

Service Level Agreement

Built on Workday – Advanced AI Check-In

Version 0.1 - August 2025

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1. Scope

This Service Level Agreement (“SLA”) is provided by Incubane B.V. (“Incubane”) to customers who subscribe to our application via the Workday Marketplace. By purchasing the application, the customer (“Customer”) accepts this SLA, which applies for the duration of the subscription.

2. Introduction and Document Purpose

The Client has requested Incubane to provide subscription services for the Product Advanced AI Check-In (“Application”) on the Built on Workday (BoW) platform, which is utilized by the Client and its Affiliates. This Product Subscription Agreement (“PSA”) outlines the product features, functionalities, deployment responsibilities, and the process for managing defects. The terms governing this agreement are detailed in the “Incubane - End-User License Agreement for Built on Workday” (“EULA”). Any modifications to this PSA will be managed through a change request process and require mutual consent from both Parties. In addition the details of the Product are described in the Product Specification Sheet (“PSS”).

3. Product

This PSA outlines the specifics of the product delivered by the Application, including the process for addressing defects in line with the support levels detailed in Chapter 3.2. Definitions of the terms used in this PSA are provided below:

Concept	Definition
Bugs	Bugs refer to reproducible errors within the Extend code that prevent the Application from fulfilling the functional requirements specified in the Documentation.
Business Days	Monday to Friday from 9:00 to 17:00 CEST
Documentation	<p>Documentation includes:</p> <ul style="list-style-type: none"> ● Deployment Guide: A manual detailing the required steps and prerequisites for successfully operating the Application within the Client's environment. ● Specification Sheet: A comprehensive list of the functionality specifications. Any feature not specified in this sheet is not considered part of the product's functionality. ● Deployment Guide: A user-focused manual on how

	<p>to deploy the Application.</p> <p>For further details, refer to PSS.</p>
<p>Ticket tool and issue handling</p>	<p>Any request or action related to the Product that results in the creation of a ticket, including bug reports or feature requests, will be handled through the ticketing system operated by Incubane.</p>
<p>Environments or Tenants</p>	<p>Tenants can be categorized as follows:</p> <ul style="list-style-type: none"> ● Production: The Client's production tenant, which houses production processes and data. This tenant is typically accessed by end-users. ● Sandbox: This tenant serves primarily as a pre-production environment where testing can be conducted. ● Implementation: These tenants are utilized during the implementation of Workday or any Workday product.

3.1 Description of Service/Product

Product Description

The features and limitations of the Product are detailed in the associated "Documentation."

Download and Installation of the Product

The Product is available for distribution through Workday's Developer Site. The Client can obtain the latest version of the Product for each Tenant. By following the Deployment Guide, the Client can implement the Product in all available tenants. The Client is responsible for downloading, installing, testing, and providing final acceptance of the Product. Installation and any additional support services are not included in this PSA but can be negotiated separately.

Product Improvements

If the Application addresses any legislative requirements, Incubane will provide updates to the Application at no additional cost when new legislation takes effect. Requests for product improvements can be submitted and recorded through the process outlined in Section 3.2 of this PSA. Incubane will assess the request and respond regarding its eligibility for inclusion in a future release.

Intellectual Property and Support

Incubane will retain ownership of all intellectual property rights associated with the Product. In accordance with the terms outlined in the EULA of this PSA, the Client and its Affiliates will receive a revocable, non-exclusive, and non-transferable right to use the Product solely for their internal purposes.

Product Defects and Support

In accordance with the terms set forth in the EULA of this PSA, Incubane will offer the following support services throughout the licensing term:

- Monitoring the ticketing system, as agreed upon by the Client and Incubane.
- Managing tickets submitted through the ticketing system. It is important to note that "handling" pertains to the ticket itself, rather than the underlying issue prompting the request.
- Triaging reported bugs to determine whether they constitute a bug or a future improvement.
- Fixing identified bugs and addressing reported incidents.
- Maintaining the Product and implementing enhancements to its functionalities as a direct result of Workday Extend releases or service requests.

Incubane will allocate a dedicated support team, which will include a product owner, a service delivery manager, and a team of developers to assist with the maintenance of the Product. The Client is responsible for deploying the Product in accordance with the Deployment Guide. Incubane reserves the right to refuse or discontinue the use of the Product and any or all support services if the Client fails to comply with this Agreement, or if they are using releases or versions of the Product that are older than the latest major release. Maintenance and support services provided by Incubane will be limited to the Product specified in this Agreement and will not extend to any customizations made by the Client, or to any modifications, enhancements, or extensions of other Products.

3.2 Support Services

Ticketing Flow

The ticketing flow is structured to provide multiple levels of support aimed at effectively resolving various types of incoming tickets. The Incubane Support team will commence work on a ticket only after the Client has fulfilled the following responsibilities:

- Reviewed the deployment and user guides to determine if the issue is a usage issue or a genuine product defect.
- Investigated whether the issue arose following a configuration change made by the Client in the tenant.

- Ensured that tickets are submitted solely by the Named Support Contact designated by the Client.

The Incubane support team that manages the tickets consists of the following levels, each with specific responsibilities:

Support level	Incubane responsible person	Description
1. Product Queries and guidance requests	Service Delivery Manager	First line support on questions regarding setting up, running and adjusting the application.
2. Support on configuration changes	Service Delivery Manager	Requests for support on configuration of application.
3. Support on bug fixes	Service Delivery Manager will forward to Product Owner	Assess errors or unexpected behaviour of the application, find root cause and propose solution
4. Change requests	Service Delivery Manager will forward to Product Owner	Assess request for change of application (only if increasing value for all clients changes will be considered on the roadmap for the next update)

Incubane may offer a temporary workaround for issues that cannot be resolved at the current priority level while awaiting a permanent resolution. The provision of a temporary workaround does not relieve Incubane of its obligation to deliver a permanent solution.

Service Level Agreement (SLA) Guidelines

Assessing Ticket Priority

Ticket priority is evaluated based on the feature category:

1. **Must Have:** Critical functionality of the Product; the feature prevents access to a report and/or essential functionality specified in the documentation without a viable workaround.
2. **Should Have:** Impacts an important functionality of the Product or adds significant time or effort to a critical process, but a workaround is available.
3. **Nice to Have:** The feature is a non-essential functionality of the Product.

And based on the defect category:

1. **Total Loss:** The feature has completely lost functionality.
2. **Partial Loss:** The feature has partially lost functionality.

3. **Degraded Service:** The feature remains operational, but its performance is not as efficient or quick as anticipated.
4. **Individual Incidents:** The feature functions fully for most users, but a small group of users may experience difficulties.
5. **Change Requests:** The feature is fully operational, but the user is requesting a change in its functionality.

Combining the feature categories with the defect categories establishes the priority definitions for specific tickets.

	Total Loss	Partial Loss	Degraded Service	Individual Incidents	Change Requests
Must Have	1	2	2	2	5
Should Have	1	3	3	3	5
Nice to Have	3	4	4	4	5

The number of the combined values indicates the service level. Below is the description of the target response time and resolution times per service level:

Ticket priority	Response Time target	Resolution Time target
1. Critical	Within 8 working hours	Within 8 working hours after first response
2. High	Before end of next business day	Within 5 working days after first response
3. Medium	Within 2 business days	Within 10 working days after first response
4. Low	Within 3 business days	To be agreed on a case-by-case basis
5. Changes	Within 4 business days	To be agreed on a case-by-case basis

Ticketing Tool

In alignment with the previously outlined ticketing flow, Incubane offers a ticketing tool that includes the following functionalities:

- Selection of the Product related to the issue

- Selection of the severity level of the issue
- Description of the feature associated with the issue
- Provision of a detailed description of the issue
- The assignee from the Incubane Support Team can reassign tickets to the appropriate product owner

3.3 Governance

Role	Definition
Application Support Contact	Client-side person who is admin of the Product and can create tickets
Responsible Executive	Incubane Product's Overall responsible for the provision of the services
Service Delivery Manager	Incubane Product Primary contact for engagement related questions. Responsible for daily operations.

These roles make up all roles in this PSA and therefore associated with the Product.

4. Assumptions

4.1 General Assumptions

The Client possesses a Workday license for HCM or Financials, along with any additional modules necessary for this Product as specified in the PSS, for the full duration of this Agreement. The Client has the necessary availability, skills, and authorized personnel to implement the Product and make timely decisions. The Client will provide overall project leadership, governance, and decision-making structures. Additionally, the Client is responsible for timely engagement with their internal compliance department and any resulting actions during this engagement. The Client will manage labor relations, including work council and union-related issues. Incubane will not be liable for any delays caused by activities related to the management of these relations.

4.2 Engagement Limitations

The Product documentation will be provided in English. The language of the Product will be delivered as specified in the Specification Sheet.

4.3 Liabilities

Given the nature of the Product residing within the Client's Workday tenant, which is managed by both Workday and the Client, Incubane cannot be held responsible for the following:

- Downtime of the tenant and the Product
- Authentication and authorization issues within the Workday environment
- Quality of the Client's data within the Product
- Data or security breaches occurring outside the guidelines of the Deployment Guide and Specification Sheet
- Delays resulting from gaps and response times related to integrations or external connections associated with the Product
- Unavailability of the Product due to configuration changes made by the Client
- The Client not utilizing the latest released version of the Product

5. Fee and Duration

Our fees will be calculated and invoiced in accordance with following:

Billing Cycle	Starting as of	Annual License Fee (EURO)	Duration
Start Date	DD-MM-YYYY	€ XXX	3 years
Year 2	DD-MM-YYYY	€ XXX	
Year 3	DD-MM-YYYY	€ XXX	
Termination Date	DD-MM-YYYY		

The annual fee encompasses the license costs associated with using Extend via Built on Workday and all services listed in Section 3. The annual fee is fixed for the duration specified above. Contrary to the conditions outlined in the EULA, Section 8, the Client is only required to

pay fees for one additional year in the event of a termination for convenience. If the termination for convenience clause is exercised in the final year of the contract, the Client will not owe any additional fees.

Invoicing: The Client will provide a purchase order number, which must be included on the first page of the invoices.

5.1 Automatic Renewal

The contract will automatically renew for one year unless Incubane receives a termination notice from the Client. The Client may terminate the contract in accordance with the conditions specified in EULA, Section 8.

5.2 Engagement Termination or Suspension of the Product

Ending the license for a Product will result in the Client losing access to the Product, the data stored in the Product's data model, and all integrations embedded within the Product. In the event of suspension or termination, the Client is responsible for extracting any data from the Product's data model. Incubane will ensure that appropriate agreements are established with the Client regarding the use of the Application and, if necessary, facilitate knowledge transfer to the Client or a designated transition party. Incubane will provide sufficient time for the Client to test the environment if the application is to be deprecated from the tenant. In the unlikely event that Incubane discontinues its status as a Built on Workday partner, the Product will remain available until the end of the Agreement. Should the Client decide to discontinue using Workday software, this contract will also terminate with a 90-day notice from the Client. Please refer to the underlying terms of business outlined in the Product Subscription Terms for Built on Workday Extend applications (EULA, Section 8).

5.3 Acceptance Criteria

The Client is responsible for inspecting and reviewing the Product to ensure that the deliverables mentioned in the Documentation (PSS) are:

- Complete and accurate in terms of information and content
- Functioning as described in the Documentation

EXECUTED AS AN AGREEMENT ON..... IN DUPLICATE BY

<Client>

Incubane

Name:

Name:

Function:

Function:

Signature:

Signature
