

Support Terms & SLA.

Widget Brain Support Terms of Use

Widget Brain Support is a person-to-person, fast-response support channel staffed with experienced support engineers. The service helps customers to successfully set up, deploy and use the Widget Brain Software. The service also helps customers with issues such as architecture recommendations, assistance with Widget Brain web properties, and licensing issues.

This document describes the Support & Software Updates Services included in the Widget Brain Platform Subscription, which are key to ensure non-stop operations.

Service Requests

All customers with a valid and active Subscription can contact Support to:

- Submit and manage service requests.
- Receive support on existing algorithm deployments.
- Find specific technical specifications on the Algorithm Factory and available APIs.
- Receive technical assistance for new algorithm deployments.

Access methods

Widget Brain Support is made available through:

- A <u>Support knowledge base</u>, with solutions to the most common questions and issues;
- An <u>online support area</u>, where customer can create and check the status of Service Requests;
- Phone call to <u>Widget Brain technical support</u>;

Technical contacts

To add a technical contact for your company:

- 1. Have the person register in the Widget Brain Community;
- 2. On the Algorithm Factory, please register as a user and provide the email the person used to register. The email can be a company address, a personal address, or another company's address. For example, from a contractor.

We strongly recommend setting your technical contacts immediately after acquiring the Widget Brain Software.

Submitting a Service Request

To submit a Service Request follow the instructions on <u>Contact Widget Brain technical support</u>.

Support Severity Levels

Widget Brain Support response times are based on the priority setting that is assigned for each Service Request.

Basic Service level – priority setting	Response times	Delivery
Highest System down or a payroll impacting failure	Within 8 business hours	Specific update
High Essential software function partially unusable	Within 12 business hours	Specific update
Medium Non critical function unusable or partially unusable	Within 5 working days	Within next software release
Low Cosmetic or minor issue	Within 20 working days	Within one of the next software releases

Language

You can communicate with Widget Brain Support in English.

Solving Service Requests

Once Widget Brain responds to your Service Request, a Support agent will work with you to identify and resolve your issue. The resolution provided by Widget Brain may include one or more of the following:

- A fix of the Widget Brain platform The Algorithm Factory (ALFA);
- A fix of the algorithm service;
- A mutually agreed upon workaround;
- Another remedy, such as a reconfiguration of the software.

We consider Service Requests resolved if:

- Your Problem is fixed;
- Your Problem is identified and 5 business days have passed since a resolution has been provided;
- The source of the problem lies with third party software or hardware components. In this case, Widget Brain will continue to help as you work with the third party on resolution;
- You do not respond to a query or request from us for more than 5 business days;
- You choose not to pursue troubleshooting of a problem;
- It is not possible to obtain the elements needed for troubleshooting using reasonable effort.

Escalating Service Requests

We recommend that you escalate the priority of the service request when you feel that:

- Your service request has become more severe or should have a higher priority level;
- We are not resolving your service request appropriately.

Before you request escalation, make sure that you have opened a service request. The information in the service request must enable us to understand:

- The severity of the issue for your business.
- Why Widget Brain must work on the issue with higher urgency.

Licensing and commercial inquiries

Support Services staff are not suited to assist with licensing questions or commercial inquiries. For questions about the Algorithm Factory licensing:

• Explore the licensing area of The Algorithm Factory (ALFA) platform;

For licensing questions specific to your Algorithm Factory subscription, including expiration dates, questions on licensed features and how to upgrade:

- Contact your sales representative or account manager;
- Contact our Licensing team through support.

For questions on pricing or on acquiring Widget Brain Platform:

- Use the contact form at support portal;
- Contact one of our offices.

The Algorithm Factory (ALFA)

For customers with a valid subscription of the Algorithm Factory platform and the Algorithm services, Widget Brain shall use commercially reasonable efforts to ensure an uptime of 99.9% with regard to ALFA during any given month of the Subscription Term, excluding the periods:

(i) in which any of the Parties are performing scheduled maintenance;

(ii) that result from a termination as described in of the Agreement;

(iii) that result from suspension due to overdue payments;

(iv) caused by factors outside of Widget Brain' reasonable control, including any *force majeure* event or Internet access or related problems;

(v) that result from any actions or inactions of customer or any third party on behalf of customer;

(vi) that result from customer's equipment, software or other technology and/or third party equipment, software or other technology, contracted by customer;

(vii) caused by customer's use of the Software in a manner inconsistent with the documentation or Widget Brain' guidance;

(viii) caused by customer's use of the Software after Widget Brain advised customer to modify its use of the Software;

(ix) attributable to acts by persons gaining unauthorized access to or use of the Software due to customer's failure to maintain and control security and access to the Software;(x) attributable to the acts or omissions of customer or its employees, agents,

contractors, or vendors, or anyone gaining access to the Software and/or the Support and Updates services by means of customer's credentials or equipment;

(xi) that result from the deployment or execution of Applications in the PaaS which, due to excessively complex or erroneous programming of said Applications, will not

consistently answer user requests successfully, with a predictable term, without errors or any sort, and without behaviors susceptible of consuming excessive resources from the underlying hardware or software, or causing contention in access to said resources.

Scheduled Maintenance of ALFA ([™]) and Algorithm Services

From time to time, Widget Brain reserves the right to perform maintenance interventions. These interventions update the ALFA Software to ensure you benefit from new capabilities and defect fixes.

In the event of Scheduled Maintenance:

- Widget Brain will use commercially reasonable efforts to notify Customers with at least 2 business days in advance.
- Widget Brain will notify all technical contacts associated with the company via email.
- Whenever possible, you are allowed to reschedule the maintenance task.

Scope of Widget Brain Support

Our Support Service Levels cover development and production issues of the Widget Brain Software, including:

- 1. Answering how-to questions regarding obtaining, installing and configuring the development environment and the run-time of ALFA ([™]) and the Algorithm services;
- 2. Suggesting best-practices for fitting the Widget Brain APIs in your IT landscape;
- 3. Answering questions regarding the ALFA engine and its architecture;
- 4. Troubleshooting issues with the algorithm monitoring & analytics workbench environment;
- 5. Troubleshooting unexpected behaviors of the Widgets, built-in APIs and supported components provided by Widget Brain with the Software;
- 6. Troubleshooting Widget Brain APIs while integrating with third-party systems using the Widget Brain Software;
- 7. Troubleshooting performance issues that can be linked directly to either:
- 8. a) a specific misbehavior of ALFA or
- 9. b) incorrect behavior of an Algorithm service;
- 10. On the ALFA platform, Performing system administration tasks such as algorithm onboarding and monitoring services.

Widget Brain Support does not include:

- 1. Developing code for you;
- 2. Debugging your applications;
- 3. Analyzing and troubleshooting the performance of your applications or your infrastructure;
- 4. Troubleshooting unexpected behaviors in community-developed components and APIs except if the API and its Algorithmic service is defined as Supported by Widget Brain;

Additionally, Widget Brain shall have no obligation to support:

- 1. Software installed on any hardware and/or interfaces that are not supported by Widget Brain;
- 2. Problems caused by Customer's negligence, abuse or misapplication or use of the Software other than as specified in the Documentation, in the Licensing Information or other causes beyond the control of Widget Brain.

Discontinuation of Older Software Versions

We provide regular Support and Updates for each Product and Software version:

- For a minimum of 2 years;
- As long as a valid Subscription exists; and
- Until Widget Brain discontinues such Software Version.

When a particular Software Version is discontinued, Widget Brain is no longer able to release updates to such version.

Customers with a valid subscription are still entitled to submit support requests for a discontinued Software Version, but:

- We will respond according to the usual support level and severity level;
- Our Problem resolutions will only include advice or workarounds;
- Our Problem resolutions will not include a Fix to any currently discontinued version;
- If a fix is required for proper resolution, Widget Brain can only provide such update for currently supported Versions;

Widget Brain Business Days

Monday through Friday except January 1st and December 25th.