

SERVICE LEVEL AGREEMENT

SERVICE LEVEL AGREEMENT ADDENDUM FRAMEWORK BIT B.V. – VERSION 2019-11-20

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1. Definitions

1.1. Availability

The percentage of the post-completion time that the client is able to utilize the service space.

1.2. Client's equipment

Equipment that is owned, used and maintained by the client or a third party. Such equipment is connected and/or set up in the service space.

1.3. Maintenance window

A defined time frame within which BIT and/or its suppliers may carry out maintenance.

1.4. Non-performance penalty

Financial compensation for failure to comply with the agreed-upon availability or repair time.

1.5. Office hours

Workdays from 9:00 hrs to 17:00 hrs.

1.6. Response time

The period of time between the client reporting an incident to BIT until the instant that BIT actively responds to the incident information.

1.7. Scheduled maintenance

Maintenance activities during the maintenance window, announced by BIT at least 14 days prior to commencement.

1.8. Service interruption

A (temporary) situation where the service is unavailable.

1.9. SLA

Service Level Agreement. Agreement between the client and BIT, specifying the requirements that the service must comply with in terms of availability and detailing both parties' rights and obligations with regard to the Service.

1.10. Workdays

Monday through Friday with the exception of official holidays.

2. General

BIT is a commercial ISP specializing in customized solutions for electronic communication. We help organizations not only obtain maximum use from state-of-the-art technology but also manage their risks in the area of networks and websites. In collaboration with our partners, we provide solutions for fast Internet connections, telecommuting, failsafe hosting, email, outsourcing and fiber optic infrastructures – to name a few. Clients value our open outlook and no-nonsense approach.

This framework SLA applies for all services from BIT. Some of the services have their own specific addendum that further specifies the SLA for that service.

3. Service Delivery

The delivery process starts after BIT has received the signed contract by the client. The client is obligated to provide reasonable cooperation during activities that are necessary to provision the service.

4. Modifications

4.1. Modifications to the SLA

Functional modifications to the SLA must be announced by BIT minimally two months in advance. BIT retains the right to carry out text modifications without prior notification.

4.2. Modifications to the Service

Modifications regarding the service are divided into three categories:

4.2.1. Functional Modifications

Modifications to the service towards the client such as an adjustment of the power supply or air conditioning. Functional modifications are made upon request and by order of the client. These modifications will only be implemented in consultation with the client.

4.2.2. Technical Modifications

Modifications in the service whereby the service towards the client remains the same before and after the modification. These modifications are implemented during scheduled maintenance.

4.2.3. Administrative Modifications

Modifications of contact information such as address, phone number or contact person in regard to the service. These modifications will be implemented in consultation with the client.

5. Communication

5.1. Communication by BIT

BIT will issue communication regarding the service via the following means:

- <https://www.bit.nl/>
- <https://portal.bit.nl/>
- onderhoud@bit.nl
- support@bit.nl
- info@bit.nl
- sales@bit.nl
- Letter
- Personally with the client

In the event of an incident due to which <https://www.bit.nl/> is not available, <https://www.bit.org/> will be used for communication.

5.2. Communication by the Client

Clients can contact our customer care department by phone, email or in person for all information about BIT services, orders, billing questions and requests for changing their information. Our customer care department is also the appropriate place to report incidents. In any case should incidents be reported by phone.

5.3. Availability

BIT is available 24/7 at general telephone number +31 318 648 688. Our customer care department will assist you during office hours; outside of office hours an engineer will be available. In the event of an incident or unavailability of our general telephone number, we may be contacted at +31 26 372 46 17. This number can also be reached 24 hours a day, 7 days a week.

5.4. Secrecy and information security

BIT assumes responsibility for protection of clients' information and equipment. Secrecy and information security have been captured in BIT's systems and procedures; clients' information is attended to as strictly confidential. This is exemplified by all BIT employees having signed a declaration of secrecy.

BIT assumes a duty of care ensuing from the nature of the services and products tendered. In order to structurally pursue such due diligence practices, information security has been implemented in the company as a matter of process, and this has been ratified by ISO/NEN 27001 certification. This international standard specifies demands for implementation of security measures matching BIT's requirements and obligations. Clients' information is duly protected in this manner.

BIT also takes into account any wishes expressed by the individual client with regard to secrecy and security. If desirable, a declaration of secrecy can be signed, or a specific security plan may be designed for any particular project or assignment. Furthermore it is possible to implement a specific authorization scheme for any changes to the services of a specific customer.

6. Maintenance

In order to expand or improve our service provision, it may be necessary for BIT to carry out maintenance work. BIT differentiates between various types of maintenance:

- Maintenance conducted during a maintenance window without service interruption
- Maintenance conducted during a maintenance window with service interruption
- Maintenance conducted in consultation with and with the consent of the client
- Emergency maintenance

The maintenance window that BIT employs is daily between midnight and 7:00 AM CE(S)T. During these maintenance windows, BIT can carry out maintenance work without the client's consent.

If a service interruption is expected, BIT will announce this minimally 14 days before the maintenance work commences. This will take place by means of an email sent to the specially created mailing list onderhoud@bit.nl, to which clients can subscribe free of charge, as well as by means of an announcement on our website <https://www.bit.nl>.

In consultation with and with the consent of the client, maintenance can be performed at any desired time, for example, in order to implement a change at the request of the client.

In exceptional cases BIT can carry out emergency maintenance. Maintenance will only be considered emergency maintenance if unforeseen circumstances arise that threaten the availability, integrity or confidentiality of the service or of other BIT services. If the situation allows, emergency maintenance will be carried out during a maintenance window. If a service interruption is expected, the maintenance work will be announced as quickly as possible in the above-mentioned manner.

7. Incidents

Incidents are documented in a ticketing system. Each incident is assigned a ticket ID. All actions regarding an incident will be saved under this ticket number.

BIT will do everything reasonably possible to resolve all incidents as quickly as possible. The client will provide reasonable cooperation during these activities, such as:

- Provision of information to BIT that could be relevant to remedying the incident.
- Provision of access to the equipment.
- Turning equipment on and off, forwarding of status information of the employed equipment.

7.1. General Incidents

General incidents that affect the availability of the service or pose a risk to the availability of the service will be published on our website <https://www.bit.nl/>. The incident reports are also available via RSS: <https://www.bit.nl/rss/incidents>. Incidents that are reported on the website can also be sent via SMS. Because the SMS protocol does not provide delivery guarantees, we are also unable to provide such a guarantee. In the event of an incident due to which <https://www.bit.nl/> is not available, <https://www.bit.org/> will be used for communication.

7.2. Individual Incidents

Individual incidents that affect the availability of the service for one or a select group of clients are not published on the website. To the extent that this is possible and necessary, BIT will contact the affected clients.

8. Service Levels

The availability of the service is described in the addendum for the specific service in section 3, "Service Description." Any unavailability of the service is calculated from the moment that the client reports an incident to the moment that BIT informs that the incident has been resolved. When calculating the availability, solely incidents with priority 1 or 2 are considered, as described in the addendum, section 4 "Incidents".

The following types of interruptions are not considered as unavailability of the service within the scope of this SLA:

- Interruptions due to modifications to the service that were implemented upon the client's request.
- Interruptions due to incorrectly configured or defective client equipment.
- Interruptions due to modifications to the equipment of BIT or its suppliers that were implemented by the (personnel of the) client without consent.
- Interruptions where engineers of BIT or its suppliers do not obtain access to equipment in order to implement repairs.
- Agreed-upon maintenance work and maintenance work during maintenance windows.
- Acts of God such as described in the "[General Terms and Conditions BIT B.V.](#)"

8.1. Response Time

The response time is maximally one hour in all cases. The response and repair times are calculated from the moment the client reports the incident to BIT via technical services or maximally one hour after the client's first attempt to do so.

9. Escalation

Upon the client's request, an incident can be escalated to the following people (in below order):

- Manager Support & Sales
Wido Potters
+31 318 695 903
wido@bit.nl
- CTO
Alex Bik
+31318 648 685
alex@bit.nl

Outside of office hours, these people can be reached via the technical services telephone number.