



Service Level Agreement

Mavim Online

Date	Augustus 2025
Version	V.15.0

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1. GENERAL

1.1 PARTIES INVOLVED

Mavim B.V., having its registered office and principal place of business at Kruisweg 629 (2132 NB) in Hoofddorp, the Netherlands, duly represented in this matter by Jean-Jacques Vossen, hereinafter referred to as “Mavim” and

the purchaser (customer or partner) of the services as laid down in the contract concluded between Mavim and the purchaser, hereinafter referred to as the “Customer”,

have by signing the contract indicated their agreement with the service conditions as set out in this Service Level Agreement.

1.2 PRINCIPLES

1.2.1 Subject matter and objective of the SLA

The subject matter and objective of this Service Level Agreement (“SLA”) is to define detailed specifications of the nature, extent and performance levels of the Mavim Online services to be provided by Mavim to the Customer, as these are described in the latest Service Description available.

1.2.2 Ancillary documents

This SLA forms part of the contract agreed with the customer. The general terms and conditions of Mavim apply to the contract.

Any deviations from the standard services provided, or stipulations varying from the general terms and conditions have been laid down in the signed contract. The contract is therefore at all times the guiding principle.

1.3 DURATION AND AMENDMENT TO THE SLA

1.3.1 Duration and extension of the SLA

This SLA commences on the date of signature of the contract and will be entered into for the period as laid down in the contract. This SLA may only be terminated with due observance of the provisions set out in the general terms and conditions, unless otherwise incorporated in the contract. The SLA automatically terminates on the termination date of the contract.

1.3.2 Amendments to the SLA

Mavim constantly strives towards improvement of service and product. In some cases this can cause necessary amendments to the SLA. Amendments to the SLA by Mavim, which will permanently change the fundamentals of the SLA, will be announced 1 month before becoming effective. Fundamental changes are changes that affect the ITIL processes (e.g. backup and restore and incident management). In case of unacceptable fundamental changes to the SLA the customer has the right to terminate the contract.

2. SET-UP

2.1 UPTIME

The uptime of the Mavim platform is guaranteed to be 99.95% per month. Uptime means the platform is approachable, starts up and is responsive. For more information about the uptime guarantee of virtual machines in Azure, see: https://azure.microsoft.com/en-us/support/legal/sla/virtual-machines/v1_4.

Downtime is defined as an unplanned period when Mavim Online is not available to any user. In case Mavim Online is available for some users the situation will be defined as an incident. Downtime will be calculated with following formula:

$$A = 100\% * [1 - (t/T)]$$

(t = total minutes of unavailability during a month. T = total minutes per month)

The responsibility of Mavim related to downtime as mentioned in this SLA is not applicable when:

- Downtime caused by negligence or actions by the customer or any of its intermediates or suppliers.
- Downtime caused by content, software, hardware, network and-or network connections of the customer.
- Downtime caused by unauthorized changes made to equipment of possible integrations to the Mavim platform.
- Downtime caused by the customer not using the Mavim platform as intended and agreed in the contract.
- Customer ignored advice from Mavim on actions to prevent downtime.
- Downtime caused by over using the environment by too many users and the processing of related data.
- Downtime caused by force majeure.
- Downtime caused by changed configurations by the customer.

2.2 BACK-UP AND RESTORE

A back-up of The Mavim Online environment is created daily on fixed times (08:00, 12:00 and 18:00 CET). The 18:00 CET back-up is saved 64 days.

A back-up of the database log is created every 5 minutes and saved for 30 days. The database log only contains information related to the working and performance of Mavim Online, no personal data is stored in these database logs. Logs containing activities in the Mavim Manager or Mavim portal are stored in the customer specific databases only accessible by the Mavim Manager and Mavim Portal administrators on customer side.

A general back-up is created weekly on Saturday and saved for 52 weeks.

The location of the Mavim generated back-up is encrypted and is stored in usually two (2) locations, Netherlands and Ireland. The customer can choose any of the Azure regions to store its data.

Restore time is depending on the size of the database. Back-up and restore procedures are tested monthly.

2.3 PROACTIVE MONITORING

Mavim has environment monitoring capabilities in line with Dutch and EU law. We have monitoring in place to monitor the performance of the application and to see crashes and failures. We use this in our day to day trouble shooting. We only monitor and log information related to the performance of the environment, no personal data will be logged in these monitoring systems. We do this to inform our customers proactively as much as we can. If we see any activities that may disrupt the performance, Mavim or our cloud hosting partner will take action to resolve the issue as soon as possible.

3. SERVICE & SUPPORT

3.1 MAVIM SUPPORT

Mavim has a dedicated service desk. We prefer customers to create a case on our Mavim Self-service portal. Here you find an overview and real time statuses, in addition to other useful information. Customers can also contact the service desk by email and phone. Emails are converted to cases in the Mavim Self-service portal and the customer can follow the progress via our Mavim Self-service portal. Status updates are sent by email as well. The service desk operates 24 hours per day on weekdays (excluding some public holidays which will be announced). In addition, the service desk portal can be used 24/7 via <https://my.mavim.com/en-US/>. Online reported cases will also be dealt with during these hours. Accessibility and availability of the Mavim online environment are monitored and supported 24/7. Mavim service desk can also be reached by telephone 24 hours per day on weekdays (excluding some public holidays which will be announced).

Email: servicedesk@mavim.com

Website: <https://my.mavim.com/en-US/>

Telephone : +31882521580

Mavim works according to ITIL V3 and distinguishes between Incidents and Service Requests. We also have an Enhancement request process in place.

Incident: an unplanned interruption to an IT service or reduction in the quality of an IT service or a failure of an existing function.

Service request: a formal request from a user for service to be provided – for example, a request for information, consulting or advice. Service request cases are logged in our service desk system and are routed to the various resolver group needed to solve them. E.g. functional, technical, account management, delivery support, etc.

Enhancement request: an idea related to a non-existing function.

There are three lines of support:

- 1st line: triage – categorisation. But we also aim to immediately resolve the issues if possible by; referral to help functions, knowledge base, quick fixes, work arounds.
- 2nd line: investigation – service desk will conduct an analysis using available monitoring tooling and attempt to reproduce the issue. If they can fix, resolve or provide a work around for the issue, this will be communicated with the customer. If not, it will be forwarded to the development department.
- 3rd line: bug/enhancement – Mavim development department will conduct a deeper analysis and attempts to find the root-cause of the case. If they can fix, resolve or provide a work around for the issue, this will be communicated with the customer. If not, the case will be escalated to the Product team of Mavim.

3.1.1 Incident Handling

Process step	Description	Result
<i>Register & triage</i>	Cases will be classified and triaged. The case will be forwarded to the correct resolver group (e.g. service desk, functional support, account management, third party).	Determine priority level, determine the solution area and proper allocation of the case. `
<i>Inspect & initiate</i>	The party responsible for providing the solution is determined. The resolver group analyses the case. A solution is defined, which can either be a quick fix or take a longer period of time. The solution activities are initiated.	A clear understanding of the root cause and the solution. Initiation of solution activities.
<i>Resolve & repair</i>	The case is either fixed, a work around is proposed or the customer is informed that further investigation is required.	Customer is updated on the actions taken and notified that the case is resolved.

We distinguish the following priority features:

Urgency:

Category	Description
Critical (C)	The damage caused by the Incident increases rapidly. Critical work is highly time sensitive and cannot be completed by any users.
High (H)	The damage caused by the Incident increases considerably over time. Critical work is highly time sensitive and cannot be completed by some users.
Medium (M)	The damage caused by the Incident only marginally increases over time. Work that cannot be completed by staff is not time sensitive.
Low (L)	The damage caused by the Incident only marginally increases over time. Work that cannot be completed by some staff is not time sensitive.
Very low (V)	Some application functions are impacted, a work-around is available and the residual impact is minimal

Impact:

Category	Description
Critical (C)	Considerable direct financial damage. Legal implications for not being able to adhere to legal requirements.
High (H)	Possible considerable financial damage. Possible legal implications for not being able to adhere to legal requirements.
Medium (M)	Small chance on financial damage. Small chance on legal implications for not being able to adhere to legal requirements.
Low (L)	No financial or legal damage.
Very low (V)	No financial or legal damage. Users experience loss of time using the application.



Case priority matrix:

	Impact					
		K	H	M	L	V
Urgency	K	1	1	2	3	4
	H	2	2	3	4	4
	M	2	3	4	4	4
	L	3	4	4	5	5
	V	5	5	5	5	5

Priority Code	Description	Target Response Time*	Target Resolution Time**
1	Critical	< 10 minutes	2 hours
2	High	30 minutes	4 hours
3	Medium	2 hours	8 hours
4	Low	8 hours	24 hours
5	Very low	2 days	1 week

*Target response times and resolution types could be impacted by the preconditions mentioned later in this document. ** Target resolution times are goal lead times in which a working solution is offered to the customer. In case development activities are required, or e.g. Microsoft dependencies arise, resolution times might be impacted and will be discussed with the customer. In case of P1, P2 and security incidents Mavim has the right to patch the environment immediately.

The service desk defines priority based on available information, urgency and impact. In case the customer is of the opinion the service desk has misjudged the classification of the case, they can update the ticket stating the reason for the upgrade/downgrade of priority. The service desk will initiate the Mavim escalation process to assess whether Mavim DevOps management agrees to prioritize the issue. In case of disputes the customer can escalate the issue to the account manager who then can escalate to Mavim management. The service desk, Mavim security officer and Mavim management have the option to initiate the Mavim major escalation process.

3.1.2 Service requests

Service requests will be routed to the relevant department are not in scope of this SLA.

3.1.3 Enhancements

An enhancement (idea) is defined as desired functionality that is not currently available in Mavim Online.

Enhancements will be handled by the product team. The product owner will decide whether or not to accept the enhancement request. If the request is not accepted, the customer will be informed and given a reason as to why. If the request is accepted, it will be handled in the agile scrum sprints. Enhancement requests can be made in the Community section of the Mavim Self-service portal <https://my.mavim.com/en-US/>.

Accepted enhancements will be handled by the development team using scrum sprints. You can track the progress in mentioned Community section.



3.2 PRECONDITIONS

Mavim will endeavour to solve cases as soon as possible but definitely within target response and resolution times stated in the Case priority matrix. The time in which cases can be solved depend on a the following factors:

- Following the procedure for incident reporting as stipulated in this document;
- Clear case information with appropriate supporting material (e.g. screenshots, steps to reproduce, etc.);
- The accessibility of the contact person or their deputy as known to by the Mavim service desk;
- Whether any changes have been made to the environment by the customer and which of those changes are (partly) the cause of the failure, such as the removal of users, data and/or data models;
- The extent to which the customer cooperates in the solving of the incident.

3.3 UPDATES AND UPGRADES

We provide planned updates every 6 weeks with notification 2 weeks prior containing details of what will be made available in the upcoming update. One week in advance you will receive a notification if the update is delayed.

In case of any critical security or availability issues Mavim reserves the right to immediately update the environment without prior notification, but by informing the customer not later than 1 week after the update. Critical updates will be published on the Mavim Self-service portal.

Mavim's service windows are from 17:30-21:30 CET on Fridays every 6 weeks. In case of last minute show stoppers we aim to inform our customers 1 week in advance of the delay of the update, and state the revised update window.

Our technical support team will be on standby for the weekend in case of any issues. During the upgrade, we continuously check the Mavim environment. In case any critical issues are found, the upgrade is stopped, and the affected environments will be either fixed or rolled back. During the weekend we will troubleshoot to ensure all environments are operational by Monday.

Release Management Mavim iMprove:

Mavim will deploy new versions of the Mavim iMprove Service on a scheduled bi-weekly basis. Each deployment may include defect corrections and/or functional enhancements. Notice of the upcoming deployment will be provided to the customer through an in-application message at least three (3) business days in advance. Deployments are executed during the standard service window on Fridays between 18:00 and 20:00 Central European Time (CET). The deployment process is designed to be zero-downtime; however, in exceptional circumstances the customer may experience a brief service interruption not exceeding a few minutes.

4. MIGRATION

There are multiple types of migrations that could take place including going from on-premise to Mavim Online or the customer deciding to move to another service provider.

Migrating from on-premise to the cloud: A Mavim consultant will carry out a preliminary check and inventory of the infrastructure, databases and documents if required. The customer provides their database back up files to the Mavim delivery and service desk team. Mavim then delivers the online environment and migrates the database, converting from an older version if required. Detailed planning will be provided and discussed prior to the migration.

Moving to another service provider: Within the Microsoft Azure platform, changing to another provider can be done without complex migration work. Upon termination of the contract, Mavim will offer a further one month of support to ensure a smooth transition period. When changing to another (cloud) platform or completely different solution, Mavim will provide a BACPAC file (.bac) containing all data to the customer.

5. TERMINATION

Mavim has a fully automated termination process in order to prevent human error. On agreed termination date customer will be granted access to a BACPAC file (.bac) containing customer generated data and the environment will be taken offline and stored in a secure, encrypted location. By contacting your account manager the environment can be easily restored for 30 days after termination date, free of charge. 60 days after termination date the environment will be deleted but the data will be stored securely. At this stage restoration could be impacted by changes in customer environment or updates by Mavim. In which case Mavim will define a restoration project on case by case basis together with the customer. 180 days after termination date, all data will be erased according to NIST standards. Customer support will stop upon agreed termination date.