

1. Service Level Introduction

1.1 Client can use the CM.com Platform features, CM.com software and CM.com Services to communicate with its customers. For example by using SMS, E-mail, other (OTT) Messaging Channels & Voice. Client can complete and personalize its customer journey with platform features such as Sign, Ticketing, Identification & Data.

1.2 CM.com will make the CM.com Platform, Software and Services available to the Client and will deliver messages and phone calls from the Client as fast as commercially possible to handsets of users, provided that these handsets are able to receive the messages and phone calls. However, due to factors beyond its control, CM.com cannot guarantee timely nor final delivery to the handset. The CM.com Platform is supported by CM.com's in-house Network Operations Center, 24/7.

1.3 Client can also implement CM.com's Conversational Commerce products and build and optimize programmatic communication at scale. With the Communication and Platform API's the Client can easily add all of the Conversational Commerce solutions to its business in a scalable way.

1.4 Providing an online infrastructure for communication and payments comes with great responsibility. The provisioning, development, implementation and operation of the messaging platform and voice platform has been granted several (ISO) certificates. Our compliance with Quality Management (ISO 9001), Environmental Management (ISO 14001), Information Technology Service Management (ISO/IEC 20000-1) and Information Security Management (ISO/IEC 27001) is confirmed by internationally recognized certificates.

1.5 As a responsible processor and a responsible controller, CM.com has embraced the principles that lie at the base of the GDPR. Moreover, we regularly revisit them to assure our compliance. We have all necessary tools in place to conform to the principle of accountability. Some examples are: Privacy by design, a data controller register, data processor registers, and our specific Data Privacy Impact Assessment (DPIA). We follow data privacy principles in the development of all our services. CM.com ensures that we provide you with a service that is compliant, and takes into account the latest regulations, techniques and functionalities in mobile messaging, voice, payments and digital identification.

2. Support

2.1. Service interruptions must be reported to the Support team via the supported channels in the package as purchased by the Client:

Basic:

- Email (support@cm.com)
- Business hours

Advanced:

- Email (support@cm.com)
- Chat (Whatsapp, Apple Business Chat) to +31 (0)76 572 7000
- Telephone (number provided to Client)

- *Business hours*

Pro:

- *Email (support@cm.com)*
- *Chat (Whatsapp, Apple Business Chat) to +31 (0)76 572 7000*
- *Telephone (number provided to Client)*
- *24/7*

2.2. In addition, there is a dedicated status page <https://status.cm.com> where information is shared in relation to incidents, outages and planned maintenance. The Client may subscribe to notifications via SMS, email or RSS feed.

2.3. If a service interruption or outage is detected, it is advised to first consult the status page before contacting CM.com

3. Availability

3.1. If Client is connected in a redundant way to the CM.com Platform (primary & secondary connections), CM.com will use reasonable endeavors to ensure that during each calendar year the CM.com Platform and Software Solutions (including Mobile Marketing Cloud, Mobile Service Cloud, Sign) have an availability of 99,99%.

3.2. If Client is connected to a single gateway of the CM.com Platform (thus effectively only to a primary gateway), CM.com will use reasonable endeavors to ensure that during each calendar year the gateway has an availability of 99,8%.

3.3. CM.com will notify Client in advance of any planned maintenance activities that may affect the quality and performance of the Platform and/or Services . In case of un-planned and/or emergency maintenance, CM.com shall provide as much advance notice to Client as is reasonably practicable.

3.4. CM.com shall use its reasonable endeavors to conduct maintenance under this paragraph so as to minimize adverse impact on the business of the Client.

4. Target Response Times & Target Maximum Fix Times

4.1. CM.com will classify failures to the Service as follows:

Severity I. Client is completely unable to connect to the CM.com Platform and/or use the CM.com Services;

Severity II. The CM.com Platform is accessible and Services are usable, but either messages are not delivered in accordance with the Agreement or Services are unusable by a substantial proportion of users.

Severity III. All Failures, other than those referred to in Severity I-II above, which result from any act or omission on the part of CM.com.

Failure Severity	Target response time	Target Maximum Fix Time	Progress Reports
I	30 minutes	4 hours	Every 60 minutes until resolution
II	1 hour	8 hours	Every 4 hours until resolution
III	4 hours	1 day	At resolution or as agreed for specific Failure

5. Refund conditions

5.1. If CM.com shall fail to meet any service level specified in this Service Level Agreement, the Client's sole remedy is for CM.com to use reasonable endeavors to correct such failure in future deliveries of the affected Service as mentioned in the Agreement.

5.2 Notwithstanding section 5.1 of this Service Level Agreement, the following events shall entitle the Client to a refund of the monthly subscription costs:

(a) more than 3 Severity I Failures are properly reported by the Client within 28 consecutive days, which are a direct result of a failure caused by CM.com; or

(b) more than 5 Severity II Failures are properly reported by the Client within 28 consecutive days, which are a direct result of a failure caused by CM.com and adversely affect at least 25% of the Client's messages sent under the relevant Service.