures unless explicitly stated herein.

2. Goals & Objectives

The purpose of this Agreement is to ensure that the proper elements and commitments are in place to provide consistent IT service support and delivery to the Customer(s) by the Service Provider(s). The goal of this Agreement is to obtain mutual agreement for IT service provision between the Service Provider(s) and Customer(s).

The objectives of this Agreement are to:

- Provide clear reference to service ownership, accountability, roles and/or responsibilities.
- Present a clear, concise and measurable description of service provision to the customer.
- Match perceptions of expected service provision with actual service support & delivery.

3. Periodic Review

This Agreement is valid from the Effective Date outlined herein and is valid until further notice. This Agreement should be reviewed at a minimum once per fiscal year; however, in lieu of a review during any period specified, the current Agreement will remain in effect.

The Service Provider is responsible for facilitating regular reviews of this document. Contents of this document may be amended as required, provided mutual agreement is obtained from the primary stakeholders and communicated to all affected parties.

4. Service Agreement

The following detailed service parameters are the responsibility of the Service Provider in the ongoing support of this Agreement.

4.1. Service Scope

The following Services are covered by this Agreement;

- Manned telephone support
- Monitored email support
- Remote assistance using Remote Desktop and a Virtual Private Network where available
- Planned or Emergency Onsite assistance (extra costs apply)
- Monthly system health check

4.2. Customer Requirements

Customer responsibilities and/or requirements in support of this Agreement include:

- Payment for all support costs at the agreed interval.
- Reasonable availability of customer representative(s) when resolving a service related incident or request.

4.3. Service Provider Requirements

Service Provider responsibilities and/or requirements in support of this Agreement include:

- Meeting response times associated with service related incidents.
- Appropriate notification to Customer for all scheduled maintenance.

4.4. Service Assumptions

Assumptions related to in-scope services and/or components include:

- Changes to services will be communicated and documented to all stakeholders.

5. Service Management

Effective support of in-scope services is a result of maintaining consistent service levels. The following sections provide relevant details on service availability, monitoring of in-scope services and related components.

5.1. Support Availability

Coverage parameters specific to the Services covered in this Agreement are as follows:

- Support by chat: 9:00 A.M. to 5:00 P.M. Central European Time, Monday - Friday,
- Support by email: Monitored 9:00 A.M. to 5:00 P.M. Central European Time, Monday - Friday. Emails received outside of office hours will be collected, however no action can be guaranteed until the next working day.
- Onsite assistance guaranteed within 72 hours during the business week

5.2. Service Requests

In support of services outlined in this Agreement, the Service Provider will respond to service related incidents and/or requests submitted by the Customer within following time frames:

High priority:

unavailability of the services, incidents where data loss is involved or large number of staff members of Customer is not able to do their jobs:

- European office time (CET): 1 hour response time.
- European nighttime & weekend: 8 hours response time.
- Over 90% of incidents are resolved within 1 hour of incident notification time.

Medium priority:

Support requests about correct functioning of the services; small number of staff members of the Customer are affected:

- Within 48 hours European office time (CET)
- Over 90% of incidents are resolved within 8 European office hours CET) of incident notification time.

Low priority:

All other support requests

- Online self-support is available for free on www.bimcollab.com.
- Within 5 working days European office time (CET)
- Over 90% of incidents are resolved within 8 European office hours CET) of incident notification time.

6. Network-overview

BIMcollab Cloud runs on dedicated ultramodern servers with load balancing for spaces in different time zones to minimize access-time. The servers are located in the datacenter of Interconnect (www.interconnect.nl) with colocation in the cities Eindhoven and 's-Hertogenbosch, both in the south of the Netherlands (Tier 3++) with 99,9% uptime guaranteed excluding scheduled maintenance. Downtime for maintenance is minimized where possible and planned in weekends. When impact is expected to be high, Customer will be contacted up front in a timely manner to give approval.

Monitoring of the availability of the Services is 24/7 and pro-active. On failure a restore procedure is started within 1 hour during European office time (CET) or within 8 hours during nighttime & weekend. Continuous system backups are being stored off-site. Annual reports of downtime are available upon request.

With Interconnect we offer redundant hardware in a dual datacenter, a financially healthy hosting partner with even after bankruptcy a 6 month continuation of the services.

7. Certifications

At this time we have no plans on achieving 3rd party certifications. Our goal is to perform self-assessments based on the CSA Star program mid 2021.

Our datacenter provider Interconnect is ISO27001, ISO9001 and ISO14001 certified, offering a very high standard of power and network infrastructure. The energy efficient direct and dynamic free cooling with Cold Corridor principle makes the datacenter one of the most energy save centers in the Netherlands. There is 24x7x365 access, support and security.

Interconnect has ISAE 3000 / SOC 2 type 2 reporting and accompanying assurance report, providing an independent judgement about the quality aspects (principles) 'security' and 'availability' of the datacenter and cloud services Interconnect is providing.

The datacenters of Interconnect are certified PCI-DSS ('Payment Card Industry Data Security Standard') offering high standards for security of credit card data. It includes physical- and information security policies.

8. Performance and Security of the services

Root access to servers:

- A limited number of senior engineers (both internal and 3rd party IT) have root access to the servers,
- Access can only be achieved from pre-approved IP addresses,
- All communication is performed over encrypted communication lines.

We guarantee a minimum performance of the services:

- 98% of the time, all pages load within 2 seconds, based on normal use. Do note that:
 - With very large data sets (100K+ issues in a project), loading times might be longer.
 - We cannot guarantee the performance of any integrated 3rd party viewers.
- 4 issues per second uploading speed from BCF Managers or 3rd party connections.
 - With very large viewpoints (25K+ components) uploading times can be longer

9. On-premise solution

When you need to have full control of data security or your projects require that the data is hosted on privately owned servers we offer an on-premise version. With on-premise solutions the Customer takes full responsibility for data security, back-ups and root-access-rights. The on-premise version can be installed via remote desktop or screen sharing solutions like Team Viewer.

10. Other services available

On request we can offer support on these additional services:

- Migration to and from Services,
- An assigned support manager and account representative: Enterprise Plan only

IN WITNESS WHEREOF, this Agreement is entered into with effect from the date first set out below.

Customer

Name: _____

Title: _____

Date Signed: _____

Signature _____

KUBUS BV

Name: HTM Pijnenburg

Title: CEO

Date Signed: _____

Signature _____