

## Service Level Agreement

Dear sir, madam,

Please find below the plan of action for the implementation of Normec Foodcare Online, hereinafter referred to as NFO, within-XXXX.

### 1. Implementation

#### *Knowledge and skills*

In addition to extensive knowledge of the NFO application, all NFO employees have a higher and/or academic food background with several years of practical experience. From their experience, they are able to connect to the practical situation of your organization when setting up the application.

#### *Implementation*

As part of this proposal, implementation days will be offered by NFO. The final number of implementation days will be determined in consultation and depends mainly on your wishes. During these implementation days, the purchased module will be set up so that it can be used by your organization. This means that the system is ready for use, without the desired data being entered in all cases. Of course, if desired, the number of implementation days can be extended to perfect the set-up of the system. During the first day, a number of your chosen employees will receive instructions on the operation of the NFO application so that they are able to use the system independently. Annually, the need for to recurrent training. This recurrent training can promote further optimization in use and functionality of the application. Besides these

trainings at your location, NFO also offers trainings based on open registration and via E-learning. The application can be used completely independently by the trained employees of your organization without the intervention of NFO. Of course, if desired, support can be obtained from an NFO employee.

#### *Migration*

If migration work has been agreed upon, it will be carried out with utmost care by our employees. Verification of data is in all cases the responsibility of the client.

#### *Timetable*

Implementation days are scheduled in consultation with your organization. The NFO application can be used immediately after completion of the implementation. No installation or setup is required in your ICT environment, unless otherwise stated in this proposal. Your employees will start using the application directly in your own database on your own NFO website (hosted by us) during the implementation day.

#### *Confidentiality and data ownership*

The employees of NFO are bound to strict confidentiality of information, technical data and/or documentation as well as any other data of the client that can be considered confidential. Each employee has signed this confidentiality agreement. This is considered one of the core values of our company considered. The client remains at all times the owner of the data stored by its organization within the NFO application. NFO shall at all times cooperate to export this data, e.g. in case of termination of the cooperation.

## 2. Support and updates

### *Support*

Our website is provided with an up-to-date support page that can be consulted at all times. Should the required information not be available, you can always contact us by phone. During office days, the NFO support department can be reached free of charge for questions from 8.30 a.m. to 5 p.m. via telephone number +31 (0)73 553 06 78 or by e-mail at [support@normecfoodcareonline.com](mailto:support@normecfoodcareonline.com). Regular support emails will be answered within 24 hours whenever possible.

### *System failure and updates*

In the event of system failure and reported errors, feedback on the cause of the failure and its resolution will be provided within 4 hours. If necessary, a remedial action will be scheduled by NFO with the highest possible urgency.

To determine the cause of the system failure, the support department may ask you to provide certain information or perform actions within the database. This is for the purpose of making an accurate diagnosis. Your system administrator may need to perform certain actions within the customer database. Performing these actions is mandatory to resolve the system failure. Failure to cooperate with these actions may prevent the resolution of the system failure to the point of slowing down. In addition, the support department may perform actions within your database to reproduce or resolve the system failure. The support department will always ask the user for permission before performing actions within the customer database.

Other (smaller) forms of system failure and general improvement suggestions that are not classified as customizations will be scheduled for realization in general updates in

consultation with your application administrator. Improvement suggestions can be made by discussing them with your NFO contact person or by emailing them to [support@normecfoodcareonline.com](mailto:support@normecfoodcareonline.com). The time frame for realization depends on the priority of the item in question and is determined in consultation with our customers. The number and scope of updates will be determined by NFO based on the budget made available for this purpose. No additional costs are charged by NFO to use regular updates. Each update is announced in advance through our online support page and through support emails we send. NFO reserves the right to perform an update without customer approval.

### *Customization*

The definition of customization is extensions to the system that are specific to the customer's situation. These can be generic adjustments that must be realized before the (by NFO) determined realization date (rush orders) or adjustments that for other reasons are not implemented in general system updates. NFO reserves the right to realized customization at a later stage to offer some or all of it as standard functionality. No confidential processes or other information of the customer in question are made available to other customers.

### *Passwords*

NFO is not responsible for password management. Users of NFO can change passwords themselves, if they are authorized to do so. They are therefore responsible for managing this themselves. NFO cannot be held liable for misuse, loss or theft of passwords. NFO requires an application manager (point of contact) appointed by your

organization to assume responsibility for password management and assigning rights/roles. To ensure optimal security, the following measures are applied by NFO:

- Passwords are composed of at least 10 characters;
- Passwords of regular system users are not visible to application administrator(s);
- The frequency for mandatory password changes is at least once every 3 months and can be increased by your application administrator.

### 3. Application availability and data security

#### *General*

Both the NFO application and the data are stored in data centers located within the Netherlands. This has the advantage that only Dutch Internet connections are used. These Internet connections are very fast and, because of data storage within its own (NL) country borders, NFO is not dependent on fewer fast connections from other countries. In addition, storing data in the Netherlands has the advantage that the AVG (General Data Protection Regulation) applies.

#### *Data centers*

Various measures apply to the servers and data centers we use, in which these servers are stored, to ensure maximum availability of the NFO application and degree of security. Within the main data center, all vital systems, such as the power supply, the emergency power supply, the air conditioning and the network connections, are at least redundant (or double) according to the so-called N+1 principle. Should one of the systems fail, a second system takes over the tasks immediately. Certain systems are even duplicated (N+2). All measures together ensure that the data center meets the Tier3 classification, which makes it possible to guarantee 99.982% server uptime.

In addition, the data centers are certified to the ISO 27001 standard for information security. From the requirements of this standard, among others, an intrusion detection alarm and an alarm system (security class 4) with closed CCTV video circuit have been applied. Furthermore, extensive access controls by means of electric sliding gates for incoming and outgoing vehicles have also been applied, and persons with access have been announced in advance. Unauthorized persons are denied access to the data center. Authorized persons must also sign themselves in prior to a visit. In addition to the ISO 27001 standard, the main data center is also certified to ISO 9001 and ISO 14001 standards.

The servers have an unlocking of 1GB p/s to make stored data visible on the Internet. The network has a double exclusion to the Internet. This means that there are multiple fiber optic connections so that the connection continues to function if one fiber optic connection fails.

#### *Backups, server configuration and firewall*

In addition to securing the physical location where the clusters run, security and management of the virtual servers is also necessary. NFO's servers are provided with monthly updates to the Operating System and middleware (being server software). These updates ensure up-to-date software which reduces the chance of abuse. A team of engineers continuously monitors these changes and possible leaks.

The servers are configured in a so-called N+1 high availability cluster. This means that all servers run in a cluster, with at least one physical server always on standby.

Maintenance on the physical servers can thus be performed without impacting the availability of the virtual servers. It also guarantees maximum availability in case of failures. Continuous monitoring of server performance takes place on both a proactive and reactive basis (24\*7\*365). As a result, certain issues, such as the filling up of a disk, will be noticed prematurely, allowing timely intervention. In this way, a higher level of uptime can be guaranteed. NFO's servers use two different backup methods, namely VEEAM and IASO.

#### *VEEAM*

This involves an off-site server replica (disaster recovery). This means that after making this replica backup, the data is written to a geographically separate location. Using VEEAM, a complete copy of the server is stored. The server is backed up daily (overnight). This daily backup is stored for a period of 10 days. Through VEAM it is possible to restore a backup of the entire server to the state it was in when the backup was made.

#### *IASO*

This concerns the daily backup of all files, folders and databases, which takes place at night. Upon request, these files can be restored by NFO. A backup is made every night and stored for 5 days. IASO allows de-duplication and compression of data. Encryption (256-bit AES) is used to store IASO backups. This encryption can only be decrypted from NFO's production server and makes the data unusable by external parties.

By default, the firewalls on our servers block all access except public traffic from outside to the server. This allows us to guarantee the security of the servers. Optionally, NFO offers the possibility to access your NFO environment limited to the IP addresses of your own organization.

An SSL certificate is used to secure the connection between the application at our customers' premises and the data centers. An SSL certificate is an encryption protocol and can be recognized by the lock in the browser window and the HTTPS connection in the browser window. Through this security, NFO protects itself against so-called /'man in the middle attacks'.

#### **4. Conditions**

##### *General*

NFO asks the client to appoint one application manager, who on the one hand functions as a direct contact for NFO and on the other hand as a direct contact for employees within your own organization. In case of questions or ambiguities, your organization's application manager will contact NFO. If your organization has multiple locations, it is preferable to appoint one umbrella application manager. However, this is not mandatory.

The cost estimate does not include costs charged by the company's own (or hired) IT department for the placement/purchase of software and hardware.

NFO does not provide hardware. All hardware is in-house. Therefore, NFO does not provide hardware support, at most advice to which no rights can be attached. If NFO provides hardware in the form of a promotion, the hardware will accompany the purchase invoices and, if applicable, warranty receipts upon transfer. NFO is an online application, and for that reason using the application is not one-to-one comparable to

word processing and spreadsheet programs, such as Microsoft Word and Microsoft Excel. Therefore, you may need to use different practices in NFO for editing and processing text, images, tables and so on than you are used to when using Microsoft Word or Excel. Existing texts and tables can be copied and pasted from Word and Excel into NFO, but often further formatting changes need to be made. During the implementation day and through our online support page, you will be sufficiently informed about the methods for editing and processing text, images, tables, etc. in NFO.

All our offers and agreements are subject to the 'NLdigital Conditions 2020', filed with the District Court of Midden-Nederland, location Utrecht.

The conditions can be handed over on request. Where in these terms and conditions reference is made to 'errors' this means the substantial failure of the software or technical specifications of the software and, in the event that the software is wholly or partly custom-made software, to the functional or technical specifications expressly agreed in writing. An error shall only exist if the Customer can demonstrate it and, moreover, it is reproducible. The Client is obliged to report errors immediately. NFO has no obligation with regard to defects in or to the software other than in respect of errors within the meaning of these General Conditions. The client is solely responsible for the output and must always verify its accuracy. NFO cannot be held liable for inaccuracies in the output or any resulting damages, including those caused by system errors or incorrect use by the client.

In addition to these conditions, the products, software and written information made available by NFO, which are provided to the customer in the form of a license, are subject to the following conditions. This is a non-exclusive and non-transferable license to use said goods exclusively within the client's own sphere of influence

(supply chain). Any services offered by the customer of NFO to third parties not specifically identified in the offer will be fined. Regardless of whether financial earnings have been made from offering services through the NFO application, a fine of €50,000 will be imposed on the client per workweek of abuse. By abuse is meant: offering services, whether paid or not, to third parties who are not licensees of NFO, through the NFO application. Some examples are offering training through the NFO application to third parties who do not work in the licensed company, offering inspections/audits through the NFO application to third parties, offering manuals, documents, specifications and other services of the NFO application to third parties who do not have a valid license of the NFO application. An exception is of course the intended use within the own supply chain, as intended using the NFO application. All misuse of the NFO application to third parties will result in immediate blocking of the license. NFO reserves the right to check the database for misuse at any time.

#### *System*

The current situation of your equipment and resources are in accordance with NFO's technical specifications, knowing a Google Chrome or Mozilla Firefox browser that is up to date (most recent version). For all mobile devices, the most recent version of the necessary operating software should be available. NFO recommends Apple iPad as tablet and Google Chrome as browser.

#### *Data management and continuity*

Despite our commitment to maximum application availability, NFO is not responsible for server downtime. Due to necessary maintenance on NFO's server by ourselves,

there may be deviations from the mentioned uptime targets. This may be necessary, for example, in case of emergencies. You will be notified of this by e-mail. Our servers are stored in the data centers of an external supplier. Our supplier is a stable company that can take a beating. This is reflected, among other things, in the credit rating of this organization's parent company. However stable the organization is, it is nice that should things go wrong, there is a 'safety net' built in. Our supplier has this safety net built in by housing its entire infrastructure in another entity. Should our supplier, for whatever reason, go bankrupt, then the infrastructure and therefore customer data is shielded from bankruptcy. Our supplier is also a member of the DHPA foundation, which promotes the interests of leading Dutch providers. Our supplier complies with the guidelines of the DHPA code of conduct which contributes to a reliable and safe service and fulfills our responsibility towards society and our staff. Proof of the credit veracity of our supplier and copies of the agreements NFO has entered into with them can be requested in consultation.

A similar structure has been applied internally by NFO. Should NFO, for whatever reason, go bankrupt, the Normec Group as parent organization will take care of availability of the application. If necessary, an escrow arrangement can be agreed upon at additional cost.

#### *Ownership and escalation*

Normec Foodcare Online B.V. is owned by the Normec Group. All contracts entered into by NFO with third parties are in the name of the Normec Group. Also in case of escalation, the Normec Group acts as a mediator who can represent the interests of the customer. The customer owns the data stored by his organization in the NFO application at all times. In the event of dissolution of the contract, NFO shall offer full cooperation in any disclosure of data.

#### **5. Rates**

Rates of the services and products purchased by you are included in this offer. These rates are indexed annually and are exclusive of call-out charges and VAT. For work at your location, call-out charges of € 0,74 per kilometer from our nearest office in Zwolle, Den Bosch, Antwerp, Torhout or Ghent will apply. Any additional services and products are included in the attached price list. The term of payment is 30 days.

#### *Users*

User licenses are invoiced monthly based on the actual users present within the application, per user per month (hereafter: p.g.p.m). Within the price list of this offer is an indication of the expected tiered price, which is applicable to you. Each month will be billed according to the actual number of users. The number of active users within the application is customizable.

1-3 users:	€ 15 p.u.p.m.
4-10 users:	€ 10 p.u.p.m.
11-100 users:	€ 7,50 p.u.p.m.

Unlimited use:	
Unlimited use - 1 location:	€ 225 p.m.
Unlimited use – 2 locations:	€ 285 p.m.
Unlimited use – 3 locations:	€ 325 p.m.
Unlimited use – 4 locations:	€ 365 p.m.
Unlimited use – 5 or more locations:	€ 405 p.m.

### *E-learning tokens*

E-learning tokens are billed monthly based on the actual tokens consumed within the application. For the completion of internal trainings and textbook trainings, one token is consumed per successful, or final failed student for a course. Within the price list of this quotation is an indication of the expected graduated price, based on the estimated tokens on an annual basis. We evaluate annually whether the estimated staffing is still applicable.

#### Tokens:

0-25 tokens:	€ 9,95 per token
26-100 tokens:	€ 8,95 per token
100-500 tokens:	€ 7,95 per token
>500 tokens:	€ 5,95 per token

#### Unlimited use:

Unlimited use - 1 location:	€ 695 p.m.
Unlimited use - 2 locations:	€ 895 p.m.
Unlimited use - 3 locations:	€ 1095 p.m.
Unlimited use - 4 locations:	€ 1295 p.m.
Unlimited use – 5 or more locations:	€ 1495 p.m.

### **6. Period of validity and cancellation**

This plan of action has a validity period of 30 (thirty) days from date. Licenses purchased will start after completion of the implementation in accordance with the agreed implementation schedule, or 6 (six) months after the date of approval of the cooperation agreement. The licenses are valid for a period of 3 (three) years and are tacitly renewed each year thereafter. Termination can be done annually until at least 1

(one) calendar month before the license expires (after expiration of contract term). Terminations must be submitted in writing. If the license(s) are terminated before the full term of the contract, the remaining license fees will be charged in full. User licenses are billed per month and can therefore also be changed per month by you. There are no restrictions on this. If an implementation is cancelled 2 (two) working days before the scheduled date, 50 (fifty)% of the applicable rate will be invoiced. If cancellation occurs the day before the scheduled date or on the scheduled date, the full amount will be charged. The implementation will be invoiced at the moment the first contact moment is planned.

The most recent version of the Service Level Agreement (SLA) is listed on NFO's support page (via the Help-button in the application) under Contact – SLA. Changes are not actively communicated. Continued use of the services after the publication of this SLA is deemed to constitute acceptance of its contents.

### **7. In conclusion**

We thank you for the trust you have placed in us. We expect that your assignment will lead to a successful cooperation between NFO and your organization with the goal of realizing a digital quality system at the most favorable terms and conditions for you.

Any follow-up questions about the content of the above are always welcome. Of course we are also willing to come and explain the above.