

Service Level Agreement

Human readable summary

The Service Level Agreement (“SLA”) set out below is provided to Customer in accordance with the Services purchased as set out in an Order. The Services are subject to the terms and conditions agreed to between the parties. Capitalised terms used but not defined in this SLA are defined elsewhere in the agreement.

1. Live Support Process

Depending on the specific Services that you receive, Supplier offers live support for users on business days during business hours. For the purposes of this SLA:

- a business day is any day that is not a Saturday, Sunday, Christmas Day, Boxing Day or New Year’s Day.
- a business hour is any hour between 07:00 – 01:00 UTC / 02:00 – 20:00 ET on a business day.
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For assistance with live support, Customer must file a support request with Supplier through the [Help Center](#) or by email to support@brandwatch.com. Customer must include a clearly written description of the problem, provide the email address that Customer is logged in with, and where applicable, include a URL to the affected Consumer Research Dashboard, ForSight Monitor, Vizia Deck or Saved Audience. Customer must also include any steps that it can reasonably identify that would allow Supplier to replicate the problem (a “Valid Support Request”). Following receipt of a Valid Support Request, Supplier will log the problem and provide Customer with a ticket ID number by email to track progress on the support request. Customer can manage requests by email or by using the [My Requests](#) section of the Help Center.

If any user contacts Supplier for any reason other than by filing a live support request via the process set out above, Supplier may refer that user to one of Customer’s admin users and/or to the Customer Success Manager.

2. Response Times

Supplier reserves the right to prioritise responding to support requests dependent on the Customers Consumer Research package or other product specified on the Customer’s Order.

Package or Product	Response time
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Enterprise Consumer Research package, ForSight	4 business hours
Premium Consumer Research package	6 business hours
Standard Consumer Research package, Audiences, Vizia	8 business hours

3. Resolution Times

Supplier reserves the right to prioritise resolution of support requests dependent on the severity of the issue identified and the impact on the Services to individual customers and the entire customer base.

Priority	Details of valid support request	Resolution Time
P1	<p>Consumer Research, ForSight, Audiences, or Vizia:</p> <ul style="list-style-type: none"> ● is unavailable ● users are experiencing significant data loss ● data security is severely compromised ● has a major functionality that is severely impaired ● is generally available and usable, but a significant portion of the application is unavailable, unreliable or otherwise impacting all users' critical business operations <p>“Major Issues” Supplier provides communications about Major Issues via the Status Page until resolution.</p>	1 business day
P2	Consumer Research, ForSight, Audiences, or Vizia:	20+ business days

	<ul style="list-style-type: none"> has a problem that significantly limits the functionality or impacts one or more users' business operations 	
P3	<p>Consumer Research, ForSight, Audiences, or Vizia requests for:</p> <ul style="list-style-type: none"> has a problem that does not significantly limit the functionality or impact users' business operations account/usage/feature information new features 	n/a

4. Service Availability

Service Name	Availability	How availability is measured
Consumer Research	99.5% per calendar month	Consumer Research availability is measured 24x7x365 by testing live queries from a remote test server, located outside of and remote to the production infrastructure. Availability is sampled every four minutes and is based upon the successful operation of all core analysis functionality (including login, project listing, categories listing, Query group and sitegroup listing, Mention retrieval, and Mention search).
Forsight	99.5% per calendar month	ForSight availability is measured 24x7x365 using New Relic Synthetics to ping status API endpoints on Supplier's web servers from locations around the world. This allows Supplier to monitor uptime as well as global response time. These status endpoints return a success response when functional, indicating all web and web-related services are up and running.

Audiences	99.5% per calendar month	Audiences availability is measured 24x7x365 by testing in the live production environment, every five minutes, the following functionalities: login, database, and search index access.
Vizia	99.5% per calendar month	Vizia availability is measured 24x7x365 by testing once per minute, from five separate geographical locations, the Vizia API, the Vizia Fallback Cache, and the Vizia Content Proxy.

The availability calculation for any Services set out above excludes scheduled and emergency maintenance, downtime of third party communications networks or other third party suppliers, as well as any disruption that constitutes an event of Force Majeure. Supplier may undertake emergency maintenance at anytime pursuant to an emergency.

Supplier tries to provide three business days advance notice of any scheduled maintenance via the [Status Page](#). Although Supplier tries to minimize disruption by scheduling maintenance between the hours of 23:30 on Saturday to 05:30 on Sunday GMT/BST, Supplier cannot guarantee this will always be the case.

[SLA statistics for ForSight](#)

[SLA statistics for Crimson Hexagon API](#)

5. Service Credits

If Supplier fails to meet the Availability for a given Service in a calendar month, Customer will be entitled to receive a service credit as follows:

Availability	% credit off of monthly fee for the relevant Service for which Customer receives a credit
at least 99.5%	0%
99%-99.49%	5%
98%-98.99%	10%

97%-97.99%	20%
93%-96.99%	30%
90%-92.99%	50%
less than 90%	100%

To receive a service credit, Customer must request the service credit in writing to Supplier within 15 days of the end of the calendar month in which the Availability service level was not met. Service credits are only applied to future invoices, unless Customer has paid all outstanding invoices. If Customer has paid all outstanding invoices, then Supplier will give Customer a refund in cash for the amount of the service credit within 30 days of Customer's request.