

SERVICE LEVEL AGREEMENT

This Service Level Agreement ("**SLA**") governs availability for SaaS and support for Incidents, as defined hereunder.

This SLA will apply when incorporated by reference and to the extent set out in a commercial agreement between Avery Dennison and the Client (the "**Agreement**").

1. Definitions

"Avery Dennison" means the specific affiliate under direct or indirect control of Avery Dennison Corporation entering into the Agreement with the Client. For the purposes of this definition, control will mean the direct or indirect ownership of, (a) in the case of corporate entities, securities authorized to cast more than fifty percent (50%) of the votes in any election for directors or (b) in the case of non-corporate entities, more than fifty percent (50%) ownership interest with the power to direct the management and policies of such non-corporate entity.

"AD Systems" means the information technology infrastructure used by or on behalf of Avery Dennison to provide SaaS whether operated directly by Avery Dennison or through the use of third-party services.

"Authorized User" means any individual who Client authorizes to access and use the SaaS, subject to and in accordance with the Agreement.

"Availability Threshold" has the meaning provided under Section 2.

"Client" or **"Customer"** means the entity entering into the Agreement as a counterparty to Avery Dennison.

"Downtime" means any period of time when the Software is not available for use (Scheduled Maintenance excluded).

"Incident" means any event within AD Systems which results in Downtime, degraded performance or malfunction.

"Scheduled Maintenance" means periods scheduled by Avery Dennison where the SaaS becomes temporarily unavailable for maintenance tasks and notified to Customer via email or via the SaaS. Avery Dennison will use its best efforts to carry out Schedule Maintenance out of regular working hours.

"SaaS" or **"Software"** means any web-based or cloud-based software delivered by Avery Dennison as a service to the Client or its Authorized Users.

"Service Credit" means the sole, exclusive and not self-enforceable remedy for Downtimes below the Availability threshold, or failure to resolve incidents within the times set forth in this SLA, expressed as a percentage of the monthly Fees credited to the Customer for the next monthly invoice. Service Credits shall only be available if and to the extent agreed in the Statement of Work, and shall not exceed whatsoever the monthly Fee paid for the Software.

2. Availability

Avery Dennison warrants no less than 99.2% uptime for the SaaS during any given calendar month (Schedule Maintenance excluded) measured 24/7 on server side (the "**Availability Threshold**").

For the avoidance of doubt, Availability Threshold only measures Authorized Users' ability to access the Software as monitored on Avery Dennison's server side, and thus expressly excludes any endpoint failures.

Downtimes below the Availability Threshold will give rise to Service Credits only as agreed under the Agreement (if any).

3. Support

Support will be provided via email only, in English language only.

Avery Dennison will classify each Incident reported by Customer based on the Incident Classification Table below and on information provided by Customer:

Incident Classification Table

Incident Classification	Description
Urgent (Severity Level 1)	The Software is unusable, unavailable for a significant number of Authorized Users, or there is an imminent risk of the loss of Customer Data or the occurrence of a security incident.
High (Severity Level 2)	The Software experiences a significant malfunction, which materially impacts a portion of the functionality or the population of Authorized Users.
Normal (Severity Level 3)	The Software experiences a non-critical malfunction, which does not materially impact the functionality of the Software.
Low (Severity Level 4)	Customer needs information about the Software or the Software does not provide functionality or perform in a way that meets Customer's new needs.

Customer will provide a reasonably detailed description of the Incident by email.

Avery Dennison shall acknowledge to Customer its receipt of an Incident notice and begin collecting any additional information necessary within the *Initial Response* timeframes outlined in the Support Response Expectation Table.

If applicable, Avery Dennison shall provide a patch or workaround within the *Workaround Provided* timeframes and otherwise fully resolve the Incident within the *Full Resolution* timeframes outlined in the Support Response Expectation Table.

Avery Dennison may subsequently provide a tested patch, correction, or upgrade, or a new version (including rolling back of previous code) or an interim version of the Software.

Avery Dennison will use commercially reasonable efforts to respond to reported Incidents during the response times set forth in the Support Response Expectation Table below.

Workaround Provided and *Full Resolution* times do not include review periods if a patch, correction, upgrade, or a new version of the Software requires third party approval before being made available to Customer (e.g., Apple App Store or Google Play Store).

Support Response Expectation Table

Incident Classification	Initial Response	Workaround Provided	Full Resolution
Urgent (Severity Level 1)	Within 1 hour	Immediate and continuing effort (24/7) with continuous engagement, but in all events, within 12 hours of initial contact by Customer	Within 36 hours of Provider's receipt of the Incident
High (Severity Level 2)	Within 4 hours	Immediate and continuing effort (24/7), but in all events within 24 hours of initial contact by Customer	Within 3 business days of Provider's receipt of the Incident

Normal (Severity Level 3)	Within 1 business day	If applicable, within 15 business days of initial contact by Customer	If applicable, timeframe will be communicated to Customer
Low (Severity Level 4)	Within 5 business days	If requested by Customer, updates will be provided by Provider after review of Customer's request for new features	Not applicable

4. Exclusions

Even if Avery Dennison provides support through the channels and processes above, neither the Guaranteed Uptime nor the workaround / resolution times set out above will apply under the following circumstances:

- a) Force Majeure Events, as defined under the Agreement.
- b) Network or device failure external to our servers.
- c) Issues resulting from (i) the use of services, hardware or software not approved by Avery Dennison; or (ii) inadequate bandwidth or not accessing from updated platforms (OS, browsers, etc.).
- d) Failure to comply with the Agreement by Customer or Authorized Users (including failure to adhere to any Support advise, required configurations, supported platforms or follow any policies for acceptable use).
- e) Beta / pre-general availability access; trial / pilot versions; and free of cost products or services.
- f) Attempts to perform operations that exceed a limited number of allowed operations as conveyed to the Customer or its Authorized Users.

Support is excluded and Avery Dennison does not offer any coverage with regards to:

- a) Services provided by Avery Dennison under specific training programs, professional services or setup / consultancy projects.
- b) Management of Customer's systems, software, data or hardware, whether controlled or owned by Customer or by third parties.
- c) Malfunction of non-AD Systems, software or hardware.