Service Level Agreement Postcode.nl
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This document contains the "Service Level Agreement" (hereinafter: "**SLA**") of **Postcode.nl B.V.**, established at Julianastraat 30, 2012 ES Haarlem and registered with the Chamber of Commerce under registration number 34185878 (hereinafter: "**Supplier**").

1   Definitions

All capitalized terms used in this Addendum shall have the meaning given to them in the General Terms and Conditions, unless otherwise defined in this SLA or elsewhere in this Addendum.

1.1   **General Terms and Conditions**: the "General Terms and Conditions postcode.nl data and site" of Supplier, under which the Agreement has been concluded and which can be consulted via https://www.postcode.nl/documents/algemenevoorwaarden.pdf

1.2   **API Services**: Services relating to the provision of APIs.

1.3   **API Response Time**: the time required for Supplier's servers to process an API request and return a response.

1.4   **Availability**: the extent to which the API is functional and accessible for Client.

1.5   **Data Supplier**: the supplier(s) providing data to Supplier, including data obtained from third parties (source holders).

1.6   **Services**: the services offered by Supplier from its website and provided under an Agreement between Client and Supplier, including the provision of data (including Data) for internal use by Client in a manner determined by Supplier, API Services, as well as any future modifications of the Services.

1.7   **Data**: the data obtained by Supplier from Data Supplier(s), which may or may not be enriched or otherwise processed by Supplier, and delivered to Client under the Services.

1.8   **Internal Use**: the use by Client for its own internal organisation.

1.9   **Business Hours**: 09:00 to 17:00 Dutch time, Monday to Friday, excluding national holidays or days previously announced by Supplier as closed.

1.10   **Supplier**: Postcode.nl, or its legal successor under general or special title.

1.11   **Agreement**: the agreement under which Supplier provides Services to Client, including the General Terms and Conditions and other agreed documents, of which this SLA, if agreed upon, forms an integral part.

1.12   **Response Time**: the time required for Supplier to respond to an incident reported by Client, measured from the moment the incident is reported until Supplier provides the first response.

2   Applicability

2.1   This SLA, if agreed upon by Supplier and Client, applies – in exchange for the fees payable by Client under the Agreement for the SLA – to the Services provided by Supplier to Client and, once mutually agreed upon, forms an integral part of the Agreement under which those Services are delivered.

3   Availability

3.1   Supplier strives for an Availability of the API Services of at least 99.9%, measured over a calendar month. This Availability is measured based on operational time, excluding exceptions as described in Article 3. Supplier makes every effort to prevent interruptions and to make the API Services continuously available. Availability is determined as follows:

$$B = \frac{Tm - \sum Om}{Tm} \times 100\,\%$$

Tm = total number of minutes in the relevant month
Om = (the sum of) the number of minutes of non-Availability in the relevant month
B = realised Availability in the relevant month

3.2   Supplier makes every effort to limit the API Response Time, measured at the 90% percentile, to less than 500 milliseconds per request, from the moment the request is received until the response is sent, as measured by Supplier. Any external influences such as the (intermediate) network or Client's systems may additionally affect this and fall outside the scope of this SLA.

3.3   Supplier uses advanced monitoring tools to monitor the Availability, API Response Time, and performance of the API Services in real time.

4   Exceptions to Availability

4.1   The following interruptions are excluded when calculating Availability and API Response Time:

- External causes and/or events of any kind, including but not limited to natural disasters, acts of war, pandemics, government restrictions, cyberattacks, DDoS attacks, failures at external infrastructure providers (telecom, internet, electricity), and other force majeure events;

- Intentional, conditional intentional, or negligent actions or omissions by Supplier;

- Incorrect use of the Services or use for a purpose for which the Services are not intended;

- Situations in which updates or new integrations introduced by Client with other software cause disruptions;

- Sending incorrect requests to the API, e.g., requests that do not comply with the specifications described in the API documentation;

- Incorrect interpretation or processing of correct API responses due to changes made by Client in its own systems or processes;

- Suspension of API access caused by failure to pay invoices within the stipulated period.

4.2   The locations, namely the regions or countries, where the Services are provided or consumed, are specified in the Agreement by Client during the ordering process.

5   Incident Management

5.1   The current status of the API Services can be viewed via the uptime page https://status.postcode.eu and status page https://kb.postcode.nl/help/api-status. The uptime page shows uptime over the past six months.

5.2   Incidents are classified by Supplier based on severity and impact on the API Services. Classifications are as follows:

- **Critical**: The API is completely unavailable. This has a direct impact on the API Services.

- **High**: Essential API functionalities do not work, but the API is partially available.

- **Medium**: Non-essential functionalities of the API are hindered or there is a disruption with limited impact.

- **Low**: Error messages or problems that do not impact the use of the API Services.

5.3   In the case of a Critical or High Incident, Supplier takes the following steps:

- Incidents are detected by monitoring tools, Client notifications, or internal diagnostics.

- An assessment of the cause and severity of the incident is performed, after which work begins on resolving the incident.

- An initial notification of the incident is posted on the status page.

- Updates on progress are posted on the status page during the incident.

- After resolution, the status page is updated and the Knowledge Base article reflects the resolved status.

5.4   Support regarding the Services is available via Supplier's email address tech@postcode.nl. Support is available during business days, excluding holidays or company closures, between 9:00 and 17:00.

5.5   Incidents may be reported via tech@postcode.nl or, during Business Hours, by phone at +31 23-5325689. Upon reporting an incident, the following process applies:

- **Initial Assessment**: After reporting, Supplier conducts an initial assessment, including investigation by a technical specialist to determine the cause, scope, and severity.

- **Classification**: Supplier determines the incident priority based on the initial assessment (see classifications in Article 5.2).

- **Communication with Client**: Supplier communicates the results of the assessment, including priority classification and a preliminary action plan.

- **Recovery Strategy**: Based on classification and further technical analysis, a detailed recovery plan is prepared and executed. Supplier keeps Client informed of progress and planned steps via the channels mentioned in Article 5.1.

6   Escalation Procedure

6.1   Given Supplier's flat organizational structure, no escalation procedure is available/possible.

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7 Response and Resolution Times

7.1 Supplier makes every effort during Business Hours to respond within two hours to Incidents classified by Supplier as critical. For lower priority Incidents, Supplier will respond within two business days.

7.2 Supplier aims to resolve critical incidents within four (4) hours of commencement of work, however, without guaranteeing this resolution time.

8 Maintenance

8.1 Scheduled Maintenance (such as updates, changes, improvements, or security adjustments) is implemented by Supplier without prior notice. Only if Supplier expects an impact on the use of the Service will Client be informed at least 48 hours in advance.

9 Compensation

9.1 If Supplier fails to achieve the Availability defined in Article 1 in a calendar month, Client is entitled to compensation for that month. This compensation serves as a penalty as referred to in Article 6:92 of the Dutch Civil Code and is calculated as follows:

- 5% of the monthly equivalent of the annual cost of the standard subscription to the Service.

Fixed costs for additional addenda or services, such as the DORA addendum and the SLA fee itself, are expressly excluded from the compensation amount and are therefore not eligible for refund or settlement.

The annual total of any monthly compensation will never exceed 25% of the annual subscription fee.

9.2 This compensation is granted as a credit note.

9.3 Compensation is not granted for interruptions resulting from:

- Factors listed in Article 2 (Exceptions to Availability).

- Causes arising from non-compliance with Client's responsibilities as described in Article 10.

9.4 The compensation process is as follows:

- Client submits a compensation request within 30 calendar days after the end of the month in which Availability was not achieved.

- Supplier reviews the request and informs Client within 10 business days whether the request is approved or rejected.

- If approved, compensation is refunded to Client within 14 calendar days after approval.

10 Responsibilities of the Client

10.1 Client is responsible for complying with the API usage guidelines, including:

- Managing API credentials

- Managing valid contact details, including a valid email address and phone number, billing information, and timely submission of any billing references.

- Timely implementation of necessary updates to integrations.

- Timely payment of outstanding invoices.

- Using the APIs in such a way that they do not constitute a critical part of Client's (ordering) process.

In the event of non-compliance with these responsibilities, Supplier reserves the right to (temporarily) suspend the Service without compensation.

11 Duration

11.1 The duration of the SLA coincides with the duration of the Agreement.

12 Changes to the SLA

12.1 Supplier reserves the right to amend the SLA in accordance with the procedure described in the General Terms and Conditions. Client will be informed in due time about changes, and if these have a substantial impact, Client has the right to terminate this SLA within a specified period.

13 Liability

13.1 Supplier warrants that the Service will be provided in accordance with the standards described in this SLA and that reasonable efforts will be made to prevent and resolve technical and operational issues.

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13.2 The provisions regarding warranties and liability are already included in Supplier's General Terms and Conditions. This SLA does not extend or deviate from those provisions.

14 **Governing Language**

In case of any discrepancies, ambiguities, or conflicts between the Dutch and English versions of this SLA, the Dutch version shall always prevail.