

# Brightpearl Support Service Level Agreement

This Service Level Agreement (the "SLA") shall govern Brightpearl's provision of Support Services to you ("you" or "Client").

## 1. DEFINITIONS.

In this SLA, capitalized terms not defined herein shall have the definition given such term in the Agreement:

**"Agreement"** means the applicable Enterprise License Agreement that provides you with access to the Service.

**"Alternative Solution"** means a solution or correction to an incident that allows the Service to function substantially in accordance with the [User Guides](#).

**"Authorized Contacts"** means the Client employees or authorized agents who: (i) have sufficient technical expertise, training and/or experience with the Service to perform the Client's obligations under this SLA; (ii) are responsible for all communications with Brightpearl regarding this SLA, including ticket submission and Incident reports; and (iii) who are authorized by Client to request and receive Support Services for the Service on behalf of the Client.

**"Business Days"** are Monday to Friday during Normal Support Hours, excluding Brightpearl company holidays published <https://www.brightpearl.com/contact-support>.

**"Enhancement Request"** means a request by Client to add functionality or enhance performance beyond the specifications of the Service and are not included as part of Support Services.

**"First Level Support"** means any support relating to communications from Client's customers, Users or affiliates or general resolution of User errors, network errors, provisioning errors or Internet delays or malfunctions.

**"Incident"** means a single support question or reproducible failure of the Service to substantially conform to the functions and/or specifications as described in the User Guides and reported by an Authorized Contact.

**"Normal Support Hours"** are 09:00 UTC to 00:00 UTC on Business Days.

**"Response Time"** means the targeted time period within which Brightpearl will use commercially reasonable efforts to contact Client to acknowledge receipt of an Incident report and to engage an appropriately skilled support resource, commencing from the time that

Brightpearl receives all required information as specified in Section 4.2. Response Times are measured during Normal Support Hours.

**“Severity Level”** means the Severity Levels 1-4 as defined below:

**“Severity Level 1 or S1 (Critical)”** means an Incident where Client’s production use of the Service is stopped or so severely impacted that the Client cannot reasonably continue business operations. It may result in a material and immediate interruption of Client’s business operation that will cause a loss of Client data and/or restrict availability to such data and/or cause significant financial impact.

**“Severity Level 2 or S2 (Significant)”** means an Incident where one or more important functions of the Service are unavailable with no acceptable Alternative Solution. Client’s implementation or production use of the Service is continuing but not stopped; however, there is a serious impact on the Client’s business operations.

**“Severity Level 3 or S3 (Less Significant)”** means an Incident where: (a) important Service features are unavailable but an Alternative Solution is available, or (b) less significant Service features are unavailable with no reasonable Alternative Solution; Clients experience a minor loss of business operation functionality and/or an impact on implementation resources, or (c) Client poses questions regarding basic functionality of the Service. This category is only available to Clients purchasing Premium Support or Custom Support.

**“Severity Level 4 or S4 (Minimal)”** means an Incident that has a minimal impact on business operations or basic functionality of the Service.

**“Success Services”** are post implementation services which Brightpearl offers on a subscription basis. Success Services are provided by Brightpearl to assist Clients in their use of the Services or specific components of the Service.

**“Brightpearl Help Center”** is the online support portal that is accessible 24x7.

**“Support Services”** means the English language support services for the Service provided by Brightpearl under the terms set forth herein, but do not include First Level Support or Enhancement Requests. Support Service levels include Basic, Premium and Custom. Client’s level of Support Services shall be determined by the level of Support Services that such Client has procured or is otherwise entitled to.

**“Test Case”** means Client’s instructions that allow Brightpearl to reproduce an Incident.

## **2. SCOPE OF THE SUPPORT TERMS.**

**2.1** Subject to the terms contained herein, Brightpearl shall address all Incidents which may arise from Client's use of the Service in accordance with Sections 4 and 5 below.

**2.2** Brightpearl shall not have any obligation to provide Support Services with respect to any: (a) adaptations, configurations or modifications of the Service made by the Client or any third party, including those that are made using template editor and changes to source code for any component provided by Brightpearl; (b) First Level Support, which shall be provided by Client; (c) Enhancement Requests; or (d) any items excluded pursuant to Section 5.

**2.3** Brightpearl may offer Professional Services or Client Success Services to help resolve issues that fall outside the scope of the Support Services. Any engagement of Professional Services or other Client Success Services shall be provided under a separate agreement and shall be subject to the Agreement or Brightpearl's then-current consulting fees and terms.

**3. TERM AND TERMINATION.** Subject to the terms of the Agreement, Support Services will be provided to the Client commencing on the Effective Date of the Agreement.

The Support Services will terminate when the Client's entitlement to the Brightpearl Service terminates as specified in the Agreement.

## **4. INCIDENT REPORTING AND RESPONSE TIMES.**

**4.1 Authorized Contacts.** All reports of Incidents must be made to Brightpearl by the Authorized Contact(s) or on their behalf by a qualified member of Brightpearl staff.

**4.2 Required Information.** All Incident reports must, if applicable, include the following:

- a) Information required to identify the Client including, but not limited to, company name, Account ID or Authorized Contact email address or telephone number.
- b) A reproducible Test Case that demonstrates the specific usage that causes the Incident being reported.
- c) Exact wording of all related error messages.
- d) A full description of the Incident and expected results.
- e) Any special circumstances surrounding the discovery of the Incident.

With the exception of information shared in 4.2.a above Brightpearl may share such information and other information about Incidents with its contractors, vendors and/or third party application providers to support Brightpearl's provision of the Support Services described herein.

**4.3 Severity Levels.** Brightpearl will work with Client and will assign the appropriate severity level to all Incidents according to the Severity Level definitions. Severity Levels are assigned to allow prioritization of incoming Incidents. Brightpearl may reclassify Incidents based on the

current impact on the Service and business operations as described in the Severity Level definitions. In the event Brightpearl determines that an Incident is in fact an Enhancement Request, it shall not be addressed under this SLA.

**4.4 Brightpearl’s Obligations.** Brightpearl will make available Support Services access during Normal Support Hours for the Client to report Incidents and receive assistance. On receipt of an Incident report, Brightpearl shall establish whether there is an Incident for which the Client is entitled to Support Services under this SLA and, if so, shall:

- a) Confirm receipt of the Incident report and notify Client of the Incident case number that both parties must then use in any communications about the Incident.
- b) Work with Client to set a severity level for the Incident based on the criteria set forth herein.
- c) Analyze the Incident and verify the existence of the problem.
- d) Give the Client direction and assistance in resolving the Incident pursuant to the terms described herein.

**4.5 Response Time**

“**Response Time**” means the targeted time period within which Brightpearl will use commercially reasonable efforts to contact Client to acknowledge receipt of an Incident report and to engage an appropriately skilled support resource, commencing from the time that Brightpearl receives all required information as specified in below section. Response Times are measured during Normal Support Hours.

	<b>Severity 1  (“S1”)</b>	<b>Severity 2  (“S2”)</b>	<b>Severity 3  (“S3”)</b>	<b>Severity 4  (“S4”)</b>
<b>Time to First Response (TFR)</b>	< 30 minutes	< 30 minutes	< 30 minutes	< 30 minutes
<b>Time to Complete Resolution (TCR)</b>	< 1 day	< 3 days	< 5 days	n/a
<b>Average Time to Response (ATTR)</b>	< 30 minutes	< 1 hour	< 4 hours	n/a

**4.6 Client's Obligations.** Brightpearl's obligation to provide Support Services under this SLA is conditioned upon the Client: (a) having valid access to the Service; (b) providing Brightpearl with all reasonable assistance and providing Brightpearl with data, information and materials as that are reasonably necessary; (c) procuring, installing and maintaining all equipment, telephone lines, communication interfaces and other hardware and software necessary to access the Service; (d) providing all First Level Support; (e) providing appropriate contact information for all Authorized Contacts(s), and (f) utilizing the Brightpearl Help Center knowledge base for self-help research of known solutions.

**5. EXCLUSIONS FROM SUPPORT SERVICES.** Brightpearl will not be required to correct any Incident caused by (i) integration of any feature, program or device not performed by Brightpearl or authorized agents to the Service or any part thereof; (ii) any non-conformance caused by unauthorized misuse, alteration, modification or enhancement of the Service; or (iii) use of the Service that is not in compliance with the Agreement.

**6. WARRANTY.** BRIGHTPEARL WARRANTS ONLY TO CLIENT THAT SUPPORT SERVICES WILL BE PERFORMED IN A PROFESSIONAL AND WORKMANLIKE MANNER. OTHER THAN AS EXPRESSLY STATED HEREIN, SUPPORT SERVICES ARE PROVIDED "AS IS" AND AS AVAILABLE. BRIGHTPEARL MAKES NO OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY.

## **7. GENERAL.**

**7.1 Complete Agreement.** This SLA is hereby incorporated by reference into the Agreement and represent the complete agreement between Brightpearl and Client regarding Support Services and supersedes any prior or contemporaneous agreements or communications or understandings, written or oral, relating to Support Services. This SLA will not be modified except by a properly executed written amendment between the parties.