

# 1. Background

Sales Layer Ltd, (Sales Layer) shall, during the Subscription Term, keep the Customer's Data stored in the Product Information Manager ("PIM") which shall be available up to 99.9% of the quantified time in line with the SaaS Terms and Order Form agreed between the parties from time to time.

This Service-Level Agreement ("SLA") ensures the quality of the services provided by Sales Layer to its Customers, in line with the SaaS Terms.

That service level is divided into 2 areas:

- General service level: This service level relates to the availability of the Customer's Data stored in the PIM.
- Product-specific service level, i.e., in relation to the PIM interface.

The General Service Level is granted to all of Sales Layer's Customers.

Any Product-Specific Service Level is applied to each product purchased by the Customer under an Order Form. This SLA specifies the Product-Specific Service Levels available in Appendix A.

Unless otherwise agreed in writing by the parties, the SLA shall come into force upon the execution of the first Order Form and the entry by the parties into the SaaS Terms and it shall apply to all current and future contract relationships between Sales Layer and the Customer.

If there is any conflict or inconsistency, the following order of priority shall apply such that a term contained in a higher document on the list shall take precedence over a term contained in a lower document on the list:

- the Order Form.
- the Software Services Specification;
- the SLA; and
- the SaaS Terms.

## 2. Definitions and calculations

- Availability [%]: Total time minus time of inactivity divided by total time (Refer to Appendix A).
- Breakdown: The service still operates, but its total functionality is limited.
- Critical Breakdown: Incident due to a malfunction of the platform that meets any of the following assumptions:
  - Incident that results in Customer Data being overwritten within the platform or that requires a backup restore in order to resolve the incident.
  - Incident where erroneous data has reached the Customer's production or test environments.
  - Incident where users of the application are unable to upload or edit any data for more than 3 hours.
- Customer Data: as defined in the SaaS Terms.
- General query: There are no breakdowns and the Customer requests information.
- Repair time: Time from the receipt of a fault report by Sales Layer issued by the Customer through the correct communication channel until the repair of the breakdown when the service is available again.
- Response time: The period of time during which the Customer receives a report from Sales Layer in response to the Customer's request/report, provided the report is through the correct communication channel.
- SaaS Terms: the terms and conditions that apply to the provision of the services as notified by Sales Layer to the Customer from time to time.
- Subscription Fees: As defined in the SaaS Terms.
- Subscription Term: as defined in the SaaS Terms.
- Software Services Specification: as defined in the SaaS Terms.

## 3. General service level

### 3.1 Guaranteed Availability of Data Centers

The availability of Sales Layer's data centers is determined by its supplier, Amazon Web Services, which ensures an availability of the data centers of 99.9% as monthly average.

## 4. Product-specific service level

### 4.1 Communication channels

The Customer shall report to Sales Layer an incident by contacting Sales Layer through the chat integrated in the control panel of Sales Layer's PIM or by emailing [support@saleslayer.com](mailto:support@saleslayer.com).

### 4.2 Support schedule

The support schedule is the period during which the Customer may contact Sales Layer's technical service team to resolve incidents through the above mentioned communication channels as further specified in Appendix A.

### 4.3 Response time

The response time will start when Sales Layer receives the Customer's incident report through the communication channel specified in clause 4.2. The Order Form shall specify the specific communication channel that applies for a Product-Specific Service Level.

In the event that the incident is not received by Sales Layer through the correct communication channel, the Customer acknowledges that this may cause a delayed response from Sales Layer. Response times (which can be found in Appendix A) are only guaranteed if the incident report is sent to Sales Layer through the correct communication channel.

### 4.4 Total repair time

For breakdowns and urgent breakdowns related to one or several services, a response period is guaranteed, in addition to the repair time depending on the breakdown and the product.

The response time guaranteed of the different products that may be found in Appendix A.

In order to meet response and repair times for Critical Breakdowns, such breakdowns should be promptly notified to Sales Layer through the appropriate communication channel and a detailed description of the incident should be provided.

For reasons beyond Sales Layer control, in some cases, the total repair time may be delayed. In these cases, even if they are minimal, we will notify the Customer and advise of the estimated resolution time to resolve the incident. These instances shall not constitute Sales Layer's non-compliance with these terms and shall not give rise to service credits.

## 4.5 Service Availability

As long as the software components purchased by the Customer are served as a base for the application are working, the service is considered available.

The service availability guaranteed for the different products is specified in Appendix A.

## 5. Maintenance tasks

Sales Layer shall, in accordance with clause 7.2 of the SaaS Terms, carry out maintenance works. As a general rule, system maintenance requiring a temporary service interruption shall be carried out on weekends to minimize the disruption to the Customer's business. In exceptional cases, system maintenance with service interruption may be carried out at any other time.

Any downtime due to maintenance services shall not compute towards the 99.9 guaranteed availability of the service.

## 6. Service level non-compliance

If the service levels are not met, Sales Layer shall add credits to the Customer's account provided the Customer has given Sales Layer a written and valid claim for service credits in accordance with clause 7.6 of the SaaS Terms.

The following table shows the service credits payable to the Customer's account due to Sales Layer's non-compliance of the service levels.

Service availability	Compensation
98% to 99,8%	10 %
95% to 97,9%	25 %
90% to 94,9%	50 %
89,9% or less	100 %

The maximum service credits payable per month amounts to 100% of the monthly Subscription Fees payable by the Customer to Sales Layer for the services.

In order for the Customer to be eligible to receive service credits, the Customer shall notify Sales Layer within 10 days from the date it is eligible to receive the service credit by sending an e-mail to the address [incidencias@saleslayer.com](mailto:incidencias@saleslayer.com) and providing the following information:

- Product affected.
- Date and time of the lack of service.
- Any requested documentation by Sales Layer to assess the incident.

## 7. Disclaimer

Sales Layer shall not be liable for:

- Any periods of inactivity for which the Customer has a breakdown caused by inbound and outbound hacker attacks due to the incorrect or inadequate maintenance of the hardware and/or software owned by the Customer.
- Any periods of inactivity wrongfully reported to the Customer should be due to errors with the internal or external monitoring services.
- Any periods of inactivity which are directly related to Sales Layer or its subcontractors carrying out any maintenance tasks of the services.
- The violation of intellectual or industrial property rights, or of any other rights or legitimate interests arising from the use of the product hired by the Customer..

The Customer will be solely responsible for the Customer Data.

# APPENDIX A

## Product-specific service level

### Starter Accounts

Queries and breakdowns:

	General query	Breakdown	Critical Breakdown
Support schedule (CET time zone)	Monday to Friday 9:00 AM – 1:00 PM 4:00 PM – 7:00 PM	Monday to Friday 9:00 AM – 1:00 PM 4:00 PM – 7:00 PM	Monday to Friday 9:00 AM – 1:00 PM 4:00 PM – 7:00 PM
Maximum response time (by any of the means specified above)	48 hours	12 hours	8 hours

### Premium Accounts

Queries and breakdowns:

	General query	Breakdown	Critical Breakdown
Support schedule (CET time zone)	Monday to Friday 9:00 AM – 1:00 PM 4:00 PM – 7:00 PM	Monday to Friday 9:00 AM – 1:00 PM 4:00 PM – 7:00 PM	Monday to Friday 9:00 AM – 1:00 PM 4:00 PM – 7:00 PM
Maximum response time (by any of the means specified above)	12 hours	12 hours	2 hours

## Enterprise Accounts

Queries and breakdowns:

	General query	Breakdown	Critical Breakdown
Support schedule (CET time zone)	Monday to Friday 9:00 AM – 1:00 PM 4:00 PM – 7:00 PM	Monday to Friday 9:00 AM – 1:00 PM 4:00 PM – 7:00 PM	24 hours
Maximum response time (by any of the means specified above)	2 hours	2 hours	1 hours