

Service Level Agreement Talkwalker Platform

Version 3.3 (July 2017)

Contents

1. Introduction	3
2. Definitions	3
3. Criteria of Availability.....	4
3.1. Agreed Availability	4
3.2. Measurement of Availability and request times.....	5
4. Urgency Levels, Reaction and Error correction times.....	5
4.1. Definition of Urgency levels	5
4.2. Definition of Reaction and Error Correction Times.....	5
5. Excusable Outages	6
5.1. All disruptions and malfunctions for which Talkwalker or its subcontractors are not liable, such as	6
5.2. Maintenance measures if	7
5.3. Change Requests.....	7
6. Scope of Talkwalker Care Service & Escalation Procedures	7
7. Consequences upon Failing Agreed Availability	8

1. Introduction

This Service Level Agreement (SLA) intends to (i) define target levels of the Services provided by any relevant Talkwalker entity i.e. owned by Trendiction S.A. including Talkwalker Sàrl, Talkwalker Inc. and any new company (each individually as per the relevant Order Form “Talkwalker”), (ii) set up a mechanism for resolving any problems relating to the delivery of the Services and (iii) define the reporting arrangements that exist to assess the actual levels of service being provided. This SLA together with a valid Order Form and the Terms of Service form an integral part of the Contract and defines further details regarding the implementation, maintenance and support to be provided by Talkwalker to You for the duration of the Contract, as defined in the relevant Order Form.

2. Definitions

- Agreed Availability

Means the availability rate as defined in article 3.1. below.

- Error Correction Time (ECT)

Means the time period during Working Hours in which a notified malfunction has to be fixed. ECT depends on the kind of urgency level and starts as soon as the reaction time runs out.

- Excusable Outage

Means events during which the Services are functionally not available to You and which are exempt of overall availability measurements. The events qualifying as Excusable Outage are specified in article 5 of the Service Level Agreement.

- Force Majeure

Means the events as defined by the Luxembourgish civil Code/beyond reasonable control as applicable in the relevant territory, as well as contractually including but not limited to: failure of third-party telecommunications or others services, general or local unavailability of telecommunications or the internet network natural disasters, failure of provision of electricity, wars, government actions, fire, flood, act of God explosion, armed hostilities, acts of terrorism, strikes and blockade.

- Problem Solution

Means a state in which a notified malfunction has been fixed permanently and the Services are available again to You.

- Project

Means the specific project created on the Talkwalker platform by You as defined in any relevant Order Form validly executed.

- Reaction Time (RT)

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Support: support@talkwalker.com

Web: <http://www.talkwalker.com>

Means the period of time during which Talkwalker has to provide You with a diagnosis of an error report as well as a notification of the expected ECT sent by the providing a diagnosis of the error. The RT starts with date and time of the receipt of the error report by Talkwalker’s system.

- Scheduled Maintenance / Scheduled outage

Means the period of time during which the Talkwalker Services may be affected due to the necessary maintenance of the Talkwalker Platform. This Scheduled Maintenance usually occurs during the weekend (Saturday and Sunday).

- Target Time

Means the Total time minus allocated time during Excusable Outages

- Total Time

Means the sum of all hours in each respective calendar month (e.g. 31 x 24 = 744 hours for January).

- Workaround

Means the temporary restoration of a system configuration which no longer reflects the notified error and allows at least a restricted use of the Services.

- Working Days

Monday until Friday apart from Luxembourgish public holidays.

- Working Hours

Time during which Talkwalker shall work to repair errors.

For errors of Urgency Levels II and III, working hours are on Working Days from 9.00 am until 6:00 pm CET. (Europe) and 8:00 am until 9:00 pm EST (USA).

For errors of Urgency Levels I working hours are 24 hours on 7 days.

3. Criteria of Availability

3.1. Agreed Availability

In respect of the availability of the Services, the Parties agree upon the schedule as set out below:

Services Availability	Helpdesk Availability	Availability	Scheduled outage/maintenance
24/7/365	Monday to Friday: EUROPE: 09:00 am to 6:00 pm USA: 08.00 am to 9:00 pm	99% (Scheduled Maintenance being excluded)	Saturday & Sunday

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<p>Subject to the terms and conditions of this agreement, Talkwalker will provide access to the Talkwalker platform 24 hours a day, 7 days a week.</p>	<p>Talkwalker will provide routine helpdesk support via email to You weekly from Monday to Friday, except for public holidays.</p>	<p>Talkwalker will maintain a 99% uptime, excluded scheduled maintenance, for accessing the Talkwalker platform.</p>	<p>Scheduled outage / maintenance will take place during the weekend</p> <p>Scheduled outage / maintenance will be advertised at least 24 hours in advance by e-mail.</p>
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3.2. Measurement of Availability and request times

Talkwalker uses self-developed software to monitor and control its network, computer, retrieval, analysis and distribution systems.

Malfunctions are reported automatically and errors identified. The monitoring interval is 60 (sixty) seconds.

4. Urgency Levels, Reaction and Error correction times

4.1. Definition of Urgency levels

- Urgency level I: Total failure, the Services cannot be accessed or all data are not available
- Urgency level II: The Services can be accessed, but are severely impaired, e.g. complete parts of the coverage and/or data are not available or delays of more than 6 hours are met for the forwarding of relevant data
- Urgency level III: The Services can be accessed, but are mildly impaired, e.g., layout errors, delays in data dispatch, non-availability of subsets of coverage and data, individual data drops
- Urgency level IV: Classification and content extraction errors

Talkwalker’s Support Team will assign each error notification with an urgency level.

4.2. Definition of Reaction and Error Correction Times

Urgency level	Reaction time (RT)	Error correction time (ECT)
I	Less than 1 hour	2 working days

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II	Less than 2 hours	3 working days
III	4 hours during support team working hours	10 working days
IV	6 hours during support team working hours	More than 4 weeks

Errors are considered repaired and an error notifications will be closed after the state of Problem Solution has been achieved and You have been notified.

In the case of concurrent failures rated with the same urgency level by the support team, which cannot be taken care of at the same time, You and Talkwalker will, at Talkwalker' support team's initiative, discuss the prioritization of the resolution's scheme. Sequential error repair starts with the error that has been assigned the highest priority, immediately followed by the next highest error of the same urgency level.

5. Excusable Outages

Outages due to one of the following events set out in articles 5.1., 5.2. and 5.3. qualify as Excusable Outages.

The respective time periods will be subtracted from the Total Time and thus do not count for the Target Time. As a reminder, any unscheduled maintenance task having an impact on the operation should be notified to You.

5.1. All disruptions and malfunctions for which Talkwalker or its subcontractors are not liable, such as

- Unavailability or limited availability of Talkwalker's data center due to failures of networks or communication lines operated and/or controlled by third parties, such as leased lines and telecommunications between Talkwalker, its data centers and/or You.
- Disruptions of data/content transfer from Third Party Providers, as long as the disruption occurs outside of Talkwalker's sphere of control (i.e. banning of IP addresses, robots.txt barrier, change of data platforms terms and conditions, disrupted availability of the third party content provider platforms, suspension or termination of content provision by Third-Party Platforms, etc.).
- External network attacks.
- Any and all events of Force Majeure.
- Any measures serving to repair disruptions and malfunctions as stipulated above.

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5.2. Maintenance measures if

- Either occurring within the Scheduled Maintenance or,
- Occurring outside the defined Scheduled Maintenance after being announced at least 24 hours in advance, such as technical check-ups of the emergency power supplies or of the computer center’s infrastructure.

5.3. Change Requests,

If You have been notified concerning the possible impairment and the availability and has agreed to them.

6. Scope of Talkwalker Care Service & Escalation Procedures

6.1 Talkwalker provides 2nd level support, i.e. does not have direct contact with users, but only with the individuals who have been designated by You as being the dedicated recipient and processor of error notifications.

Talkwalker’s support team is available during the Working Hours. Outside these Working Hours, an emergency service is available only for Urgency Level I errors with specific conditions.

You shall notify Talkwalker of errors in general.

The following contact details serve You for notification of any error in the course of the Services.

	Your Services	Client management	Talkwalker senior management
	support@talkwalker.com	support@talkwalker.com	sm@talkwalker.com
Error notification	X		
1. escalation		X	
2. escalation			X

6.2 Reporting. Talkwalker has a proactive information process to contact and inform You in case of occurrence of urgency level I which will impact the Services. The same applies to (i) any material breach of security or a penetrating virus which can affect the quality of the Services or (ii) any propagation existing inside the Network or application of You, provided Talkwalker has been aware of it in due time.

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7. Consequences upon Failing Agreed Availability

7.1 In case of non-compliance with the Agreed Availability of more than an aggregated 6 (six) hours per calendar month, due to an event that does not qualify as Excusable Outage, You are entitled to request from Talkwalker the application of a certain discount of the applicable fees as detailed below.

It is agreed that only errors of Urgency Level I & 2 shall be deemed as a non-availability of the Services and entitle You to a discount as follows:

7.2 Discount calculation process: Should You not be able to access the Services due to Urgency Levels I and/or II only, not caused by an Excusable Outage, and request the application of the discount as defined herewith, Talkwalker will credit Your account as follows: for every 60 (sixty) minutes of consecutive minutes of non-compliance with the Agreed Availability per calendar month starting as of the beginning of the occurrence of Urgency Levels I or II above 6 (six) hours in aggregate per calendar month, Talkwalker will credit 0.5% of the monthly fees related to that Project back to the licensee up to a maximum of 50% of the monthly fees. For the sake of clarity, any potential additional hour of non-compliance with Agreed Availability below 6 (six) hours in aggregate per calendar month shall not be compensated. Also to be noted that the calculation mode of the non-compliance with Agreed Availability is reset automatically on the first day of the following calendar month.

In order to be compensated under this article 7, You must request by way of electronic mail addressed to support team and include the exact list of downtimes and Services/Projects affected, and their corresponding duration. Upon the receipt by Talkwalker support team, Talkwalker will proceed to a verification of this request based upon its own logs and will provide You with a final response within 10 (ten) business days. If Talkwalker concludes to an application of the discount mechanism, then Talkwalker will issue a credit note of the same amount together with the next invoiced to be issued.

7.3 In any event and in any circumstances, the maximum service credits that may be awarded to You by Talkwalker shall not exceed 50% (fifty percent) of the monthly Talkwalker fee as defined in the validly executed Order Form. Any further claims or requests based upon this Service Level Agreement due to decreased availability, including but not limited to claims for damages, are expressly excluded. In addition, requests for application of service credits shall be issued by You within 30 (thirty) days following the incident. Past this timeframe, non-requested service credits are deemed expressly waived by You. YOU UNDERSTAND AND AGREE THAT THE SERVICE CREDITS BE LIQUIDATED DAMAGES AND AN EXCLUSIVE REMEDY FOR THE NON-COMPLIANCE WITH THE SERVICE LEVEL AGREEMENT.

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