

Service Level Agreement

This Service Level Agreement is applicable to your purchase and use of our services, as stated in the associated Agreement.

By accepting the Agreement, whether by signing an Order Form that refers to the Agreement, or by settling the fee for the Purchased Services, or by ticking off the Web Service, you agree to the conditions in this Service Level Agreement.

1 Definitions

In this Service Level Agreement, the capitalised terms are defined as follows, whereby the use of the singular also comprises the plural, and vice versa:

1.1 MyBuildAssist: MyBuildAssist is a limited liability company ('B.V.') established on Mercurius 18, 8448 GX in Heerenveen, The Netherlands, Chamber of Commerce no. 62928570.

1.2 Agreement: each arrangement on grounds of which MyBuildAssist deploys one or more Web Service(s) and/or provides Advisory and Project Services to Client.

1.3 Order Form: a document in which the arrangements regarding the Agreement between Client and MyBuildAssist are established.

1.4 Client: the party that has concluded an Agreement with MyBuildAssist.

1.5 Advisory and Project Services: services directed at the deployment of expertise, advice on, or the coordination of On-line Customer Contact or Customer Interaction Processes of Client.

1.6 Web Service: the on-line service, provided by MyBuildAssist to Client, for the conducting of On-line Customer Contact in the widest sense of the term among (potential) Customers of Client.

1.7 Environment: the closed platform, only accessible for Client and his User(s), that MyBuildAssist has set up for the Client in order to enable the Web Service.

1.8 Main User: natural person designated by the Client who is indicated as the first contact person at MyBuildAssist, who has most extensive access to the Environment.

1.9 User: the natural persons who have been authorised by you to use the Service, for whom the Service has been ordered and who has been provided by you (or by us upon your request) with usernames and passwords. Users may comprise, without thereby being restricted, your collaborators, consultants, contract staff, and third parties with whom you do business.

1.10 Terms of use: the conditions that both Main User and Users of Client observe upon registration.

1.11 Functionality: a software element within the Environment of MyBuildAssist with a specific task within the Web Service.

1.12 Level: the collection of Functionalities that is offered to Client in conformity with the Agreement.

1.13 Invitation: request to respond to Questionnaire, whether or not by e-mail or web form.

1.14 Respondent: a (potential) Customer of the Client who has started giving answers to the questions from the Questionnaire.

1.15 Personal Data: any data regarding an identified or identifiable natural person.

1.16 Results: the answers received and possibly enriched personal data of Respondents from the Questionnaire.

1.17 Action: a Result of the Customer, upon which a notification is automatically created for follow-up by Client.

1.18 File: the collection of Results per Respondent in which possible Actions have been created.

1.19 Consumption: both the number of Invitations, Messages sent, and the number of Files created.

1.20 We, us, or our: means MyBuildAssist

1.21 You or your: the company or a different legal entity for which you accept this SLA, and the affiliated enterprises of that company or that legal entity.

2 Applicability

2.1 This Service Level Agreement is applicable to the Web Service and associated Services and is especially deemed a part of all offers of MyBuildAssist and the Terms and Conditions.

3 The Web Service

3.1 MyBuildAssist will grant the Client during the term of the Agreement access to the Web Service and keep Results and the Web Service operational, in accordance with what is established in the relevant Agreement. To such effect, MyBuildAssist will provide the Client within 10 (ten) business days after entry into effect of the Agreement with the URL of the Web Service, as well as with a username (e-mail address) and password of the Environment. This allows the Main User to configure and manage the Environment for the benefit of other Users of Client.

3.2 If a second user with a combination of username and password that is in use already tries to log in to the Environment, the session that is in use already will be automatically terminated.

3.3 By availability is understood that the Web Service can be reached from the Internet on the URL provided to the Client and that the Web Service is effectively offered on the server. By availability is not intended the existence of a functioning point-to-point connection between the systems of the Client and the servers. MyBuildAssist, after all, cannot exert any influence on the systems at the Client and on the intermediate internet infrastructure.

3.4 Service window. MyBuildAssist will (i) without additional costs and/or, if purchased separately, provide updated support, (ii) conduct commercially reasonable exertions to make available the Purchased Web Service

24 hours a day and seven days a week, except: (a) during planned down-time (that we will inform you of at least eight hours in advance via the Main User, and which we plan to the extent possible during weekend hours between Friday 6.00 PM and Monday 9.00 AM, or (b) in situations in which the Subscriptions are not available due to circumstances that reasonably lie outside our power, including, though not limited to, force majeure, government actions, flooding, fire, earthquakes, social unrest, terrorist attacks, strikes or other labour issues (unless they regard our collaborators), malfunctions or delays at internet providers, or DoS-attacks (Denial of Service), and (iii) only provide the Purchased Web Service in conformity with the applicable laws and government regulations.

3.5 MyBuildAssist will do its very best to resolve any possible errors in the Web Service but cannot guarantee that all errors will be restored. The Web Service is provided in identical form to many Clients so it is not possible to forego a certain modification or to implement a certain modification for a specific Client alone.

MyBuildAssist itself maintains the following classification of priorities for the resolution of failures; i) the Web Service does not function in its entirety, ii) a serious loss of Functionality obtains, iii) bothersome shortcomings have been identified that can be qualified as a failure by MyBuildAssist.

3.6 Failures must be reported immediately by phone or in writing to the Help Desk. The Help Desk can be reached from Mondays to Fridays from 9.00 AM to 5.00 PM, with the exception of the Netherlands Holidays. In case of a reported notification to the Help Desk of MyBuildAssist, the Client or his affiliated employers will within 5 business days, with the exception of Netherlands Holidays, be provided with a response in writing or telephonically.

3.7 All functionalities of the Web Service occur in Dutch, unless established otherwise. The additional costs for the

supplying of a translation for the Web Service are borne by the Client.

4 Use of the Web Service

4.1 The Client determines what Results are stored and/or exchanged with the aid of the Web Service. The Client is responsible for the Results being legitimate and that no third-party rights are violated. MyBuildAssist does not accept any liability for the Results stored and/or exchanged with the aid of the Web Service. The Client safeguards MyBuildAssist against third-party claims based on the contention that the Results stored and/or exchanged by the Client or Client with the aid of the Web Service are unlawful.

4.2 Were it to become apparent to MyBuildAssist that information stored and/or exchanged by Client with the aid of the Web Service is unlawful, then they will act promptly to remove that information or to deny access thereto. In no event will MyBuildAssist be liable for damage flowing from such action.

4.3 Main User, User, and Client are obligated to keep the usernames (e-mail addresses) and passwords provided by MyBuildAssist or created by Main User of Client, secret. MyBuildAssist is not liable for abuse or loss of usernames (e-mail addresses) and passwords by the User, and may assume that Users who log in with the username (e-mail address) and the password effectively are Users authorised by the Main User of the Client. As soon as the Main User or Client knows or has reason to suspect that usernames (e-mail addresses) and passwords have fallen into the hands of unauthorised parties, MyBuildAssist must be accordingly informed forthwith in writing and telephonically.

4.4 Every User is able to change their own password. The Main User is obligated to enforce that Users change the own password at least every 2 (two) months.

4.5 The Users are bound to diligently observe usage requirements and instructions of MyBuildAssist and are

bound by the effective customs of normal use of a Web Service such as that of MyBuildAssist.

4.6 Client does not have the right to transfer the rights and obligations from the Agreement to a third party without the prior written consent of MyBuildAssist. This permission will not be denied without reasonable grounds; MyBuildAssist has the right, however, to subject the granting of permission to conditions.

4.7 The Client may not (a) make available the Web Service to someone else, (b) sell, resell, let, or lease the Web Service, unless established in writing in the Agreement. The Client may not either (c) use the Web Service to store or forward offensive, slanderous, or material that is otherwise unlawful or illegitimate, or to store or forward material that violates the right to privacy of third parties, (d) use the Web Service to store or forward Malevolent code, (e) disturb or hinder the integrity or performances of the Subscriptions or the data of third parties therein, or (f) attempt to gain unauthorised access to the Web Service or to systems or networks related thereto.

4.8 MyBuildAssist applies, depending on the Level, limits for the Consumption that the Client is allowed to (let) process via the Web Service. In case of use in excess of the limit, MyBuildAssist will bill charges.

5. Demo

5.1 Free demo. If you register for a free demo on our Web Service, this Service Level Agreement and the associated Terms and Conditions are applicable to this demo as well.

5.2 Termination demo. If you choose to use the Web Service for the demo period and it does not provide for a purchase before the end of this period, the Web Service is terminated at the end of the demo period.

5.3 All data entered by or for you during the free demo or changes applied with regard to the Web Service are definitively lost, unless you make a purchase of the same nature in scope as the free demo. In case you make a more limited purchase, you must export the data before

the demo period has expired, otherwise the data is definitively lost.

5.4 The Web Service is provided to you during the demo period without any warranty.

6 Support & Training

6.1 The Client is entitled to on-line support. MyBuildAssist can only provide support if the Client makes use of operating systems that at the time of the support are supported by the manufacturer of the operating systems. First-line support, for the Main User, is provided via an on-line help desk function within the Web Service of MyBuildAssist or telephonically via a phone number set up for the purpose. MyBuildAssist only grants one user per Environment, being the Main User, the right to contact the first-line help desk. The other Users can ask questions to the Main User, who has access to the first-line help desk, or contact the MyBuildAssist help desk as a second-line help desk. Requests for modifications to the functionality of the Web Service are not taken under advisement. For advice or modifications, the designated account manager of MyBuildAssist must be contacted. For any modification, MyBuildAssist sends a separate Order Confirmation. The activities commence after receipt of the signed Order Confirmation by Client.

6.2 The telephone Help Desk can be reached on business days from 9.00 AM to 5.00 PM. On National Holidays, during holiday periods, and during internal training days, the Help Desk is not and/or less available. MyBuildAssist will exert itself to answer questions adequately. MyBuildAssist cannot guarantee the correctness and/or completeness of answers.

6.3 Client can register Users to follow training on location of the Client with regard to the use of the Web Service. The training rates apply for this.

7 Non-disclosure

7.1 Both MyBuildAssist and the Client will observe confidentiality with regard to the data and information obtained upon the implementation of the Agreement regarding business matters of the other party/parties. MyBuildAssist will especially observe the confidentiality of data, information, and Results that are stored and/or exchanged with the aid of the Web Service, to the extent MyBuildAssist has cognisance thereof.

7.2 MyBuildAssist has the right to carry out activities for multiple Clients from the same sector, as well as to use the same methods, Invitation Methodology, and Questionnaire(s) for Clients from the same sector, without MyBuildAssist thereby violating its contractual obligations towards Client.

7.3 The Client, including Main Users and Users, will not provide his reports or access to the Web Service to third parties without the written consent of MyBuildAssist.

8 Privacy and security

8.1 The use of the Web Service entails the processing of personal data. MyBuildAssist thereby functions as an independent intermediary. In that capacity, MyBuildAssist will observe all legal obligations it is subject to. The Client can be qualified as data controller as intended in article 1 under the law for the protection of personal data WBP. By entering into the Agreement, the Client has the obligation to comply with all legal obligations. Processing regarding these data will only be carried out by MyBuildAssist by order of the Client, or if a legal obligation to such effect exists.

8.2 All collaborators who act under the authority of MyBuildAssist and have access to the personal data, will also observe confidentiality with regard to the personal data that they take cognisance of, unless a legal requirement compels them to disclose such.

8.3 MyBuildAssist will take measures to its maximum capacity to secure data, information, or Results stored on the servers. These measures will be appropriate, taking

into account the state of the art and the costs involved. MyBuildAssist will especially observe the greatest care to prevent that unauthorised parties gain access to data of the Client. The information with regard to these measures is made available for perusal to Client upon request, to a restricted and responsible degree, at the offices of MyBuildAssist. The Users of the Client are deemed to make use of the current security means that should reasonably be installed on a computer, such as an antivirus, anti-spam, anti-spyware, anti-malware, anti-phishing, and firewall solution, as well as the security means that MyBuildAssist makes available.

9 Intellectual property rights

9.1 The Web Service of MyBuildAssist is provided as an SAAS; Software As A Service. The Web Service and service are the property of and are managed by MyBuildAssist. Material from MyBuildAssist or from any other website that is the property of, is managed by, is licensed by or directed by MyBuildAssist may exclusively be used for purposes they are expressly intended for by MyBuildAssist. Material of MyBuildAssist may not be copied, reproduced, re-published, uploaded, posted, sent, or distributed in any manner without the express consent of MyBuildAssist. It is prohibited to use the aforementioned material on any other website or in any other network environment without the express consent of MyBuildAssist. The modification of this material or the use thereof for other purposes, than those they are available or intended for constitutes a violation of the copyright and of other property rights of MyBuildAssist. MyBuildAssist in the matter formulates any possible reserve and will, if necessary, take legal measures. Under no circumstance may Client send e-mails in name of MyBuildAssist, nor use the logo or any other material of MyBuildAssist without explicit permission. No software may be downloaded from the site. To the extent necessary, MyBuildAssist declares that it exclusively

possesses the integral property rights with regard to its software and that it does not transfer these property rights.

9.2 All rights of intellectual or industrial property of the Web Service lie exclusively with MyBuildAssist and/or its licensors. Conclusion of the Agreement, the use of the Web Service or any other transfer of information from MyBuildAssist to the Client does not constitute the transfer of copyrights or of any other intellectual or industrial property right to the Web Service. This also applies to proposals, reports, models, instruments, questionnaires, memos, and the associated documents. The data entered or delivered by Client, the Results, are the property of the Client. All (rights pertaining to the) database build-up or the manner of storage of information, data, or Results of the Client are the property of MyBuildAssist.

9.3 Methods, even if they were developed and/or applied by MyBuildAssist by order of Client, are the full property of MyBuildAssist. We have a royalty-free, worldwide, irrevocable, and permanent license to use and integrate suggestions for improvement, recommendations, or other feedback of yours, including of your Users, in connection with the functioning of the Web Service.

9.4 The effective use (including, though not limited to, username, password and/or name of the Environment) of the Web Service is not transferable without the prior written consent of MyBuildAssist.

9.5 It is not permitted to MyBuildAssist to use the data from the Environment of the Client in any other manner, otherwise than to provide services to the Client. It is permitted to MyBuildAssist, however, to use data for demo purposes or in an anonymised form for statistical purposes. It is permitted to MyBuildAssist for internal use to use a copy of the Environment in the acceptance environment in order to monitor the correct functioning of the Environment of the Client or to assess it against the

proper functioning of a newer versions of the Web Service.

10 Project and advisory service

10.1 Client and MyBuildAssist make separate arrangements, besides the Agreement for the use of the Web Service, in writing regarding the project and advisory services. MyBuildAssist will do its best to carry out such services with care, in accordance with the arrangements and procedures established in writing with Client. All such services of MyBuildAssist are carried out on the basis of a best-effort obligation, even if a specific result was committed to by MyBuildAssist.

10.2 If it has been established that the Advisory and Project Services will take place in stages, MyBuildAssist has the right to postpone the start of the services belonging to a stage until Client has approved the results of the preceding stage in writing. Only if expressly established in writing, MyBuildAssist is bound upon the implementation of the provision of services to follow such instructions as are timely and reliably given by Client, on condition they do not lead to additional work.

10.3 If an Agreement for the provision of services has been entered into with an eye on execution by a specific person, then MyBuildAssist always has the right after notification to Client to replace this person by another person.

10.4 Advisory project services are invoiced monthly afterwards by MyBuildAssist to Client based on the number of hours spent. Travel- and other expenses must be compensated in full.

11 Miscellaneous

11.1 MyBuildAssist has the right to modify the Service Level Agreement ("Modification"). MyBuildAssist will communicate the Modification in writing (also including electronically) to Client. After this announcement, the

Modification will apply in the Agreement between MyBuildAssist and Client from the date indicated by MyBuildAssist. If Client does not wish to accept a Modification, he has the right to cancel the Agreement without charges within 30 (thirty) days after announcement against the date on which the Modification becomes effective.

11.2 Only a Client can appeal vis-a-vis MyBuildAssist to rights from the Service Level Agreement. Third parties do not enter into this Service Level Agreement pursuant to a third-party clause.

11.3 Any communication between MyBuildAssist and Client can occur electronically, barring to the extent it is derogated from in the Service Level Agreement and/or the Agreement. The version of the relevant communication as stored by MyBuildAssist will thereby apply as evidence thereof, barring proof to the contrary by Client.

11.4 Electronic communication is deemed to have been received on the day of sending, unless the contrary is proven by the receiver thereof. If the communication was not received as a result of delivery and/or accessibility issues with regard to the electronic mailbox of Client, this is at the risk of Client, even if the electronic mailbox is hosted at a third party.

11.5 The Client has the right to hold an audit once, carried out by an independent third party, to be conducted on the Web Service offered in connection with the control of the quality desired. MyBuildAssist is not obliged to grant multiple audit requests from the Client.

11.6 The Client has the right to request a copy of the Processor Agreement in writing once.

11.7 The Client has the right to request a copy of the indicated certificates of True B.V. in writing once.

11.8 If you are our direct competitor, you may not use the Web Service, unless we have granted you written permission beforehand. In addition, you may not use the Web Service to track the availability, performance, or

functionality of the Web Service or otherwise for the purpose of benchmarking or competitive purposes.

Nothing from this Service Level Agreement may be copied without the prior written consent of MyBuildAssist.

Clarification of security of the Web Service MyBuildAssist

Location

The Web Service of MyBuildAssist BV, accessible via the URL: MyBuildAssist, is provided from a location that is equipped to be able to offer the Web Service in a professional manner in accordance with the state of the art. Thereby is provided for the physical protection of the building, denial of access for unauthorised parties, hardware support 24x7, fire security, protection against internet access by, e.g., firewall software, general protection, data protection, and the creation of back-ups.

Monitoring

Data traffic from and to the Servers of MyBuildAssist is monitored. The Client must be aware that information that is sent via the Internet may possibly be intercepted. MyBuildAssist exerts itself to respond accurately to attempts by unauthorised parties to gain access to the Web Service, to unauthorised traffic that cannot be processed by the Web Service, to harmful data traffic, and to other attempts to endanger the proper functioning of the Web Service. In such cases, it is permitted to MyBuildAssist to block access to the Web Service.

Authentication

On the URL: MyBuildAssist, an SSL-Connection (certificate) applies. This means that when creating the connection, authentication occurs. With the authentication, the user can check whether he is effectively connecting with the party (MyBuildAssist) he is trying to set up the connection with. At the moment that data are sent through the connection by the user, this takes place by way of encryption (encryption-algorithm).

Servers and Software

MyBuildAssist constantly carries out server maintenance and software updates in order to comply with the state of the art and in order to be able to minimise any possible security risks preventively.

The servers set up for the Web Service of MyBuildAssist are purchased from TRUE B.V.; a server organisation that was awarded an ISO 9001, 14001 and 27001 and NEN 7510 certificate.

These certificates can be requested in writing, as well as an audit or direct contact with an account manager of True B.V.

Privacy

In the context of the privacy law 'Wet Bescherming Persoonsgegevens' all persons (freelancers and internally) who obtain access to privacy-sensitive information for support purposes sign a Processor Agreement.

External people and developers of Volgjewoning do not obtain access to personal data of Client.