MANTIS SUPPORT POLICY

THIS SUPPORT POLICY sets out the technical support and maintenance services provided by Reach Shared Services Limited (**"Reach"**) to each customer (**"Customer"**) of "Mantis", the software-as-a-service brand safety platform provided by Reach (**"Mantis"**). This Support Policy shall only have effect whilst the Customer has a validly executed in-term order in place for Mantis (**"Order"**) which is subject to the Mantis Cloud Services Terms (**"Cloud Services Terms"**), and shall consequently be co-terminus with that Order.

Unless otherwise defined in this Support Policy, terms and phrases with defined meanings in the Order or Cloud Services Terms shall have the same meaning in this Support Policy. Any rules of interpretation set out in the Cloud Services Terms shall also apply to this Support Policy.

1   **Background**

1.1   Mantis is software-as-a-service that uses IBM technology to read the semantic and contextual content of digital publishers, and that analyses the brand safety of that content for those publishers and for their advertisers. Mantis also act as a central library of brand safety settings owned by advertisers and intended for use when buying publisher ad inventory.

1.2   Mantis has three tiers of technology:

1.2.1   the cloud infrastructure on which it is hosted (**"Infrastructure"**), provided by IBM (as defined in the Cloud Services Terms) which is a Third Party Component under the Cloud Services Terms;

1.2.2   the Mantis application, developed by Reach, excluding all Third Party Components (the **"Application"**); and

1.2.3   all other Third Party Components (as defined in the Cloud Services Terms), which are typically APIs or micro-service such as IBM Watson, made available to Reach by IBM and other third parties.

1.3   In respect of IBM Technology (as defined in the Cloud Services Terms, which includes the Infrastructure and certain Third Party Components). Reach is only able to support, and offer service levels, to the extent that IBM offers the same to Reach. The IBM Technology is "off-the-shelf", and consequently it is not possible to negotiate higher levels of support or service level.

2   **Interpretation**

2.1   In this Support Policy:

"Application Availability" means:

(Total Minutes – Application Unplanned Outage Minutes – Scheduled Maintenance Minutes) / (Total Minutes – Schedule Maintenance Minutes) X 100,

where, in respect of the Availability Period, **"Total Minutes"** is the total number of minutes, **"Unplanned Outage Minutes"** is the total number of minutes during which there is an Application Unplanned Outage, minus any time during which Reach cannot progress the resolution of the Incident due to the Customer not providing information or assistance Reach has requested from it, and **"Scheduled Maintenance Minutes"** is the total number of minutes during which there is Scheduled Maintenance;

"Application Unplanned Outage" any Unplanned Outage other than an IBM Unplanned Outage;

MANTIS SUPPORT POLICY

"Availability Period" means a quarter;

"Customer Support Contact" means a person within the Customer's IT support organisation that is familiar with Mantis and its Documentation;

"Contact Method" means the method through which the Customer may request Support for a particular Priority Level, as set out in paragraph 5;

"How-To Advice" means functional and technical "how-to" telephone advice to Customer Support Contacts, where an answer is not available in the Documentation;

"IBM Unplanned Outage" means an Unplanned Outage caused by IBM Technology;

"Incident" means a failure of Mantis to perform in accordance with its Documentation, including an Unplanned Outage, which are categorised by Priority Level;

"Priority Level" means the relevant Priority Level for an Incident, as set out in paragraph 5;

"Response Time" means the time between a Support Request being submitted by the Customer in accordance with paragraph 6.1 and Reach providing one of the responses set out in paragraph 6.2, counted during the relevant Support Hours only;

"Scheduled Maintenance" periods during which Mantis is planned to be unavailable whilst maintenance is carried out in accordance with paragraph 9;

"Service Desk Procedure" means Reach's process for allocating and escalation Incidents, as described in 6;

"Service Levels" has the meaning given to it in paragraph 7;

"Support" has the meaning given to it in paragraph 3;

"Support Hours" means the hours during which Reach will provide Support in respect of a particular Priority Level, as set out in paragraph 5;

"Unplanned Outage" means a P1 Incident (subject to the exclusions set out in paragraph 4) which Reach has verified as a P1 Incident, starting when Reach is notified of such failure by either a customer or its own monitoring systems; and

"Update Interval" means the time between: (a) Reach accepting a Support Request under paragraph 6.2.2 or 6.2.3 and it providing an update on progress to the Customer; and (b) each update on progress to the Customer thereafter, provided that where the update falls due outside the relevant Support Hours, it will be deemed to fall an hour after Support Hours re-commence.

3   **Support Services**

During the Term and subject to paragraph 4, Reach shall in accordance with the Service Levels:

3.1   use reasonable efforts to remedy the root cause of any Incidents in accordance with the Service Desk Procedure;

3.2   where possible, provide short-term work arounds for Incidents until the root cause has been remedied in accordance with the Service Desk Procedure;

3.3   provide How-To Advice in accordance with the Service Desk Procedure; and

     3.4   keep the Application up-to-date and patched.

together **"Support"**.

4   **Exclusions**

Reach shall not be required to provide Support where:

4.1   an Incident is caused by a failure in the Customer's other technology, whether that technology is provided or maintained by the Customer itself or a third party on its behalf, including a failure of that technology to meet any minimum specification set out in the Documentation;

4.2   an Incident is caused by a telecommunication network not controlled by Reach;

4.3   an Incident is caused by an act or omission of the Customer or one of its suppliers, including any non-compliance with the Order, the Cloud Services Terms or this Support policy; or

4.4   the Customer has not yet provided assistance or information requested by Reach's support personnel.

5   **Priority Levels, Support Hours and Contact Methods**

P1	**A catastrophic problem which may severely impact the production systems, or in which the production systems are down entirely or not functioning at a satisfactory level; a loss of production data where no procedural workaround exists.**	**24/7**	**+44(0)7948806752**
P2	**A system problem where capacity is severely reduced. Significant impact to portions of the business operations and productivity is detected. The system is exposed to potential loss or interruption of service.**	**9am to 9pm, 7 days**	**+44(0)7948806752** **mantis@reachplc.com**
P3	**Some business impact. Functionality is adversely affected, but can be circumvented, or certain functions are disabled, but otherwise remains operable.**	**9am to 5pm, Monday to Friday excluding public holidays in England.**	**+44(0)7948806752** **mantis@reachplc.com**

P4	All other Incidents and requests How-To Advice.	9am to 5pm, Monday to Friday excluding public holidays in England.	+44(0)7948806752 mantis@reachplc.com

6   Service Desk Procedure

6.1   Where an Incident occurs, the Customer shall:

6.1.1   procure that a Customer Support Contact first try to rectify the Incident themselves using the Documentation; and

6.1.2   where that is not possible, procure that the same Customer Support Contact categorises Priority Level of the Incident and raises a request for Support via an applicable Contact Methods (**"Support Request"**), providing the Priority Level it believes the Incident meets and a detailed description of the Incident including (a) its symptoms; (b) any error messages received; (c) sufficient information for Reach to be able to replicate the Incident and any data or input being used when experiencing the Incident; (d) the areas or tasks of the Customer's business being impacted by the Incident; (e) details of any investigation or remediation efforts already attempted by the Customer; (f) any screen shots that may assist with the investigation of the Incident; and (g) any additional information that could assist in the investigation of the Incident.

6.2   Reach shall assess each Support Request and do one of the following:

6.2.1   where insufficient detail has been provided for Reach to verify the Incident, request additional information;

6.2.2   where it does not agree with the Priority Level, re-categorise the Support Request, accept it and start investigating the root-cause of the Incident and any potential work-arounds in accordance with the Service Levels applicable to its revised Priority Level; or

6.2.3   accept the Support Request and start investigating the root-cause of the Incident and any potential work-arounds in accordance with the relevant Service Levels.

7   Service Levels

7.1   <u>Availability</u>. Reach shall ensure that Application Availability meets or exceeds 99.5% in any given Availability Period.

7.2   <u>Service desk service levels.</u> Reach shall use reasonable efforts to comply with the following service levels in respect of Support Requests:

P1	2 hours	6 hours
P2	6 hours	12 hours
P3	Within a business day	48 hours

P4	48 hours	48 hours

8   **Service Credits**

8.1   <u>IBM Unplanned Outages</u>. Acknowledging that Reach is unable to offer an availability service level for IBM Technology, subject to the Customer following the claim process set out in paragraph 8.3, Reach shall provide the Customer with a pro-rata share of any service credits paid to Reach by IBM in respect of an IBM Unplanned Outage. Such service credits are the Customer's sole and exclusive remedy in respect of an IBM Unplanned outage.

8.2   <u>Application Unplanned Outages</u>. Subject to the Customer following the claim process set out in paragraph 8.3, Reach shall provide service credits to the Customer where Applicable Availability has not met or exceeded the availability Service Level in an Availability Period, which will be based on the last uninterrupted month of scanning as set out below:

Less than 99.5% but equal to or greater than 99.0%	**10%**
Less than 99.0%	**25%**

The Customer acknowledges and agrees that the service credits set out in this paragraph 8.2 are the Customer's sole and exclusive remedy for Application Unplanned Outages.

8.3   <u>Process for claiming service credits.</u> Subject to the Customer's compliance with the obligations set out under the Service Desk Procedure above in paragraph 6 and the Customer making a claim for service credits in writing no more than 30 days after the end of the relevant Availability Period, Reach shall process such claim within 60 days of receipt of the claim, apply the credits against its next invoice to the Customer under the Order, and shall not be required to provide the Customer with a cash alternative.

9   **Scheduled Maintenance**

9.1   Reach may carry out Scheduled Maintenance for up to 6 hours per Availability Period, provided that Reach provides the Customer with at least 48 hours prior notice of any Schedule Maintenance.