

Blendr.io Support Policy

This Support Policy ("Policy") describes the current practices of Blendr with regard to its provision of Support Services as defined below to customers with a subscription to the Blendr.io Platform ("Customer").

1. Definitions. Capitalized terms used in this Policy and not defined herein shall have the meanings ascribed to such terms in the Agreement. As used in this Policy, the following terms shall have the following meanings:

"Agreement" means the Blendr.io SaaS Services Agreement, Blendr Terms and Conditions or other written agreement for the Blendr.io Services between Blendr or an affiliate of Blendr and Customer, which includes the provision of Support Services.

"Blendr.io Services" means the online Blendr.io Platform services provided by Blendr

"Current Version" means the version of the Blendr.io Services made available to the Customer.

"Days of Coverage" means Monday through Friday (excluding Belgian bank holidays) .

"Documentation" means the then-current written user documentation published and made generally available by Blendr for the Blendr.io Services in the form of manuals in printed or electronic form, as may be modified by Blendr from time to time and currently located at <https://help.blendr.io/docs>.

"Error" means any verifiable and reproducible failure of the Blendr.io Services materially conform to the Documentation.

"Hours of Coverage" means from 9:00 AM to 6:00 PM CET during the Days of Coverage.

"Priority Level" means the level assigned to a reported Error based on the description of the Error as set forth in Section 3 of this Policy.

"Response Time" means the target response time associated with a Priority Level as set forth in Section 4 of this Policy.

"Supplemental Services" are any work performed pursuant to section of this Policy which is out of scope of Support Services and for which additional fees apply.

"Support Services" means the technical end user support for the Services as described in this Policy. Support Services do not include services performed onsite at any Customer facility, consulting or education services, Supplemental Services or any services not expressly stated in this Policy.

"Working Day" means Day of Coverage.

"Working Hour" means Hour of Coverage.

2. Updates. During the term of the Agreement and subject to the timely payment of the Fees by Customer, Blendr may, in its sole discretion, provide new releases or new versions of the Blendr.io Services ("**Updates**"). For the avoidance of doubt, Blendr is not obligated to provide any Updates to the Blendr.io Services. Any Update to Blendr.io Services automatically replaces the previous version of the Blendr.io Services, and Customer acknowledges that it will only have access to the Current Version of the Blendr.io Services. Updates do not include new or separate products or features that Blendr offers only for an additional fee to its customers generally.

3. Support Services

3.1 Provided that Customer has timely paid the Fees due for the Blendr.io Services, Blendr shall provide the Support Services described in this Section 3 to Customer. Such Support Services shall be available to the Customer during the Hours of Coverage, and shall only be provided with respect to the Current Version of the Blendr.io Services.

3.2 Provided that Customer provides Blendr with the required access and assistance in a timely fashion in accordance with its obligations set out herein, Blendr shall use commercially reasonable efforts to respond to Errors reported to Blendr by Customer hereunder in accordance with the applicable Priority Levels and Response Times set forth in Table 3 below. If Blendr determines that an Error is present, Blendr will use commercially reasonable efforts to correct the Error and/or provide a workaround, including, without limitation, by providing Customer with an Update. Blendr will communicate with Customer at least with the frequency targets set forth in the table below until the Error is resolved (in accordance with Section 4 below) or a work-around is provided.

Table 3: Priority Levels, Target Response Times and Communication Frequency

Priority Level	Target Response Time (in Working Hours)*	Communication Frequency (in Working Hours or Working Days)
1 - Urgent	4 hours	Hourly
2 – High	8 hours	Daily
3 - Medium	2 days	Daily
4 – Low	5 days	As determined by Blendr

*Actual Response Times are dependent on the level of access and assistance provided by the Customer and shall be calculated from the moment Blendr is provided with the necessary diagnostic information

3.3 Definition of Priority Levels:

Level	Description
1 - Urgent	Total Service application system unavailable
	Major Service business function unavailable causing critical impact to business operations
	Critical performance degradation to all users
2 – High	Significant parts of Service unavailable
	Some Service functions unavailable causing significant impact to some business operations
	Significant performance degradation to all users
3 - Medium	Non-critical part of Service unavailable
	Some Service functions unavailable causing insignificant impact to business operations
	Work-around is available
4 – Low	Minor problem
	Work-around is available
	Insignificant performance degradation

3.4 Error Resolutions. An Error is considered to be resolved upon the earlier to occur of the following: (i) Blendr and Customer mutually agree in writing that the issue or problem is resolved; (ii) Blendr has provided Customer with an Update; (iii) a technical work-around solution is provided and is reasonable in Blendr’s discretion; (iv) Customer requests that Blendr close the support case; (v) resolution is incorporated into future Update; or (iv) the support case has been left open by the Customer for ten (10) consecutive business days, during which period Blendr has not received a response from any of Customer’s Support Contacts.

3.5 Exclusions. Notwithstanding anything in this Policy to the contrary, Blendr will have no obligation to provide any Support Services in connection with: (i) any issue or problem that Blendr determines is not due to any Error or deficiency in the Blendr.io Services (including without limitation, issues or problems caused by stand-alone third party software products used in conjunction with the Blendr.io Services, the Internet or other communications, Customer network or browser matters, or login issues); (ii) any blends or workflows created by Customer; (iii) use of the Blendr.io Services other than in accordance with the Documentation and the Agreement; (iv) use of the Blendr.io Services provided on a trial or evaluation basis or for which Customer has not paid any fees; and/or (v) any Errors or problems with the applicable Blendr.io Services that are not reproducible. Without limiting any of the foregoing, Blendr has no obligation to provide support for any third party software, data, or other materials distributed or bundled with the Blendr.io Services.

4. Procedure for Requesting Support Services

4.1 The Customer shall appoint one or more representatives (“Support Contacts”) that are authorized to request Support Services and/or Supplemental Services. The Customer may replace its Support Contacts from time to time by prior written notice to Blendr.io (including by email to the designated email address). Whenever the Customer requires Blendr.io to perform Support Services pursuant to the provisions of this Policy , the Customer shall submit a request by means of its Support Contacts.

4.2 Errors must be reported to Blendr via the Helpdesk Portal (currently located at <https://support.blendr.io>) or, if the Helpdesk

Portal is unavailable, via email to support@blendr.io. Blendr shall provide any updated contact information for the Helpdesk Portal or email address. If available, the Customer shall use Blendr's incident reporting tool when reporting Errors to the service desk, providing the necessary diagnostic information, provided that any Priority Level 1 and 2 Errors reported through Blendr's incident reporting tool must promptly be confirmed by telephone. As long as Priority Level 1 and 2 Errors are not confirmed by telephone, such Errors shall be deemed Priority Level 3 Errors. In the event Blendr's incident reporting tool is unavailable, the Customer shall provide Blendr with an electronic Error report by email, which, provided it contains the required diagnostic information, shall be treated by Blendr as if it had been provided via the incident reporting tool.

5. Customer Obligations and dependencies.

During the Term, the Customer shall (i) ensure that the environment in which the Blendr.io Services run conforms to the equipment set out in the Documentation, (ii) make all reasonable efforts to determine whether an Error is an error in the Blendr.io Services or is due wholly or partly to the use of the Blendr.io Services in a manner for which it was not designed, (iii) provide Blendr with all relevant information when reporting an Error, including, without limitation, the name of the person reporting the Error, the date of the Error and a description of the Error and such other diagnostic information as may be agreed between the Parties, (iv) provide all reasonable assistance to Blendr necessary to reproduce and demonstrate any Error, (v) supply Blendr with all documentation, test cases, sample data and anything else reasonably required by Blendr to investigate and rectify the reported Error, and (vi) notify Blendr as soon as possible after the occurrence of any Error that the Customer requires Support Services.

6. Supplemental Services

Any service that is performed under this Policy by Blendr but which is not listed under Section 3.1 or 3.2 hereof, shall be considered as Supplemental Services and shall be charged to the Customer on a time and material basis at Blendr's then current applicable rates. Supplemental Services include, but are not limited to:

- advice on how to use, configure or administer the Blendr.io Services;
- advice on how to rectify problems in areas other than the Blendr.io Services
- changed specification, request for change, and impact analysis;
- the provision, upon Customer's request, of documentation relating to the work performed by Blendr in respect of Supplemental Services;
- advice on how to rectify Errors that are attributable to (i) accidents, misuse, negligence or failure of the Customer to follow instructions for proper use of the Blendr.io Services, (iv) improper configuration of the Blendr.io Services other than an improper configuration performed in accordance with Blendr's specifications.

7. Service Levels

7.1 Definitions

- a. "Available" and "Availability" mean that the Blendr.io Platform is accessible by establishment of a connection to the Blendr.io Services by Customer over the Internet in accordance with the Documentation.
- b. Uptime Percentage. The Blendr.io Services will be available and operational 99.80% of the time each month (the "Uptime Percentage"), not including scheduled downtime. Uptime Percentage is calculated by subtracting from 100% the percentage of 1-minute periods (or any portion thereof) during any calendar month in which the Blendr.io Services are not Available out of the total number of minutes in that calendar Month. The monthly Uptime Percentage will be measured based on the industry standard monitoring and testing tools utilized by Blendr. Report are located at <https://status.blendr.io>.
- c. Scheduled downtime means regular maintenance and upgrades and will typically be communicated with at least 24 hours of notice. Any scheduled downtime of more than 2 hours will typically be scheduled at least 7 days in advance.

7.2 Exclusions. Any Availability issues resulting from any of the following will be excluded from Uptime Percentage calculations:

- a. regularly scheduled maintenance of the Blendr.io Services;
- b. any problems that result from any problems to the extent not caused by Blendr or outside Blendr's reasonable control that result from (i) computing or networking hardware; or (ii) equipment or software under Customer's control; (iii) the Internet; (iv) other issues with electronic communications; or (v) events of force majeure such as natural disaster, war, acts of terror, acts of government, or civil unrest;
- c. any problems that result from Customer's Internet or Internet service providers, VPN issues, email domain server availability or other similar issues;
- d. authentication issues due to changes/issues in Customer's authentication mechanism;
- e. any changes, restrictions, discontinuations or other issues related to any third-party application programming interface ("API") or Third Party Application caused or implemented by the applicable third party;
- f. Blendr's permitted suspension or termination of Blendr.io Services in accordance with the Agreement
- g. Customer's failure to purchase adequate capacity of Blendr.io Services

- h. Customer's breach of the Agreement;
 - i. Intentional misuse of the Blendr.io Services by Customer; and/or
 - j. "Beta," "limited availability" or Early Access Program (EAP) products, features and functions identified as such by Blendr

7.3 Service Level Credits. If Blendr does not meet the Monthly Uptime Percentage with respect to any particular calendar month (i.e., the Monthly Uptime Percentage was below 99.80%), and Customer is negatively impacted thereby, then as Customer's sole and exclusive remedy, and only upon Customer's written request and otherwise in accordance with Section 7.4 below, Blendr will provide to Customer, for each calendar month during which the Monthly Uptime Percentage was below 99.80% a service credit ("Service Credit(s)") equal to 5% of the monthly subscription fee for the Blendr.io Services for the calendar month in which the event giving rise to the period of non-Availability occurred, up to a maximum of USD \$1,000 per Customer per year.

7.4 To be eligible to receive a Service Credit, Customer must submit a request by sending an email to support@blendr.io within 15 days after the suspected period of non-Availability that is the basis of Customer's Service Credit request. Further, the credit request must include: (a) the dates, times and duration of each incident of purported non-Availability; (b) a detailed description of the events resulting in non-Availability and any documentation that corroborate Customer's claimed outage; (c) the number and location(s) of affected users by unique identifier; and (d) descriptions of Customer attempts to resolve the events resulting in non-Availability at the time of occurrence. Service Credits will be applied to Customer's next renewal invoice following the final determination of the request. Customer must reasonably assist Blendr with any problem diagnosis and resolution attempts. Blendr and Customer will work in good faith to resolve any disputes relating to a Customer's Service Credit request.

8. Changes to Policy

Subject to the terms of the Agreement, Blendr reserves the right, at its discretion, to change this Policy at any time based on prevailing market practices and the evolution of Blendr's products and services.

9. Disclaimer

THIS POLICY DEFINES A SERVICE ARRANGEMENT AND NOT A WARRANTY. THE SERVICES ARE SUBJECT EXCLUSIVELY TO THE WARRANTIES SET FORTH IN THE APPLICABLE AGREEMENT. THIS POLICY DOES NOT CHANGE OR SUPERSEDE ANY TERM OF ANY SUCH AGREEMENT. TO THE EXTENT THERE IS A CONFLICT BETWEEN A TRANSLATED VERSION OF THIS POLICY AND THIS ENGLISH VERSION, THE ENGLISH LANGUAGE VERSION WILL PREVAIL.