

## TERMS OF SERVICE

### BLUESTONE PIM SUBSCRIPTION

#### 1 THE AGREEMENT

These terms and conditions (the "Terms") govern the rights and obligations to apply between Bluestone AS ("Bluestone") and the professional entity (the "Customer") using the Services provided by Bluestone.

The Customer acknowledges having read and understood these Terms. These Terms constitute a binding agreement when the Customer has accepted the Terms by clicking on the "I agree" (or similar button) that is presented to you at the time of your order or by using or accessing the Services. If you do not agree to all Terms, you may not use the Services unless others are agreed to.

If you agree to these Terms not as an individual but on behalf of your company, then "Customer" or "you" means your company, and you are binding your company to these Terms.

These Terms are valid as long as the Customer has access to the Services.

#### 2 DEFINITIONS

"Bluestone PIM" is a Product Information Management SaaS (software as a service) application that runs in a web browser.

"Bluestone" is a company registered in Norway as Bluestone AS, business registration number 982 017 440, and with postal address P.O.Box 2198, NO-3103 Tonsberg, Norway.

"Apps" shall mean services or modules available on Bluestone Marketplace <https://marketplace.bluestonepim.com>.

Each App may have its Terms and Conditions. Bluestone is not responsible or liable for Apps offered by third parties. The Customer must ensure that any use of, or access to, such Apps is done per applicable terms and conditions.

"Confidential Information" means every information and data related to a party's business, facilities, products, technology, know-how, and processes, except;

- a) information that is generally known or enters the public domain in another way than owing to a breach by a party;
- b) information that a party can show it knew of before it received it from the other party; and
- c) information that a party receives from a third party without being bound by a confidentiality obligation in relation to such party.

"Terms" shall mean this document with appendices.

"Customer" shall mean any company, representative of the company, individual professional, or someone acting legally on their behalf or with authority to bind them that has ordered any Services. This also includes any Users or companies that have been granted trial (the "Trial Users") access to the Services for the purpose of evaluating the Services before subscription.

"Price Quote" is the price agreed for the applicable Services to which the Customer subscribes.

"Product" shall mean Bluestone PIM, Apps, Professional Services, Platform Services, and other services offered.

"Services" shall mean providing access and user rights to the Product, or parts thereof, as a Software as a Service (SaaS) subscription.

"Subscription" shall mean the Customer's subscription to the Services as regulated herein.

"Subscription Fee" shall mean the monthly subscription fee as set out and calculated in accordance with clause 9.

"Subscription Period" shall mean the period of subscription as stated in the Price Quote

and as renewed in accordance with clause nine below, unless the subscription is terminated by one of the parties in accordance with clause ten or renewal is canceled by the Customer.

"User" shall mean each personal user of the Services within the Customer's organization.

"Website" shall mean the website <https://bluestonepim.com> and any logically grouped sites linked from this site on the bluestonepim.com domain or subdomains of this.

### **3 PROVISION OF THE SERVICES**

Bluestone offers the Services. The Services and prices agreed upon by Bluestone, and the Customer will be described in a Price Quote sent from Bluestone to the Customer. Before granting access to the Services, Bluestone will generate the first invoice unless otherwise agreed. When Bluestone has registered the payment of this invoice, access to the Services will be granted. Payment of this invoice is considered as an acceptance of the Price Quote and of these Terms.

### **4 SUBSCRIPTION AGREEMENT**

Upon payment of the invoice as specified above, the Customer subscribes to the Services as stated in these Terms as long as the Customer has a valid and paid Subscription.

Subject to the proper and timely payment of the Subscription Fees, the Customer is granted a limited, revocable, non-exclusive, and non-transferable right to access and use the Services in accordance with the Terms during the Subscription Period.

The Customer cannot assign or transfer the Subscription to any third party, nor grant any third party access to the Services in any manner without the prior written approval of Bluestone.

### **5 SYSTEM REQUIREMENTS**

It is the responsibility of the Customer to ensure that all applicable system requirements are met at any time. The

system requirements as set out herein are tested by Bluestone.

The Customer must hereunder ensure that its computer(s) meets or exceeds the minimum hardware requirements for the Customer's operating system (Windows or Mac OS X). See the Microsoft or Apple website for the requirements.

As of the date of these Terms, Bluestone PIM is tested for the following Web browsers running in Windows or Mac OS X. Customer's browser must be a stable release version, not an Alpha/Beta/Nightly/Development build. This applies to all browsers, regardless of the operating system.

Google Chrome provides the best user experience when running Bluestone PIM UI.

Bluestone PIM user interface supports

Google Chrome: latest version

Mozilla Firefox: latest version

Apple Safari: latest version

Microsoft Internet Explorer: Is not supported for Bluestone PIM UI, but works well for most newer versions.

Bluestone PIM UI does not support Microsoft Edge but works well for most newer versions

Browser configuration:

JavaScript must be enabled,

Cookies must be enabled

localStorage must be enabled

TLS v1.2 or above

Bluestone does not warrant compatibility between the Product or any Services and other browsers, equipment, software, and operating systems.

The system requirements may be updated by Bluestone from time to time. The updated system requirements will be made available at the Website or upon request to Bluestone. Bluestone shall notify the Customer at least 30 days in advance if Bluestone will stop supporting previously supported equipment or software as stated above (and later amended).

The Customer shall be responsible for obtaining and maintaining all hardware, software, and other equipment needed for the access and use of the Services and is responsible for all charges and expenses related thereto. The Customer is also responsible for any integration between any Services and the Customer's systems unless otherwise explicitly agreed in writing between the parties.

**6 THE SERVICES**

The Bluestone PIM & App Services are provided "as is" as standardized services. The Services may be amended, revised, and updated from time to time as decided by Bluestone at its sole discretion. The rights of access and use to the Services as provided herein are not conditional on or tied to a specific version or functionality at any given time but allow access to and use of the Services as provided by Bluestone from time to time.

Bluestone reserves the right to make improvements, add, modify, or remove functionality or correct any errors or defects in the Product or Services at its sole discretion, without any obligation or liability resulting from such act or defects. Bluestone will, however, not remove functionality which, in Bluestone's reasonable opinion, must be considered as core functionalities for the Services.

As no software is error-free, Bluestone and the Customer agree that the Services will not always be completely free of errors and that the improvement of the Services is a continuous process. The Customer is also aware that successful use of the Services depends on equipment and factors (such as sufficient internet connection) for which the Customer is responsible. Bluestone is not liable for the discontinuance or disruption of the operation of the Services caused by the Internet or any third-party service the Customer needs in order to access the Services, including operating systems etc.

Bluestone's equipment and system requirements are stated in clause five and are subject to updates as stated therein. Third-party software and operating system updates etc., may influence the usability of the Services, and Bluestone has no liability in this regard. Bluestone will, however, always use reasonable commercial efforts

to accommodate and develop the Services for updates and changes on supported operating systems.

Bluestone is only responsible for the functioning of the Services as such and undertakes the obligations regarding error handling with regards to the Services as stated in Appendix 2 Service Level Agreement.

**7 ARTIFICIAL INTELLIGENCE(AI) SERVICE INTEGRATION**

Definition of AI Services: For the purpose of these Terms, "AI Services" refers to any artificial intelligence, machine learning, or related technological services or features that are integrated into the Bluestone PIM platform, either directly or through third-party vendors.

Role of Bluestone PIM: Bluestone PIM acts as an intermediary platform that facilitates the integration and usage of AI Services for the benefit of the Customer. Bluestone PIM does not directly provide AI Services but enables the Customer to access and use such services provided by third-party vendors.

Customer Relationship with AI Vendors: The Customer acknowledges that they have an independent contractual relationship with AI vendors. Bluestone PIM is not a party to, and has no responsibility or liability for, any agreement between the Customer and AI vendors.

Data Handling and Privacy: When using AI Services through Bluestone PIM, the Customer's data may be processed and stored by third-party AI vendors. The Customer is responsible for ensuring that their use of AI Services complies with all applicable data protection and privacy laws. Bluestone PIM is not responsible for any data processing activities conducted by third-party AI vendors.

Liability and Indemnification: Bluestone PIM shall not be liable for any damages, losses, or liabilities arising from the Customer's use of AI Services. The Customer agrees to indemnify and hold harmless Bluestone PIM from any claims, damages, losses, liabilities, costs, and

expenses (including reasonable attorneys' fees) arising from their use of AI Services.

**Service Availability and Support:** Bluestone PIM will use reasonable efforts to ensure the availability of the integration with AI Services. However, Bluestone PIM does not guarantee uninterrupted or error-free operation of the AI Services and is not responsible for any service outages or disruptions caused by the AI vendors.

**Changes to AI Services:** AI Services are subject to change at the discretion of the respective third-party vendors. Bluestone PIM will endeavor to inform the Customer of any significant changes to AI Services that may affect their use but is not responsible for any modifications made by AI vendors.

**Compliance with Laws:** The Customer is responsible for using AI Services in compliance with all applicable laws, regulations, and industry standards.

## **8 DATA PROCESSING AND INFORMATION SECURITY**

The Customer owns and is responsible for all data, information, and material of any kind uploaded to the Product by the Customer or Users, including personal data. The Customer is the data controller for all personal data Bluestone processes as part of providing the Services.

Bluestone will only process data, information, and material in order to provide the Services to the Customer, including support, service, and maintenance, and not process any data for other purposes unless there is a legal obligation for such processing. Bluestone's standard **Data Processing Agreement** is described in Appendix 1, which details the data processing relationship further.

For further information about Bluestone's processing of personal data, including the rights of the data subjects, please see Bluestone's Privacy Policy, available at <https://bluestonepim.com/privacy-policy>. Bluestone may use sub-contractors to provide the Services, including all support and maintenance. To the extent a sub-contractor processes personal data for which the Customer is the data controller,

the Data Processing Agreement (Appendix 1) sets out requirements in this regard.

Bluestone shall provide a backup of the Customer's data to restore it after a data loss event. Data restoration will commence according to Response Time in the SLA.

Bluestone has internal administrators who can access Customers' data for support purposes. Bluestone will never access Customers' data without prior approval from the Customer. Logs are kept from any access by Bluestone administrators.

A description of the information security measures for the Services as set out in Appendix 1, **Data Processing Agreement** is applicable for all data and not limited to personal data.

## **9 USE OF PRODUCTS AND SERVICES**

After accepting an order and receiving payment (see clause 9), Bluestone will establish an organization account ("the Organization Account") in the Services for the Customer. The Customer will then be able to grant Users access to this Organization's Account. The Customer shall ensure that each User of the Services agrees to comply with applicable provisions of the Terms. User accounts shall not be shared or used by more than one person.

The Customer may also add system accounts that grant API-level access to certain resources, but no access to the Services' user interface will be granted.

The Customer shall not use the Services in a way that violates any laws, infringes on anyone's intellectual property rights, is offensive, or interferes with the Services or any features of the Services, and undertakes to ensure that all Users respect the Terms and this provision. The Customer is liable for any and all activities that occur under all their Users' accounts.

The Customer shall ensure that User identities, passwords, and other information obtained by the Customer in conjunction with registration are stored and used securely and cannot be accessed and used by third parties or in violation of these Terms. The Customer agrees to notify Bluestone immediately of any unauthorized use of any User's account or any other breach of security.

Bluestone has no obligation to monitor the Services to assure compliance with the Terms. Bluestone reserves the right at all times to temporarily freeze any information or materials, in whole or part, if Bluestone reasonably suspects it to be compromised by the prohibition above or otherwise in breach of these Terms. Bluestone will seek to notify the Customer if the content is to be removed.

The Customer warrants that all information provided upon registration or later is correct.

A User account must be connected to a valid e-mail address.

Bluestone is not liable for any loss or expense that the Customer may incur as a result of someone else using the User's password or account, either with or without the User's knowledge. However, the Customer shall be liable towards Bluestone for any losses or expenses incurred by Bluestone due to any unauthorized party accessing or using the User's account or password. The User may not use anyone else's account at any time.

The Customer is liable for compliance with any specific legal requirements applicable to their business (e.g., health or financial) or related to the use of the Services, and Bluestone provides no warranties or undertakings of compliance with legal requirements applicable for the Customer's use of any Services. This includes, without limitation, any legal requirements regarding documentation. Bluestone is a tool for digital commerce, hereunder product documentation, but it is the Customer's responsibility to consider how and whether the Services are suited to fulfill their legal obligations.

Bluestone does not warrant that the Product or any Services fit the customer's purposes, needs, or particular requirements.

## **10 PRICING, INVOICING, AND RENEWAL**

The Customer shall pay the Subscription Fee for the Services based on usage parameters. The parameters used to calculate the monthly Subscription Fee are

the Number of Users - The number of named users at month's end.

Number of SKUs - Number of SKUs at month's end.

Number of Languages - Number of active languages at month's end.

Transfer in GB - Transfer of User data out of solution during the month

API calls/sec - Defined maximum ceiling for API calls/sec

Data transfer and API calls/sec will be measured across all customers' Bluestone PIM tenant organizations (incl development and test organizations). The number of requests per second (API calls/sec) is defined in the agreement and applies to the organization. The customer has the agreed API calls/sec available for each environment. The number can be increased on request at a price defined in the agreement.

If the number of requests used exceeds the defined limit, the client may receive the HTTP 429 "Too Many Requests" response. In such instances, the client is responsible for resending the request.

Bluestone PIM subscription offers a maximum number of Attributes (5000) and data storage (5 TB). However, additional usage may be agreed upon based on request.

Bluestone will provide a Bundle Price Quote based on estimated usage parameters provided by the Customer. The Customer also selects the preferred upfront payment period. This period will be defined as the Subscription Period and is never shorter than three months.

The subscription will be activated on the day the Customer has paid the first upfront payment as set out in clause 3. Without a valid subscription, the Customer shall not have access to the Services.

Based on the Price Quote, The customer can terminate their subscription with 30 days written notice after the first year of the contract.

The Customer can request Bluestone to calculate a new bundle price, and the bundle will be adjusted to the Customer's

actual usage. The Customer can also choose another upfront payment period (subscription). This can be requested anytime and will be active from the next subscription renewal.

If nothing else is specified, invoiced fees are due 30 days from the invoice date. The first invoice must be paid before the subscription is activated.

The Customer is responsible for providing complete and accurate billing and contact information and updates this in the provided sections in the Bluestone Account Interface.

The subscription period is equal to the agreed upfront payment period and is never shorter than three months.

In the case of late payment, the prevailing default interest applies according to the Norwegian Late Payment Interest Act § 3, first paragraph.

If payment for a renewal is not paid in due time, Bluestone may suspend the delivery of the Services to the Customer by giving 30 days' notice and terminate the Subscription according to clause 11.

Bluestone has the right to change the Subscription Fees, subject to notification to the Customer no later than 30 days before the end of the current Subscription Period.

Bluestone will add taxes, duties, and similar levies to the sales price where Bluestone is required by law to pay or collect them, which will be paid by the Customer together with the Subscription Fee.

## **11 TERMS AND TERMINATION**

The Customer may terminate its Subscription in writing with 30 days' notice, after the first year's contract. Termination by the Customer does not entitle the Customer to get any refund of already paid Subscription Fees. Bluestone will send termination confirmation to the Customer's contact person's e-mail.

By the end of the termination notice period or the expiration of the Subscription Period, or when the Customer has not renewed the Subscription, the Customer must discontinue all access and use of the Services and must ensure that the

Customer has collected all data and information in the Product that they desire to retain or have available after the termination takes effect. Bluestone provides a standardized format to export the Customer's data.

Bluestone will irreversibly delete all data belonging to the Customer within 30 days after the termination or expiration has taken effect. The Customer may ask for a confirmation of the deletion of data.

## **12 TERMINATION FOR DEFAULT**

Bluestone may, by written notice to the Customer, terminate the Terms 30 days after a written warning if no attempts of cure have been made by the customer; without any liability whatsoever in the following instances:

- 1 The Customer is in material breach of any provisions of the Terms or any agreement with Bluestone.
- 2 The Customer or a User uses the Services as part of any crime or illegal behavior.
- 3 The Customer or a User uses the Services in a manner that may result in losses or the risk of loss for Bluestone or any third party.
- 4 The Customer or a User attempts to gain unauthorized access to any Services, the Website or information, the server on which the Website is stored, or any server, computer, or database connected to the Product and Website.
- 5 Any proceedings in insolvency, bankruptcy, reorganization, liquidation, or winding up are instituted against the Customer voluntarily or involuntarily.

Payment default of more than 30 days after an invoice due date is always considered a material breach, cf. (1) above, provided that Bluestone has submitted at least one payment reminder by e-mail or post. and provided that the invoice is not in dispute.

Upon the occurrence of any of the events referred to above, all payments to be made by the Customer to Bluestone shall become immediately due and payable.

The Customer shall be entitled to terminate the Subscription with immediate effect if one of the following occurs:

- 1 Operational disruption or data traffic errors occur to such an extent that the Customer does not have access to any Services for a continuous period of 20 days
- 2 Bluestone is in material breach of its obligations under the Terms and fails to rectify said breach within thirty (30) days of notification thereof.
- 3 Removal of core functionality
- 4 A security breach due to ignorance or other threats Bluestone under reasonable terms should have been protected against.

If this agreement is terminated according to 1-4; the customer has the right to get a refund for all prepaid license fees calculated from the service termination date.

### **13 LIMITATION OF LIABILITY**

The Customer's sole remedy and Bluestone's sole liability towards the Customer related to any reduced availability or unavailability of any Services, shall be limited to the SLA penalties set out in the SLA in Appendix 2. Accrued SLA penalties for failure to meet agreed Service Levels shall always be deducted when calculating any other compensation.

Bluestone's liability under these Terms or any other theory of liability shall, under all circumstances, be limited to an amount corresponding to the Subscription Fee for the Subscription Period in which the breach of contract that entitled the Customer to damages occurred.

Bluestone shall, in any event, only be liable for direct damages, and under no circumstances shall Bluestone be liable for indirect or consequential losses, including but not limited to loss of profits or anticipated savings, business interruptions, loss of revenue, loss of content, or any other data.

The Customer may claim damages in accordance with the above only where the Customer provides Bluestone with a written notice thereof not later than thirty (30) calendar days after the Customer

knew or should have been aware of the grounds for the claim.

The Customer shall indemnify Bluestone from any and all claims from third parties related to the Customer's use of the Services.

This agreement gives the customer a warranty of non-infringement that intellectual property licensed and/or used does not infringe the intellectual property or other proprietary rights of any third parties.

### **14 FORCE MAJEURE**

Bluestone shall not be responsible nor liable to the Customer for any failure or delay in performance of any obligations under these Terms due to circumstances beyond its reasonable control, including, without limitation, war, riot, embargoes, acts of civil or military authorities, fire, floods, accidents, power failures, network failures, failures of third-party service providers (including providers of internet services and telecommunications). The performance of this agreement shall then be suspended for as long as any such event shall prevent the affected party from performing its obligations under these Terms. The Customer may terminate the Subscription after 60 days if Bluestone cannot perform its obligations under these Terms but without any refund. The customer will not pay any subscription fee during a potential Force Major period.

### **15 INTELLECTUAL PROPERTY RIGHTS**

Subject to the limited rights expressly granted in these Terms, the contractual relationship does not constitute a transfer of any intellectual property rights from Bluestone to the Customer. Bluestone retains title and ownership of all intellectual property rights and know-how related to the Products and Services, including all present and all future versions thereof.

The Customer thus has no right to e.g. sell, lend, sub-license, distribute in any way (free of charge or for consideration), create derivative works of, copy, frame, access or try to get access to the source code of, nor mirror or reverse engineer any part or feature of, the Products or Services, including all underlying intellectual

property rights and/or knowhow. The list is non-exhaustive.

Bluestone may from time to time request feedback from the Customer regarding the Services. Giving feedback is voluntary. Bluestone will have the exclusive right to use any suggestions, recommendations, or other feedback provided by the Customer or Users, relating to the Services. Such right is royalty-free, worldwide, irrevocable and perpetual.

The Customer may not modify, decompile, disassemble, or reverse engineer the Products or Services.

#### **16 PROPRIETARY RIGHTS IN THE CONTENT**

All content uploaded to, transferred through, posted, processed, or entered into the Product by the Customer and/or Users shall remain the sole property and responsibility of the Customer or its respective legal owner. Bluestone shall have no liability or responsibility for such content, and the Customer shall indemnify Bluestone from and against all claims from third parties, including, without limitation, claims from any Users, related to such content.

The Customer represents and warrants that the content uploaded on or through the Product by the Customer or Users does not violate any third party's rights, including the privacy rights, publicity rights, copyrights, contract rights, intellectual property rights or any other rights, and the Customer shall indemnify Bluestone from and against all claims from third parties, including, without limitation, claims from any Users, related to such infringement claims.

The Customer grants Bluestone the right to access Customer data to the extent necessary to carry out its obligations under this Agreement.

#### **17 CONFIDENTIALITY**

Both parties undertake not to disclose Confidential Information of the other party or the contractual relationship to any third party except as required in order to perform the Services, fulfilling obligations set out in the Terms or fulfilling any legal requirement, court order, or decision from public authorities.

Both parties shall ensure that its employees and Users do not disclose or use Confidential Information in violation of the provisions herein.

The duty of confidentiality shall remain in force notwithstanding the termination of the contractual relationship.

The Customer agrees that Bluestone may disclose the fact that the Customer is a paying Customer of Bluestone. In relation thereto, the Customer agrees that Bluestone may use the Customer's name and logo to identify the Customer as a Customer of Bluestone on the Website and other channels and as part of Bluestone's promotional and marketing material if nothing else is specified.

The Customer may supply a logo and relevant guidelines for its use in Bluestone's material and Bluestone agrees to follow such guidelines.

#### **18 AMENDMENTS**

Bluestone reserves the right to amend and change the Terms, and the Customer will in such case be asked for a new approval.

Notice shall be given as stated in clause 20.

#### **19 SEVERABILITY**

If any part of these Terms is found to be invalid due to mandatory statutory law or a final legal judgment, it shall only affect those parts found to be invalid. The remaining parts of these Terms will still be valid and enforceable.

#### **20 DISPUTE RESOLUTION**

These Terms shall be governed by and interpreted in accordance with the laws of Norway. Any disputes shall be referred to and finally resolved by the courts of Norway. The legal venue shall be Tønsberg City Court.

#### **21 NOTICES**

All notices to Bluestone under the Terms shall be sent by e-mail to support@bluestonepim.com, or in writing to Bluestone AS, PO Box 2198, NO-3103 Tønsberg, Norway.

All notices to the Customer under the Terms shall be sent by e-mail to the Customer's legal contact and shall be

considered given the day the e-mail is sent.

The Customer hereby accepts that any communication from Bluestone to the Customer under the Terms may be electronic and/or in writing. Bluestone may hereunder contact and give notices to the Customer by e-mail and/or by posting notices on the Website or within the Products.

The Customer is responsible for supplying a valid relevant contact e-mail address in the ordering process and notifying Bluestone of any change in the Customer's contact details over time.

## **APPENDIX 1 - DATA PROCESSING AGREEMENT (DPA)**

This Data Processing Agreement governs each Party's rights and obligations, in order to ensure that all processing of personal data is conducted in compliance with applicable data protection legislation, including EU Regulation 2016/679 ("**GDPR**") and its applicable national implementation from its effective date.

A DPA is required if the solution will handle any personal data beyond those required for creating an internal user account (name and email address).

Bluestone's standard "Data Processing Agreement" will be prepared and supplied if required by the Customer.

## **APPENDIX 2 - SERVICE LEVEL AGREEMENT (SLA)**

### **Standard SLA**

This appendix describes the SLA conditions covering Bluestone PIM SaaS and Bluestone PIM Standard Apps. The Service Level Agreement is valid for the clients' Operational Bluestone PIM organization, not the Test organization. Third-party and Customer-specific Apps are not covered.

### **Availability and Uptime guarantee**

The Bluestone PIM SaaS will have an uptime of more than 99,5 % measured on a monthly basis. If the uptime for any monthly period is lower than this, the Customer will upon request be entitled to SLA compensation as calculated below.

*< 99,5% gives 10% compensation of the Monthly Subscription Fee*

*< 99,0% gives 15% compensation of the Monthly Subscription Fee*

The compensation will be deducted from the next calculated invoice.

### **Calculation of uptime**

$Uptime = (1 - (N - P) / D) * 100$

P: Downtime in connection with scheduled work according to a plan for maintenance of the Product (maintenance window)

D: Operating time in minutes - Total number of minutes in the specified month

N: Downtime in minutes - The time Bluestone PIM SaaS has been unavailable where this is due to circumstances in which Bluestone is liable. This excludes any force majeure events (paragraph 13) or any other circumstances beyond Bluestone's control and any circumstances for which the Customer is liable in whole or in part.

### **Monitoring**

Automated notification routines ensures that errors or potential errors in Bluestone PIM SaaS are reported and corrected according to Error Issue Priority Levels.

### **Error Issue Priority Levels**

The reported issues are categorized into 3 different levels. These are prioritized by Bluestone to ensure that the issue receives a suitable response.

**Critical** – Critical failure, workarounds have been ineffective and the issue affects an entire Bluestone PIM customer subscription.

**High** – Significant function failure and workarounds have been ineffective and the issue affects an individual or a few users.

**Standard** - Individual user, non-urgent issue – There have been problems affecting the efficiency of users.

## Response Time

Bluestone does not warrant that errors can be corrected immediately, as in practice there is an infinite number of sources of error and solutions. However, Bluestone will do its best effort to ensure that qualified personnel will be available and may begin to debug and correct the error as soon as possible and according to this table at the latest:

Priority Level	Start troubleshooting within *
Critical	2 work hours
High	Within one work day
Standard	2 workdays

\* after the error situation has been reported to Bluestone Service Desk.

Customers affected by critical errors will receive status incident reports every hour.

## Services

- Access to Service Desk 24/7 via Portal, e-mail, phone or chat
- Online surveillance of the Bluestone PIM SaaS 24/7/365:  
<https://status.bluestonepim.com/>

Bluestone PIM ordinary work hours are 08:00-16:00 Central European Time (CET)

The Customer may choose to upgrade the SLA level with the following additional SLA level at an additional fee.

## Extended Service Level Agreement

- 24/7 technical support with direct access to dedicated technical resources by email or phone
- Escalation level direct to support management

## Contact details

E-mail: [support@bluestonepim.com](mailto:support@bluestonepim.com)

Availability status page: <https://status.bluestonepim.com/>

User and API documentation can be found here: <https://help.bluestonepim.com/>

Service Desk Portal: <https://servicedesk.bluestonepim.com>

Chat: available in Bluestone PIM (InApp)

Service Desk consultant can be reached during defined work hours (CET) by phone:

NO +47 969 17 414

UK +44 808 5015 848

US +1-650-666-3453

### **APPENDIX 3 - GENERAL FINANCIAL TERMS**

Bluestone AS is registered in Norway with the company registration number: 982017440

The hourly standard rate for professional services is USD 150.

Hourly rate for Support assistance for customers with Extended Service Level Agreement outside work hours (CET) is USD 300 for each started hour. Bluestone PIM ordinary work hours are 08:00-16:00 Central European Time (CET)

All requests for professional services will be estimated by Bluestone and an estimate and price quote will be presented. Invoiceable services will only commence after an acceptance by the customer.

Normal payment terms for professional services unless otherwise agreed are 14 days

Payments are made by international bank transfer to

Bluestone AS, P.O.Box 2198, N-3103 Tønsberg, Norway

NOK IBAN: NO63 2400 0517 816

EURO IBAN: NO51 1251 0523 294

USD IBAN: NO73 1251 0523 286

Intermediary Bank for USD: Bank of New York Mellon, SWIFT/BIC: IRVTUS3NXXX

SWIFT/BIC : DNBANOKKXXX

Bank address: DNB, Postboks 1600 Sentrum, 0021 Oslo, Norway

## **APPENDIX 4 - BLUESTONE PIM PRICE MODEL - EXPLAINED**

### **How does the price model work?**

Bluestone PIM is priced on usage like most SaaS solutions. This is designed as automatic and dynamic as possible, to avoid any overhead for all involved parties. It will always give you a correct and fair price.

### **SaaS pricing**

We have no payment for the license, maintenance, installation, or server cost. Bluestone PIM is based on only monthly recurring SaaS payments.

### **Price quote on Bundle**

To give you a Price Quote we need an estimate of some key pricing factors; the number of users, SKUs, and languages. The numbers don't need to be accurate. When we have the numbers, we will calculate this as a discounted bundle, and give you a Price Quote based on a monthly cost.

### **Exceeded use**

If you use more than estimated in the discounted bundle, you will get this added to your monthly cost. This is according to the normal price list.

### **Payment**

Normal payments are 3 months upfront; but you can get extra discounts if you pay 6, 12, or 24 months upfront. These periods are defined as your legal subscription period.

### **Rotation**

At the next payment (end of the subscription period) you can ask us to give you a new bundle price. Your bundle will be adjusted to your actual usage, and you pay exactly for what you use. You can also choose another upfront payment period (the subscription period).

### **Monthly usage**

You can monitor your usage during the month in the manager, and at the end of the month, you will find a PDF Invoice based on last month's usage there too. This amount will be deducted from your prepaid balance, and you will receive a new payment request when your balance is low.

### **Definitions of usage**

- Number of Users - Number of named users at month-end
- Number of SKUs - Number of SKUs at months end
- Number of Languages - Number of active languages at month-end
- Transfer in GB - Transfer of user data out of solution during the month
- API calls/sec - Defined maximum ceiling for API calls/sec