

Service Level Agreement

This Service Level Agreement (“**SLA**”) applies to the Subscription Service provided by Supplier. For clarity, this SLA does not apply to (i) Beta Services; (ii) features and/or services provided free to Customer; (iii) Customer’s ATS or other services not provided by Supplier; and (iv) non-production environments. In the event of a conflict between the terms of the Agreement and the terms of this SLA, the terms of this SLA shall prevail. Any capitalized terms that are not defined in this SLA shall have the meaning set forth in the Agreement.

1. DEFINITIONS

- 1.1. **Availability** means 99.9% calculated on a monthly scale, in minutes, minus Downtime, in minutes.
- 1.2. **Customer Core Group** means Customer's employees who have been trained on the Subscription Service and who are familiar with Customer's business practices.
- 1.3. **Downtime** means the time (in minutes) that the Authorized Users are not able to log into the Subscription Service. Downtime does not include any unavailability of the Subscription Service due to Maintenance & Exclusion Events.
- 1.4. **Maintenance & Exclusion Events** means any interruption or outage:
 - a) that results from any maintenance performed by Supplier (i) for which Customer has been notified at least 24 hours in advance; or (ii) during Supplier’s then-current standard maintenance windows (collectively “**Scheduled Maintenance**”);
 - b) as a result of Customer’s request outside of Scheduled Maintenance;
 - c) due to (i) Customer Data or ATS; (ii) acts or omissions of Customer or Customer Affiliates, or Customer other supplier’s; (iii) failure of software, equipment or facilities provided by Customer (iv) Customer’s network unavailability, internet connectivity or bandwidth limitations; (v) issues arising from bugs or other problems in the software, firmware, or hardware of Supplier’s Sub-Processors; (vi) Customer breaching the Fair Use Policy; (vii) factors outside of Supplier’s reasonable control, including any Force Majeure events and availability of Beamery’s hosting providers.
- 1.5. **Partner Services** means any products or services provided by a third-party supplier partner and is excluded from the Uptime Percentage calculation and does not qualify for Service Credit(s).
- 1.6. **Quarters** means the Supplier’s business quarters, starting on 1 February, 1 May, 1 August, and 1 November.
- 1.7. **Service Credit** means the monetary amount that Supplier may credit to a Customer’s account in accordance with this SLA.
- 1.8. **Technical Issue** means a single, reproducible issue or problem materially or significantly affecting the functionality of the Subscription Service.
- 1.9. **Uptime Percentage** means the total number of minutes in a calendar month minus Downtime suffered in such calendar month, divided by the total number of minutes in such calendar month.
- 1.10. **User Administration Support** means issues that impact the usability of the Subscription Service and are addressable through the adjustment of User access privileges, processes, or procedures.

2. SERVICE LEVEL COMMITMENTS

- 2.1. Supplier shall use commercially reasonable efforts to ensure the Subscription Service shall be available 24 hours per day, 7 days per week (24x7).
- 2.2. Supplier’s Availability obligations does not extend to: (a) third-party hardware or software; (b) use of the Subscription Service other than in accordance with any user Documentation or the reasonable instructions of Supplier; (c) ongoing test or training instances of the Subscription Service provided to Customer; or
- 2.3. Subscription Availability and Scheduled Maintenance are available at status.beamery.co, or Customer can further subscribe to email notifications via status.beamery.co.

3. SERVICE CREDITS

- 3.1. On or around the end of Supplier’s Quarters, Supplier shall issue to Customer, by email (to the administrative Authorized User or as otherwise designated by the Customer), an uptime percentage report which shall provide details of the Availability within the applicable Quarter (“**Uptime Percentage Report**”).
- 3.2. If the Uptime Percentage during any given calendar month, as identified on the Uptime Percentage Report, falls below the Service Level Applicability (set out in the table below, corresponding to Customer’s Support Package) and Customer has complied with the requirements set out below, Customer shall have the right to request the applicable Service Credit.

Support Package	Service Level Credit Applicability
Standard Support	<95.0%
Premier Support	< 99.5%
Elite Support	<99.9%

- 3.3. The Service Credit will be equal to ten percent (10%) of the Customer’s fees paid for the Subscription Service (excluding any fees paid for Partner Services) that are attributable to the corresponding month (calculated on a straight line pro-rated basis with respect to any fees paid in advance). Supplier will apply each Service Credit against a future payment from Customer in respect of the Subscription Service. The Service Credit is Customer’s sole and exclusive remedy for any failure by Supplier to meet any Availability commitments.

3.4. SERVICE CREDITS ELIGIBILITY

a) To be eligible for SLA Credits Customer must:

- i. i. submit a ticket stating the details (including the dates, times and a description) of the applicable Downtime event within fifteen (15) days of the Downtime event; and
- ii. ii. submit a further ticket for SLA Credit within fifteen (15) days of the date of the Uptime Percentage Report. Customer’s ticket must include: (i) “SLA Claim” as the subject; and (ii) the dates and times of the Downtime (or reference to the original Downtime ticket).

b) The Customer is not eligible to receive any SLA Credit for any period(s) if: (i) the Customer does not follow the eligibility instructions above; (ii) payments owed to Supplier are overdue and outstanding; (iii) the Customer does not renew their contract; or (iv) Customer is in breach of the Agreement.

4. SUPPORT SERVICES

4.1. Supplier will provide support services to assist Customer in resolving ticketed Technical Issues (“**Support Services**”). Support Services do not include (a) physical installation or removal of the API, the Supplier Software and any Documentation; (b) visits to Customer’s site; (c) any professional services associated with the Subscription Service, including, without limitation, any custom development, data modeling, training and knowledge transfer; or (d) the set-up, configuration and use of the Subscription Service.

4.2. The Customer will ensure that the Authorized Users first address all Technical Issues through the Customer Core Group. The Customer Core Group will:

- a) Validate and provide detailed steps to reproduce the issue reported to Beamery Support;
- b) Resolve procedural Technical Issues;
- c) Provide first-level User Administration Support;
- d) Report all unresolved Technical Issues via a Support ticket; and
- e) Provide additional information for testing and analysis purposes to assist with Issue resolution.

4.3. SUPPORT TICKETS

a) Customer shall raise a ticket for Support either:

i.via Supplier’s portal; or

ii.by email to Support@beamery.com.

b) Each ticket shall have a unique case number assigned to it which shall be referenced by both parties in all correspondence regarding that support ticket.

c) Supplier shall respond to such support requests via the below methods during the Support Period on business days excluding bank, state, public and/or national holidays in the United Kingdom or the United States (as applicable).

Method	Support Period		
	Standard Package	Premier Package	Elite Package
Beamery portal/ Email	9am - 5pm UK Time 9am - 5pm PST	24 Hours Monday - Friday	24 Hours Monday - Sunday
In-App Chat			
Phone	-		

4.4. RESPONSE TIMES

During the Support Period, Supplier shall use commercially reasonable efforts to respond to support requests within the Target Initial Response Times as set out below.

Priority Code	Target Initial Response Time		
	Standard Package	Premier Package	Elite Package
Level 1	3 Hour	1 Hour	1 Hour
Level 2	6 Hour	2 Hours	2 Hours
Level 3	12 Hour	8 Hours	8 Hours
Level 4	3 Days	24 Hours	24 Hours

4.5. CASE PRIORITISATION

Any tickets submitted will be classified as a Technical Issue or a non-technical issue and assigned a Priority Code as set out below:

Level 1 - Urgent - An emergency condition that renders the use or continued use of any one or more functions of the Subscription Service impossible or significantly impaired. The condition requires an immediate solution that is not already available to the Customer.

Level 2 - High - A Technical Issue that materially impairs substantial features of any Subscription Service for a high number of users and no reasonable workaround is available.

Level 3 - Normal - A Technical Issue that impairs a feature of any Subscription Service for a single or few users and a reasonable workaround is available.

Level 4 - Low - A Technical issue that involves an inquiry regarding a routine technical issue; information requested on application capabilities, navigation, installation or configuration; or a bug affecting a small number of Users.

5. ESCALATION PROCESS

- 5.1. Escalation consists of notifying and ensuring the involvement of each of the following management levels in problem determination and resolution in an escalating manner as follows:
- a) Customer may contact the customer success manager assigned to them.
 - b) Customer may then request escalation to the VP of Customer Success.