



Connect, engage, empower

# Plek Employee Empowerment

**Service Level Agreement**

**Version 2.1**

**March 2024**



| Date      | Version | Amendments                 |
|-----------|---------|----------------------------|
| 1-7-2015  | 1.0     |                            |
| 8-3-2024  | 2.0     | Completely new version     |
| 11-4-2024 | 2.1     | Minor textual improvements |
|           |         |                            |
|           |         |                            |

|   |           |
|---|-----------|
| <b>1. Introduction</b>  | <b>3</b>  |
| <b>2. Services that Plek provides</b>                             | <b>4</b>  |
| <b>3. Contacts, Organizational Structures, and Correspondence</b> | <b>7</b>  |
| <b>4. Ownership, Terms of Use and Access</b>                      | <b>9</b>  |
| <b>5. Security and Privacy</b>                                    | <b>9</b>  |
| <b>6. Complaints, escalation and sanctions</b>                    | <b>12</b> |
| <b>7. Termination of Services</b>                                 | <b>13</b> |
| <b>Appendix A: Contact persons and address details</b>            | <b>14</b> |

## 1. Introduction

Plek is a SaaS solution for Employee Empowerment through reaching and actively engaging employees. With Plek, you encourage collaboration and knowledge sharing, understand what is really happening, and take targeted action. Plek is developed and managed by Plek Group BV and is available in the browser and as a mobile Android and iOS app.

### 1.1 Definitions

|                    |   |
|--------------------|---|
| Client or Customer | The organization that has entered into an Agreement with Plek.  |
| Administrators     | One or more contacts from the Client who report notifications, disruptions, and requests to Plek's Service Desk and with whom Plek's Service Desk itself contacts.  |
| User               | An employee or external of the Client who has access to the application made available by Plek under the terms agreed in the Agreement.                             |
| Services           | The application provided by Plek via the internet, as well as the associated Service Desk.  |
| Agreement          | The service agreement between Plek and the Client which specifies the functionalities being purchased, at what price, under what conditions, and for what duration. |
| Release            | A Release contains functionality that involves significant changes or improvements in user experience.  |

### 1.2 Purpose of the Service Level Agreement (SLA)

Clients of Plek have entered into an Agreement with Plek Group BV. This Agreement specifies the functionality being purchased, at what price, under what conditions, and for what duration.

This Service Level Agreement (SLA) describes the level of service Clients of Plek can expect during the term of the Agreement.

### 1.3 Modification and management of the SLA

The service provision for all Clients of Plek is centrally managed and maintained. Therefore, the content of this Service Level Agreement may be periodically updated. Changes to this SLA are communicated directly.

## 2. Services that Plek provides

This SLA applies to the services that Plek grants. These services include:

- Making functionality available
- Service desk for answering questions and resolving problems
- Adjusting and developing functionality
- Keeping the system and data accessible

### 2.1 Making Functionality Available

Users of Plek can access the functionality of Plek. For this, they need a user account on the Plek system. The number of user accounts and associated prices are described in the Agreement. Numbers can be adjusted up or down during the contract term, depending on the needs of the Client.

Users can access the functionality via the Internet. Plek supports the most recent versions of common browsers. An up-to-date overview of which browsers are supported can be found on our browser policy page.

The Service Desk is the point of contact for Administrators from the Client to submit targeted support requests. The Service Desk of Plek aims to make Customers of Plek successful in using Plek.

Customers of Plek can authorize multiple employees to submit service requests. The starting point is that Plek provides second-line support and therefore does not directly support users. Self-service help is available for Administrators and Users at [help.plek.co](https://help.plek.co).

#### 2.2.1 Our Service Promise

Plek aims for 100% customer satisfaction. This means that the role of the Service Desk is crucial. Therefore, there are no general employees who only answer the phone, but direct contact with an expert employee whose sole goal is to resolve the request as well and as quickly as possible. So that the User of Plek can continue their work without interruption.

#### 2.2.2 Service Desk Availability

The Service Desk is available for telephone inquiries and reports on working days from 08:30 AM to 6:00 PM (CET). There is no cut-off time for questions and reports submitted by email; these reports will be processed at the next opening of the Service Desk.

#### 2.2.3 Methods of Contact

Notifications, questions, and requests for information can be sent to [support@plek.co](mailto:support@plek.co), created via the support portal from Plek, or reported by telephone: +31 (0)20 369 7577.

#### 2.2.4 Service Priorities

In order to fulfill our service promise of 100% satisfied Customers, we distinguish four service priorities, each with its own resolution time.

| Level      | Description  | Guideline resolution time <sup>1</sup>    |
|------------|--|---|
| Priority 1 | Complete unavailability of the service                             | within four (4) hours                     |
| Priority 2 | Partial unavailability of the service                              | within three working days                 |
| Priority 3 | Incidents with delayed consequences or reduced service performance | in a future, previously announced release |
| Priority 4 | Change request en/of minor change                                  | best-effort                               |

## 2.3 Adjusting and Developing Functionality

Clients can submit requests to improve the functionalities of the standard application. The Change Advisory Board (CAB) of Plek decides weekly whether the request is valuable for every Client and whether it can be implemented in the application without having major consequences for other Clients' use. The CAB then decides if and when the change will be realized in the standard solution.

Plek also develops the application to introduce new functionalities and add them to the application. These developments usually have a larger impact on the use of the application. Plek develops, when possible, new functionalities as separate modules that can be turned on and off.

These major changes to the application will generally be implemented during a planned upgrade of the application and are as such included in advance on the Roadmap.

Plek will ensure in both cases that the changes are communicated to the Client prior to their implementation. Plek makes new Releases available to Clients several times a month. When publishing a Release, Release documentation is made available, through an overview within the application and on GO Plek. In the case of fundamental changes or expansions, Clients are proactively guided.

### 2.3.1 Roadmap and Release Strategy

Plek is a standard cloud application. All Clients use essentially the same version (Release) of Plek. Plek releases new Releases several times a month, following the principle of small, incremental steps to keep the impact on users limited. Since Plek is 100% cloud, the new Release is immediately available to all Clients. Larger changes in a Release are, where relevant and possible, initially hidden and turned on in consultation with the Client.

The longer-term planning of these Releases is the Plek Roadmap. Plek does its utmost to develop the functionality mentioned on the roadmap by the stated dates. However, deviations from this roadmap are possible. This might mean that more is developed, but

<sup>1</sup> Average over one calendar year, calculated in office hours and working days. Plek aims to resolve more than 80% of all calls within the specified resolution times. If an individual case cannot be resolved within the indicated resolution time, Plek will consult with the Administrator before the resolution time expires.

sometimes a certain functionality is postponed. The mentioned functionality and delivery dates on the roadmap are therefore subject to change.

### **2.3.2 Communication about Releases**

The contents of the Releases to be issued are communicated to all Administrators after the Release has been executed. In addition to this content, explanatory (help) texts and instructional videos are made available to all Users via [help.plek.co](https://help.plek.co). The Release documentation remains accessible to all Users even after the initial communication.

Changes resulting from incidents are personally communicated back to the Administrators who reported the incident to the Service Desk.

### **2.3.3 Customization**

Changes to the custom features with specific functionality for the Client will always be delivered for acceptance to the Administrator in an acceptance environment. Only after explicit approval will the change be implemented in the production environment. The release of custom work takes place within office hours, unless the Client indicates that this is not desired or if there is a priority level 1 incident on the custom work. Plek will check the basic operation of the custom work after the Release.

## **2.4 Keeping the System and Data Accessible**

Plek uses a multi-executed hosting architecture at a European hosting provider for the accessibility and continuity of its application. Plek guarantees the continuity of the data stored in the application, through a certified mechanism of backup, system redundancy, and fail-over.

All production systems are equipped with a backup facility at a different location. If a location performs insufficiently or not at all, the application with the corresponding data is automatically offered through the other location. This happens fully automatically and without the user noticing. There is therefore no loss of availability and data.

Fail-over is an automatic mechanism and works in principle without loss of availability and without loss of data.

### **2.4.1 Maintenance Window**

The installation of Releases takes place during office hours without affecting the operation of the Service. Only in very rare cases does a Release lead to the need to interrupt the Service. In this case, the work is planned outside office hours.

Plek informs Clients at least five working days in advance about planned interruptions. Unplanned maintenance work and/or interruptions are reported as soon as possible to the Administrator.

In the event of a planned interruption, a notification email will be sent to the Client's Administrator. The Administrator is responsible for communicating about the interruption to the rest of the users in the Client organization.

If the Client is informed less than five working days in advance but has no objections to the interruption, the interruption will be treated as planned.

If the Client has objections, they can contact Support. In consultation, it can then be decided to carry out the work at a later time.

## **2.4.2 Guaranteed Service Levels for Infrastructure**

Plek guarantees a very high level of availability for all infrastructure services. Live statistics can be consulted on [status.plek.co](https://status.plek.co). Plek guarantees an average availability of the infrastructure of at least 99.9%.

The following are excluded:

- Force majeure
- Serious fault, recklessness, or intent by the Client

## **2.4.3 Limitations and Boundaries**

Plek is designed and set up so that Users face no limitations in terms of volume, speed, and the number of actions or Users. However, there is a limit to the amount of storage space attachments may occupy.

Clients are provided with a total of 1Gb of data storage for such attachments per (full-fledged) User within the subscription. This is approximately equivalent to:

- 200 songs in mp3 format (assuming an average size of 5 MB per song).
- 1000 e-books (assuming an average size of 1 MB per e-book).
- About 250 high-resolution photos (assuming 4 MB per photo).
- About 1 hour and 30 minutes of high-quality video
- Extra real-time/online data storage can be purchased at an additional cost.

# **3. Contacts, Organizational Structures, and Correspondence**

## **3.1 Administrator**

Plek is responsible for delivering services in accordance with the contractual agreement. A responsible person within the Client's organization, the Administrator, will be the first point of contact for the day-to-day inquiries from users at the Client. The Administrator is the only contact person who can request services from Plek. It is possible to appoint multiple Administrators.

The Administrator is a Plek user who is registered with Plek as being an Administrator. Questions about the Service posed by users other than Administrators will be forwarded to the Administrator.

The appointment or modification of an Administrator is carried out in consultation with the Client. Administrators then gain access to the Customer Community GoPlek.

### **3.2 Training Requirements for Administrators**

During the implementation, Administrators are trained sufficiently to be able to work with Plek. The Client is obligated to ensure that all Administrators are trained before they begin working with the application. Administrators who are properly trained by a Plek trainer/consultant are entitled to free support from the Service Desk. Additional costs for resolving issues caused by an untrained Administrator may be charged to the Client.

### **3.3 Organizational Structures**

Periodically, the Plek Customer Success Manager will hold discussions with the Administrator and/or the contract owner regarding the service provision.

### **3.4 Reporting on Support and Service Desk Services**

The Client can request periodic reports on the status of submitted and outstanding service requests.

## 4. Ownership, Terms of Use and Access

All intellectual property rights to all systems, documents, and other works to which the Client has access in the context of the delivery of Services are vested exclusively in Plek or its licensors, even if they have been developed at the specific request of the Client.

The right to use the Services is for the agreed fixed term, is personal, non-exclusive, and non-transferable. The Client shall use the Services only for itself and solely for the benefit of its own organization.

It is not permitted to use the Services in a manner that could hinder other Users or otherwise affect the proper functioning of the Services and/or the underlying software or databases.

The Services are designed for use by natural persons who log in via the internet using a username and password combination or via Single-Sign-On.

For any custom modifications in the software or additions to the Services made by Plek at the request of the Client, Plek grants a right of use to the Client. Plek is free to reuse such custom work and incorporate it into subsequent standard versions and updates of its products.

For the use of the Services, the Client receives one or more username/password combinations that provide access to their own usage environment. The following specific conditions apply to these login details:

- The Client is fully responsible for every use and for any misuse that occurs with the login details of the Services.
- Legal acts performed using the login details are binding on the Client.
- The login details must be treated as strictly confidential by the Client, and the Client will use and provide them only to persons if and to the extent strictly necessary to use the Services.
- If the Client suspects that the confidentiality of the login details has been breached or that there is misuse of the login details, the Client must immediately report this to Plek. Plek will then deactivate the relevant login details as soon as possible.
- Login details are strictly personal, may not be used by more than one natural person, and are not transferable.

## 5. Security and Privacy

Plek will secure the Services and the systems used to offer the Services against unauthorized use and loss of entered data.

### 5.1 General Data Protection Regulation (GDPR)

Clients who process personal data with Plek must comply with the requirements set by the General Data Protection Regulation. Plek has taken all necessary measures to ensure clients can meet these requirements:

- Plek is secured both technically and organizationally. These security measures are part of our ISO 27001 certification and are annually audited by an independent third party.
- Plek processes personal data solely on behalf of its Clients.
- Plek commits to complying with the security obligations that rest on our Clients under the GDPR. To this end, parties enter into a Data Processing Agreement.
- Annually, Plek makes its ISO 27001 report available to its Clients upon request so they can verify that Plek continues to meet its security obligations.

## 5.2 Security Incident Procedure

In the event of a security incident, Plek will take appropriate recovery measures as quickly as possible. Additionally, Plek will provide the Client with all relevant information regarding the incident. This information includes at least:

- A description of the nature and extent of the incident, an estimate of the number of (potentially) affected individuals, and an indication of the nature of the affected personal data.
- A description of the impacted and corrective measures taken, planned measures, and recommended measures to limit damage, including an emergency plan and expected resolution and workaround time.
- Information about which third parties, such as government agencies and the (social) media, are or may be aware of the security incident.
- The contact details of the competent representative(s) of Plek, from whom the Client can immediately obtain regular updates on the status of the security incident.
- Any other information that can help minimize damage to the Client's organization and the privacy of the affected individual(s).
- Plek will also provide all reasonably expected assistance to the Client and share all necessary or requested information with the Client so that the Client can timely inform the (potentially) affected individuals and/or the relevant authorities or regulators that are competent to judge the processing of personal data, enabling the Client to demonstrate compliance with data breach notification obligations.

## 5.3 Responsibility for Adding/Changing User Access

The responsibility for adding or changing user access lies with the Client's Administrator, with implementation by Plek. It is the task of the Administrator to:

- Ensure that only persons who are authorized to use the Plek application have an active username and password.
- Ensure that each of these users has the correct settings to access the application.
- Ensure that each active user has a secure password.

## 5.4 Security Levels within Plek

Plek distinguishes different layers of security within the application. Various levels of authorization can be assigned to users through user roles. This controls not only the functionality of the application but also the visibility of data. Plek sets up the following layers of security:

- Users can read and post content depending on the settings made by Administrators and the groups they belong to.
- Content Managers are users who are also authorized to edit static knowledge base and reference articles (such as an employee handbook).
- Admins are users who have access to statistics, the Plek Health Score, and the configuration screens of Plek, including user management.
- Additionally, there are two roles with limited usage rights:
  - Read-only Users are users with read-only rights, such as shared accounts in stores.
  - External Users are users who have access to very limited content, such as business partners or alumni.
- All Users, except Read-Only and External Users, can be Group Managers, thereby having additional rights within their Group.
- Plek employees can access the Client's data upon request from Administrators when it benefits the service provision.

## **5.5 User Authentication**

Before users can access the application, they must be recognized by the Super User. The application ensures that only authorized individuals can log in, possibly with the aid of two-factor authentication. If the Client uses single sign-on (SSO), the Client itself determines the login policy.

## **5.6 ISO 27001**

All employees within the Plek organization are aware of the potential risks their work in the application could pose. For this reason, Plek has its development and operational processes certified according to ISO 27001 annually.

## 6. Complaints, escalation and sanctions

### 6.1 Complaints Procedure

A complaint is regarded as 'an expression of dissatisfaction by the Client regarding the services provided by Plek'.

Any complaint can be sent to the email address support@plek.co. Within one working day after receiving the complaint, Plek will send an acknowledgment of receipt to the Client, including the name of the person handling the complaint. This person will contact the Client as soon as possible, at the latest within two working days. The resolution/closure of a complaint will always be communicated to the Client.

### 6.2 Escalation Procedure

In cases of emergency or default by Plek, the Administrator or contract owner may initiate an escalation. Appendix A includes a contact and escalation matrix. The escalation procedure has three levels:

- Service Desk Team Leader (during operation) / Consultant (during implementation)
- Customer Success Manager
- Executive Management

### 6.3 Sanctions

If Plek fails to meet the guaranteed level of availability or performance, a number of sanctions are possible. Sanctions apply to reduced availability and reduced performance. Reduced availability is considered more serious than reduced performance, as the consequences for the Client are greater when the system is unavailable than when the system is slow. Plek will, of course, take every report of reduced performance seriously and will improve it as soon as possible within its reach.

#### *Monthly License Fee Rebate for Reduced Availability*

A service downtime greater than 1.0%, measured over an entire calendar month, will lead to a refund to the Client. The refund is calculated based on the monthly subscription fee. If the actual availability is 1% below the level of 99.9%, 1% of the monthly subscription fee will be refunded to the Client. The refund must be claimed within one month after the reduced availability has occurred.

#### *Right to Termination of the Agreement*

Termination of the Agreement is possible for the Client when availability is below 98.9% for at least three consecutive months. There is an exception, namely when there is reduced availability for two months as a result of a single incident (starting in the first month and ending in the second month).

## 7. Termination of Services

The data remains the property of the Client. Upon request from the Client, Plek can provide a copy of the data present in Plek's systems at the time of termination, for a fee covering the costs incurred. This support is provided on a post-calculation basis at the agreed hourly rates. The Client must make the request in writing upon cancellation but no later than two months before the actual termination of the Services.

After the termination of the Services, Plek will no longer use the Client's data. Plek will delete the data from its systems as much as practically possible within one month after the termination of the Services if the Client has requested this in writing. Plek is not obliged to destroy or erase these data to the extent that they are on backup media. Plek will not use such data for any purpose and will secure them against misuse during the retention period in the same way as it secures operational data of active Clients.

### 7.1 Temporary Continuation of Services

After the cancellation of the services, they can be temporarily continued (for example, if a new service provider is not operational in time) under the following conditions:

- A one-time fee equivalent to one month's subscription rate
- Rate per user according to the terminated user agreement
- A notice period of two months

### 7.2 Keeping Data Available for Consultation and Conversion Purposes

Upon request from the Client, Plek can keep the client environment of the application available after the end of the subscription period for consultation and conversion purposes. A new user agreement with more limited rights will be concluded for this purpose so that the Client can no longer make changes, but can only consult and/or export data.

- The fee and the number of Users will be determined in consultation, with a minimum of two Users.
- The notice period for the user agreement is two months, and it can be renewed annually.

### 7.3 Termination Procedures

Termination procedures are specified in the Agreement between the Client and Plek as well as the General Terms and Conditions of Plek.

## Appendix A: Contact persons and address details

### Place:

| Name         | Role    | Telephone          | E-mail address  |
|--------------|---------|--------------------|-----------------|
| Plek support | Support | +31 (0)20 369 7577 | support@plek.co |

### Client:

| Name | Role            | Telephone | E-mail address |
|------|-----------------|-----------|----------------|
|      | Administrator   |           |                |
|      | Agreement-Owner |           |                |

Plek and the Client will inform the other party as soon as possible when a new contact person is designated.

### Contact and escalation matrix

Below is an overview of the contact persons within Plek regarding various issues and how they can be approached.

| Who                      | When  | How   |
|--------------------------|---|---|
| Support                  | Direct point of contact for administrators  | +31 (0)20 369 7577,<br><a href="mailto:support@plek.co">support@plek.co</a> &<br><a href="#">support portal</a> |
| Team Leader Service Desk | Escalation point  | +31 (0)20 369 7577,<br><a href="mailto:teamleiderSD@plek.co">teamleiderSD@plek.co</a>                           |
| Consultant               | Point of contact for ongoing implementations and advice processes   | To be agreed per project  |
| Account Manager          | Advice, larger change requests, escalations in projects and advisory processes, future, vision. 2nd escalation level for Administrators | +31 (0)20 369 7577  |
| Managing board           | Relationship management, future, vision. Third escalation on calls and performance of Place.  | +31 (0)20 369 7577  |