

## SMARTASSISTANT PROFESSIONAL SERVICES TERMS AND CONDITIONS

### 1. OBJECT OF THE TERMS AND CONDITIONS

**1.1** The object of these SMARTASSISTANT Professional Services Terms and Conditions ("**T&C**") are terms and conditions applicable to Our Professional Services and Software Development regarding the SMARTASSISTANT platform as defined in these T&C.

**1.2** The T&C will become effective upon signing the Order Form in which Our Professional Services have been ordered.

**1.3** We deliver Our Professional Services solely under the conditions defined in these T&C which form an integral part of every purchase of the Professional Services by You even without express reference thereto. In addition to these T&C, the provisions of the SMARTASSISTANT Software License Agreement ("**Agreement**") apply. Any provisions which amend or alter these T&C or the Agreement shall only be valid if they have been expressly accepted in the Order Form in writing.

### 2. DEFINITIONS

"**Professional Services**" mean any services, including strategy and consultation, project management, data cleaning/integration, advisor configuration, design, front-end implementation, excluding software development provided by Us to build and optimize Your Product Advisors as specified in these T&C and in the Order Form.

"**Software Development**" to build / optimize Your Product Advisors is not obligatory. In the event that any development effort is necessary (e.g. for implementing a data web-service or for creating custom features), We will provide You with a written offer.

"**Monthly Costs**" mean the monthly costs for each Product Advisor as described in the Order Form.

"**Set-up Costs**" mean the set-up costs as described in the Order Form.

### 3. SCOPE OF THE PROFESSIONAL SERVICES

**3.1 Set-Up and Implementation of Product Advisors.** We will provide You with the set-up of data interfaces, design, and implementation of Product Advisors to the extent defined in the applicable Order Form and according to the workflow as described in section 6.

**3.2 Information about changes.** You shall be informed by email about any planned change and/or optimizations of Your Product Advisors three working days prior to the implementation of the alteration to Your processes, unless We have to implement such changes due to an emergency.

**3.3 Service Level, Maintenance, Support and Optimization.** We will provide You with the continuous Service level as specified in the Service Level Agreement in Exhibit C1 as well as maintenance, support and optimization of Your Product Advisors to the extent defined in the Maintenance and Support Services Agreement in Exhibit C2.

**3.4 Additional Services.** If You deem an adaptation or individualization of Your Product Advisors necessary, We will upon Your request and to the extent reasonably possible submit an offer for providing such additional services, including an estimate of the time required to implement such changes, any variation to the Set-up Costs and Monthly Costs arising from such change, and any other impacts of the change on our contractual relationship. Any change orders, including additional services, changes to Your Product Advisors, shall be agreed upon in writing and shall be signed by the authorized representatives of the parties. These T&C and its exhibits shall apply to change orders as well, unless otherwise explicitly stated in the change order. We are providing such additional services with reasonable skill and care without guarantee of fulfillment of specific requirements.

#### 4. YOUR OBLIGATIONS

**4.1 Cooperative actions.** You shall undertake all cooperative actions reasonably required or requested by Us in a timely manner and at Your own cost and provide all necessary access to such information as may be required or requested by Us.

**4.2 Fulfillment of technical requirements.** You shall ensure that all technical requirements regarding set-up, maintenance and optimization of Your Product Advisors as listed in these T&C are fulfilled.

**4.3 Required data.** You are responsible for the provision and maintenance of data and other information necessary to implement and optimize Your Product Advisors as outlined in section "Product specific terms SMARTASSISTANT Professional Services" in the Order Form. This can include the obligation to provide the following data:

a) Online offer data: product name, price, deep-link to the product detail page, picture link and optionally product category and sub-category, EAN-Code, manufacturer-ID, availability, delivery time, consumer ratings, recommended retail price, margin indicator, best-seller-information, return-rate and further information which shall be displayed within Your Product Advisors or which shall be used to influence the ranking of offers within Your Product Advisors, unless otherwise specified in the applicable Order Form.

b) Point-of-sale offer data: product name, store specific price, store specific availability, picture link and optionally product category and sub-category, EAN-Code, manufacturer-ID, availability, consumer ratings, recommended retail price, margin indicator, best-seller-information, return-rate and further information which shall be displayed within Your Product Advisors or which shall be used to influence the ranking of offers within Your Product Advisors, unless otherwise specified in the applicable Order Form. Optionally the data can also contain information about the product placement (e.g. shelf-number) within the store, unless otherwise specified in the applicable Order Form.

c) Product data: product category specific information about features and functions of products like for example brand, color, weight, size. The data has to include all product features which are required to create a Product Advisor within the corresponding product category, unless otherwise specified in the applicable Order Form. The data has to include a unique product-ID which allows Us to match the products to Your online offer data and/or Point-of-sale offer data.

d) Advisor performance data: unless otherwise specified in the applicable Order Form You shall on a monthly basis provide Us for optimization purposes with the following information:

- the number of products added to the shopping cart by End Users per advisor category after making a click-out from the Product Advisor;
- the number of products purchased by End Users per advisor category after making a click-out from a Product Advisor;
- the order-value per Product Advisor.

e) Product category performance data: unless otherwise specified in the applicable Order Form You shall on quarterly basis provide Us for optimization purposes with the following information:

- the total number of Advisor Starts by End Users in the product categories where Product Advisors are integrated;
- the average conversion rate of visitors of the product categories where Product Advisors are integrated.

**4.4 Data format.** You shall provide the data in the form as outlined in section “Product specific terms SMARTASSISTANT Professional Services” in the Order Form. Your obligation as outlined in the Order Form to provide Your data in a specific form may include one or more of the following formats in a continuously updated form:

- CSV-File: the data shall be provided in a CSV (comma separated values) format;
- XML-File: the data shall be provided in a XML (extended markup language) format;
- Web-Service: the data shall be provided via Web-Service / API (Application Programming Interface).

**4.5 Structure of data.** You shall provide the data in structure and standard as outlined in section “Product specific terms SMARTASSISTANT Professional Services” in the Order Form. Your respective obligation as outlined in the Order Form may include one or more of the following:

- highly structured and homogenous: unless otherwise specified in the applicable Order Form You shall provide one separate file per product category if Your data is provided in CSV- or XML-format according to section 4.4. Your data shall not contain any accessories or other products not related to the Product Advisor category or shall contain a categorization attribute which allows Us to clearly identify related and non-related products. Each attribute (column of CSV-File / attribute of XML-File / attribute of Web-service) shall only contain one text, numeric or Boolean (true/false) value per field and shall only refer to one and the same attribute within all products. All text values shall be homogenous. Numeric attributes may contain units of measurement. (Examples for highly structured and homogenous data: Screen size = “12,1” or “14 inch” or “17,2” / USB 2.0 = “true” or “false” / Number of USB 2.0 = “1” or “2” or “3” / Device = “DVD-ROM” or “DVD/CD-RW” or “DVD+-RW” or “none”).

- semi-structured data: unless otherwise specified in the applicable Order Form You shall provide Us with data in a form where attributes (column of CSV-File / attribute of XML-File / attribute of Web service) shall contain information about one group of features like in the data example transmitted by You to Us prior to entering into this Agreement, or if not applicable, like displayed on Your website. If the features are not described in a homogenous way We cannot accept any responsibility for accuracy and completeness of the extracted product data, however based on the available resources We might perform the data cleansing services with best effort.

- unstructured data: unless otherwise specified in the applicable Order Form You shall provide Us with data in a form where parts of the product information is provided in free-text like in the data example transmitted by You to Us prior to entering into this Agreement, or if not applicable, like displayed on Your website. If the features are not described in a homogenous way We cannot accept any responsibility for accuracy and completeness of the extracted product data, however based on the available resources We might perform the data cleansing services with best effort.

**4.6 Alteration of Data Form and Structure.** An alteration to a form or structure of data transfer is permitted only with Our written consent. However, it is possible to add or delete product features within the respective product categories at any time at no additional costs. If a change of the format and/or structure is deemed to be necessary, We will upon Your request submit an offer for the performance of the adaptation of the data interfaces, any variation to the Set-up Costs and Monthly Costs arising from the change, and any other impact of the change on the terms of our contractual relationship.

**4.7 Responsibility for data.** You bear full responsibility for the accuracy and currency of Your data as well as for compliance with the requirements agreed in the Order Form. We will use the most recent version of Your data which comply with the requirements. We shall not be responsible for any delay or defect in performance which result from Your failure to fulfill Your obligations to cooperate. In this case, any agreed time schedules shall be extended accordingly.

**4.8 Translation of Product Advisors.** Our Services may include the provision of Your Product Advisors in a language / languages different to English or German. In such a case a translation of the content of the Product Advisors is required initially during the set-up and on ongoing basis after every adaptation of the Product Advisor. Unless otherwise specified in the applicable Order Form, You will get access to a translation back-end-tool where You need to perform the translation of

the Advisor Process or its respective changes within 10 working days during the set-up phase and within 5 working days after the setup phase upon request by Us.

## 5. OUR OBLIGATIONS

**5.1 Performance of Services.** We are obliged to perform the Professional Services in accordance with the specifications outlined in the Order Form with reasonable skill and care.

**5.2 Information about requirements.** We will inform You about the technical requirements of Our Professional Services in order to ensure compatibility with Our software and hardware.

**5.3 Update of Your data.** Unless otherwise specified in the Order Form, We will update Your data provided for the Product Advisors (i) once per day for Product data according to section 4.3 and (ii) several times per day for offer data according to section 4.3.

**5.4 Use of data.** Your data will be added to Our own databases and controlled by Us. Your data will be stored in a secure section on Our servers. Unless otherwise specified in the applicable Order Form this data will be used exclusively for fulfillment of our contractual relationship and no other person, entities or applications shall be given access to this data.

## 6. WORKFLOW FOR SET-UP AND IMPLEMENTATION

**6.1** We will set-up and implement the Product Advisor as described in the following provision and according to the Schedule in Exhibit C3.

**6.2 Data set-up.** Based on the information provided by You We shall implement the data interfaces and data retriever applications so that Your offer and product data is made available in the required form within the SMARTASSISTANT platform.

**6.3 Design.** Provided that it is technically possible and feasible to match the corporate design and provide a seamless integration of the Product Advisor into Your website, online or mobile shop or application, the design of the Product Advisors will be created according to guidelines provided by You to the extent defined in the applicable Order Form. The design may be created in various ways: the Product Advisor can be integrated (i) via inline frame (I-Frame), (ii) via Overlay or (iii) via pop-up window. It is also possible to combine the design forms (i.e. the advisor process through I-Frame and the product comparison through pop-up window). The integration method has to be selected in the Order Form.

**6.4 Prototype.** Based on the data and information provided by You, We will create a prototype of Your Product Advisor.

**6.5 Workshop or Teleconference.** If explicitly agreed on in the applicable Order Form a workshop or teleconference will be held between You and Us to present and review the prototype.

**6.6 Feedback-Iteration.** If not otherwise defined in the applicable Order Form You have to request changes and pass errors and comments by email to Us within 5 business days after receiving the prototype.

**6.7 Adaptation.** Provided that change requests are within the technical possibilities of the SMARTASSISTANT platform and can be implemented within available resources, We will implement the respective adjustments within a reasonable time

frame. Texts that contain explanations and info texts for the advice process can be integrated into the process once received from You in a collective form.

**6.8 Additional functions.** In case additional functions are requested which are not within the scope of the technical possibilities of the SMARTASSISTANT platform, if possible We will upon request submit an offer in accordance with section 3.4.

**6.9 Acceptance.** Upon completion of the Product Advisors, You are responsible to check each Product Advisor before integrating them into Your productive environment. Any reporting of potential bugs and errors shall be communicated to Us pursuant to section 6.6. In any case, by integrating Product Advisors into Your website, online or mobile shop or application You declare the Product Advisor to be bug free and accepted.

## 7. FEES AND PAYMENT

**7.1 Set-up Costs.** 50 % of the Set-up Costs will be charged upon signature of the Order Form, the remaining 50 % after completion of the Product Advisors.

**7.2 Monthly Costs.** All other costs for Professional Services shall be paid on a monthly basis. We will start to invoice the Monthly Costs starting with the acceptance date of the provided Product Advisor according to the Schedule in Exhibit C3.

**7.3 Payment.** You shall pay the fees for purchased Professional Services within 30 days net upon issuance of the invoice, unless otherwise specified in the applicable Order Form and according to the payment method agreed upon in the Order Form. If the set-up and implementation of the Product Advisors is delayed due to Our fault, the billing will be postponed accordingly.

## 8. WARRANTY

**8.1** You will be provided with the prototype of the purchased Product Advisor in the course of the implementation process. Any necessary adaptations, errors or bugs We will be informed about during the set-up and acceptance procedure as set out in section 6.6 will be circumvented or, if possible, removed within a reasonable time frame. However, We do not grant any warranty for any errors and bugs established after Your acceptance as set out in section 6.6. Such errors and bugs will be removed within the purchased maintenance services to the extent covered by the applicable terms.

**8.2 Disclaimer.** Except as expressly provided herein and to the highest extent permitted by applicable law We make no express or implied warranties of any kind with regard to Our Services.

## 9. EXHIBITS

The following exhibits to the T&C are hereby incorporated into and deemed integral part of the T&C and all references to the T&C will include the exhibits to the T&C:

**Exhibit C1** (Service Level Agreement)

**Exhibit C2** (Maintenance and Support Services Agreement)

**Exhibit C3** (Standard Schedule)



## Digital Advice with a *Human Touch*

These T&C were last updated on December 3rd 2018. From time to time We may update the content of the T&C and its exhibits. Any modifications of the provisions of these T&C will be sent to You. Upon receipt, they shall become effective unless You object in writing within four weeks after receipt. In the case of an objection, the original T&C shall remain unaffected.

## **SERVICE LEVEL AGREEMENT**

**1. Service Availability.** The Product Advisor is available 24 hours a day, each day of the year. We shall provide 99 % uptime service availability level (Uptime Service Level) unless otherwise specified in the applicable Order Form.

**2. Service Level Measurement.** To ensure continued service availability of the Product Advisors, performance will be continuously supervised according to the agreed service level as set out in section 1 of this exhibit.

**3. Agreed Down-time.** Agreed down-time is the period at which the network is not available:

- a) During maintenance events or due to agreed emergency maintenance, for maximum four hours per calendar month;
- b) Due to problems that occur due to the telecom or internet service of You or Your designated user(s);
- c) Due to force majeure; and
- d) Due to actions or inactions of You.

## MAINTENANCE AND SUPPORT SERVICES AGREEMENT

**1. MAINTANANCE SERVICES.** Maintenance services include all diagnosis, error corrections (Error Recovery), software updates and those upgrades limited to improvements of Product Advisors.

**2. DEFINITION OF ERRORS.** Errors in this connection include, but are not limited to the following:

**2.1. Definition of an outage.** An outage is considered to occur when a Product Advisor does not deliver the expected response within a maximum of 10 seconds. The expected response is:

- A page displaying questions after the Product Advisor is opened;
- The following page is displayed when the “next” button is clicked;
- The previous page is displayed when the “previous” button is clicked;
- The relevant page in the advisor is shown when clicking on a link in the navigation;
- The results page is shown when “results” is clicked.

**2.2. Definition of a data error.** A data error occurs when the data provided by You is not fully processed by Us. This is the case if less than the minimum coverage of the products, which are listed in Your data file, are displayed in Your Product Advisor. The minimum coverage depends on the structure of Your product data agreed on in the relevant Order Form as outlined in section 4.5 of SMARTASSISTANT Professional Services Terms and Conditions:

- highly structured and homogenous data: 97 %;
- semi-structured data: 75 %;
- unstructured data: 50 %.

To guarantee this You ensure that all relevant product attributes and data are supplied in the required structure and format.

**2.3. Definition of a logic error.** A logic error occurs when the structured data supplied by You are not processed correctly by Us. This is the case when relevant criteria are not linked to a product, although the product would fulfill them. Furthermore, a logic error occurs when the navigation logic does not correspond with its intended use as agreed between Us and You during the implementation process.

**2.4. Definition of a design error.** A design error occurs when the layout of the Product Advisor does not correspond to the agreed standard.

**3. ERROR RECOVERY TIME.** The Error Recovery time commences upon the notification of the error by You.

Outage	4 hours
Data error	8 hours in the Business Hours
Logic error	8 hours in the Business Hours
Design error	8 hours in the Business Hours





**3.1. Notification.** We shall notify You as soon as possible after We become aware that We will not be able to meet the Error Recovery time specified in the table above.

**4. CONTACT IN CASE OF ERROR.** You shall report errors during the Business hours via:

Telephone	+43 1 890 53 18-0
E-Mail	support@smartassistant.com

**4.1. Unavailability via phone.** In cases of unavailability via telephone, You shall report errors per e-mail.

**5. MANAGEMENT OF INTERFACES.** We are dependent on other internal groups within Your organization (i.e. help desk, data base services, etc.), and external vendors in providing application support services to You. You will manage the interface into those vendors as it relates to the provision of services under this Agreement.

**6. MAINTENANCE EVENTS.** Maintenance events refer to the time period when We perform scheduled error corrections or system updates to the network or software.

**6.1. Maintenance interruptions.** Maintenance of the product that might require interruption of the Product Advisor shall be performed during hours as specified in Table A in Exhibit B.

**6.2. Communication of maintenance events.** Maintenance events will be communicated to You at least 7 days in advance by Us.

**6.3. Emergency maintenance.** Emergency Maintenance can take place at any time at Our discretion.

**6.4. Announcements about maintenance work.** Announcements about required maintenance work will be sent to the E-mail address provided by You for this purpose.

**6.5. Avoidance of unscheduled downtime.** We shall use all reasonable endeavors to avoid unscheduled downtime for maintenance of the Product Advisors.

**6.6. Maintenance work caused by You.** Should maintenance or service work be required by Us, which occur due to the fault of You, We can charge You for this work.

## SMARTASSISTANT STANDARD SCHEDULE

The schedule for the set-up and implementation of the ordered Product Advisors as outlined in the applicable Order Form is set as follows:

<b>Milestone</b>	<b>Description</b>	<b>Responsibility</b>	<b>Deadline (Calendar days after the start of project)</b>
<b>Start of the project</b>	Date according to the applicable Order Form	We	Day 0
<b>Provision of data</b>	You provide us with information as outlined in the Order Form	You	Day 3
<b>Set-up of data interfaces</b>	We perform the set-up of the data interfaces	We	Day 20
<b>Submission of prototype</b>	We develop the prototype	We	Day 30
<b>Provision of feedback</b>	You provide Us with Your feedback and change requests	You	Day 35
<b>Submission of the Product Advisors</b>	We will provide You with links to Your Product Advisors	We	Day 40
<b>Acceptance</b>	Acceptance of the Product Advisors	You	Day 43
<b>Integration</b>	You can integrate the Product Advisors into Your website or online shop	You	Day 43