# Brandquad Global Service Level Agreement

## 1 Introduction

### 1.1 About this document

This Appendix sets out the KPIs, by which the applicable Brandquad SaaS Services is measured and supported.

Terms used herein but not defined herein shall have the meaning set forth in the Agreement.

The Brandquad SaaS Services are based on common, consistent management practices for all customers. This common operating model allows Brandquad to provide a high level of service.

This document sets out Brandquad's commitments to Customer in relation to the SaaS Production Environment and is NOT applicable to those non-production environments such as preview, test, development or acceptance.

### 1.2 Amendments and Earlier Versions

Brandquad may update or amend the SLA from time to time and new versions will be available online together with the earlier versions. Any material changes to the KPIs in the SLA must be managed through the contract change process in the Agreement.

### 1.3 Definitions.

| Word /Phrase | Meaning |
|---|---|
| Case | a request for Brandquad Customer Support that is either an Incident or a Service Request. |
| Excused Downtime | where the SaaS Services is not available for use due to Planned Maintenance, justified Unplanned Preventative Maintenance or Service Outage Exclusions. |
| Hot Fix | an urgent and often time sensitive revision of Brandquad Product issued, which contains vital corrections to errors in the Brandquad Product to stabilize availability or maintain security objectives. |
| Incident | an issue with the Brandquad  Products that interrupts the current mode of operation and/or business processes of the Customer. |
| Key Performance Indicator or "KPI" | an objectively measurable indication of performance as setout in the SLA. |
| Maintenance | in relation to a Product, the provision of proactive maintenance including bug-fixing, security patches and other corrective updates, as well as evolutive updates and upgrades. |
| Non- Production Environment or NPE | an environment, such as preview, testing, quality, development and acceptance that holds not production data loads and to which the SLA does not apply. |
| Planned Maintenance | the period of time in which planned maintenance window for the Production Environment is scheduled; |
| Production Environment or PE | the production environment of Brandquad SaaS (in the production data centre) also called "live" environment, being the environment that the Customer uses to run its day to day (live) operations, which excludes any NPEs. |
| Resolve | means that the SaaS Services is made available again with a permanent solution. |
| Response Time | means the time from which Customer or any User raises a Case until Service Provider responds to the same. |
| Restore | means that the SaaS Services is made available again with a temporary solution or a workaround. |
| Service Availability | the amount of time (given as a percentage) that the Brandquad Production Environment is available for use. |
| Service Credit | a service credit granted in accordance with applicable sections of the SLA. |
| Service Outage | the amount of time (expressed in minutes) in any given month that the Brandquad SaaS Production Environment is not available for use, but excludes any outages as a result of "Service Outage Exclusions". |
| Excused Service Outage | - Planned Maintenance; <br> - failure of any circuits or connections provided by third party telecommunication providers or common carriers; <br> - failure of any external internet service provider or an internet exchange point; <br> - acts or omissions of the Customer or any Users permitted to access the Production Environment; <br> - behaviour of Customer applications, equipment or managed operating systems; and <br> - Force Majeure. |
| Total Time | the total time (expressed in minutes) in any given month (where Service Availability is being calculated). |
| Unplanned Preventative Maintenance | unavailability relating to unplanned maintenance for unforeseen and exceptional circumstances, without which a serious incident or issue may occur to Brandquad SaaS. |

## 2 Section A – SaaS Services Availability Standard Terms

## 2.1 Brandquad Global SaaS and Product Availability

| Service | Products (available) |
|---|---|
| Brandquad SaaS – Standard Service | • Brandquad Product Information management<br>• Brandquad Digital Asset Management<br>• Brandquad E-Commerce Intelligence |
| Brandquad SaaS – Advanced Service | • N/A |

## 2.2 SERVICE AVAILABILITY

Brandquad's KPI for Service Availability any given calendar month is 97%

## 2.3 Calculation

Service Availability is calculated (in any given month) as follows:

$$\left[ \left( \frac{\text{Total Time} - \text{Service Outage}}{\text{Total Time}} \right) * 100 \right]$$

## 2.4 Measurement

The measurement point for Service Availability is the Brandquad production data centre's internet connection points.

## 2.5 Service Credit and Service Level Remedies

As the Customer's sole and exclusive remedy in the event of a failure in any given calendar month by Brandquad to meet the KPI on Service Availability and upon receipt of a written demand, Brandquad shall provide a Service Credit in accordance with the following:

| Availability Percentage per month | Service Credit |
|---|---|
| Below 97.00% but over 96.0% | 5% of monthly fee |
| Below or equal to 96.0% but over 95.0% | 10% of monthly fee |
| Below or equal to 95.0% | 20% of monthly fee |

In the event Customer becomes entitled to Service Credits of 20% for more than two (2) consecutive months in a twelve (12) month period, then Customer may, at its option, terminate this Agreement for cause with no opportunity to cure.

## 2.6 Reporting

Customer may request a Service Availability report no more frequently than once per month via the Brandquad Service Desk.

## 2.7 Maintenance

Service Provider will provide its best effort to (i) notify any Planned Maintenance with at least five (5) days notice, (ii) perform Planned Maintenance outside business hours, and (iii) notify Customer as soon as reasonably possible about Unplanned Preventative Maintenance.

## 3 Section B - SUPPORT AND MAINTENANCE STANDARD TERMS

## 3.1 Support Coverage

## 3.1.1 Standard Support Coverage

Brandquad will support standard application and technical functions that are set out in the applicable Solution Description and/or Service Description for the Brandquad Product and/or Brandquad SaaS.
Two-level support is provided:

- First level support: Brandquad or its authorized representative shall provide support to Users, limited to advice and consultations on the use of the System and/or Services. Such support shall be delivered from 9am to 5pm each weekday (except weekends and national holidays) in English via support request form on the Site and/or via direct email to support@brandquad.io.
- Second level support: Any technical support, which requires access, modification or update of the System and/or access Users data processed by the System, shall be escalated to the support team and shall be provided under the terms of service level agreement, which shall be a part of the Master Service Agreement.

### 3.1.2 Additional Support

For all other application or technical functions and/or issues or errors caused by Customer's information systems and/or third party products or services, Brandquad may assist Customer and any third party suppliers in diagnosing and resolving issues or errors. However, Customer acknowledges that these matters are outside of Standard Support coverage. Brandquad reserves the right to charge at Brandquad's Prevailing Rates, when providing assistance in relation to these matters.

## 3.2 Named Support Contacts and Customer Service Owner

### 3.2.1 Required Named Support Contacts

The Customer will appoint at least two (2) Named Support Contacts. The Named Support Contacts must be trained on the Brandquad Product and/or Brandquad SaaS Service for which they initiate Cases and will provide a first point of contact and will attempt to resolve issues identified by Customer's Users, qualifying all issues prior to raising them with Brandquad Customer Support to be logged as a Case. The Named Support Contacts are the primary point of contact with Brandquad Customer Support.

In addition, some Brandquad Products and/or Brandquad SaaS Services may require at least two (2) Named Support Contacts for each major modular area, e.g. PIM, DAM, ECI. By way of clarification, the same person may perform the role of Named Support Contact for more than one modular area, provided: (i) that they have completed the necessary training to perform the role on each modular area; and (ii) there is always at least two people trained as Named Support Contacts allocated to each modular area.

### 3.2.2 Additional Technical Contacts

Further, in relation to the use of the Brandquad Global Cloud Service, Customer will appoint at least two (2) of the Named Support Contacts to also be technical contacts. These technical contacts shall provide the first point of contact and will attempt to resolve technical issues (or queries) identified by the Customer's Users.

Customer shall also appoint Customer Service Owner to be the key point of contact in relation to any time sensitive technical / service issues. It is Customer's responsibility to provide up to date contact details for the Customer Service Owner. Brandquad shall not be liable for any failure of the Products and/or Brandquad Global Cloud Service (as applicable) that results from a Customer's failure to appoint and provide the details of a Customer Service Owner.

### 3.2.3 Training Requirements for Named Support Contacts

Where, in Brandquad's reasonable opinion, a Named Support Contact requires additional training in order to satisfactorily perform their role in relation to the operation or support of the applicable Brandquad Product and/or Brandquad Global Cloud Service, a reasonable programme of additional education will be proposed by Brandquad to be undertaken at the expense of the Customer.

### 3.2.4 Self-Help Resources

Brandquad provides the Customer with access to on-line resources made available via Brandquad Service Desk, in each case in English.

## 3.3 Case Classification, Qualification, Response and Escalation

Logging Cases
Cases shall be logged in English (unless otherwise agreed). Customer's Named Support Contacts are able to submit Cases on a 24x7 basis via Brandquad Service Desk or email. In addition, the Case must be logged as either an Incident or a Service Request.
Cases will be classified and handled as follows:

### 3.3.1 Incidents

An Incident will get routed to the appropriate resolution groups and Brandquad Customer Support will manage progress of the Incident towards a Resolution (in the form Brandquad deems most appropriate). Incidents will be classified in accordance with the Priority Level Designation Table below:

| Priority Level Designation | Business Impact Assessment | Initial Response Time Objective | Application Error Correction Service Level Agreement |
|---|---|---|---|
| Priority 1 – Critical | The Customer's use of the Brandquad Product (in its production environment) is stopped or so severely impacted that their entire organization cannot reasonably continue to work. For example, Customer's organization experiences complete loss of service or the loss of operation is critical to their business and the situation becomes an emergency. | 2 Business Hour. | a workaround or solution will be provided to the Customer as soon as reasonably possible. In the event that an appropriate workaround or solution is not possible, then a correction will be delivered via a Hot Fix, Update or Release (as applicable) as soon as reasonably possible. |
| Priority 2 – Major | One or several important business processes are disabled by the issue, causing major disruption, but it is not a Priority 1 condition. | 4 Business Hours | Brandquad will use reasonable endeavours to provide an accepted workaround or solution and provide a correction in a Hot Fix or the next Update if feasible to do so; |
| Priority 3 – Normal | Business processes are affected by the issue, causing minor disruptions, or loss of functionality but it is not a Priority 2 condition. | 1 Working Day | Brandquad will use reasonable endeavours to provide an accepted workaround or solution and evaluate the suitability of providing a correction in the next Update or Release and to do so if appropriate and feasible; |
| Priority 4 – Minor | Business processes are basically unaffected by the issue, but it may cause minor application usability issues. | 2 Business Days | Brandquad will use reasonable endeavours to evaluate the suitability of providing a correction in the next Release and to do so if appropriate and feasible. |

### 3.3.2  Diagnosis of Incidents and Resolution (Process and Responsibilities)

Customer shall reasonably self-diagnose each Incident and recommend a Priority Level Designation based on the business impact assessment shown in the Priority Level Designation Table.

Brandquad shall confirm Customer's Priority Level Designation, or notify Customer of a change in the Priority Level Designation to a higher or lower level with justification.

If the Customer does not agree with Brandquad's classification, each Party shall promptly escalate such conflict through the Support Escalation Process, during which time the Parties shall continue to handle the Incident in accordance with the Priority Level Designation given by Brandquad.

Brandquad will work with the Customer during Business Hours to provide a Resolution.

Customer must be available during the investigation into any Incident. The Customer will need to be able to answer inquiries from Brandquad and to provide all relevant information. This may include providing detailed step-by-step problem description, screenshots as required to reproduce the Incident.

Customer may be asked to provide remote access for troubleshooting purposes.

In the event of an Incident, Brandquad will use its basic remote connection (i.e. screen sharing). Any other form of remote access will be outside of Standard Support.

If the relevant information or access is not made available within the agreed timescale, it may impact Brandquad's ability to diagnose the Incident and delay a Resolution. In this case, Brandquad reserves the right to re-schedule the diagnostic work, at its convenience, when suitable Customer resources become available. Customer is responsible for ensuring that it is permitted to share any relevant data or information with Brandquad.

The Customer will be able to review through the Brandquad Service Desk: (i) whether the Initial Response Time Objective has been met and (ii) progress of logged Incidents.

Customers are obliged to test the solutions or workarounds provided by Brandquad and, if accepted by the Customer (acting reasonably), Customer will close the Incident.

### 3.3.3 Application Error Correction Obligations

Where it has been established that the cause of an Incident is an error in the application software code, the following procedures will be used to provide corrections:

- Priority 1 – a workaround or solution will be provided to the Customer as soon as reasonably possible. In the event that an appropriate workaround or solution is not possible, then a correction will be delivered via a Hot Fix, Update or Release (as applicable) as soon as reasonably possible.
- In the case of other errors, Brandquad will use reasonable endeavours to achieve the following:
  - o Priority 2 – provide an accepted workaround or solution and provide a correction in next Update or as a Hot Fix if necessary to do so (in Brandquad's sole discretion);
  - o Priority 3 – provide an accepted workaround or post the defect on the Customer's Self Help page on the Brandquad Service Desk;
  - o Priority 4 – provide an accepted workaround, or, where this is an enhancement request, the case will be closed and the customer directed to the Brandquad Ideation Page on the Brandquad Service Desk.

### 3.3.4 General Disclaimer

Brandquad has no obligation to correct defects or errors relating to:

- failure of the Customer to utilise the appropriate versions of other third party software required to run in conjunction with the Brandquad Product and/or Brandquad Global SaaS as stated by Brandquad from time to time; or
- installation of, or Customisation to, the Brandquad Product by any person other than Brandquad; or
- user error or incorrect use of the Brandquad Product and/or Brandquad Global SaaS (as applicable); or
- failure by Customer to apply any workaround or solution provided or suggested by Brandquad; or
- any fault in any hardware or software manufactured by a third party used in conjunction with the Brandquad Product (that is not provided by Brandquad); or (unless otherwise agreed) Customer's use of an unsupported Release; or
- defects or errors caused by the use of the Brandquad Product on or with equipment not recommended or approved in writing by Brandquad.

## 3.4 Service Requests

Service Requests will have an initial response time of 2 Business Days after confirmation of receipt by Brandquad of the Service Request.

Customer will be able to choose Service Requests in the Service Desk using the Service Request Catalogue or submit a free-form Service Request via email, and (in each case) Customer must provide Brandquad with all the required information to allow Brandquad to process the Service Request.

For the avoidance of doubt, Brandquad is not under any obligation to deliver Service Requests.

## 3.5 Cases Requiring Database Changes

Where there is a need for, or Customer has requested, a data manipulation (expressed as a SQL script) in the then the following will apply.

As all Customer Data is owned by the Customer, who is also responsible for its accuracy and integrity, Brandquad requires specific approval by the Customer to perform the necessary changes. Customer must provide consent prior to Brandquad taking any corrective action or applying any changes in the Customer's database.

Brandquad will advise Customer of any steps that it needs to take and Customer must comply with such advice.

Customer acknowledges and agrees that Brandquad is not responsible or liable, directly or indirectly, for any damage or loss (whether to the Customer Data or otherwise) caused or alleged to be caused by or in connection with Brandquad providing or performing any agreed changes.

## 3.6 Escalation and Complaint Management

If there are any disagreements or issues relating specifically to Brandquad Customer Support, the Customer Service Owner may escalate the disagreement or issue through the following Support Escalation Process.

If Customer has a complaint in relation to Brandquad Customer Support, Customer Service Owner may raise a complaint with Brandquad representatives as per matrix below:

| Level | Title | Commitment to answer to escalation |
|-------|-------|-----------------------------------|
| 1st | CSM | 4 business hours |
| 2nd | Head of CSM | 1 working day |
| 3rd | General Manager | 3 working days |

The Brandquad representative will verify the complaint and manage the process with Brandquad's internal service functions and in communication with any applicable Brandquad suppliers or sub-contractors and the Customer.

## 3.7 Availability of Improvements and Old Technology

### 3.7.1 Old Technology

The Customer acknowledges that owing to changes and advances in technology, new Releases of the Brandquad Product may in the future not always be compatible with any of the Customer's Environments present at the date of first access to the applicable Brandquad Product or Brandquad SaaS Service.

Brandquad will endeavour to provide the Customer with as much advance notice as it reasonably can, should Brandquad be aware that new Releases of the Brandquad Product require changes to an Environment.

It is the Customer's responsibility to upgrade the Environments, as advised by Brandquad with reasonable notice, in order to meet the requirements of new Releases.

Brandquad reserves the right with not less than 12 months' notice to withdraw Brandquad Customer Support for new Releases of the Brandquad Product for certain database systems or operating systems used by the Customer which, in Brandquad's reasonable opinion, are no longer in wide commercial use.

### 3.7.2 Significant Product Revisions

Brandquad reserves the right to charge a reasonable fee for any Significant Revision.

In order for a revision to the Brandquad Product to be classified as a Significant Revision, Brandquad needs to be able to demonstrate that it is the result of substantial re-development.

Purchasing a Significant Revision is optional with the previous revision remaining under Standard Support.

## 3.8 Customisations

Customisations are not supported by Brandquad.

The customer has sole responsibility for the Customisations and their maintenance and Brandquad has no responsibility to maintain compatibility or fix any problems resulting from the use of non-standard software.

This includes any custom development or Customisation (including Brandquad delivered Customisation as part of a project implementation or bespoke code written by Brandquad).

If any assistance is required in regard to Customisations and/or bespoke work, Brandquad may be able to assist with resolving issues or with upgrades of the Customisation, but this will be subject to review and extra charge.

Customer will be required to purchase Other Services at Brandquad's then applicable prevailing rates.