



Service Level Agreement

v. 12.6

This Service Level Agreement (“SLA”) forms part of the Software as a Service agreement between Customer and Bynder (“Agreement”). In the event this document is translated into any other languages, the English version shall be authoritative. Bynder encourages Customer to review the online SLA periodically.

1. Introduction

This SLA describes the levels of Product availability and support that Customer can expect to receive from Bynder for the duration of the Agreement.

2. Definitions

As used in this SLA, 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. In this SLA the singular includes the plural and vice versa; the words "month", "year", and "quarter" mean calendar month, calendar year, and calendar quarter, unless otherwise stated; and the word "including" (or any analogous word or phrase) means “including without limitation”.

Business Day	08:30 to 18:00, local time for the contracting Bynder entity, not including Saturday, Sunday or a public holidays.
Degraded Performance	a lower quality of service as described in this SLA (e.g. temporarily broken or temporarily unavailable functionality).
Downtime	the period of time during which the Product is wholly unavailable to Customer, including maintenance occurring outside of Maintenance Hours for which less than 24 hours’ notice was provided to affected Customers. However, Downtime shall not include: Scheduled Maintenance; Degraded Performance; factors outside of Bynder’s control, including any Force Majeure Events; failures of the internet; acts or omissions of Customer and its Users; and enforcement of state or government Regulations.
Knowledge Base	Bynder help portal located on the Bynder website (support.bynder.com) that publishes information on how to perform tasks in the Product and responds to frequently asked questions.
Maintenance Hours	Monday to Friday from 00:00 – 04:00 UTC, all day Saturday, and Sunday from 13:00 – 04:00 UTC.
Resolution Time	the time that elapses from the Response Time until the alert is resolved.
Response Time	measures the time that elapses between the receiving of an alert and the time of commencing work on the issue.

Scheduled Maintenance	planned outages, either suspending service in full or in part, which Bynder will endeavour to announce at least 5 days in advance, and in any case will announce no later than 24 hours in advance, which will not exceed a reasonable period of time for the maintenance required and which, where possible, shall take place during Maintenance Hours.
SLA Effective Date	the Project Start Date stated in the Agreement or applicable Statement of Work and the date this SLA enters into force.
Ticket	an electronic request sent to Bynder by Customer (e.g. requesting a solution to an incident).
Uptime	as calculated in accordance with this SLA.

3. Scope of the Service Level Agreement

This SLA applies only to the Product and Professional Services described in the Agreement or applicable Statement of Work. This SLA does not apply to any software, equipment, services, or other parts of an information technology system that are not purchased from or managed by Bynder.

Bynder will rectify material issues with the Product , except where:

- 3.1 the issue has been caused by Customer's use of the Product in a manner that is contrary to Bynder Training, Knowledge Base, or any other instruction issued by Bynder;
- 3.2 Customer has made unauthorized changes to the configuration or set-up of the affected Product;
- 3.3 Customer has prevented Bynder from performing maintenance on the Product;
- 3.4 the issue has been caused by Third Party Products; or
- 3.5 the issue has been caused by User(s), including by modifying part of the software or by adding, deleting, or assigning improper rights to Users.

4. SLA Effective Date and Term

This SLA will be effective from the Project Start Date and will terminate without further notice and without right to compensation or restitution upon the expiry or termination of the Agreement or applicable Statement of Work.

5. Responsibilities

Bynder responsibilities:

- 5.1 ensure the relevant Product and Professional Services are available to Customer in accordance with the Uptime guarantee;
- 5.2 respond to support requests within the timescales listed below;
- 5.3 take steps to escalate, diagnose, and resolve issues in an appropriate and timely manner, including the allocation of a sufficient number of skilled staff and the collection of necessary information; and
- 5.4 maintain clear and timely communication with Customer at all times.

Customer responsibilities:

- 5.5 use the Product as intended under the Agreement;
- 5.6 notify Bynder of issues or problems in a timely manner and as thoroughly as is possible;

- 5.7 cooperate with Bynder in its efforts to escalate, diagnose, and resolve issues by providing timely and accurate responses to requests for information;
- 5.8 in case of an A-Priority Alert, ensure the availability of a sufficient number of skilled Customer employees to cooperate with Bynder;
- 5.9 provide Bynder with access to equipment, software, and services for the purposes of maintenance, updates, and fault prevention; and
- 5.10 maintain staff with adequate information technology knowledge to fulfil these responsibilities.

6. Availability

Bynder guarantees 99.9% Uptime each month 24 hours a day 7 days a week (“Agreed Hours of Service”). Uptime is measured based on the monthly average of availability, rounded down to the nearest minute, and calculated as follows:

$$\text{Uptime \%} = \frac{\text{Agreed Hours of Service} - \text{hours of Downtime}}{\text{Agreed Hours of Service}} * 100\%$$

7. Service Credits

Should Uptime fall below 99.9% in any month, Bynder will pay liquidated damages in the form of a Service Credit, which is calculated as follows:

Uptime < 99.0%	100% of monthly Subscription Fee
Uptime ≥ 99.0% and less than 99.9%	$\frac{99.9\% - \text{Uptime \%}}{0,9\%} * \text{monthly Subscription Fee} * 50\%$
Uptime ≥ 99.9%	0% of monthly Subscription Fee

To apply for a Service Credit under this SLA, Customer must submit a request to support@bynder.com, within 30 days of the end of the applicable month with the subject line “SLA Service Credit”. The request must include the dates and times of the Downtime for which Service Credit is being requested, and any additional documentation that demonstrates the claimed Downtime. Service Credits are the exclusive remedy for Bynder’s failure to meet its Uptime guarantee and no other or additional types of damages can be claimed, including breach of warranty. In the event there are no new invoices to be issued, Bynder will pay out the Service Credit to Customer directly.

8. Response Time and Resolution Time

In the event of an alert, Bynder is deemed to have responded when it has replied to Customer’s initial request. This may be in the form of an email or telephone call, to acknowledge receipt of Customer’s request, provide a solution, or request further information.

The Response Time and Resolution Time will depend on the priority of the item(s) affected and the severity of the alert, as set out in the following schedules:

Alert Type	Issue severity	Response Time	Resolution Time
A-Priority Alert	Highly critical alert. Product is not available for use or a significant proportion of the contracted functionalities are not available.	Within 1 hour	Within 4 hours, inclusive of the A-Priority Alert Response Time.

B-Priority Alert	Critical alert. One or more elements of the Product critical to the functioning of Customer's business have ceased to respond completely or respond extremely slowly.	Within 24 hours	Within 24 hours, exclusive of the B-Priority Alert Response Time.
C-Priority Alert	Non-critical alert. One or more elements of the Product have ceased to respond completely or respond slowly and a workaround is available.	Within 48 hours	Within 48 hours, exclusive of the C-Priority Alert Response Time.
D-Priority Alert	Notification of minor issue that does not prohibit Customer from utilizing Product in any material way.	Within 48 hours	Best effort.

For **Starter Success Package** Customers, the following Response Times and Resolution Times apply:

Alert Type	Issue severity	Response Time	Resolution Time
A-Priority Alert	Highly critical alert. Product is not available for use or a significant proportion of the contracted functionalities are not available.	Within 4 hour	Within 8 hours, inclusive of the A-Priority Alert Response Time.
B-Priority Alert	Critical alert. One or more elements of the Product critical to the functioning of Customer's business have ceased to respond completely or respond extremely slowly.	Within 24 hours	Within 24 hours, exclusive of the B-Priority Alert Response Time.
C-Priority Alert	Non-critical alert. One or more elements of the Product have ceased to respond completely or respond slowly and a workaround is available.	Within 48 hours	Within 48 hours, exclusive of the C-Priority Alert Response Time.
D-Priority Alert	Notification of minor issue that does not prohibit Customer from utilizing Product in any material way.	Within 48 hours	Best effort.

9. Bynder's Storage & Infrastructure

Bynder uses Amazon Web Services (AWS) to provide its Product via a cloud-based storage application called AWS S3. AWS S3 offers the possibility to store a virtually unlimited amount of data with a guaranteed data durability of 99.999999999%.

Bynder offers Customer the option to host Customer Data either on servers located in Frankfurt, Germany or globally. Customer will be required to select its data hosting location in the applicable Statement of Work.

To provide the module Bynder Video Brand Studio, Bynder uses Google Cloud Storage (GCP) with data hosting in Europe.

10. Problem Management

Bynder Support regularly analyses all Customer Tickets in order to identify trends and bottle necks. Based on these findings, Support updates the Knowledge Base with information explaining the solution to “known errors”.

In order to respond to FAQs and help Customers to resolve common problems without needing direct assistance from Support, Bynder maintains the Knowledge Base on the Bynder website (support.getbynder.com). Bynder Support has defined four general types of FAQs:

- **Technical issues** are related to a particular bug, security or backup failures, or any other type of non-functioning of the Product.
Example: “A video preview isn’t showing.”
- **User questions** arise from instances when the system fails to be self-explanatory. Bynder works hard to prevent these questions and reduce them to an absolute minimum.
Example: “How do I upload an image?”
- **Requests** are requests to change the Product, features or settings.
Example: “Can you setup a new filter in our environment?”
- **Content questions** are related to the contents of Customer Data itself. Customer is the creator and controller of its Customer Data, and is therefore tasked with providing User support for these questions.
Example: “The model is wearing the wrong trousers — we need an image from a different collection.”

11. Help Desk

If your question is not resolved via the Knowledge Base, the Bynder help desk can be contacted by email anytime via support@getbynder.com, or by telephone during applicable office hours:

09:00 to 18:00 (Amsterdam local time):	+31 (0) 20 820 37 40
09:00 to 18:00 (Boston local time):	+1 (857) 310 5434

12. Security

Bynder provides its Product and Professional Services in accordance with IEC/ISO 27001:2013 and has an Information Security Policy, which is available upon request.

13. Backups

The Bynder team secures backups of all data and code in the following manner:

- Incremental backups of all uploaded media on multiple back-up servers (daily).
- Full backups of the database (hourly, retention of 7 days).
- Backups of the file database (monthly, on separate AWS S3 servers).
- For Bynder Video Brand Studio, hosted on GCP, daily backups of the database

In the (unlikely) event of damage or outage at Bynder’s data hosting locations, Bynder will restore Customer’s data from the most recent backup. This will be treated as an A-Priority Alert.

At Customer’s request, a backup or a part of a backup can be restored within 48 hours for a fee negotiated in the Agreement or charged on a time and material basis.

14. Release Policy



Bynder releases the Product via Continuous Integration and Continuous Delivery. This means that whenever a new feature or release of Bynder is ready, it can be deployed to the production clusters at any moment. The main application is typically released once a day. All perimeter applications are deployed to production continuously when a build is succeeded on the continuous integration servers.

Urgent bug fixes that impact availability and critical features are applied immediately on production servers in accordance with the Resolution Time schedule.

Third party components in use by Bynder (e.g. Ubuntu, Oracle Java JRE, Python, etc.) are updated automatically every night (in the UTC time zone), whenever critical updates become available via the "unattended upgrades" mechanism provided by Ubuntu.

15. Software Improvements

Bynder will make available to Customer new versions, releases, and updates to the Product to solve defects and/or errors, keep the Product up-to-date with market developments, or otherwise improve (the operation or functionality of) the Product. These improvements may include bug fixes. Bynder will only support the most recent version of the Product.

New versions, releases, or updates will contain at least the level of functionality as set out in this SLA and as contained in the version or release of the Product previously used by Customer, and will not otherwise negatively impact Customer's use of the Product. Bynder shall make reasonable efforts to ensure that when performing such actions, the impact on Customer and its User(s) is limited.

16. Updates to the SLA

This SLA may be updated at Bynder's discretion, but only after providing thirty (30) days' notice, after which it shall be effective ("SLA Effective Date"). Such notice will be sufficient if provided to a User designated as an administrator of Customer's Product account either: (a) as a note on the screen presented immediately after completion of the log-in authentication credentials at the log in screen, or (b) by email with read receipt to the email address provided for the administrator(s) for Customer's account. If Customer objects to any such changes, Customer's sole recourse shall be to terminate the Agreement. Continued use of the Product following the SLA Effective Date of any update shall indicate Customer's acknowledgement of such update and agreement to be bound by the updated SLA. When Bynder changes this SLA, the "Updated" date below will be changed to reflect the publication date of the most recent version.

Updated: 4 December 2020.