



# Service level Agreement (SLA) of Sales Layer Tech S.L.

## 1. Preamble

Sales Layer Tech, S.L., hereafter referred to as Sales Layer, undertakes to maintain the client's content stored in the PIM (Product Information Manager) available to third parties for 99.9% of the quantified time, and the objective of Sales Layer's service will be to achieve 100% access availability.

Sales Layer cannot guarantee 100% service availability due to Internet problems, technical problems, or problems arising from the misuse by another CLIENT. Therefore, Sales Layer shall not be liable for the data loss, business interruption, or economic losses that the non-availability may cause the CLIENT.

This Service-Level Agreement ensures the quality of the services agreed upon between Sales Layer and its CLIENTS, ensuring the service level defined below:

That service level is divided into 2 areas:

- General service level: Level related to the availability of data stored in the PIM.
- Product-specific service level, i.e., to the PIM interface.

The overall service level is applied without exception to all Sales Layer's CLIENTS.

All the specific service levels per product are applied to each product selected by the CLIENT. This Service Level Agreement shall define the possible product-specific service levels. The values associated that Sales Layer ensures to its CLIENTS may be found in Appendix A of this Service Level Agreement.

Unless otherwise agreed upon, the version of this Agreement shall come into effect at the time of entering the contract and it shall apply to all the current and future contract relationships between Sales Layer and the CLIENT.

If the individual provisions within this Service Level Agreement are contradictory in one or more points, the most favorable provisions for the CLIENT shall apply. Apart from the Service Level Agreement, the agreement of the terms and conditions of use of Sales Layer shall also apply.

## 2. Definitions and calculations

- General query: There are no breakdowns and the CLIENT is requesting information.
- Breakdown: The service at issue is still attainable, but it is limited.
- Urgent breakdown: The service hired cannot be attained.



- Response time: Period of time in which the CLIENT receives a qualified statement from an employee of Sales Layer in response to his/her request/report, as long as the report arrives through the correct way of communication.
- Availability [%]: Total time minus time of inactivity divided by total time (Refer to Appendix A).
- Repair time: Time from the receipt of a fault report for a service selected from the CLIENT in the correct communication channel until the repair of the breakdown so that the hardware or service is available again.

### **3. General service level**

#### **3.1 Availability guarantee 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 overall point of contact for all Sales Layer's CLIENTS is the customer service. The CLIENT may make their queries through the chat integrated in the control panel of Sales Layer or through the e-mail support@saleslayer.com.

#### **4.2 Support schedule**

The support schedule is the period during which the CLIENT may contact the technical service team in charge of the product at issue through the associated communication channel.

The support hours and the maximum guaranteed time for the different products may be found in Appendix A of this Service Level Agreement.

#### **4.3 Response time**

The response time generally starts with the receipt of the CLIENT's report in the specific communication channel of Sales Layer. The CLIENT shall be informed of the communications channels in the contracting terms of his/her product. In case these terms change, Sales Layer shall inform the CLIENT of such change in due course.

In case the report does not arrive to Sales Layer through the correct channel, this may cause response delays. Response times (which may be found in Appendix A) are only guaranteed if the report arrived to Sales Layer through the communication channel specified.



#### **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 in urgent breakdowns, such breakdowns should be communicated with the corresponding mail/ticket with a detailed description of the problem.

For reasons beyond Sales Layer, in some cases, total repair time may delay beyond the provisions due to physical issues. In these cases, even if they are minimal, the physical reasons of the delay and the estimated resolution time will be communicated to the CLIENT. These exceptions shall not be subject of non-compliance with this Agreement.

#### **4.5 Service Availability**

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

The service availability guaranteed for the different products that may be found in Appendix A.

### **5. Maintenance tasks**

Maintenance intervals shall be required for regular scheduled and unscheduled maintenance works in the systems of Sales Layer and its suppliers, required to ensure the ongoing operation and to carry out updates or improvements. Every limitation to the availability through this type of necessary works shall not be computed in the Service Availability.

As a general rule, system maintenance requiring a temporary service interruption shall be carried out on the weekends during the time that involves less impact for Sales Layer's CLIENTS. In exceptional cases, system maintenance with service interruption may be carried out at any other time.

Sales Layer shall inform the CLIENT of the system maintenance scheduled as soon as possible, indicating the estimated time of the service outage and the time when it will occur.

Sales Layer shall indicate the estimated time of the service outage and the approximate time when such outage will occur. This time will be considered beyond the guarantee of the service availability, i.e., it will not affect 99.9 of the availability ensured.

The system maintenance and update tasks that do not require service interruption may be carried out at any time, as they do not affect the availability and use of the system by Sales Layer's CLIENTS.



## 6. Service level non-compliance

If the service levels ensured could not be respected, Sales Layer shall compute credit to the CLIENT in his/her account as long as he/she as notified Sales Layer in writing within the established time period.

The following table shows the compensation on account credit that may be delivered to each client due to the non-compliance of the different availability levels.

Service availability	Compensation
98% a 99,8%	10 %
95% a 97,9%	25 %
90% a 94,9%	50 %
89,9% o menos	100 %

The maximum account credit per month amounts to 100% of the monthly rent of the service in question.

The ongoing claims against Sales Layer are only possible in the context of the liability by virtue of the General Terms and Conditions of Sales Layer.

In order for the CLIENT to be able to obtain the above-mentioned compensation, he/she should report within 10 working days after he/she suffered such lack of service, by sending an e-mail to the address [incidencias@saleslayer.com](mailto:incidencias@saleslayer.com) which should indicate the following data:

- Product affected
- Date and time of the lack of service
- The documentation that is required by Sales Layer to evaluate the incidence

## 7. Liability and limitation disclaimer

Sales Layer shall not be liable for:

1. The periods of inactivity for which the CLIENT has a breakdown caused by inbound and outbound hacker attacks due to the incorrect or inadequate maintenance of the hardware and software owned by the CLIENT.
2. The periods of inactivity wrongfully reported to the CLIENT should be due to errors with the internal or external monitoring services.



3. The periods of inactivity as a consequence of the maintenance of Sales Layer or of its suppliers.
4. 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 CLIENT.

The CLIENT will be solely responsible for the content stored in Sales Layer.

## **APPENDIX A**

### **Product-specific service level**

#### **Starter Accounts**

Guaranteed availability of the interface of the PIM 95%

Queries and breakdowns:

	<b>General query</b>	<b>Breakdown</b>	<b>Urgent breakdown</b>
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
Maximum repair time	N/A	72 hours	24 hours

#### **Premium Accounts**

Guaranteed availability of the interface of the PIM 97%

Queries and breakdowns:



	<b>General query</b>	<b>Breakdown</b>	<b>Urgent breakdown</b>
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
Maximum repair time	N/A	48 hours	12 hours

## Enterprise Accounts

Guaranteed availability of the interface of the PIM 99.9%

Queries and breakdowns:

	<b>General query</b>	<b>Breakdown</b>	<b>Urgent breakdown</b>
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
Maximum repair time	N/A	12 hours	8 hours

