



**Terms of Service Harborn Care - Version 1.0,
October 16, 2024**

1. General Terms

- 1.1. These Additional Terms apply additionally to the Terms of Service of Harborn, in the event that Customer makes use of Harborn Care. These are enclosed and also filed with the Rotterdam Chamber of Commerce under number 243.02.539 and can be consulted at [\[https://www.harborn.com/nl/algemene-voorwaarden\]](https://www.harborn.com/nl/algemene-voorwaarden).
- 1.2. In the event of a conflict between a provision in the Terms of Service and Additional Terms, the provisions of these Additional Terms shall prevail.
- 1.3. Unless explicitly stated otherwise, the definitions used in the Terms of Service apply to these Additional Terms as well.
- 1.4. Harborn can be reached by the Customer on Business Days, during Business Hours.

2. Incident response

- 2.1. Incident response relates exclusively to Technical Errors in the Harborn Product, or to functional deviations from the specified acceptance criteria.
- 2.2. If Customer reports incidents that do not fall under the definition as described above, the incident will be treated as a Modification.
- 2.3. Harborn guarantees the following response and resolution times (measured during Business Hours on Business Days) based on the priority of a Technical Error given by the Client:
 - a. Priority High:
 - i. Harborn Care: response: 1 hour, resolution: best effort
 - ii. Harborn Care Plus: response: 30 minutes, resolution: 8 hours
 - iii. Harborn Care Premium: response: 15 minutes, resolution: 4 hours
 - b. Priority Normal:
 - i. Harborn Care: response: 8 hours, resolution: in consultation
 - ii. Harborn Care Plus: response: 4 hours, resolution: best effort
 - iii. Harborn Care Premium: response: 2 hours, resolution: 16 hours
 - c. Priority Low:
 - i. Harborn Care: response: 16 hours, resolution: in consultation
 - ii. Harborn Care Plus: response: 16 hours, resolution: in consultation
 - iii. Harborn Care Premium: response: 16 hours, resolution: best effort
- 2.4. If the Customer classifies an incident as 'High', the guaranteed response time / resolution applies from the moment the incident is reported by telephone.
- 2.5. Best effort means that Harborn ensures that at least 1 FTE is working on the Technical Error for at least 50% of its time on resolving the incident.
- 2.6. Harborn reserves the right to, in consultation with Customer, adjust the priority of an incident or to establish guidelines for prioritization if it appears that incidents are being estimated higher unreasonably.
- 2.7. Response services that are not covered under the Extended Warranty will be invoiced in arrears based on the applicable rates or by means of a Pre-paid Service Package strip card, if available.

3. Change priority

- 3.1. Change priority is exclusively available for small changes and requests that are estimated to take one day (8 hours) or less by the Harborn development team.
- 3.2. Services for changes are invoiced in arrears based on the applicable rates or by means of a Pre-paid Service Package strip card, if available.

- 3.3. Harborn guarantees the availability of change priority up to once every two weeks. If Customer submits more requests, Harborn will only process them if there is availability in the schedule.

4. Security updates

- 4.1. Depending on the severity and nature of a “CVE” (*Common Vulnerabilities and Exposures*: a publicly listed catalog of known security threats), Harborn installs security updates and releases a new version to the production environment. Harborn reserves the right to release security updates directly to a production environment without awaiting acceptance of the Customer.
- 4.2. All security updates are installed by Harborn within the Harborn Care Service, if the update can be installed within the current versions of the Harborn Product, unless we can confirm that the security issue (the CVE) does not impact the Harborn Product.
- 4.3. Each CVE is classified as high, critical, normal or low priority.
 - a. High or critical CVEs are installed and released to the production environment as soon as possible.
 - b. Normal CVEs are scheduled, installed and rolled out to the production environment.
 - c. Low CVEs and CVEs that do not impact the Harborn Product are included in the next release.

5. Updates

- 5.1. Harborn Care distinguishes between ‘regular’ updates and ‘major’ updates. Major updates include all updates to programming languages, frameworks, content management systems and databases that involve ‘breaking changes’. A breaking change is any modification in the update that requires non-trivial code changes to the code, or causes significant visual differences in the Harborn Product.
- 5.2. Harborn reserves the right to designate an update with many breaking changes as a ‘major’ update, even if it does not relate to a programming language, framework, content management system or database. Harborn will only do so if the update has such ‘breaking changes’ that Harborn can demonstrate and justify – by for example but not exclusively by experience of the installment of that update in other projects – that the update has substantially more impact than other ‘regular’ updates.
- 5.3. Installments of regular and major updates will be performed as planned work and submitted for acceptance.
- 5.4. Harborn installs the available updates within the Harborn Product on a monthly basis, unless they are major updates or updates that cannot be installed via standard procedures for any other reason. In this event, the installment is done via a custom process.
- 5.5. If the Customer does not commence production of the new version within 14 days of delivery, Harborn’s obligations under the Harborn Care Services will be suspended until the new version is in production.

6. Extended Warranty

- 6.1. Errors, functional deviations or other issues due to external factors, differences in interpretation, defective or ambiguous instructions or that are the result of user errors, are not covered under the Extended Warranty.
- 6.2. In no event are adjustments in functionality, extensions or the installment of updates and upgrades covered under the Extended Warranty.

7. Pricing and invoicing

- 7.1. The monthly costs of Harborn Care depend on the extent of the project. Harborn reserves the right to revise the costs if the extent of the project changes.