

Service Level Agreement

Ongo Agility / Availability, support and service credits

Version 2026-27 / Updated 8 September 2026

Draft for legal review. Prepared for Ongo Systems B.V. This document should be reviewed by Dutch legal counsel before first external use and read together with the Master Service Agreement, applicable Order Form and, where applicable, the DPA, AUP, Security Schedule and regulatory addenda.

This Service Level Agreement ("SLA") forms part of the Agreement between Ongo Systems B.V. ("Ongo") and Customer. It applies only to Production Services expressly identified in an Order Form as subject to this SLA. Capitalized terms not defined in this SLA have the meanings given in the Master Service Agreement ("MSA").

1. Scope and service boundary

1.1 This SLA applies to each production instance, tenant or service component of Ongo Agility expressly identified in the applicable Order Form as a "Production Service" and hosted or operated within the service boundary Ongo has agreed to manage.

1.2 Unless the Order Form expressly states otherwise, this SLA does not apply to Proof Sprints, implementation periods, sandboxes, development or acceptance environments, trials, beta or preview functionality, customer-hosted components, Customer Systems, Customer-controlled integrations, or Third-Party Systems outside Ongo's agreed service boundary.

1.3 The Order Form may specify a different availability tier, support tier, service boundary, monitoring scope, maintenance arrangement, recovery commitment or other Customer-specific service level. A Customer-specific term applies only to the extent expressly stated in the Order Form.

1.4 If this SLA conflicts with another part of the Agreement, the order of precedence in the MSA applies. The DPA governs Personal Data Breach notification and other Personal Data processing matters; a Regulatory Addendum governs any regulated service-level or incident obligation within its stated scope.

2. Definitions and availability measurement

2.1 "Business Hours" means 09:00 to 17:30 local time in the Netherlands, on each Business Day. Local Netherlands time means CET or CEST as applicable.

2.2 "Monthly Uptime Percentage" means the total minutes in the applicable calendar month, less Unavailable Minutes, divided by the total minutes in that month, multiplied by 100. Excluded Minutes under Section 4 are removed from both the numerator and denominator to the extent necessary to avoid counting excluded events as unavailability.

2.3 An "Unavailable Minute" is a full minute during which the core functionality of the affected Production Service is materially inaccessible to, or unusable by, substantially all Authorized Users of the affected Customer due to a failure within Ongo's agreed service boundary.

2.4 A defect, latency event, isolated user issue, failure of a non-core feature, degraded functionality for which a materially equivalent workaround remains reasonably available, or an unsuccessful request that succeeds on reasonable retry does not constitute an Unavailable Minute unless the overall effect satisfies Section 2.3.

2.5 Availability is measured for the affected Production Service using Ongo's service telemetry, monitoring, logs and incident records. Ongo will consider reliable Customer evidence where Ongo's records are incomplete or reasonably disputed. The same minute will not be counted more than once for the same affected Production Service.

3. Standard Availability Commitment

3.1 For a Production Service on the Standard tier, Ongo commits to a Monthly Uptime Percentage of at least 99.5% (the "Availability Commitment").

3.2 The Availability Commitment is a conditional contractual service level measured under this SLA. It is not a representation that the Services will be uninterrupted or error-free, and it does not replace Customer's responsibility to maintain continuity arrangements appropriate to its operations and risk profile.

3.3 Any enhanced availability commitment, dedicated architecture, redundancy, failover, multi-region service or other higher-resilience arrangement applies only where expressly purchased and described in an Order Form or Security Schedule.

4. Excluded Minutes and events

4.1 Unavailable Minutes do not include downtime or degradation caused by, resulting from, or materially extended by any of the following, to the extent outside Ongo's reasonable control or otherwise stated below:

(a) Scheduled Maintenance carried out in accordance with Section 9; (b) emergency maintenance or emergency changes reasonably necessary to address a material security, legal,

privacy, integrity or availability risk; (c) Customer acts or omissions, Customer Systems, Customer-controlled infrastructure, endpoints, identity

providers, credentials, instructions, configuration, integrations or network connectivity; (d) Customer's failure to follow Documentation, supported configurations, reasonable remediation instructions,

capacity limits, quotas or required security controls; (e) Third-Party Systems, internet carriers, public networks, cloud or model providers, utilities or other external

dependencies outside Ongo's agreed service boundary, except to the extent the Order Form expressly makes the relevant dependency part of an enhanced service commitment; (f) a force majeure event within the meaning or scope of the MSA; (g) a suspension or restriction permitted under the Agreement, including for non-payment, security risk,

unlawful use or material breach; (h) beta, preview, trial, sandbox, Proof Sprint, development or acceptance functionality; (i) Customer-initiated changes, tests, migrations, imports, exports, bulk jobs or unusual workloads that

materially exceed agreed or documented limits; (j) a security event, denial-of-service attack or malicious activity that Ongo could not reasonably prevent

through the safeguards applicable to the contracted service boundary; or (k) an event occurring before Ongo has received sufficient information to identify an alleged issue where the

absence of that information materially prevents diagnosis, provided that Ongo does not rely on this exclusion for periods independently established by its own monitoring. 4.2 Ongo will apply exclusions reasonably and only to the duration and affected scope attributable to the excluded event. An excluded cause does not automatically exclude an unrelated failure within Ongo's service boundary.

5. Service credits

5.1 If the Monthly Uptime Percentage for an affected Standard-tier Production Service falls below the Availability Commitment, Customer may request a service credit as follows:

MONTHLY UPTIME PERCENTAGE	SERVICE CREDIT
99.5% or higher	None
99.0% to <99.5%	5% of the monthly recurring fee for the affected Production Service
98.0% to <99.0%	10% of the monthly recurring fee for the affected Production Service
Below 98.0%	25% of the monthly recurring fee for the affected Production Service

5.2 Service credits are calculated only against the recurring subscription fee attributable to the affected Production Service for the affected month. Implementation, Proof Sprints, Professional Services, taxes, usage-based AI or model charges, communications charges and third-party pass-through charges are excluded.

5.3 The aggregate service credit for an affected Production Service in a calendar month may not exceed 25% of the applicable monthly recurring fee, regardless of the number of incidents or overlapping service-level failures. Credits are applied against future amounts due under the affected Order Form and have no cash value, except where mandatory law requires otherwise.

5.4 Service credits are Customer's sole and exclusive contractual remedy for Ongo's failure to meet the Availability Commitment itself. This Section does not limit remedies that may apply to a separate and independent breach of the Agreement, including a breach of confidentiality, data-protection or security obligations, subject in each case to the MSA and applicable law.

6. Service credit claims

6.1 Customer must submit a service-credit request in writing within thirty (30) days after the end of the calendar month in which the relevant unavailability occurred. The request should identify the affected Production Service, incident date and time, observed impact and any reasonably available supporting information.

6.2 Ongo will assess the request against its service records and the measurement rules in this SLA. Customer shall provide reasonable additional information needed to validate a disputed period. Ongo will not unreasonably reject a claim solely because Customer cannot provide information that is uniquely within Ongo's control.

6.3 Failure to submit a claim within the period in Section 6.1 waives the contractual service credit for that month, except where mandatory law prevents such waiver.

7. Support service

7.1 Standard Support is provided during Business Hours unless the applicable Order Form expressly includes Enhanced Support. Support must be requested through the support channel identified in the Order Form or Documentation.

7.2 For Standard Support, an initial response target begins when Ongo receives a support request containing information reasonably sufficient to understand and triage the issue. A request received outside Business Hours is treated as received at the start of the next Business Hours period. Ongo may request additional information where reasonably necessary to begin diagnosis.

7.3 Standard Support severity levels and initial response targets are:

SEVERITY	DESCRIPTION	INITIAL RESPONSE TARGET
P1 - Critical	The affected Production Service is materially unavailable to substantially all Authorized Users, or there is a confirmed critical security incident within Ongo's service boundary with material ongoing impact.	4 Business Hours
P2 - High	Material production functionality is unavailable or seriously degraded for a significant group of users and no reasonable workaround is available.	1 Business Day
P3 - Normal	Non-critical defect, degraded functionality, configuration issue or support request where a reasonable workaround may exist.	2 Business Days
P4 - Low	General question, cosmetic issue, documentation request, minor configuration matter or feature request.	3 Business Days

7.4 An initial response means acknowledgement and reasonable commencement of triage. It is not a guaranteed resolution or restoration time. Resolution depends on severity, reproducibility, Customer cooperation, technical complexity, dependencies and third-party involvement.

7.5 Ongo may reasonably reclassify severity where the facts do not support the Customer-selected level or where impact changes, and will explain a material reclassification on request. Customer shall not knowingly overstate severity.

7.6 Enhanced Support, including any 24x7 coverage, shorter P1 response time, dedicated escalation path or named support contact, applies only if the Order Form expressly states the purchased hours, response targets and any applicable Fees. No enhanced target is implied by this SLA.

8. Incident management and communications

8.1 For a material production incident within Ongo's agreed service boundary, Ongo will investigate, contain or mitigate the issue and communicate material status changes at intervals reasonably appropriate to the severity and available information.

8.2 For a P1 incident, Ongo will use commercially reasonable efforts to maintain an active incident-management process until the Production Service is restored or a materially effective workaround is available.

8.3 After stabilisation of a material P1 incident within Ongo's service boundary, Ongo will, where reasonably useful, provide a concise incident summary or root-cause explanation. Any such explanation may exclude information that would compromise security, third-party confidentiality, legal privilege or the integrity of an ongoing investigation.

8.4 Support response targets and operational incident communications under this SLA do not replace, extend or delay any Personal Data Breach notification duty under the DPA or any notification obligation that applies directly to Ongo under mandatory law.

8.5 If Customer is subject to the Cyberbeveiligingswet, NIS2, DORA or another regime imposing Customer-specific supplier notification, reporting, assistance or escalation timeframes, those additional commitments apply to Ongo only where required directly by mandatory law applicable to Ongo or expressly agreed in an Order Form, Security Schedule or Regulatory Addendum. Customer remains responsible for its own regulatory notifications unless applicable law or an agreed addendum states otherwise.

9. Maintenance and service changes

9.1 "Scheduled Maintenance" means planned maintenance that Ongo reasonably expects may materially affect a Production Service. Ongo will use commercially reasonable efforts to schedule such maintenance to minimise Customer impact and, where reasonably practicable, provide at least forty-eight (48) hours' advance notice through the agreed communication channel.

9.2 Ongo may carry out emergency maintenance or emergency changes without advance notice where reasonably necessary to protect security, availability, data integrity, legal compliance or service continuity. Ongo will provide notice as soon as reasonably practicable where the change materially affects a Production Service.

9.3 Maintenance that does not materially affect the availability of the Production Service does not constitute downtime. Material breaking changes to Ongo-controlled APIs or contracted functionality are governed by the change provisions of the MSA and any applicable Order Form.

10. Business continuity, backup and recovery

10.1 Ongo shall maintain business-continuity, backup and recovery practices proportionate to the hosting model, service boundary, information risk and maturity of the contracted Services.

10.2 Specific recovery time objectives (RTO), recovery point objectives (RPO), backup frequency, retention periods, dedicated failover, multi-region architecture, disaster-recovery testing frequency or restoration commitments apply only if expressly stated in the Order Form or Security Schedule.

10.3 Unless a specific RPO is expressly agreed, backups and recovery arrangements do not constitute a guarantee of zero data loss. Customer remains responsible for any Customer-side backup, archive, export or continuity obligation assigned to it under the Agreement or its own regulatory framework.

11. Customer responsibilities

11.1 Customer shall:

(a) maintain current support and escalation contacts; **(b)** promptly provide logs, timestamps, screenshots, reproduction steps, affected users and other information

reasonably required to diagnose an incident; **(c)** use supported browsers, interfaces, configurations, integration versions and documented operating

parameters; (d) maintain Customer Systems, endpoints, identity-provider availability, Customer-controlled networks,

credentials and integrations; (e) apply Customer-side remediation or configuration changes reasonably required to restore compatibility,

security or service; (f) use reasonable continuity measures appropriate to the importance of the affected workflow; and (g) classify incidents reasonably and cooperate with incident containment and recovery.

11.2 Ongo is not responsible for delay in diagnosis, mitigation or recovery to the extent materially caused by Customer's failure to meet Section 11.1, but will resume the applicable support activity when the dependency is resolved.

12. Third-Party Systems and dependency incidents

12.1 Where a Third-Party System forms part of the contracted Services, Ongo will use commercially reasonable efforts to manage the dependency within the responsibilities Ongo has assumed, including escalation to the relevant provider where appropriate.

12.2 An outage or degradation caused by a Third-Party System outside Ongo's reasonable control remains subject to the exclusion in Section 4.1(e), even where Ongo manages the commercial relationship with that provider, unless the applicable Order Form expressly includes the dependency within an enhanced availability commitment.

12.3 Ongo may change a Third-Party System in accordance with the MSA. Where a material dependency issue is likely to have an ongoing adverse effect on a Production Service, Ongo will use commercially reasonable efforts to identify a workaround, substitute or other mitigation where reasonably available.

13. Regulated services

13.1 This is a general commercial SLA. It does not by itself include every contractual requirement applicable to regulated outsourcing or a critical or important function.

13.2 Where DORA applies to a critical or important function, the Parties may agree a Regulatory Addendum covering the required detailed service levels, performance targets, incident assistance, reporting, continuity, audit, subcontracting and exit provisions.

13.3 Customer shall identify sector-specific continuity, incident or supplier-management requirements before contracting or materially changing a regulated use. Additional commitments may be separately scoped and charged unless required because of Ongo's breach or by mandatory law directly applicable to Ongo.

14. SLA changes

14.1 Ongo may make non-material administrative, editorial or clarifying updates to this SLA in accordance with the MSA. Ongo will not materially reduce the core Availability Commitment, service-credit framework or Standard Support response targets for an active Order Term without Customer's written agreement, except where required by law or reasonably necessary to address a material security or integrity risk.