

# Service level agreement

Frontify AG, Version: February 2023

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## 1. Definitions

For the interpretation and applicability of this Service Level Agreement, the following terms shall have the meanings specified below. Any capitalized terms not defined herein shall have the meaning attributed to them in the Agreement.

### **Actual Availability**

The monthly percentage of Uptime as calculated in accordance with Article 3 of this Service Level Agreement.

### **Availability Period**

The basis to measure the Uptime and the Expected Uptime calculated on a 24/7 basis during a calendar month.

### **Customer Notification**

Any notification of Customer requesting support for a Defect.

### **Customer Request**

Any request of support demanded by Customer to Frontify, calculated on the Opening Hours. This includes a Customer Notification and any other inquiry which is not connected to a Defect.

### **Defect**

In general, any error, defect, failure or omission in the Services and/or the Software causing the Services and/or the Software a failure to meet the agreed specifications or fail to perform to the Service Levels (or otherwise as required by this Agreement), or which cause a Downtime in any other way.

### **Downtime**

The time during the Availability Period in each month for which the Services and/or the Software are substantially impaired so as to make impossible for the user to perform its job functions in accordance with the specifications of the Services and/or the Software. The Downtime shall not include: i) any Exclusion; ii) any Priority 3 and Priority 4 Defect; and/or iii) any Planned Downtime by Frontify in accordance with Article 4.

**Exclusions**

It means the following: (i) unavailability caused by circumstances beyond Frontify's reasonable control (force majeure), including, without limitation, acts of nature, acts of government, emergencies, natural disasters, flood, fire, civil unrest, acts of terror, strikes or other labor problems (other than those involving Frontify employees), or any other force majeure event or factors; (ii) interruptions or delays in providing the Services resulting from telecommunications or Internet service provider failures attributable to the Customer; (iii) any interruption or unavailability resulting from Customer's use of the Services in an unauthorized or unlawful manner or any interruption resulting from the misuse, misconfiguration, improper use, or damage of the Services by the Customer; and/or (iv) any problems resulting from Customer's or any third party's acts, errors or omissions or any systems not provided by Frontify.

**Expected Uptime**

The percentage of Uptime time that Frontify shall guarantee in a calendar month under this Service Level Agreement in accordance with the Service Level Package purchased by the Customer. When applicable in accordance with Article 4, the Expected Uptime will also include the Planned Downtime.

**Frontify Bug Fix Guidelines**

The technical guidelines to tackle and fix a Defect. They complement the Service Level Agreement.

**Notification Event**

The time Frontify receives a Customer Notification.

**Opening Hours**

Frontify opening hours are Monday to Friday from 8:30 AM – 5:30 PM (CET and EST). Public Holidays in St.Gallen, Switzerland and New York, USA are excluded.

**Planned Downtime**

Any periods of scheduled maintenance during the Availability Period applicable to that month in accordance with Article 4.

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Priority 1 (P1)

**Fatal Defect (highest priority)**

A defect meaning that all Services and/or Software purchased by Customer are substantially unusable, no workaround solution is possible, and the Customer is completely unable to perform any job function within Frontify.

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Priority 2 (P2)

**Critical Defect (high priority)**

A defect meaning that one or more features of the Services and/or the Software purchased by Customer are significantly degraded and have a substantial impact on job users' usability and performance.

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Priority 3 (P3)

**Material Defect (medium priority)**

Customers use of the Services and/or Software are materially, but not substantially, impaired, the user experience is impacted, but the job function is not impaired. A workaround solution might be possible and can be conditioned to the package purchased by the Customer.

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Priority 4 (P4)

**Cosmetic Defect (low priority)**

Customers use of the Service and/or Software is not materially impaired, but there are some small bugs and/or errors that require to be fixed.

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**Recovery Point Objective (RPO)**

The maximum targeted period in which data might be lost from the Services due to a major incident.

**Recovery Time Objective (RTO)**

The targeted duration of time within which a business process must be restored after a disruption in order to avoid unacceptable consequences associated with a break in business continuity for the use of the Services.

**Resolution Time**

The maximum time available for Frontify to fix the Defect, calculated from the moment of Frontify's response to the Customer Notification based upon Frontify's headquarter Opening Hours in St Gallen, Switzerland (CET only). The Resolution Time is calculated in Opening Hours, except for the Resolution Time for Priority 1, which is calculated in calendar hours.

**Response Time**

The maximum time available for Frontify to provide a first response to a Customer Notification calculated on Opening Hours starting from a Notification Event. A ticket is created.

**Service Credit**

A deduction from a future invoice to the Customer in response to Frontify's failure to meet its obligations under this SLA.

**Service Level Package**

The package purchased by the Customer and applicable to the Agreement signed between Frontify and the Customer.

**Uptime**

The total number of hours in a month during which the Services and/or Software are functioning in line with the specifications, meaning when the Services and/ or Software are not suffering from a Downtime.

## 2. Service Level Packages

The Customer can choose and purchase the Service Level Package that best suits the needs of the Customer in accordance with the table below:

	SLA standard		SLA premium		SLA elite	
<b>Cost</b>	Free		9.600* yearly		14.400* yearly	
<b>Expected Uptime</b>	99.5% per month		99.7% per month		99.9% per month	
<b>Support</b>	Response Time	Resolution Time	Response Time	Resolution Time	Response Time	Resolution Time
<b>P1</b>	8 h	16 h	4 h	16 h	4 h	16 h
<b>P2</b>	16 h	24 h	10 h	16 h	6 h	8 h
<b>P3</b>	36 h	Best Efforts	16 h	Bi-yearly release	12 h	Monthly release
<b>P4</b>	Best Efforts	Best Efforts	48 h	Best Efforts	24 h	Best Efforts
<b>Service Credits</b>	N/A		250* per extra business day of delay for the Resolution of P1, but not more than 1 yearly licensing fee.  If Actual Availability <99.7% but >99% for 3 calendar months in a year then 5% of the yearly licensing fee issued as a Service Credit.  If Actual Availability <99% but >95% for 3 calendar months in a year, then 10% of the yearly licensing fee issued as a Service Credit.  If Actual Availability <95% for 3 calendar months in a year, then 25% of the yearly licensing fee issued as a Service Credit.		250* per extra business day of fixing P1 and/or P2, but no more than 1 yearly licensing fee.  If Actual Availability <99.9% but >99% for 3 calendar months in a year then 7.5% of the yearly licensing fee issued as a Service Credit.  If Actual Availability <99% but >95% for 3 calendar months in a year, then 12.5% of the yearly licensing fee issued as a Service Credit.  If Actual Availability <95% for 3 calendar months in a year, then 35% of the yearly licensing fee issued as a Service Credit.	

\* The four currencies of Frontify are Euro / US Dollars / Swiss Francs / Great Britain Pound

**Recovery Point Objective (RPO):** The RPO is due to the daily backup, maximum 24h.

**Recovery Time Objective (RTO):** The RTO for Fatal Defect, depends on the purchased Service Level Package.

### 3. Availability

Frontify shall guarantee the Expected Uptime in accordance with the Expected Uptime standards of availability that apply to the Customer in the purchased Service Level Package. The Expected Uptime is calculated on the Availability Period and Frontify shall ensure that the Expected Uptime is met regularly in accordance with the Service Level Package purchased by the Customer.

The Customer can always monitor the Uptime of the last quarter on [status.frontify.com](https://status.frontify.com).

**The percentage of Uptime (Actual Availability) is calculated as follows:**

$$\frac{\text{Expected Uptime} - \text{Downtime}}{\text{Expected Uptime}} \times 100\%$$

### 4. Planned Downtime

From time to time, Frontify might be required to schedule the maintenance of the Services and/or Software in order to allow Customers to always enjoy the best users experience. This might cause a partial downtime of the Services, which will be treated as Planned Downtime in accordance with the provisions of this Service Level Agreement.

Frontify will make its best efforts i) to announce any Planned Downtime at least thirty (30) days in advance, and anyway no later than fifteen (15) days in advance, ii) to perform the maintenance service outside Opening Hours or, if that is not possible, iii) to keep any Planned Downtime as short as possible so to avoid any major impact on Customer's use of the Services.



## 5. Support

Frontify shall provide the support services during working hours from Monday to Friday between 8:30 AM and 5:30 PM: (i) Central European Time (CET), excluding public holidays of St. Gallen, Switzerland; (ii) Eastern Standard Time (EST), excluding public holidays of New York, USA; and (iii) Greenwich Mean Time (GMT), excluding public holidays of London, United Kingdom. Inquiries received outside of these support times shall be regarded as received on the following business day.

Support shall be requested via email either to the dedicated Customer Success Manager or to Frontify's Support Desk at [support@frontify.com](mailto:support@frontify.com). The Support Desk provides a coordinated response to Customer and is responsible for liaising within Frontify to resolve any types of enquiry.

## 6. Customer Notification

Frontify makes its best efforts to provide the Services free from any Defects during the entire license period with the Customer. However, in case any Defect occurs, a Customer Notification shall be sent to Frontify. Any Customer Notification shall be directed to support as instructed in Article 5 above and shall include a detailed description of the Defect. When a Customer Notification is received from Frontify, this will be considered a Notification Event in accordance with the Opening Hours. The Notification Event marks the start for counting the maximum available number of hours that Frontify has to fulfill the Response Time and the Resolution Time. Frontify shall ensure that each Customer Notification will be treated in accordance with the standards of Response Time and Resolution Time purchased by the Customer in the relevant Service Level Package. A Customer Notification will be tackled and fixed in accordance with the technical standards contained in the Frontify Bug Fix Guidelines.

## 7. Service Credits

Unless otherwise provided in the Agreement, the Customer's sole and exclusive remedy for any non-performance of Frontify under this SLA is the receipt of Service Credits in accordance with the terms of this SLA.

Service Credits are calculated in accordance with the SLA Package as outlined in Section 2 of the SLA and are calculated as a fixed amount per day of default or as a percentage of the total yearly fees of the then-current term, under exclusion of the amount paid or payable for non-recurring fees such as professional services.

To receive Service Credits, the Customer shall notify Frontify within fifteen (15) days after the eligibility for Service Credits has first arisen and must provide Frontify with the details of the request. If a request for Service Credits is confirmed by Frontify, Frontify will offset the amount against the next invoice issued to the Customer. Service Credits will not entitle the Customer to any refund of prepaid fees.

## 8. Final provisions

Frontify has the right to amend the standards of any of the Service Level Packages from time to time. If Frontify will amend a Service Level Package, these amendments will only apply to the Service Level Package purchased by Customer prior written agreement with the Customer.

If any or any part of the aforementioned provisions is or becomes invalid or incomplete, this shall not affect the validity of the other provisions.

The provisions of this Service Level Agreement and any dispute arising between Frontify and the Customer connected with the respective Service Level Package purchased by the Customer are subject to the applicable law and the place of jurisdiction agreed in the Agreement.

