# SELLIGENT MARKETING CLOUD STANDARD SUPPORT & SERVICE LEVEL AGREEMENT

(28-02-2020)

# SELLIGENT STANDARD SUPPORT & SERVICE LEVEL AGREEMENT

*(Online as of February 28, 2020)*

## Introduction

This document describes the standard support and service levels that apply to Selligent's Subscription and Support Services, unless Specific Terms for a Subscription Service provides otherwise.

Section 1 describes the service levels of the Subscription Services.

Section 2 describes the service levels, availability and channels of Selligent's Support Team.

Section 3 describes the conditions for security audits and/or vulnerability assessments.

## Definitions

- **Office Hours** are defined as 09.00-17.00h CET, excluding weekends and official local holidays.
- **Platform Response Time** is defined as the time between sending an http(s) request to the Platform front-end server and the reception of the first byte of the response. As a reference a representative webpage is measured that uses the same component as other production pages and is created during installation setup by Selligent.
- **Central Monitoring System** is the equipment used by Selligent to measure and calculate the different Key Performance Indicators ("KPI's") describing the overall quality of service. To guarantee objective statistics, Selligent's Central Monitoring System operates with a redundant backup:
  - ✓ The Central Monitoring System scans the individual instances on availability and response time. The scans are initiated from Selligent's Central Monitoring System and as such are independent of the operational environment.
  - ✓ The Central Monitoring System will alert Selligent Support Team in case of any observed failure.
- **Scheduled Maintenance** refers to planned interventions on the Platform and its Servers. **Note**: Scheduled Maintenance may not necessarily result in any Platform downtime.
- **RPO** (Recovery Point Objective) describes the acceptable amount of data loss measured in time after a critical failure.
- **RTO** (Recovery Time Objective) is the duration of time and a service level within which a business process must be restored after a disruption.
- **Response Time** is the time between the time of activation by the Client of a support ticket, following the procedure described below and the first response by Selligent's Support Team. Response Time is calculated on a per ticket basis.

## Client undertakings

Client is aware that:

- The SLA applies solely to Selligent's Service(s) to which the Client has an active Subscription. Selligent is not responsible for the configuration or correction of third-party software or service, or for equipment or communications. Selligent will not be obliged to provide Support Services if required as a result of (a) modification of the concerned Service by the Client or a third party other than Selligent without Selligent's prior consent or (b) a breach of the Agreement.
- Selligent will endeavor to ensure the availability of the Subscription Services as described

below and to provide a solution to or a way round the problem, within the time set out in this [2]Agreement.

- Selligent reserves the right to choose, assign or reassign its personnel to the Client for the purposes of support and to partly or fully subcontract the services to qualified personnel. The persons providing services on behalf of Selligent will remain free to provide similar services to those covered by this Agreement to third parties.

**Exclusions**

The SLA only applies to production platforms; there is no SLA on Pre-Production platforms. There is no SLA on resolution time with respect to OEM products or modules governed by Specific Terms.

The SLA is not applicable when service levels are not met due to:

- factors outside Selligent's reasonable control, Force Majeure;
- Malfunctions attributable to an inappropriate connection to the Services;
- inappropriate use of the Services (i.e. not in line with the Documentation and/or the terms and conditions of this Agreement);
- a Denial of Service attack;
- Client's actions in an explicit intent to create downtime (during audit in accordance with Section 3 below);
- any other factor listed in this Agreement.

**Escalation procedure**

Any matter that cannot be resolved by Selligent's standard support procedures will be escalated by e-mail to Selligent Support Manager.

## Section 1: Subscription Services

### Service Levels

This section describes key indicators that are used to measure the quality of the Subscription Services. Indicators are calculated per instance.

The Central Monitoring System will request a representative webpage to be (configured at initial configuration) periodically 24h - 7d/7d - 365d/365d and store the results to calculate the indicators described below, i.e. (i) Platform Availability and (ii) Average Platform Response Time:

- **Platform Availability** is the percentage of time the Platform is available calculated per calendar month, excluding time used for Maintenance.

$$Platform\ Availability\ \% = \frac{T_{All} - T_{maintenance} - T_{Down}}{T_{All} - T_{maintenance}} * 100$$

To verify that the service is up and the application is running correctly, the Central Monitoring System will test the retrieval of a scripted page. The test fails if the page contains errors (HTTP status different from 200) and/or if the Platform Response Time is above 2.000ms. In cases where two or more consecutive tests fail, service downtime will be registered as the number of minutes between the first recorded downtime and the first recorded uptime. The Platform Availability is measured every 60 seconds by the Central Monitoring System.

The Platform Availability Objective is as follows: 99.5% or a maximum cumulated downtime of 220 minutes per month, excluding Maintenance.

The following credit note % applies in case the Platform Availability Objective is not reached for a given calendar month:

| Platform Availability | Credit note percentage on the monthly subscription fees due for the Subscription Services for the given calendar month |
|---|---|
| <99.4% | 10% |
| <99.2% | 20% |
| <99.0% | 30% |

All claims must be submitted by email to claim@selligent.com at the latest 14 calendar days after the end of the month during which the Platform Availability falls below the Platform Availability Objective.

Selligent will acknowledge receipt of claims within 2 business days. Selligent will inform Client at the latest 10 business days after the receipt of the claim whether the appropriate credit note will be issued or the claim is rejected specifying the basis for such rejection.

The credit note will be subtracted from the invoice relating to the next billing period of the Subscription Services.

- **Average Platform Response Time** is the monthly average Platform Response Time, excluding Platform downtime, expressed in milliseconds, as calculated by the Central Monitoring System every 60 seconds.

The Average Platform Response Time Objective is **500ms**.

**Maintenance & Upgrades**

**Scheduled Maintenance** is required to ensure platform availability and performance:

- **Small Maintenance:** Small Maintenance interventions are organized to perform tasks that have a very limited impact on the Subscription Services. The maximum cumulated downtime is 15’ per maintenance window. The interventions are executed between 12:01am and 7:59am CET and occur no more than twice a month. If opportune, a short notification will be sent at least 24 hours in advance, for information purposes. Typical examples are windows maintenance updates or nightly system restarts.
- **Heavy Maintenance:** Selligent reserves Heavy Maintenance windows to execute structural upgrades on Platform components. The maximum cumulated downtime is between 15’ and 4 hours per maintenance window. The timing, duration and potential impact on operations are communicated with reasonable advance notice, at least one week prior to the intervention. Heavy Maintenance windows are scheduled between 12:01am and 7:59am CET unless the nature of the intervention requests otherwise.

**Urgent Maintenance** - On rare occasions, Selligent might be forced to initiate an intervention without prior notice. In such a situation, Client will be informed on the status and expected duration of the operation as soon as possible. These interventions are exceptional and should not occur more than 4 times a year.

**Upgrades** - Upgrades are periodic updates to the various components of the Subscription Services, including, but not limited to regular features updates, minor bug fixes, patches, and/or major updates. Upgrades will occur periodically, as needed, throughout the Term on a component by component basis. Upgrades are expected to have a very limited, if any, impact on the Subscription Services, and any downtime experienced as a result of an Upgrade is specifically excluded from the Platform Availability Objective calculation. Major updates will be announced from the Platform login page.

**Backup**

Backups are moved to another data center (offsite backup) to protect against a catastrophic failure in the primary data center.

The overall backup includes the database backup and the backup of app/web server files. Different schedules apply as the database changes more frequently than the files on disk.

- **Database backup:** The full database backup is created every five days; transactional log backups run every 15 minutes. The retention is setup to allow for data recovery up to the past 14 days. Backups are moved to the offsite backup repository.

  RPO: 30 minutes;
  RTO: depends on database size, between 3 and 5 hours.
- **Server Backup:** Servers are backed up daily, retention is 14 days. The backups are immediately transferred to the offsite backup repository.

  RPO: max. 24 hours;
  RTO: 5 hours.

## Section 2: Selligent Support

### Support Requests

All "Support Requests" for the Support Team should be created using the "create ticket" function on the support portal (https://support.selligent.com). Client will receive credentials to log on to the client support portal throughout the duration of the Subscription Term.

The default language used on the support system is English, but the Support Team will answer tickets in the incoming language where possible.

The support system can be used to report two types of Support Requests:

- **Defect Report:** reports a defect of existing functionality of the Services, decreased performance, deliverability issues or availability issues.
- **Change Request:** requests a change in the Services configuration.

The online help and the eLearning platforms are available in case of functional questions. However, information and assistance request, questions on how to use the Services, best practices, general information can be addressed to Selligent as provided for in the Sales Order.

The system supports four levels of priority. The priority level is initially assigned by the Client but can be re-evaluated by Selligent based on the content or the urgency of a request. The delivery of a temporary solution might decrease the priority level of a ticket.

- **Business Critical:** A situation is causing significant damage or will do so in the very near future.

  The request needs utmost priority (product is inoperable, not functioning, data inconsistency).
- **High:** A situation is important and needs to be handled with priority (business outage or significant impact threatening future productivity. Very difficult to work around, system somewhat usable).
- **Normal:** Basic Support Request, handled with normal priority (production proceeding but impaired. Workarounds available).
- **Low:** Support Requests that are not time critical and can be handled with a lower priority (no production impact, request for product or feature enhancement).

The table below gives an overview of the type of Support Requests and the accepted priorities:

| | Business Critical | High | Normal | Low |
|---|---|---|---|---|
| Defect Report | Y | Y | Y | Y |
| Change Request | N | Y | Y | Y |

**Note**: Business Critical and High priorities are only available for Support Requests related to production platforms.

### Support Channels / Availability / Activation

The **support portal** is available 24/7/365, including week-ends and holidays. During Office Hours, the Support Team is in the office and Support Requests are monitored as they come in.

The support hotline can be reached at (+32 11 82 20 45) and is available 24/7/365, including all weekends and holidays.

- Outside Office Hours, for Business Critical and High priority tickets, Client may utilize the support hotline to activate the Response Time for such tickets.

Response Time for all Normal and Low priority tickets introduced outside of Office Hours, and for any Business Critical and High priority tickets that are not activated using the hotline, shall begin on the next business day.

### Service levels

The table below gives the Response Time for the different ticket priorities.

| | Response Time |
|---|---|
| Business Critical | 1 hour |
| High | 2 hours |
| Normal | 1 day |
| Low | 3 days |

When submitting a Support Request, Selligent Support Team will use commercially reasonable efforts to provide the first response within timeframe mentioned hereabove. Selligent will use commercially reasonable efforts to diagnose the problem and provide a remedy that could take the form of eliminating the defect, providing updates, or demonstrating how to avoid the effects of the defect with the Client using a commercially reasonable level of effort. Despite Selligent's exercise of commercially reasonable efforts, not all problems may be solvable. If the Support Request cannot be solved within a commercially reasonable timeframe, Selligent Support Team will initiate internal escalations for Business Critical and High priorities Support Requests and will prioritize the repair of product defects encountered. The Client will be kept informed of the evolution via the support portal. Client's designated technical resource must be available to collaborate with Selligent Support Team during the resolution process.

**Section 3: Security audits & vulnerability assessments**

Selligent runs regular security and vulnerability audits but the Client has the right to audit the technical and organizational measures put in place by Selligent to protect Client's personal data, whereby the house rules of Selligent and its subcontractors, the confidentiality of other Selligent Clients and any additional legal requirements will be respected.

Any type of security / performance scanning on the shared infrastructure is prohibited without written approval from the Selligent Information Security Officer. Client may request this through their CSM. Shared components (firewalls, file servers, …) cannot be polled using external monitoring tools.

A vulnerability assessment or security audit can be allowed if:

- methods are limited to non-destructive only;
- tests are only performed within the agreed time window;
- tests are executed on the agreed scope (IP's, machines, domains, …);
- test results are shared with Selligent security staff after the assessment;
- test results are treated as confidential and are never disclosed towards third parties;
- tests are immediately interrupted on Selligent's request.
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Vulnerability assessments and security audits may not include any of the following:

- execution of a denial of service ("DOS") and/or distributed denial of service ("DDOS") attack or

  simulation thereof;
- introduction of any viruses, worms, or malware;
- use of social engineering attacks;
- performance of port or protocol requests flooding;
- performance of automated testing of services that generates significant amounts of traffic; or
- execution any testing outside the scope approved by Selligent.

The assistance that Selligent gives in order to facilitate the afore-mentioned audits or to analyse the results will be invoiced at the agreed upon rates for Support Services (see Sales Order).