



Wizdom Service Terms

License, Hosting, and Technical Support

WIZDOM SERVICE TERMS

1 WIZDOM SUBSCRIPTION AGREEMENT

Together with an Order Form these Wizdom Service terms form a legal agreement (Agreement) between the end-user customer (Customer) and LiveTiles Corporation.

The Agreement regulates the Customer's right to use the Wizdom product and obtain technical support from LiveTiles.

If you do not agree to these Wizdom Service Terms, do not install and/or use the Wizdom product. Except as expressly stated in the Agreement, nothing contained in any other communication between the Customer and LiveTiles shall in any way modify or add to the terms and conditions contained in this Agreement.

Definitions

Order Form is the order form signed by the Customer showing the products they purchased and the subscription term.

For North American based customers LiveTiles is LiveTiles Corporation, the legal party of this Agreement.

For EMEA (Europe, Middle East and Africa) based customers LiveTiles is LiveTiles Ireland, the legal party of this Agreement.

For APAC based customers LiveTiles is LiveTiles APAC, the legal party of this Agreement.

Wizdom or Wizdom product is the standard software product licensed under this agreement.

Wizdom solution is the specific instance of the Wizdom product and selected add-on products that implements the Customers IT solution.

2 PRODUCT LICENSE

With a Wizdom Subscription, LiveTiles grants the Customer a non-exclusive license to use the Wizdom product subject to the terms set out in this Agreement. The license to the Wizdom product will be activated by license keys that allow use of the Wizdom product.

The Wizdom product will be available at the subscription start date as stated in the Order Form.

If the "MS Teams" license model is selected the Wizdom product can only be used from the MS Teams client (desktop or web client). For use with SharePoint the "Full" license must be selected.

3 NUMBER OF USERS AND ENVIRONMENTS

The Wizdom subscription for the production environment (the base or primary environment) is an enterprise subscription. Therefore, the Wizdom subscription must include all users in the Customer's organization with an Office365 license, or for on-premise installations all users with a SharePoint license.

If the number of users changes this shall be communicated to LiveTiles in writing.

It is the Customer's responsibility to inform LiveTiles if the Customer's subscription(s) needs to be adjusted due to a change in number of users with an Office365 license or a SharePoint license.

In addition to the license for the production environment the subscription may include a number of additional environments – e.g. for test purposes. These extra environments are licensed at a flat rate independent of the number or users. A Customer cannot license a test environment without a production environment. A maximum of 100 users may use a test environment. For test environments LiveTiles cannot guarantee production grade performance.

Alteration of the subscription to include more users or more environments can be carried out at any time. The increased subscription fee will be invoiced pro-rata up until the next invoicing term. The subscription fee for the following invoicing term will include the adjusted number of users and environments.

Alteration of the subscription to include fewer users or fewer environments can be changed with one month's notice before a new invoicing term. The subscription fee for the following invoicing term will include the new number of users and environments. Such change of subscription to a lower level shall not give cause for a refund for any Wizdom subscriptions already invoiced.

4 PRODUCT WARRANTY AND MAINTENANCE

LiveTiles warrants that the Wizdom product will perform substantially in accordance with the Documentation.

Errors in the Wizdom product will be corrected and released with general improvements in future versions of the Wizdom product. The Customer's Agreement includes access to the newest released version of the Wizdom product

LiveTiles will seek to ensure compatibility between Wizdom versions, but LiveTiles cannot warrant that new versions of the Wizdom product are compatible with customer-specific customizations and integrations.

LiveTiles cannot provide warranty coverage for problems caused by defects changes in products that LiveTiles has not delivered and are unable to correct. Problems caused by errors, limitations and changes to functionality and interfaces in Microsoft software (Windows, SharePoint, Office 365, browsers, etc.), as well as errors in custom developed or customized software, shall, therefore, not be covered by the Wizdom product warranty.

5 TECHNICAL SUPPORT

LiveTiles will provide technical support to the extent of the service level (SLA) selected by the Customer as specified in the Agreement between the Customer and LiveTiles.

5.1 SCOPE

The support agreement covers all assistance related to the Customers Wizdom solution, but the focus is the Wizdom SaaS service, the Wizdom standard product and customizations and integrations delivered by LiveTiles.

For support cases related to other part of the Wizdom solution – such as IT infrastructure, IT systems or customization and integrations not delivered by LiveTiles, LiveTiles will use all commercial reasonable effort to support the Customer but will need assistance from the Customer to work with the suppliers of such other parts of the solution. Ultimately LiveTiles may refer the Customer to the original supplier of such other part of the solution for handling the support case.

5.2 CRITICALITY

Service requests are categorized in three levels of criticality as described in the table below.

Incidents covering a defect in the Wizdom product or customizations and integrations delivered by Wizdom are categorized as Critical, Major or Minor as described below.

All other service requests are categorized as minor.

Incident criticality	Description
Critical	The Wizdom service is down or central parts of the functionality is not available for the majority of the users.

Major	Central parts of the functionality it not available for some users.
Minor	All other incidents.

5.3 SERVICE LEVELS (SLA) AND RESPONSE TIME

The guaranteed response time depends of the criticality of the service request and the selected SLA as specified in the table below.

LiveTiles will provide Technical Support in a professional and workmanlike manner, but LiveTiles cannot guarantee that every question or problem raised by the Customer will be resolved or resolved in a certain amount of time

SLA Criticality	Response time		
	Critical	Major	Minor
Service Basic	No guaranteed response time	No guaranteed response time	No guaranteed response time
Service Basic Plus	8 hours on weekdays between 9:00 and 17:00.	16 hours on weekdays between 9:00 and 17:00.	5 weekdays
Service Premium	4 hours on weekdays between 9:00 and 17:00 (*)	8 hours on weekdays between 9:00 and 17:00.	5 weekdays
Service 24/7	4 hours every day from 00:00 to 24:00.	8 hours on weekdays between 9:00 and 17:00.	5 weekdays

* Timezone is the local timezone of the Customers address as stated in the Order Form.

5.4 REQUESTING SUPPORT

Support is requested by phone or by e-mail as stated in <https://www.wizdom-intranet.com/contact-wizdom-support-team>. The support request will be assigned a support ticket (number) that will be used in the communication regarding the support request.

5.5 SUPPORT COST

The cost of technical support is settled as a fixed monthly support fee, plus the cost for the actual use of the technical support service (invoiceable technical support).

The fixed monthly support fee, which is payable without actual use of the technical support services, is defined by the choice of service level, where the level "Service Basic" is included in the Wizdom subscription per default free of extra charge.

The cost payable for the actual use of the support services is settled as Time and Materials consultancy for handling the support requests at the hourly rate specified in Appendix 1. The time invoiced for each support request will be rounded to the nearest 30 minutes, with a minimum charge of 30 minutes.

5.6 SERVICE REQUESTS COVERED BY PRODUCT WARRANTY

If the root cause of a support request is a defect in the standard Wizdom product covered by the product warranty, the time used on the support request will not be invoiced. For all other support requests, the time spent to handle the request will be invoiced.

6 HOSTING

This section applies only when Wizdom is provided as SaaS solution hosted by LiveTiles.

6.1 SAAS SOLUTION AND SHAREPOINT ONLINE

LiveTiles will provide the Wizdom product as a SaaS solution hosted by LiveTiles. The Wizdom solution will integrate with the Customers SharePoint Online (Office 365) environment.

Each Customer environment that uses Wizdom will have an isolated instance of the Wizdom solution.

LiveTiles, or an implementation partner, will need administrative access to the Customer's SharePoint Online environment during provisioning of the Wizdom solution in the Customer's environment. This access can be revoked after the Wizdom solution has been provisioned.

After the service has been activated and integrated with the Customers SharePoint Online environment, the Wizdom App will be available in the SharePoint Online Corporate App Store and a site collection with the Wizdom App enables (/wizdom) has been created for test purposes.

The Customer has full responsibility for configuration and management of SharePoint Online.

The Customer also has responsibility for ensuring that all users who needs access to their Wizdom solution each have a valid license to use SharePoint Online.

6.2 DATACENTER, SIZING AND PERFORMANCE

The Wizdom solution is provided as a SaaS solution. The solution is hosted on Microsoft Azure in Microsoft's datacenter.

LiveTiles will provide the relevant Azure services needed to run the Wizdom solution. The Azure services will be scaled to match the user load on the Customer's production environment. If the user load is increased or decreased the service will be scaled accordingly.

The use of Azure Application Insights is limited to 25 GB analytics data per months. This limit can be increased with an increase in the hosting fee that reflect the Azure cost.

If the Customer expect a sudden increase in the user load (e.g. at launch of the solution) Wizdom must be notified to ensure pre-scaling of the services to meet the user load.

A high-speed internet connection from the client to the Microsoft datacenter, a modern browser, and newer client hardware is required for proper performance. As performance is dependent on the Customers IT infrastructure and the use of the solution (complexity of content and customization) LiveTiles cannot guarantee any specific end-user performance.

6.3 AVAILABILITY

The Customer's Wizdom solution will be available 24 hours a day, 7 days a week, except during planned downtime due to upgrade and maintenance of the solution and any unavailability of the service caused by circumstances beyond LiveTiles's reasonable control. In case of planned downtime Wizdom will use all commercially reasonable efforts to notify the Customer well in advance.

6.4 HOSTING SERVICES

LiveTiles will monitor all Wizdom related services in Azure and scale the Azure resources according to the user load on the Customer's production environment.

LiveTiles will keep the Customer's Wizdom solution updated to the latest released version of the Wizdom product.

Unless a customer-specific procedure has been agreed between the Customer and LiveTiles, LiveTiles will update the Customer's solution to the latest Wizdom version, when it is generally available. Updates following a customer-specific procedure – e.g. involving Customer specific documentation, tests, planning

and other handling, will be delivered and invoiced as T&M consultancy with the support rates specified in Appendix 1.

LiveTiles can perform other tasks related to the administration and maintenance of the hosting service on request – e.g. logging, analysis and data recovery from backup. Such requests are handled as technical support, priced and invoiced according to the terms specified in this Agreement.

7 CUSTOMER DATA

When using the Wizdom solution the Customer will act as the data controller and LiveTiles as the data processor.

The Wizdom solution will store the following user data:

1. User properties: To deliver the needed performance, the Wizdom solution will cache a user's properties from Active Directory – e.g. name, e-mail, department and membership of AD groups.
2. Analytics data: The Wizdom solution will log usage to provide statistics on use to the Customer. This data includes page-loads with reference to user, page and time. Analytics can be disabled in the Customer's solution on request.
3. User interaction: The Wizdom solution will log a reference to a user when data in the solution is changed. This includes a user's likes and comments on content, answers to polls, a user as contact person for content and a user as creator of messages in the solution. These functions and modules can be disabled in the Customer's solution on request.

Besides this Wizdom holds data created and published by a user in the solution. This includes editorial content (e.g. in noticeboard messages and FAQ's) and content posted as comments. It is the Customer's responsibility if personally sensitive data is published as content in the solution.

LiveTiles warrants that only authorized personnel will have access to the Customer's solution on behalf of LiveTiles, and that the Customer's data only will be accessed, copied or changed on request by the Customer (e.g. in context of resolving a support request). Besides LiveTiles authorized personnel, only users to whom the Customer grants it will have access to the Customer's data.

LiveTiles will on request by the Customer delete all the Customer's data.

Upon termination of the Wizdom Subscription all the Customer's data will be deleted.

8 PAYMENT TERMS

The subscription fee is specified in the Order Form.

The initial invoicing term is specified in the Order Form and will cover the Wizdom subscription and the fixed technical support (SLA) fee if other than the service level Basic is selected. The initial term is invoiced when the Agreement is entered.

After this initial first term payment, LiveTiles will invoice the Customer on an annual basis, unless a further term is agreed, for all fees payable incl. the Wizdom subscription, additional Business Apps and fixed technical support (SLA).

Invoicable technical support and other consultancy services requested by the Customer will be invoiced as Time and Materials consultancy on a monthly basis in arrears.

Payment is due 30 days from the date of invoice.

9 INFRINGEMENT INDEMNIFICATION

In the event of any claim, suit, or proceeding brought against the Customer based on an allegation that the Wizdom Product infringes upon any patent, copyright or trade secret of any third party ("Infringement Claim"), LiveTiles shall defend, or at its option, settle such Infringement Claim, and shall pay all costs (including attorney's fees) associated with the defense of such Infringement Claim, and all damages finally awarded or settlements undertaken by LiveTiles in resolution of such Infringement Claim, provided the Customer: promptly notify LiveTiles in writing of the notification or discovery of an Infringement Claim such that LiveTiles is not prejudiced by any delay in such notification; give LiveTiles sole control over the defense or settlement of the Infringement Claim; and provide reasonable assistance in the defense of the same. Following notice of an Infringement Claim, or if LiveTiles believes such a claim is likely, LiveTiles may at its sole expense and option: (i) procure for you the right to continue to use the alleged infringing Wizdom product; (ii) replace or modify the Wizdom Product or to make it non-infringing; or (iii) accept return of the Wizdom Product or and, for the Wizdom Product, provide you with a refund equal to the last 12 months payment prior to the event. LiveTiles assumes no liability for any Infringement Claims or allegations of infringement based on: (i) your use of any Wizdom product after notice that you should cease use of such Wizdom product due to an Infringement Claim; (ii) any modification of the Wizdom Product by you or at your direction; (iii) your combination of the Wizdom product with non-Wizdom software, services, data or

other content or materials if such Infringement Claim would have been avoided by the use of the Wizdom product alone. The foregoing states the exclusive remedy with respect to any infringement claim.

10 LIABILITY AND LIMITATION OF LIABILITY

Except for LiveTiles' indemnification obligations specified in this Agreement, LiveTiles shall not be liable to the Customer indirect or consequential damage(s) - including loss of income, loss of opportunity or profits, loss of data or restoration thereof, loss of privacy, loss of goodwill, cost of recovery and cost of extra time or external services – arising from the Customers use of the products and services provided under this Agreement.

LiveTiles' liability shall in no event exceed an amount equal the last 6 months payments prior to first event giving rise to such liability.

11 UPDATES TO SERVICE TERMS

LiveTiles cannot change the service terms within the first 12 months of this Agreement. Hereafter the service terms can be changed or updated with six months' notice.

12 TERMINATION OF AGREEMENT

The term of the Agreement is stated in the Order Form.

Hereafter the Agreement is automatically extended annually, unless terminated by the Customer or LiveTiles.

The Customer may terminate the Agreement with two months' notice before a new invoicing term.

Termination shall not give cause for a refund for any payments already invoiced.

LiveTiles cannot terminate the Agreement within the first three years. Hereafter the Agreement can be terminated by LiveTiles with six months' notice.

13 NOTICES

A notice under this Agreement must be in writing. A notice to the Customer must be send to the Customers address. A notice to LiveTiles must be send by e-mail to info@livetiles.nyc or by mail to:

LiveTiles Corporation, 137 W 25th Street, Level 6, New York, NY 10001, USA.

Or

LiveTiles APAC, 77 King St, Level 14, Sydney, NSW 2000

14 CHOICE OF LAW AND VENUE

If the software is purchased from the USA LiveTiles Entity this Agreement will be governed by the laws of the State of New York without reference to conflict of laws principles and excluding the United Nations Convention on Contracts for the International Sale of Goods, and in any dispute arising out of this Agreement, you consent to the exclusive personal jurisdiction and venue in the State and Federal courts within the state of New York.

If the software is purchased from the APAC LiveTiles Entity this Agreement will be governed by the laws of the State of Victoria, Australia without reference to conflict of laws principles and excluding the United Nations Convention on Contracts for the International Sale of Goods, and in any dispute arising out of this Agreement, you consent to the exclusive personal jurisdiction and venue of the competent courts sitting in the State of Victoria.

If the software is purchased from the Irish LiveTiles Entity this Agreement will be governed by the laws of the Ireland, without reference to conflict of laws principles and excluding the United Nations Convention on Contracts for the International Sale of Goods, and in any dispute arising out of this Agreement, you consent to the exclusive personal jurisdiction and venue of the competent courts sitting in Ireland.

If any provision of this Agreement is invalid or unenforceable under applicable law, it shall be to that extent deemed omitted and the remaining provisions will continue in full force and effect. To the extent a provision is deemed omitted, the parties agree to comply with the remaining terms of this Agreement in a manner consistent with the original intent of the Agreement.

15 CONFIDENTIALITY

The parties shall be bound by confidentiality. All information and material which the parties come to acquire during the conclusion of the tasks pertaining to this Agreement are thus subject to confidentiality. In the event of termination, all such information and material shall remain confidential.

16 ANNOUNCEMENT OF CUSTOMER RELATIONSHIP

Unless the Customer should inform LiveTiles otherwise in writing, LiveTiles shall have the right to publish a short bulletin stating the fact that the Customer has entered into an agreement with LiveTiles.

APPENDIX 1 – WIZDOM SUPPORT PRICE LIST

17 INVOICABLE TECHNICAL SUPPORT RATES

The cost payable for the actual use of the support services is settled as Time and Materials consultancy for handling the service requests at the hourly rate specified here:

Service	USD Price
Workdays between 9:00 and 17:00	\$ 195 USD per hour
Workdays between 17:00 and 24:00	+50%
Workdays between 24:00 and 09:00, Holidays and weekends.	+100%

* Timezone is Eastern Standard Time (EST) for North American based customers, Australian Eastern Standard Time (AEST), for APAC based customers and Greenwich Mean Time (GMT) for EMEA based customers.

All prices listed are without VAT, GST or other local applicable taxes.

Support services may be charged in local currency based on current exchange rates.