

SERVICE LEVEL AGREEMENT

Food Packaging Compliance® Food Contact Software

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1 General

1.1 Overview of agreements

Order	Agreement
1	Global Subscription & Services Agreement (“GSSA”)
2	Order & Sale Agreement (“OSA”)
3	Service Level Agreement (“SLA”)

In case of discrepancies or ambiguities between agreements, an agreement with a higher rank will prevail. The ranking of the various agreements is indicated in the table above.

1.2 Duration of the SLA

The term and duration of the SLA is equal to the term and duration of the applicable OSA.

1.3 Service Window

Service Window as defined as SLA:

Window	Definition
Service Window	On working days* between 08:00 and 18:00

* Working days: Monday to Friday with the exception of generally recognized designated holidays according to the Dutch calendar. Service Window Time = Central European Std Time.

1.4 Maintenance Window

Maintenance Window as defined as SLA:

Window	Definition
Maintenance Window	On working days* and weekends between 18:00 and 08:00

* Working days: Monday to Friday with the exception of generally recognized designated holidays according to the Dutch calendar. Maintenance Window Time = Central European Std Time.

2 Services

2.1 Main service

Viaware’s main service to the Client can be described as follows:

Viaware offers a software solution, as a service, named Food Packaging Compliance, to their Clients. Food Packaging Compliance allows the users/Clients to achieve the following.

The preparation and communication of Documents of Compliance and managing of Supporting Documents, within the area of food contact materials.

Food Packaging Compliance is offered as SaaS (Software as a Service), which means that the Client purchases only the functionality described in the Documentation. Viaware will manage all underlying parts of Food

Packaging Compliance in such a way that the Client can make uninterrupted use of the functionality in accordance with the applicable OSA. The Client does not take a license and will never own intellectual property of the software.

To perform this SaaS service there is a range of supporting services needed which are defined in the following paragraphs.

2.2 Supporting services

2.2.1 Helpdesk en support

The Viaware helpdesk provides support to Food Packaging Compliance users. The helpdesk can be reached by email. Clients may obtain assistance and report incidents by sending an email to one of the dedicated email addresses.

2.2.2 Incident management

Incident management is intended to fix (threatened) disruption in the service to the Client as soon as possible. The Client must have minimized inconvenience of distortion problems.

This is done by adopting, assess, resolve and log reports of the Client.

The following procedure applies:

- **Input**
Viaware receives Client reports by email.
The incident report must include the following components:
 - Name reporter;
 - Telephone number and email address;
 - Date of the occurrence of the incident;
 - Description of the incident;
 - Screenshots of the incident to clarify the incident.
- **Output**
After receiving an incident report Viaware will send a return receipt to the Client within the time period specified in the Service Level specifications, depending on its priority. After the completion of the report the Client will receive feedback on the incident.

2.2.3 Incident classification

Incidents are classified based on priority. Classifications are:

Showstopper	
Definition	Main service can no longer be used in accordance with the purpose for which it is designed.
E-mail address	bugs@viaware.nl
Feedback	Within 24 hours on working days
Costs	None

Feedback	
Definition	Main service can still be used by the Client, but the incident is experienced as very disturbing.
Email address	feedback@viaware.nl
Feedback	Within 5 working days
Costs	None

2.2.4 Monitoring

Viaware monitors the availability of the main service continuously. The Food Packaging Compliance servers are monitored by a third party tool. The server status can be made available to Client(s) on request.

2.2.5 Back-up & Recovery

Viaware makes backup copies of the software (system) and databases (content).

- Back-up**
 Viaware makes backup copies of the software (system) and databases (content). All data is backed up and stored at an offsite location that is geographically separated from our primary storage sites.

Frequency	Type	Description	Medium	Storage time
Daily	Content	A full backup of the <u>data</u> is made every day at 19:00 PM (CET), Off-Site	Local server	7 days
Weekly	Content	Every Sunday a copy of the <u>data</u> backup is made Off-Site	Encrypted disk	6 months
Daily	System	A snapshot of all Food Packaging Compliance servers is made daily, Off-Site	Network	2 days

- Recovery procedure**
 Recovery of data is always a requested action of Client to Viaware. Client and Viaware will make further agreements on the costs. In principle, the costs of a recovery request will be charged to the Client unless the Client can prove that the request originates from a fault outside their control.

2.2.6 Updates

Viaware provides software updates. Updates are announced in advance and carried out within the Maintenance Window. The Client will be notified by email of the software updates. Viaware will provide sufficient information about newly released functionality.

2.2.7 Maintenance

All preventive and planned maintenance for all vital parts of the central infrastructure of Viaware will be scheduled within the Maintenance Window.

Emergency maintenance may be required if circumstances require immediate action. In such situations, the Client will be informed as soon as possible. Unavailability of the main service during emergency maintenance counts in the availability calculation.

2.3 Additional services

In addition to the main service Viaware offers a number of additional services. For these services a separate quotation will be made. Viaware offers the possibility to purchase these services in advance using a prepaid ticket system at then-current rates.

2.3.1 Content Management

As an additional service Viaware offers support for data input in Food Packaging Compliance (raw materials, products, custom DoC templates, etc.), during the start-up (for instance). Viaware also offers the possibility to handle the complete Food Contact Compliance workload for Clients.

2.3.2 Advanced training Food Contact Management and Food Packaging Compliance

Food Packaging Compliance users can participate in free workshops organized on regular base by Viaware. During the workshops the Food Contact Management basics will be explained by one of the experienced consultants of Viaware, after which the user can start with the implementation of Food Packaging Compliance.

Additionally, Viaware offers advanced training on Food Contact Management and working with Food Packaging Compliance. This hands-on training focuses on the details in Food Packaging Compliance and related compliance work. Viaware provides these hands-on (on-site) training for a fixed fee per session.

2.3.3 Consultancy service

Viaware has extensive knowledge of legislation and guidelines on food contact safety and the resulting obligations for producers. Viaware consultants can help you to embed food contact in an organization by providing business training and by helping with formulation of a clear food contact strategy.

In addition, Viaware can support clients on company-specific issues regarding food contact safety. Consultancy and advisory services are based on actual costs.

Consultancy	
Definition	Main service is functioning properly, but the Client has a question about the functioning of the service or technical / content nature.
Email address	consult@viaware.nl
Feedback	Within 5 working days
Costs	Depending on the question

2.3.4 IT-service

The experienced IT consultants at Viaware are specialists in:

- Interfaces / links between Food Packaging Compliance and ERP systems like Navision or SAP.
- Development of customized solutions in addition to and based on Food Packaging Compliance.
- Development of Software and IT solutions generally.

IT projects are offered as fixed price or based on actual costs.

3 Browser-support

Food Packaging Compliance is a SaaS (Software as a Service) that offers functionality to the Client via the internet. This means that it's performance will be influenced by a combination of factors. Client should take these into account and/or to take the necessary measures to optimize performance.

Viaware recommends:

- Use an internet connection according to current standards.
- Use modern and up to date browser software.

Food Packaging Compliance users are advised to work with a recent version of Google Chrome or Mozilla Firefox.

Download links (applicable today):

<https://www.google.com/intl/nl/chrome/browser/>

<http://www.mozilla.org/nl/firefox/new/>

The use of another type (or an older version) of a browser program is possible. However, in that case the functionality of Food Packaging Compliance is not guaranteed. Exception applies to Internet Explorer 11 (IE11) and earlier, these versions are not supported.

Viaware reserves the right to update the list of supported browsers anytime. Valid reasons for no longer support of particular browser are:

- The browser is no longer supported by the manufacturer of the browser.
- The browser is generally known as unsafe.
- The browser is out of date.
- The browser uses obsolete technologies.

Standard templates for DoC's are defined within Food Packaging Compliance, based on Microsoft docx format. To create customized DoC templates, Client is advised to work with Microsoft Office 2016 or later versions of Microsoft Office. Use of another type of word processor like OpenOffice and /or older versions of Microsoft Office is not supported.

4 Specification of functionality

4.1 General

Food Packaging Compliance is a web application that is delivered as SaaS service. Viaware has designed Food Packaging Compliance specifically for management of food contact requirements for suppliers within the Food Contact Material supply chain.

The main functionality of Food Packaging Compliance includes the drafting and communication of DoC's and management of the supporting documents.

Food Packaging Compliance provides the following functionality.

4.2 Raw Materials

- Digital recording of information on National and European legislation including limits (SML, QM), conditions of use and maximum concentration.
- Active management of supporting documents: DoC and other additional information on raw materials (PDF, Docx, etc).
- Calculation of maximum concentration of substances in raw materials offered as worst-case information.
- Management of changes in raw material and related products.

4.3 Products

- Entering of formulations through selection of Raw Materials.
- Check and record the compliance of the individual substances in a formulation according to the applicable laws and limits.
- Implement 100% migration calculations to support compliance.
- Signaling changes due to modification of limits, raw materials, formulations and others.
- Generating DoC's based on the executed compliance work and based on customized templates according to EC guidelines on communication related to 10/2011.

4.4 CRM

Management of relations and contacts (name and address, client contact and supplier contact information) for the purpose of communication via Food Packaging Compliance.

4.5 Template

The DoC's are generated based on standard MS Word templates in Food Packaging Compliance. Food Packaging Compliance provides these standard templates that can be personalized by the Client.

4.6 Communication with clients

Sending out DoC's and updates from DoC's towards clients of the Client. The client receives an email containing a URL link and a passkey. The URL link leads the client to the Food Packaging Compliance website where the client can enter the passkey. The DoC will then be presented in the form of a PDF to the client.

4.7 Communication with suppliers

All requests for DoCs and related information (Request for Information) to suppliers may be carried out directly from Food Packaging Compliance. The supplier will receive an email with a URL link and a Passkey. The URL link leads the supplier to the Food Packaging Compliance website where the supplier can enter the passkey and respond by uploading a file or typing the answer to the request.

4.8 Message Center

- Management of changes in raw materials based on lists of linked products for which compliance work should be re-executed.
- Management of expired supporting documents.
- Management of open requests for information from suppliers.
- Management of information provided by Viaware which may include updates and changes due to new legislation.

5 Service level

5.1 Quality Classification

Below you will find a summary of the agreed service level specifications. It is based on the following quality ratings:

Quality Classification	
Availability	Availability of the main service and helpdesk
Performance	What is the level of service?
Integrity	Completeness, accuracy and actuality of the services

5.2 Service Level

Below you will find summary of the agreed service levels:

Service	Quality Classification	Quality standards	Level to achieve
Main Service	Availability	SaaS software	99% (per month) within the Service Window
	Performance	Food Packaging Compliance is suitable to be used simultaneous by several staff members of the Client.	2 users
	Conformity	Food Packaging Compliance processes personal data. Under the GDPR, the appropriate level of security need to be in place.	By means of an always valid SSL certificate and the use of proven (solid) server software from IBM.
Helpdesk and Support	Availability	The accessibility of the helpdesk by email.	Within the Service Window
	Performance	Response to / answering of e-mail.	Depending on the classification of the incident, within 24 hours (showstopper) or 5 days (feedback).

Incident management	Performance	How soon are incidents picked up and started with resolving?	Showstopper: Start solving: Within 24 hours on working days.
			Feedback: Reaction within 5 working days.
Monitoring	Availability	When do we monitor?	24/7
		Reporting	On monthly basis
Back-up	Availability	When can applications be made to restore a backup?	During Service Window
	Performance	How often do we produce back-ups	Content and software on daily basis
		How soon can the backup be restored?	In agreement
	Integrity	Completeness of the back-up.	A full back-up is made.

6 Operational agreements

6.1 Changes and extensions

When custom changes and expansions are requested by the Client, Client and Viaware will negotiate the timing so after acceptance of these changes or added functionality by client, Viaware can deliver the main service back under the SLA.

6.2 Additional services

Content questions and activities can also be answered and handled by Viaware. The handling of these questions can be paid for by using a ticket system or on a consultancy basis. This service is not covered by the main service.

Viaware can make additional quotations in these cases, as mentioned in 6.1 and 6.2 of the SLA.

6.3 Pricing

The pricing is included in a separate quotation. The following services are included in the standard quotation:

- Functionality software
- Monitoring and incident management
- Helpdesk and support for main service
- Back-up
- Software Updates
- Management of IT infrastructure for main service

7 Availability

7.1 Credit Policy

Viaware guarantees the availability within the Service Window. If Viaware does not meet the agreed service level described in the "Service level specifications", Viaware is obliged to grant credit to Client (as the sole and exclusive remedies for foregoing warranty) according to the schedule below.

The calculation of the availability is done monthly based on the formula:

$$\text{Availability (\%)} = 100\% * [1 - (t/T)]$$

T= Total number of minutes within the Service Window for the month

t = Not available number of minutes within the Service Window for the month

Credit bookings will be settled with the next (annual) invoice.

Availability within the Service Window	Credit booking
Uptime from 99.0% or more	No credit
Uptime from 98.0% - 98.9%	1.00%
Uptime from 97.0% - 97.9%	2.00%
Uptime from 96.0% - 96.9%	3.00%
Uptime from 95.0% - 95.9%	5.00%
Uptime from 90.0% - 94.9%	15.00%
< 90%	33.00%

*Credit booking calculated on a monthly basis.

7.2 Exceptions to credit policy

If at any time the Client is in default under the GSSA and/or OSA, the Client is not entitled to the credit policy.

Client cannot rely on the credit policy if the Client repeatedly fails or fails to fulfill its payment within the payment deadline.

Client cannot rely on credit policy if the failure of Food Packaging Compliance, determined by Viaware in its reasonable opinion, is the result of:

- Changes initiated by the Client or Viaware on behalf of the Client.
- Insufficient capacity of the system of the Client.
- Viruses created or introduced by Client.
- Operating system, software revisions or hardware / software configurations use by Client that are not tested and approved by Viaware.
- Problems caused by misuse of Food Packaging Compliance by the Client or incorrect content.
- The act or omission of the Client, its employees or third parties commissioned by the Client from using Food Packaging Compliance.
- Force Majeure Event.
- Violation of the Acceptable Use Policy as prescribed by Viaware.
- The negligence or willful misconduct of Client or others authorized by Client Food Packaging Compliance users.

8 Security FOOD PACKAGING COMPLIANCE

Viaware is doing everything within its power to safely store the data of Client on its servers. In order to guarantee the safety and accessibility, Viaware has taken the following measures.

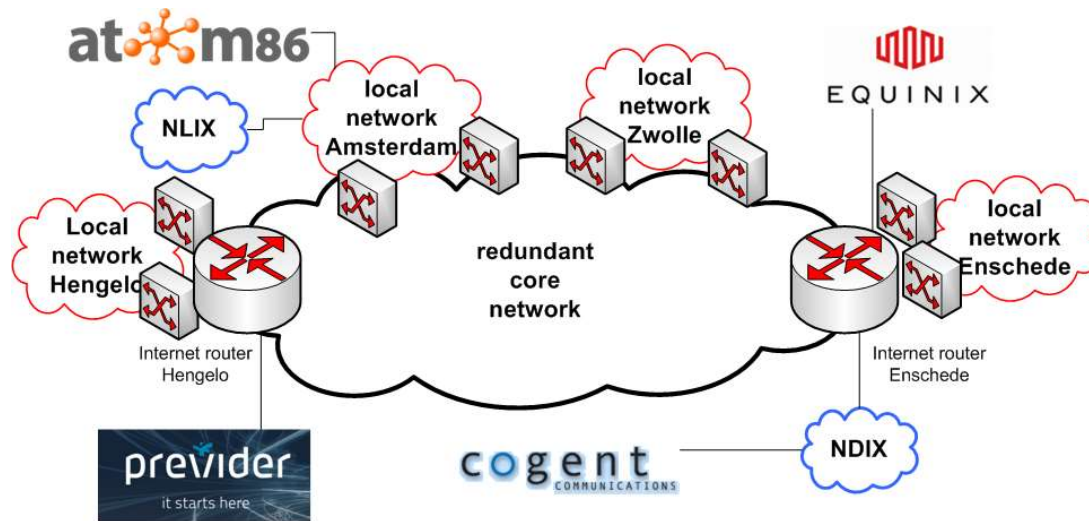
8.1 Governing law

Governing law is applicable as stated in the GSSA. All stored data is located in data centers in the Europe Economic Area.

8.2 Independent and redundant

Viaware works with Internet Service Providers (ISPs) with ISO certification (ISO27001) with regard to the level of security and ISAE 3402 certification.

In addition, the ISP is a RIPE member, what means that the dependency is limited to a minimum. Main advantage for the Client is that also the routing of the purchased hosting products can be better organized. The ISP is completely independent so that only the best suppliers may process clients data. If the connection is cut off, it will automatically be switch to other connections.



8.3 Secure data centers/Physical security

The servers of the ISP are housed in various data centers from Equinix in the Netherlands. Because these data centers provide housing programs of the various Internet Exchanges (AMSIX, NLIX and NDIX) one can use several large providers such as Cogent, Ziggo, KPN and Versatel.

The network is redundant and therefore offers maximum reliability. The servers are located in an optimal climate and a controlled and safe environment. If, despite these measures something goes wrong, then the ISP has a twenty-four hour, seven days a week, access to the data center to resolve it.

All data centers used have opted for the following facilities:

- Emergency power
- Redundant air conditioning
- Redundant power
- Fire alarms and fire extinguishers
- Video surveillance
- Strict access control
- Anistatic flooring

8.4 Food Packaging Compliance General

A Food Packaging Compliance environment contains various access controlled databases within a private cloud environment. Only two (2) authorized /authenticated users per license have access to the private cloud environment of the Client that is using Food Packaging Compliance.

8.5 Food Packaging Compliance IT Technology

Food Packaging Compliance is based and developed on reliable IBM software. IBM Domino has a layered security model that allow both system administrators and application developers, to meet specific organizational requirements. This layered security model is similar to a home security.

A visitor cannot enter the premises of the house without access to the gate. A visitor cannot enter the house without the key of the door, and so on. The model is designed so that no one can get to certain parts of the house without passing the security layers.

IBM Domino has security features that protect the primary components: the user, network, servers, databases, design elements and documents.

Vertical security of user level to document level, and horizontally, on each item. Each component has a security

mechanism which is consistent for all components of that level. For example, all users are authenticated. All databases have an ACL (Access Control List) to avoid unauthorized access to data. Each Food Packaging Compliance user has its own database where only the user has access to.

8.6 User security

To prevent someone posing as a user and thus obtains unauthorized access to user data, Food Packaging Compliance is secured by a combination of a username and a password. Food Packaging Compliance allows users to enable two-factor authentication where Authy, Google Authenticator and Lastpass Authenticator can be used as a second device during the authentication process.

8.7 Network security

IBM Domino provides network security by encrypting messages sent between the Web browser and the server. To avoid network traffic is intercepted or being broken into, the network uses encryption via SSL.

8.8 Server security

Server security is mainly controlled by using the IBM Domino Directory. The directory specifies which users, servers, groups of users and groups have access to the servers and via which network ports.

8.9 Database security

Each organization has its own Food Packaging Compliance database on the Food Packaging Compliance cloud server. Each database has its own Access Control List that specifies which users and servers have access to the databases and what tasks they can/should perform.

8.10 Document security

Only authorized (private cloud) users have access to edit documents in the Food Packaging Compliance database.

8.11 Use encryption general

Encryption is the best mechanism for protecting data in a database and transmitting it over a data network. In the case of Food Packaging Compliance, encryption is used on database and document level.

8.12 SSL

Secure Sockets Layer (SSL) are cryptographic protocols that provide secure communication over the Internet. Food Packaging Compliance uses asymmetric cryptography for authentication and confidentiality of the key exchange, symmetric encryption for data / message confidentiality, and message authentication codes for message integrity and message authentication as a byproduct.

