

Service Level Agreement 'Tidal Control' - Standard

1 December 2023

For definitions of each Service feature ("Service Feature") and to review historical and current Uptime, a report is available upon request. Capitalized terms used but not defined in this Service Level Agreement ("SLA") have the meaning assigned in Client's applicable agreement.

UPTIME GUARANTEE (STANDARD SERVICE LEVEL)

"Uptime" is the percentage of total possible minutes the applicable Tidal Control service was available in a given calendar quarter. Tidal Control B.V. commits to maintain at least 95.0% Uptime for the applicable Tidal Control service. The Uptime calculation for each Service Feature that may be included with the applicable Tidal Control service is described below ("Uptime Calculation"). If Tidal Control B.V. does not meet the SLA, Client will be entitled to service credit to Client's account ("Service Credits") based on the calculation below ("Service Credits Calculation"). Note, Downtime does not affect every Client at the same time or in the same way.

Service Feature	Uptime Calculation	Definition	Service Credit Calculation
Control, Asset, Plan, Activities	(total minutes in a calendar quarter – Downtime) / total minutes in a calendar quarter	"Downtime" is a period of time where either (a) the error rate exceeds five percent (5%) for any Service Feature or (b) the Service was unavailable as determined by a combination of Tidal Control's internal and external monitoring systems.	A Service Credits claim may be based on either (not both) of the following calculations: 10% of the amount Client paid for a Service Feature in a calendar quarter where the Uptime for that Service Feature was less than or equal to 95.0% but greater than 90.0% OR 25% of the amount Client paid for a Service Feature in a calendar quarter where the Uptime of that Service Feature was less than 90.0%

EXCLUSIONS

Excluded from the Uptime Calculation are Service Feature failures resulting from (i) Client's acts, omissions, or misuse of Tidal Control including violations of the Agreement; (ii) failure of Client's internet connectivity; (iii) factors outside Tidal Coöperatie UA. reasonable control, including force majeure events; (iv) Client's equipment, services, or other technology; (v) product features marked as 'Preview', 'Beta' or similar; or (vi) scheduled downtime communicated to the Client at least 24 hours in advance.

SERVICE CREDITS REDEMPTION

If Tidal Control B.V. does not meet this SLA, Client may redeem Service Credits only upon written request to Tidal Control B.V. within thirty (30) days of the end of the calendar quarter. Written requests for Service Credits redemption as well as the reports of the availability report should be sent to Tidal Control Support. Service Credits may take the form of a refund or credit to Client's account, cannot be exchanged into a cash amount, are limited to a maximum of ninety (90) days of paid service per calendar quarter, require Client to have paid any outstanding invoices, and expire upon termination of Client's agreement with Tidal Control B.V. Service Credits are the sole and exclusive remedy for any failure by Tidal Control B.V. to meet any obligations in this SLA.

RESPONSE TIME

Tidal Control B.V. will respond to service requests within two (2) business days (in accordance with Article 6.2 of Term and Conditions 'Tidal Control').

BACKUP & DISASTER RECOVERY

Tidal Control B.V. will maintain a regular backup – at least once every 24 hours – and retain those backups for at least 14 days. Restoring a backup can be done on client request by the support team. In addition, Tidal Control B.V. will maintain disaster recovery technology and procedures designed to accommodate a Recovery Point Object (RPO) of 1 day and Recovery Time Objective (RTO) of 48 hours.