

## SERVICE LEVEL AGREEMENT (SLA)

### 1. DEFINITIONS

During the Subscription Term, Source.ag shall provide its support, recovery, maintenance and availability of the Services in accordance with this SLA. Each Service may have specific service levels as included in this SLA.

For purposes of this SLA, the capitalized terms listed below shall have the meanings set forth in this clause. Where a specific Service is mentioned in this SLA it shall have the meaning as set forth in the Order. Capitalized terms not defined in this SLA shall have the meanings set forth in Schedule A to the Master Subscription Agreement (**MSA**) or in the Source.ag General Terms & Conditions (**GT&C**).

For the avoidance of doubt, any reference to Source Workspace shall exclude Data Services, such as the Source cloud modules. Such Data Services are not governed by the terms of this SLA.

- **Availability:** the actual degree of availability of the Services in accordance with clause 4.2 below.
- **Issue:** a fault, error or any set of circumstances having adverse effect on for example the appearance, availability, operation, or functionality of the Services, as categorized per the priority levels in clause 2.4.
- **Maintenance:** work to be performed to the Services by Source.ag for the purpose of repairing and/or enhancing the Services, consisting of Scheduled Maintenance and Emergency Maintenance. This is generally calculated as the total number of minutes of Scheduled Maintenance and Emergency Maintenance for the relevant Customer Facility in the previous 12 months.
- **Service Credits:** the credits for which Customer may be eligible if Source.ag fails to meet the commitments referred to in the table set out in clause 5.
- **Support Request:** request made by the Customer in accordance with this SLA for support. Requests include, but are not limited to, requests for resolution of Issues, wishes and questions.

### 2. SUPPORT

#### 2.1. Support hours

*Source Workspace / Source Harvest Forecast / Source Cultivation Management*

Source.ag shall provide Customer with support in accordance with this SLA, from Monday to Friday from 07:00-18:00 CET/CEST, excluding the following (public) holidays as recognised in the Netherlands: Easter Sunday, Ascension Day, King's Day, Whit Sunday, Christmas Day, Boxing Day (**'Public Holidays'**). These support hours apply to all Priority Levels as set forth for Source Workspace, Source Harvest Forecast and Source Cultivation Management in clause 2.4.

*Source Irrigation Control*

For Priority Levels 1 and 2 Source.ag shall provide Customer with support from 06:00-20:00 CET/CEST, all days of the year. On Saturdays and Sundays, on Public Holidays and on Mondays-Fridays between 06:00-07:00 CET/CEST and between 18:00-20:00 CET/CEST the support for Source Irrigation Control will be exclusively via phone.

Support for Priority Levels P3 and P4 is equal to the support for Source Workspace, Source Harvest Forecast and Source Cultivation Management as listed above.

#### 2.2. Support Request

*Source Workspace / Source Harvest Forecast / Source Cultivation Management*

Customer may contact Source.ag support by email at [support@source.ag](mailto:support@source.ag) or through the in-app support widget (chat). In case of email, Customer shall indicate the priority level (P1, P2, P3, P4) in the subject line of the email when submitting a Support Request based on the information provided by Source.ag to Customer. In case of an in-app Support Request, Customer shall indicate the priority level through the automated questionnaire at the start of the conversation. All Support Requests in relation to an Incident without a priority level in the subject line are handled as a P4 Support Request.

Source.ag offers support in Dutch and English. Any other language will be offered on request and on a reasonable effort basis.

*Source Irrigation Control*

Customer may, in addition to usage of the support channels listed above, contact Source.ag for P1/P2 support via phone. The phone number is available for Source Irrigation Control users via the Source.ag documentation portal and the Source.ag help center.

**2.3. Priority determination and escalation**

When submitting a Support Request, Customer shall reasonably diagnose any Issue itself and communicate to Source.ag the priority level. Source.ag is committed to respond swiftly to Customer's Support Requests and to resolve Issues within a reasonable time. Source.ag shall assess Customer's priority level designation and notify Customer of a change in the priority level designation to a higher or lower level, including an explanation for the change. In the event of a dispute regarding the appropriate priority level of the Issue, Source.ag's customer success manager shall enter into consultation with Customer to reach consensus.

**2.4. Support service levels**

**Source Workspace / Source Harvest Forecast / Source Cultivation Management**

Priority Level	Description	First Response Time (FRT)
<b>P1</b>	<ul style="list-style-type: none"> <li>An Issue that makes the Service completely unavailable; or</li> <li>Critical functionality is interrupted, degraded or unusable, having a severe impact on the Service availability.</li> <li>No acceptable workaround is available.</li> </ul>	1 hour
<b>P2</b>	<ul style="list-style-type: none"> <li>Non-critical function or procedure, degraded, unusable or hard to use having an operational impact, but with no direct impact on the Availability.</li> <li>No acceptable workaround is available.</li> </ul>	8 hours
<b>P3</b>	<ul style="list-style-type: none"> <li>Issues that affect minor functionality.</li> <li>Users can use the Service, but possibly less efficiently.</li> <li>A workaround exists, but is not optimal.</li> </ul>	12 hours
<b>P4</b>	<ul style="list-style-type: none"> <li>(Usage related) questions.</li> <li>Issues that are not related to broken functionality in the Service.</li> </ul>	24 hours

**Source Irrigation Control**

Priority Level	Description	First Response Time (FRT)
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<b>P1</b>	<ul style="list-style-type: none"> <li>• An Issue that makes the Service completely unavailable; or</li> <li>• Critical functionality is interrupted, degraded or unusable, having a severe impact on the Service availability.</li> <li>• No acceptable workaround is available.</li> </ul>	30 min
<b>P2</b>	<ul style="list-style-type: none"> <li>• Non-critical function or procedure, degraded, unusable or hard to use having an operational impact, but with no direct impact on the Availability.</li> <li>• No acceptable workaround is available.</li> </ul>	2 hours
<b>P3</b>	<ul style="list-style-type: none"> <li>• Issues that affect minor functionality.</li> <li>• Users can use the Service, but possibly less efficiently.</li> <li>• A workaround exists, but is not optimal.</li> </ul>	12 hours
<b>P4</b>	<ul style="list-style-type: none"> <li>• (Usage related) questions.</li> <li>• Issues that are not related to broken functionality in the Service.</li> </ul>	24 hours

## 2.5. Support measurement

Source.ag measures the overall percentage of met First Response Times across all Support Requests related to the Services for each of the Customer Facilities over the active Subscription Term (including the initial Subscription Term and any subsequent Renewal Periods).

First Response Time is the total time elapsed during support hours (as set forth in clause 2.1), between Source.ag having received a Support Request and Source.ag having sent a response to the Customer. In case of phone and/or Whatsapp support, the first established contact that is not an automated response shall be considered a first response.

In the event an initial Subscription Term is longer than 12 months, the percentage of First Response Times on Support Requests by the Customer (including Service Credits, if any) shall be measured on a pro rata basis during the first months up to the remaining 12 months of that Subscription Term and after that measured over the remaining 12 months and any Renewal Period. Example: *if the first Go-live Date per an Order is 1 July 2022 and the first Subscription Term is 18 months, first response times on Support Requests shall be measured over the period from 1 July 2022 up to and including 31 December 2022, over the period from 1 January 2023 up to and including 31 December 2023 and subsequently over any (12 month) Renewal Period.*

## 3. MAINTENANCE

### 3.1. Scheduled Maintenance

Source.ag may from time to time, perform scheduled Maintenance (**'Scheduled Maintenance'**) on the Services. Source.ag shall endeavour to minimize the impact on the Services as a result of such Scheduled Maintenance by, amongst others, making commercially reasonable efforts to take into account the local business hours of Customer and not exceed the expected duration as communicated to the Customer. Source.ag shall make every effort to inform the Customer of such Scheduled Maintenance and the expected duration thereof by email at least five business days in advance or as soon as possible. If the MSA refers to an overarching framework agreement between Source.ag and a cooperative growers' association, communication by Source.ag under this clause shall also be addressed

to such cooperative growers' association. Any unavailability of the Services because of Scheduled Maintenance is excluded from the Downtime as set forth in clause 4.2.

### **3.2. Emergency Maintenance**

Source.ag reserves the right to perform emergency Maintenance ('**Emergency Maintenance**') on the Services as needed. In such cases, Source.ag will notify the Customer in advance whenever feasible. If advance notice is not reasonably possible, Source.ag will inform the Customer during or after the Emergency Maintenance. Any unavailability of the Services due to Emergency Maintenance is excluded from the Downtime as set forth in clause 4.2.

## **4. AVAILABILITY**

### **4.1. Availability service level**

Source.ag's Services availability commitment for any 12-month period is 98%.

### **4.2. Availability calculation**

Source.ag calculates Availability per Customer Facility over the then-current Subscription Term (i.e. the initial Subscription Term and any Renewal Period), in accordance with below calculation method.

Calculation method:

$((\text{Total} - \text{Downtime}) / \text{Total}) * 100\%$

Where:

- "Total" is the total number of minutes in the previous 12 months (e.g., 365 days multiplied with 24 hours multiplied with 60 minutes);
- "Downtime" is the total number of minutes during which the Service was not available at the relevant Customer Facility in the previous 12 months. Emergency and Scheduled Maintenance are excluded from Downtime, unless (in relation to the Scheduled Maintenance), Source.ag exceeds the expected duration as communicated to the Customer (as stipulated in clause 3.1).

In the event an initial Subscription Term is longer than 12 months, Availability (including Service Credits, if any) shall be calculated on a pro rata basis during the first months up to the remaining 12 months of that Subscription Term and after that calculated over the remaining 12 months and any Renewal Period. Example: *if the first Go-live Date per an Order is 1 July 2022 and the first Subscription Term is 18 months, Availability shall be calculated over the period from 1 July 2022 up to and including 31 December 2022, over the period from 1 January 2023 up to and including 31 December 2023 and subsequently over any (12 month) Renewal Period.*

### **4.3. Source Irrigation Control - fall-back in case of no Availability**

Source.ag retrieves data from, and in the case of Source Irrigation Control, also writes data to hardware at the Customer Facility including devices like the climate computer or individual sensors. In case of no Availability of Source Irrigation Control, Customer should, as a fall-back, switch to its own irrigation strategy in the climate computer.

## **5. SERVICE CREDITS**

### **5.1. Service credit request**

Source.ag shall, per Customer's reasonable request, report on its support and Availability commitment (as measured per clauses 2.5 and 4.2 respectively). In such a scenario,

Source.ag shall use reasonable efforts to provide the requested report within ten (10) working days of receiving the request.

In case Source.ag falls short of its support or Availability commitment, Customer is entitled to Service Credits per the tables below, but always subject to clause 5.4. In the event a (remaining) Subscription Term is less than 12 months, Service Credits shall be calculated on a pro rata basis. Service Credits are Customer's sole and exclusive remedy for not meeting any service levels, unless such service level failure also qualifies as an independent (warranty) breach under the applicable MSA or GT&C, in which case Customer is entitled to the remedies available under such MSA or GT&C.

To apply for Service Credits under this SLA, a minimum of twenty (20) Support Requests must have been made in the respective measurement period (which - for the avoidance of doubt - also applies pro rata to the measurement period of the first months up to the remaining 12 months of an initial Subscription Term that is longer than 12 months, as explained in clause 2.5 above).

To receive any Service Credits, Customer must submit a Service Credit Request to support@source.ag within 3 months after the Availability or support report has been made available to the Customer. The request must include reference to the relevant date and time of the Availability or support report and the requested Service Credit.

## 5.2. Availability - for all Services

Availability percentage	Service Credit
< 98%	Customer receives a free 1-month extension of the Subscription Term by Source.ag; or
< 97%	Customer receives a free 2-month extension of the Subscription Term by Source.ag.

## 5.3. Support

First Response Time percentage	Service Credit
< 95%	Customer receives a free 1-month extension of the Subscription Term Source.ag
< 75%	Customer receives a free 2-month extension of the Subscription Term by Source.ag

## 5.4. SLA exclusions

For all Issues in the Services caused by issues and/or changes in Customer's information systems or architecture (including for example the transition from one climate computer or sensor provider to another – which may qualify as Other Services under the MSA or GT&C and be subject to additional fees), customizations, and/or third-party products or services, Source.ag may assist Customer and its third-party providers in diagnosing and resolving Issues, but Customer acknowledges that these matters are outside of Source.ag obligations as set forth in this SLA.

Source.ag's failure to meet obligations or commitments under this SLA that are attributable to (i) Customer's or one of its (end) users acts or omissions, including but not limited to, when a failure is the result of circumstances at the location(s) of the Customer (e.g. electrical

supplies, non-maintained systems, network and/or housing, internet failure); (ii) third party service providers (outside of Source.ag's control), including, but not limited to, climate computer providers or sensor providers and (iii) any force majeure events under the MSA or GT&C, shall be excused and shall not be taken into consideration for the calculation of the Availability, First Response Time percentage and Service Credits.