

**Service Level Agreement**  
**v.14**

This Service Level Agreement ("SLA") supplements and forms an integral part of the Agreement between Customer and the applicable Bynder contracting entity ("Bynder"). This SLA reflects the Parties' agreement with regard to the uptime and support efforts for the Product(s) purchased from and managed by Bynder, as described in the applicable Agreement. Any capitalized terms used in this SLA without definition shall have the meanings given to them in the Agreement.

**1. Uptime**

Bynder guarantees 99.9% uptime each calendar month, 24 hours a day, 7 days a week ("Service Hours"). Uptime is measured based on the monthly average of availability rounded down to the nearest minute.

Uptime is calculated as follows:

$$\text{Uptime} = \frac{\text{Service Hours} - \text{Downtime (as defined in Section 2)}}{\text{Service Hours}} * 100\%$$

**2. Downtime**

Downtime is the period of time during which the Product is unavailable to Customer. The Product is unavailable when it is offline or not operational.

Downtime includes urgent maintenance for which less than 24 hours' notice was provided to affected Customers and excludes Scheduled Maintenance, as defined in Section 3 of this SLA.

**3. Scheduled Maintenance**

Bynder will be required from time to time to perform maintenance to keep providing the Product(s) ("Scheduled Maintenance") and will use commercially reasonable efforts to:

- Announce Scheduled Maintenance at least 5 calendar days in advance; and
- Limit interruptions from Scheduled Maintenance where possible.

**4. Additional Subscription Days**

Should uptime fall below 99.9% in any calendar month, Bynder will pay liquidated damages in the form of additional subscription days ("Additional Subscription Days"), which are calculated as follows:

Uptime < 99.0%	Additional Subscription Days are equal to the total number of days of the applicable month (month in which uptime fell below 99.0%)
Uptime ≥ 99.0% and less than 99.9%	$\frac{99.9\% - \text{uptime \%}}{0.9\%} * \text{number of days of the applicable month} * 50\%$
Uptime ≥ 99.9%	Additional Subscription Days are not applicable

To apply for Additional Subscription Days under this SLA, Customer must submit a written request to support@bynder.com within 30 calendar days of the end of the applicable month with the subject line "SLA Additional Subscription Days". The request must include the dates and times of the Downtime for which Additional Subscription Days are being requested.

Additional Subscription Days are the sole and exclusive remedy for Bynder's failure to meet the uptime. Each month, Additional Subscription Days are capped at the total number of days in the applicable month. Customer cannot claim any Additional Subscription Days if there are outstanding invoices and all Additional Subscription Days expire upon termination or expiration of the Agreement. Additional Subscription Days may be applicable only for the Plus, Enterprise, and Premier Support Packages.

## 5. Response Time and Resolution

In the event that Customer experiences an issue and notifies Bynder ("Issue"), Bynder will undertake commercially reasonable efforts to address the Issue. Neither Bynder nor its agents make any specific promises about time frames to address Issues.

The following response and target resolution times apply:

Issue Type	Issue severity	Premier (Diamond, Platinum) and Enterprise (Gold) Support	Plus (Silver) Support	Resolution Time
		Response Time	Response time	
<b>A-Priority Issue</b>	Blocking Issue. Product not available for use or having an average response time over 30 seconds for a period of at least 30 minutes) ("Long Loading Times")	Within 1 hour after receiving Issue	Within 4 hours after receiving Issue	Within 4 hours after Issue validation
<b>B-Priority Issue</b>	Critical Issue. Module(s) or Upload, Download, Search, Workflow/Workstream Preview, Asset Sharing, DAT or API (each a "Significant Functionality") not available	Within 24 hours after receiving Issue	Within 24 hours after receiving Issue	Within 24 hours after Issue validation
<b>C-Priority Issue</b>	Major Issue. Module(s) or Significant Functionality malfunction, or not available but a workaround is available	Within 4 calendar days after receiving Issue	Within 7 calendar days after receiving Issue	Within 6 weeks after Issue validation
<b>D-Priority Issue</b>	Minor Issue. Less important elements of the Product have ceased to respond completely or malfunction	Within 4 calendar days after receiving Issue	Within 7 calendar days after receiving Issue	Best effort

For Standard Support Package (Basic, Bronze, Starter) Customers, Bynder will use commercially reasonable efforts to resolve each significant failure by providing either a reasonable workaround or a solution for how Bynder will address the failure. If your Agreement does not define a specific support package, the Standard Support Package will be applicable.

## 6. Help Desk

If Customer's question is not resolved via the help portal on the [Bynder website](#) ("Knowledge Base"), Bynder Support can be contacted by email via [support@bynder.com](mailto:support@bynder.com) and our partner call centre by telephone (English only).

- The Netherlands: +31 (0) 20 809 0232
- Germany: +49 30 767 598 211
- Belgium: +32 2 790 68 76
- United Kingdom: +44 (0) 207 0432 555
- United States: +1 857 496 6646
- France: +33 1 73 18 06 08
- Australia: +61 3 5539 2727
- All other: +31 (0) 20 809 0232

## 7. Backups

Bynder makes full backups of all Customer Data stored in databases on a daily basis. Files are stored across multiple availability zones within one or more regions, where Bynder relies on the guaranteed durability of 99.999999999% for file storage provided by AWS.

In the (unlikely) event of damage or outage at Bynder's data hosting locations, Bynder will restore Customer Data from the most recent backup. This will be treated as an A-Priority Issue. At Customer's request, a backup or a part of a backup can be restored for a fee charged on a time and material basis in accordance with the rates for Professional Services.

## 8. Software Improvements

Bynder will make new versions, releases, and updates to the Product available to: (i) solve defects and/or errors, (ii) keep the Product up to date with market developments, or (iii) otherwise improve the Product. Bynder will only support the most recent version of the Product.

## 9. Exclusions

Bynder's failure to attain to the uptime and support efforts set out in this SLA will not be considered as a breach of this SLA, if such failure is caused, directly or indirectly, by:

- Scheduled Maintenance;
- Bynder following instructions from Customer or its User(s);
- Customer's requested setups, changes and customizations to the Product of which Bynder has advised Customer that they may influence the performance or user experience of the Product;
- A breach of Customer or its User(s) of its obligations under the Agreement;
- Modifications to the Product(s) not made or authorized by Bynder in writing;
- Customer preventing or delaying Bynder from performing maintenance on the Product;
- Third Party Products;
- User(s) adding, deleting, or assigning improper rights to Users;
- Factors outside of Bynder's reasonable control, including but not limited to, force majeure events, failures of the internet and governmental requirements.

## 10. Updates to the SLA

Bynder may revise this SLA from time to time. The most current version will be available at <https://www.bynder.com/en/legal/service-level-agreement-v14>. If the revision, in Bynder's sole discretion, is material, Bynder will notify Customer of such change. If Customer does not wish to be bound by such revision, Customer must notify Bynder at [legal@bynder.com](mailto:legal@bynder.com) within 30 calendar days of receiving the updated SLA of Customer's objection and Customer will remain subject to the prior SLA until termination or expiration of any applicable Term, as defined in the Agreement.