

## SAAS SUBSCRIPTION SERVICES / SERVICE LEVEL AGREEMENT

This SaaS Subscription Services/Service Level Agreement (“SL”) establishes the Service Levels required for the SaaS Services that Service Provider will provide to Customer during the Term of the Agreement. Customer will receive SaaS Services for all SaaS Services for which Customer subscribes under an Ordering Document. This SL will describe the Service Levels that Service Provider shall achieve or maintain.

### SERVICE LEVEL AGREEMENT

The SaaS Service is offered to you by Dig Insights Inc. Dig Insights Inc. (“Dig” or “Dig Insights”) owns and operates cloud-based market research software that tracks and analyzes data for product ideation, innovation testing and claims. The service is offered to you by Dig Insights Inc., registered owner of the Upsiide trademark. For the rest of this text, Upsiide will be used, but it is understood that Upsiide is part of Dig Insights Inc.

This SL is supplemental to the general [Upsiide terms and conditions](https://diginights.com/wp-content/uploads/2024/07/Upsiide_TermsandConditions.pdf) found at [https://diginights.com/wp-content/uploads/2024/07/Upsiide\\_TermsandConditions.pdf](https://diginights.com/wp-content/uploads/2024/07/Upsiide_TermsandConditions.pdf) as if those terms and provisions were contained herein. These terms are subject to change at Upsiide’s discretion so the service levels and procedures set out herein should be reviewed by you from time to time.

#### I. SERVICE DESCRIPTION

The SaaS Service, (provided via Dig Insights’ Upsiide) will host your Upsiide core application, including optional apps and add-ons provided by Upsiide, as well as all generated data and databases, and will be provided twenty-four (24) hours per day, seven (7) days per week in accordance with the Service Levels set out below.

#### II. SERVICE LEVELS

**Planned Service Outages:** Planned Service Outages include planned maintenance events, releases, and updates. You will be provided with no less than twenty-four (24) hours advanced notice for Planned Service Outages.

**Unplanned Service Outages:** Upsiide will endeavor to give as much notice as reasonably possible for Unplanned Service Outages. Unplanned Service Outages do not include Planned Service Outages, degraded performance, factors outside of Upsiide’s control including any force majeure events, failures of the internet, misuse of Service by users, or fulfillment of regulatory requirements.

**Service Uptime:** Outside of Planned Service Outages, the SaaS Service shall have an availability of ninety-nine point five percent (99.5%) in an annual billing cycle.

Customers may visit the Upsiide Status Page at anytime to view the currently platform status, health, and upcoming Planned Service Outages, if applicable.

Status Page URL: <http://status.upsiide.com>

#### III. SUPPORT SERVICES

##### i. Contact and response times

Upside customers may contact Upside Support anytime. Upside Support is typically staffed Monday-Friday (excluding statutory holidays) between the hours of 9am and 5pm Eastern Time via the following:

Upside helpdesk: [support.upside.com](https://support.upside.com)

Email: [support@upside.com](mailto:support@upside.com)

During Support Hours Upside will provide Customer with such technical support, to resolve Customer's difficulties and queries using the SaaS Service, hereinafter referred to as the "Service Request". Upside will NOT provide technical support for failure of the SaaS Service to conform to the Service Levels, failure to perform as specified in any specification or regarding methodologies and the interpretation of results. For further support hours past the monthly allotted support time or for issues not covered by technical support, Upside will charge the Customer at the hourly rate that Upside sets and communicates to the Customer prior to time being charged.

## ii. Technical response times

Upside will provide a Technical Response to a Service Requests received from the Customer. The time allocated to delivery of the Technical Responses shall be measured from the time of receipt of the relevant Service Request by Upside during Support Hours. On receipt of the Service Request, the Service Request will be assigned a "Priority" where the Priority is a measure of the severity of the situation. The "Technical Response Time" will depend on the Priority as outlined in the following table:

Category	Definition	Response Time	Resolution Time
1	Service is not available for use or a significant proportion of the contracted functionalities are not available.	Within 1 hours	Within 4 hours
2	One or more critical elements of the Service have ceased to respond completely or respond extremely slowly. No workaround is available.	Within 24 hours	Within 48 hours
3	One or more critical elements of the Service have ceased to respond completely or respond extremely slowly. A workaround is available.	Within 48 hours	Within 72 hours
4	One or more non-critical elements of the Service have ceased to respond completely or respond extremely slowly.	As Upside determines in its sole discretion	Best effort

In the event that Upside does not provide a workaround or a correction in the allotted Technical Response Time for a Category 1, 2 or 3 Service Request, Upside will continue to work to correct the issue each day during the week for a Category 1 issue or during Support Hours for a Category 2 or 3 issue. In the event that Upside provides a workaround, Upside will work to correct the issue as set out in the terms in the previous sentence until such time as a correction is provided. Upside will give updates to Customer as and when appropriate for the Category of the Service Request. Upside will work to resolve Service Requests on a 'best-efforts' basis at all times.

### iii. Escalation process

To resolve Customer Service Requests as quickly as possible, Upside will use a three-level process based on the severity of the issue. Escalation up the technical support chain is Upside's responsibility and will be initiated only when a Service Request has NOT been resolved within the Technical Response Time. The resolution process is described in the following matrix:

Escalation	Responsibility	Escalation times for service request categories			
		Category 1	Category 2	Category 3	Category 4
Level 1	Customer Support Personnel	60 minutes	60 minutes	2 hours	2 hours
Level 2	Customer Support Specialist	2 hours	2 hours	4 hours	24 hours
Level 3	Software Engineer	4 hours	8 hours	12 hours	48 hours

### iv. Exceptions

Upside will not be responsible for correcting a Service Request arising from any of the following:

- Problems resulting from any modifications of the SaaS Service made by any party other than Upside.
- Incorrect use of the SaaS Service; or to the extent the relevant environment is not within Upside's control.
- Any fault in the equipment or in any programs used in conjunction with the SaaS Service.

The Technical Response Times for Category 1 and 2 Service Requests as set forth in the section above, will be extended by the length of any delay in the time to fix issues attributable to any acts or omission of Customer or any of its employees, agents or subcontractors. Upside will also charge the Customer, at its sole discretion, for the time required to resolve problems as a result of the Customer's

actions, the fees of which will be determined by Upside and communicated to the Customer for acceptance prior to work being carried out.

#### **v. Service limits**

Upside will not be responsible for:

- Responding to requests for assistance for anyone other than Customer's named and designated representatives.
- Supporting any 3rd party software or technology (unless said technology has been provided by Upside as part of the SaaS Service).

#### **IV. HOSTING AND DATA**

Data is backed-up regularly and stored by Upside and its third-party service providers, in accordance with our Privacy Policy, Security Protocols and Master Service Agreement.

#### **V. SANDBOX ENVIRONMENT SERVICE LEVEL**

If activated and applicable, the Sandbox Environment will be provided twenty-four (24) hours per day, seven (7) days per week with no guarantee of Service or Uptime.

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