

## SERVICES AGREEMENT

### DEFINITIONS

LOYAL GURU and the USER will be referred to hereinafter jointly as the "**Parties**" and individually as the "**Party**".

The appearing parties mutually acknowledge the necessary civil capacity to enter into and be bound by this contract, and

- I. LOYAL GURU is a company dedicated to the development, implementation, commercialization and specialized consulting in computer systems and has developed applications and tools for loyalty hosted on a cloud marketing platform, accessed by using the website app.loyal.guru or its interconnecting APIs, integrated into the technological architecture of JOBTITUDE (hereinafter, the "**PLATFORM**").
- II. LOYAL GURU has the necessary capacity to implement the services under this contract during its term, and the necessary organization and resources.
- III. JOBTITUDE is the exclusive owner and holder of the PLATFORM, and its rights of use and exploitation.
- IV. The USER is a company interested in contracting the services offered by LOYAL GURU. Thus, the Parties are interested in and consider it appropriate to form a collaboration regime, by virtue of which LOYAL GURU will provide the services required of it within the scope of the object of the present Contract. To this end, they have agreed to establish the terms and conditions for the provision of the services explained below.

By virtue of the foregoing considerations, both Parties agree to enter into this Services Agreement (hereinafter, the "**Contract**"), to be governed by the following

### CLAUSES

#### 1. DESCRIPTION OF THE SERVICES

LOYAL GURU will provide the USER with the services described in **Annex I** and will therefore provide the USER with a set of computer tools to activate a loyalty program for the USER's customers, with activation of points and personalized coupons, amongst other items.

## **2. DESCRIPTION OF THE LOYAL GURU PLATFORM**

- 2.1 LOYAL GURU makes the PLATFORM available to the USER to activate a loyalty program for the USER's customers, with activation of points and personalized coupons, amongst other items. The PLATFORM is a cloud SAAS platform from which the USER will be able to benefit once it is integrated with its internal services. The functionalities offered by the PLATFORM are shown in **Annex II**.
- 2.2 The PLATFORM does not carry out any commercial intermediation or intermediary agent activity for the USER, nor is it part of any service provision contract that the USER may sign with its customers. In no case does the LOYAL GURU platform guarantee the quality of the services provided by the USER to its customers, nor does the presence of the USER'S brand on the PLATFORM imply any recommendation about the service provision.
- 2.3 LOYAL GURU will be entitled to modify the look and feel (design, image, presentation and configuration) at any time without prior notice, and the PLATFORM content and its functions, by deleting, modifying, adding new features or subjecting them to specific conditions, without this altering the agreements or the commercial relationship between LOYAL GURU and the USER.
- 2.4 LOYAL GURU will keep the PLATFORM operational 24 hours a day throughout the year, whenever the state of the art allows.
- 2.5 If the USER detects any anomaly, interference from third parties, system errors or malfunctioning of the PLATFORM, it must inform LOYAL GURU by sending an e-mail to soporte@loyal.guru, so that the solution to the anomaly can be provided within 24 hours of its detection. If the anomaly or malfunction is due to causes attributable to LOYAL GURU, the Parties agree it must be rectified within 1 week of the detection of this PLATFORM anomaly or malfunction.

## **3. RIGHTS OF USE AND ACCESS**

- 3.1. LOYAL GURU grants the USER the right to access the PLATFORM and use the software under the trade name "Loyal Guru" for the time agreed in this Contract and in accordance with the conditions established herein.
- 3.2. USER will need a user name and password provided by LOYAL GURU to use the PLATFORM.
- 3.3. The USER guarantees the accuracy of the information provided under its own responsibility, which it must maintain at all times, expressly exempting LOYAL GURU from any consequences and damages that such an inaccuracy may cause for third parties.
- 3.4. The USER'S identification code and password are totally personal and non-transferable, assigned solely and exclusively to the USER, which is responsible to LOYAL GURU and to third parties for the proper use and non-transmission or disclosure to third party individuals and/or legal entities other than the USER or the person expressly authorized by the USER to contract on its behalf.
- 3.5. If the USER becomes aware of any loss or theft of access codes, unauthorized use of the PLATFORM or codes, or any violation of its security, it is obliged to notify LOYAL GURU immediately. In this case, the USER will have the right to be given another identification code and another password to access the PLATFORM.

The USER is responsible for keeping its account name and password confidential. LOYAL GURU is not responsible for any loss due to stolen passwords or identity theft. LOYAL GURU does not have access to the USER's password and, for security reasons, is only enabled to reset the password.

#### 4. CODE OF CONDUCT

- a) The USER declares under its exclusive responsibility it will comply with applicable regulations diligently and in good faith.
- b) The USER guarantees that the services to be offered on the PLATFORM are not illegal, immoral, forbidden or infringe the rights of third parties, and that it has all the authorizations and other requirements demanded by the law to carry out its business.
- c) The USER undertakes, under its responsibility, to provide complete, accurate and truthful information about its business and the services it offers through the PLATFORM.
- d) The USER is expressly prohibited from the following:
  - Creating false identities, acting on behalf of others without sufficient power or legitimation or impersonating others.
  - Entering false data, or fictitious offers of services; all its offers must be totally accurate and true.
  - Infringement of third-party rights, in particular, intellectual property rights.
  - Entering offers on items or objects that are withdrawn from the market.
  - Using the PLATFORM without having enough capacity to do so.
  - Not respecting the rules and processes determined for access to and use of the PLATFORM, or using methods that may damage the PLATFORM.
  - Sending spam, junk mail or unwanted advertising.
  - Using, buying or renting a mailing list for third parties.

If the USER'S conduct is not in accordance with the provisions of this Contract, LOYAL GURU will inform the USER of the incident detected and USER shall be granted with 15 days to resolve it. If this period elapses without the USER having rectified its conduct, LOYAL GURU reserves the right to terminate the Contract, by reliably informing the USER in writing of the effective date of the contractual termination.

#### 5. TERM

This Contract has an initial duration of 3 (THREE) YEARS from the date of its signing. Once this term has expired, this Contract may be automatically renewed for annual periods. If either Party does not wish to renew before the end of the initial term, it must give the other Party at least 3 (THREE) MONTHS notice in writing. The financial conditions established in this Contract will be valid for 3 (three) years; therefore, prior to the end of the third year, , the Parties will establish new financial conditions for the following year.

#### 6. TERMINATION

- 6.1. Both Parties may terminate this Contract in advance by informing the other Party in writing with a minimum of 3 (THREE) MONTHS' notice.
- 6.2. A material breach of any of the terms and conditions established in this Contract, which has not been remedied within 15 (FIFTEEN) days of being notified of it in writing by the other Party, will also be a cause for termination.
- 6.3. If this Contract is terminated, (i) the rights granted by one Party to the other will cease with immediate effect (unless otherwise provided for in this Section); (ii) LOYAL GURU will delete the USER's data immediately; (iii) each Party will make all reasonable efforts to return or destroy any other confidential information it has of the other Party immediately, if requested; and (iv) the USER will not be exempted from paying any outstanding amounts to LOYAL GURU.
- 6.4. Upon termination of this Contract, the USER may request the permanent deletion of its account and all associated data.

## **7. PRICING**

- 7.1. The rates for the services offered by LOYAL GURU are those set out in the Service Order. Services are purchased as a subscription for their access and use during the Subscription Term, and with the capacity, specified in a Service Order.
- 7.2. There are threshold conditions to which the list prices are subject to and apply in the following manner;
  - 7.2.1. For the CDP a threshold of 4,166,667 tickets applies, above which a variable fee per extra ticket shall apply.
  - 7.2.2. For the Loyalty a threshold of 150,000 customers applies, above which a variable fee per extra customer shall apply.
  - 7.2.3. For the Offers a threshold of 1,000,000 coupons applies, above which a variable fee per extra coupon shall apply.
- 7.3. LOYAL GURU will issue a sufficiently detailed invoice, on a monthly basis to include the services provided related to the maintenance of the connection to the PLATFORM. Notwithstanding the above, both Parties agree that the first invoice for the platform connection will be issued by LOYAL GURU before commencing the service, in accordance with the start-up plan agreed by both Parties, and will be settled in accordance with the form of payment agreed in the previous paragraph.
- 7.4. The monthly rate will be updated annually, given the case, according to the Consumer Price Index System, if applicable.

Any delay in applying the revision will by no means be considered as a waiver or expiration of it.

Additionally, the USER will pay for all travel and maintenance expenses for personnel sent to its offices to carry out the work budgeted for.

## **8. DEFAULT IN PAYMENT**

- 8.1. LOYAL GURU reserves the right to suspend or cancel this Contract and, consequently, any and all access to the PLATFORM by the USER, if there are any delays in payment.
- 8.2. The legal monthly interest rate will be applied to any outstanding balance of accounts in arrears, in addition to all the necessary expenses for its collection. This interest may not be paid in instalments and a single day of delay will imply the application of the full interest.
- 8.3. The USER will continue to be charged for connection rates during any period of suspension for non-payment. If either party terminates this Contract, the USER will be required to pay the outstanding balance of its account.

## **9. TAX**

The above amounts do not include taxes, fees or similar charges, e.g., value added tax, sales tax, use tax, and withholding tax, as established by applicable legislation. The USER will be responsible for the payment of all taxes in accordance with the terms of this Contract, as long as the USER is a taxable person.

## **10. INTELLECTUAL PROPERTY RIGHTS**

- 10.1. The USER expressly recognizes, for all purposes, that the information, signs, images, designs, logos, animations, videos, texts and other elements and contents, including the services and computer applications of the PLATFORM, are subject to the intellectual property rights of LOYAL GURU,

and/or of third-party owners who have duly authorized their inclusion on the PLATFORM, and therefore no rights to them are granted to the USER, except for any expressly recognized by virtue of this Contract.

Therefore, the USER must respect the property rights of the website and software used to provide the PLATFORM. The USER may use LOYAL GURU brand assets only in accordance with the guidelines the latter establishes.

- 10.2. The USER declares and guarantees it owns or has permission to use all the material and content it sends through any channel (text messages, e-mail, push messages, purchase ticket) when using the PLATFORM.
- 10.3. The USER will be directly responsible for all the consequences, damages and harm that may arise for LOYAL GURU and/or third parties for the infringement of any obligation contained in this term.
- 10.4. The USER will be solely responsible for the accuracy, quality, integrity, legality, reliability, suitability and intellectual property rights in the use of all data used on the PLATFORM.

For all the above reasons, LOYAL GURU must respect the intellectual property rights of the USER, while being able to use them in accordance with the guidelines set out by the latter.

## **11. USAGE AUDIT**

- 11.1. The PLATFORM has a system to identify the actions of each user, with the time and repercussions.
- 11.2. The USER will have one or more users to perform analyses or actions, the consequences of which will be the responsibility of the USER.
- 11.3. The content of the communications (text message, e-mail, push message, purchase ticket), and the type of discount/offer given from the PLATFORM, will be validated by the USER; therefore, the financial consequences of these discounts/promotions will not be the responsibility of LOYAL GURU.
- 11.4. The group of customers to which campaigns are made will be specifically chosen by the USER; therefore, any complaints made by customers, due to the receipt of unwanted communications, will also be responsibility of the USER.

LOYAL GURU will allow management of the sending of campaigns to users while respecting their wishes for receiving communications.

## **12. SUSPENSION OF SERVICE**

- 12.1. From USER Accounts by LOYAL GURU

If there is a breach of the Contract terms by the USER without prior written permission from LOYAL GURU, and the USER has not taken the necessary measures to amend it within 15 (fifteen) days, LOYAL GURU reserves the right to suspend or cancel the Services.

The duration of any Suspension by LOYAL GURU will be extended until the USER has remedied the breach leading to the suspension. Such a suspension is without prejudice to the right of LOYAL GURU to terminate this Contract for breach of the obligations assumed by the USER, as stated in term 6.2 of this Contract.

- 12.2. Due to emergency security incidents

**12.2.1.** Incidents that may affect the PLATFORM safety, among others, are considered as Emergency Security Incidents:

- Attacks on the operating system that may occur on the PLATFORM (e.g. by hackers trying to access the system to carry out certain types of attacks, e.g. a DDOS attack), LOYAL GURU may deny access to certain users for security reasons to block the system).
- USER'S customers losing the PLATFORM access password (e.g. if a USER customer loses the password giving access to the PLATFORM or shares it with an unauthorized person, LOYAL GURU can deny service or deactivate the customer's account as a matter of urgency, at the request of persons from the USER'S team).

12.2.2. If there is an urgent security incident, LOYAL GURU may automatically suspend the use of the USER Account. The suspension will have the minimum duration and scope necessary to prevent or resolve an emergency security incident. If LOYAL GURU suspends a USER account without previously notifying the USER, it will inform the USER of the reason as soon as is reasonably possible; such communication to the USER is obligatory.

### **13. RESPONSIBILITY**

13.1. LOYAL GURU will assume responsibility for any damage caused to the USER if it fails to comply with its obligations under this Contract, **limited by the amount paid by the USER in the previous calendar year**. Parties agree no punitive damages shall be applicable. LOYAL GURU is responsible for the proper functioning of the PLATFORM, leaving the USER unharmed for any direct damage caused to it by LOYAL GURU, arising from poor execution of the services it provides. Without prejudice to the above, LOYAL GURU will not assume any responsibility for indirect or consequential damage and/or loss of profit.

Likewise, LOYAL GURU undertakes to contract a Civil Liability Policy to guarantee compensation for any damage that may arise under the provision of the services.

13.2. LOYAL GURU is not responsible for any damages caused by improper use of the service by the USER, which must refrain from carrying out acts of any kind that contravene applicable legislation or the terms of use.

13.3. LOYAL GURU is not obliged to repair any direct or indirect damages caused by incomplete, incorrect or untrue information supplied by the USER of the PLATFORM, and will not be responsible for the behaviour of the USER, for its possible failures or for any insolvency situations it may find itself in.

13.4. Under no circumstances will LOYAL GURU be responsible for any damage the USER may suffer by non-compliance with the conditions of this Contract.

LOYAL GURU will not be obliged to repair any direct or indirect damage as a consequence of services provided by its external suppliers, such as Google or Amazon, with which it has collaboration or commercial agreements, acting solely as an intermediary, and which are unrelated to the business of the PLATFORM; in such cases, LOYAL GURU cannot assume any type of responsibility.

- 13.5. The USER will be the only party responsible for its business, based on offering the products and services that are commercialized through the PLATFORM, in relation to its management and to the fulfillment of current regulations applicable to the type of activity it is dedicated to, such as, obtaining permits, licenses and authorizations. For these purposes, management is understood as all the activities related to the provision of the services contracted, and any other activity related to the transaction model carried out through the PLATFORM.
- 13.6. The USER will be the only party responsible for any damage caused to LOYAL GURU, to any USER, and/or third party, as a result of bad faith, illegality, falsehood, inaccuracy, lack of diligence, failure to comply with information, content and/or the object of any transaction, commitment or contract that it assumes with its customers, as a result of the use of the PLATFORM or deriving from it.
- 13.7. If LOYAL GURU were to be declared responsible for any damage or harm caused by the above in a judicial or extrajudicial procedure, by a Court, Tribunal or Public Body, it may claim all the sums it has to pay and bear from the USER, including consequential damage, loss of profit and any costs it has had to pay, including those for taxes, fees, lawyers, court representatives, experts, arbitration, travel, accommodation and any other.
- 13.8. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, AS WELL AS ANY DAMAGES RELATING TO LOST PROFITS, OPPORTUNITIES OR REVENUES REGARDLESS OF ANY NOTICE OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING THE FOREGOING, NOTHING IN THIS SECTION 13.8 IS INTENDED TO OR SHALL LIMIT OR RESTRICT (i) THE INDEMNIFICATION RIGHTS OR OBLIGATIONS OF ANY PARTY UNDER SECTION 13 HERETO, (ii) DAMAGES AVAILABLE FOR A PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS, OR (iii) DAMAGES AVAILABLE IN THE CASE OF A PARTY'S FRAUD OR INTENTIONAL MISCONDUCT.

#### 14. SERVICE LEVEL AGREEMENT (SLA)

The parties agree to follow the good practices set out in **Annex IV** and **Annex V** to ensure that the services under this Contract are performed well.

#### 15. PRIVACY POLICY

##### 15.1 Protection of personal data

The Parties undertake to treat personal data to which they have access, and that has been provided by the other party for the proper provision of the services described in this Contract, in accordance with the applicable laws at any time and the indications given by the other Party, as well as to not disclose such data to third parties, nor even for safeguarding purposes, and apply all legally required security measures in order to preserve the integrity, confidentiality and availability of personal data.

##### 15.2.1 Legitimacy of personal contract data

The Parties authorize the processing of their personal contract data together with those obtained during the term of the contract to the processing of the data under the responsibility of LOYAL GURU, with the aim of carrying out the management of this contractual relationship and providing information about the services offered.

Basic data protection information	
Responsible party	JOBTITUDE, S.L.

<b>Purpose</b>	Contractual relationship, invoicing and commercial contact
<b>Legitimation</b>	Entering into a contract
<b>Target group</b>	No data will be passed on to third parties, unless legally required
<b>Rights</b>	To access, rectify and delete data, and other rights, as explained in the additional information
<b>Additional Information</b>	Additional and detailed information about our Privacy Policy can be found at <a href="http://www.loyal.guru/">www.loyal.guru/</a>

## 16. NON-SOLICIT

The USER, its partners and managers are obliged, directly and indirectly, (i) not to offer employment, enter into service leasing contracts or try to attract any person who is a director, employee or salesperson of LOYAL GURU, in relation to the service it provides.

## 17. IMAGE

17.1 The USER authorizes LOYAL GURU to use its name, image and logo for advertising, commercial or similar purposes, without this authorization entailing a transfer of commercial use of any kind. By way of example, the USER hereby expressly authorizes LOYAL GURU to use the logo and commercial name of the USER in the following cases:

- Having the USER brand on GOOGLE CLOUD PLATFORM as a success story for LOYAL GURU.
- Having the USER brand on the LOYAL GURU website.
- Having the USER brand in LOYAL GURU press releases.
- Having the USER brand in LOYAL GURU .pdf commercial.

17.2 The USER may use the name of LOYAL GURU in its advertising when it considers it appropriate, subject to the compliance with any industrial property rights and the respect for the reputation of LOYAL GURU.

## 18. CONFIDENTIALITY

The Parties agree to keep this Contract, its object, terms and conditions and the documents and information derived from it, confidential. They must therefore not disclose any of its aspects to any person other than those who are part of its board of directors or senior management; those who participate professionally in the transaction in a legal advisory, accounting, financial or other special capacity; or personnel affected by the provision of services under this Contract, unless required to do so by any regulatory body, inspector, supervisor or judicial procedure, or if imposed by law, regulation, rule, ordinance and/or any other legal mandate.

## 19. APPLICABLE LEGISLATION AND JURISDICTION

The access and use of the PLATFORM and interpretation, fulfillment and implementation of this Contract is subject to the provisions of Spanish law. The Parties waive any jurisdiction they may have and submit to the Courts and Tribunals of Barcelona.



**ANNEX I**  
**SERVICES TO BE PROVIDED BY LOYAL GURU**

**1. PLATFORM services**

- Daily synchronization of the PLATFORM and USER systems at the level of tickets, ticket lines, products, product classification, establishments, etc.
- Use of the following functionality: Cdp, Crm, Engine segmentation, Analytics, Couponing, Campaigns
- Complex periodic intelligent segmentation according to business criteria established between LOYAL GURU and the USER'S team, taking into account the customer, their ticket, the products on the ticket and their history.
- Assignment of discount coupons to identified USER customers
- Launching of communication campaigns (Text message/ E-mail/ Push message/ social networks or other communication channels) to inform about the availability of new coupons, promotions, etc.
- Periodic campaign analysis (impact of campaigns on sales).
- Analysis of the customer base, segments.
- Control panels required for monitoring.
- General users (consultation and action on all data)

## 2. SUPPORT services

### a) On a one-off basis: IT integration

The development of the integration process falls mainly on the retailer. The retailer will be responsible for carrying out a series of data exports (to deliver the data history to Loyal Guru) and the configuration/development of a process capable of sending the data periodically to the system (ideally in real time from POS via Loyal Guru's APIs; however, it can also be sent every hour/day in the form of files). In addition, when relying on Loyal Guru's discount validation/redemption/printing system, the retailer will have to make connections from its POS in real time to the Loyal Guru systems.

To guarantee the success of this process, the integration team at Loyal Guru will support the internal (or external) systems team to focus on their different tasks in the most optimal way:

- Export of historical data
- Synchronization of periodic data
- POS connection with Loyal Guru systems

For all 3 points, Loyal Guru will also provide detailed and interactive documentation to help perform these tasks.

Once these tasks have been completed by the retailer, Loyal Guru will perform the following tasks:

- Historical ingestion (ETLs capable of ingesting files delivered by the customer will be established, loaded into the system, etc.. )
- Configuration of the system that receives the rest of the data at intervals (either the activation of key APIs for the customer, or the periodic file ingestion system)
- Create access for users specified by the retailer on the Loyal Guru platform and parameterize it so the retailer can carry out its business.

### b) On a monthly basis:

- Customer service through a ticketing process
- Telephone Emergencies
- Business and technical support through a ticketing process
- Training

## ANNEX II

### LOYAL GURU MODULES DESCRIPTION

The main mission and capabilities of each of the platform's modules are described below.

#### **CDP (Customer Data Platform)**

This module is responsible for collecting different data provided by the retailer to build a single vision of the customer in relation to these data (either loyal customer or anonymous sale).

The module has two main mechanisms for data ingestion: file exchange and API Rest, which is more recommended. The system is optimized for customer, store, product, product classification, ticket header, ticket lines, discounts and promotions entities. Other entities can also be entered on the system.

**This module is responsible for the management of the BIG DATA so they can be consulted and activated later.**

#### **Segmentation Engine**

This module offers the option to create complex audiences through an easy drag and drop interface, based on the data ingested by the system. It creates audiences for later consultation, analysis, export and above all linkage with other product modules for the deployment of customized offers.

**This module is responsible for facilitating the creation of customer groups based on existing data related to them.**

#### **Advanced Retail Analytics**

Once the data has been entered by the PDC, this module offers the customer dozens of panels to consult the data entered graphically. These panels have filters that vary according to the one being consulted; however, the common filters are those of stores (or groups of them), products (or sub-classifications of these), customers (or sub-segments of customers) and time frames. There are many dashboards that solve common issues in the food retail sector.

**This module is responsible for facilitating the consultation of data graphically to the retailer.**

#### **Personalized Offers Engine**

This module offers the possibility of distributing personalized, nominal offers among customer audiences. These can then be distributed through any channel (either with our omnichannel module, or with a third party) and can also be consumed via any channel (TV, ecommerce, etc... as long as the channel is integrated with Loyal Guru). This module can be used with integration via files or via API; the latter offers more benefits and robustness. In addition, the module has a section to control the incremental sales generated by each of these discounts (as long as it is executed within the scope of a promotional "plan" and is not a one-off manual campaign).

**This module is responsible for facilitating the creation and distribution of personalized discounts among an audience of customers, and the subsequent measurement of the impact of this discount in terms of sales generated.**

## **CPG & Media management Engine for monetization and collaboration**

This module offers the possibility of managing promotional budgets from suppliers / manufacturers / CPG. It has different functionalities from the parameterization of the perimeter of action in products of this discount, the suggestion of audiences based on that perimeter, or the intelligent forecast of what would be the hypothetical launch of that campaign. Until finally, the specific campaign is launched and measured.

**This module is responsible for facilitating the management of promotional budgets obtained by the manufacturers' retailer and its personalized distribution in an optimal way.**

## **Loyalty**

This module offers the possibility of building a loyalty program based on obtaining points.

The module establishes accumulation rules based on customer purchases (and their detail at line and product level, etc.) and also other external factors (e.g., via an API trigger that comes from successfully filling out an externally maintained form).

In turn, the module establishes a gift catalog (each with its name, photo, points, etc.) that can be redeemed for points (via API, and is therefore at the mercy of the customer, who decides where it wants to display this catalog, redemption actions, etc.).

The module also allows the integration of the points in the purchase process as if it were a payment method. The customer can integrate this system into either physical or digital POS with the APIs provided by Loyal Guru in this module.

The consultation of points in the balance or movement format is possible via API, and is therefore easily integrated into any channel (app, ecommerce, POS, etc...)

**This module is responsible for facilitating the flexible creation of an omnichannel point program.**

## **Omnichannel Campaigns Engine**

This module offers the possibility of creating campaigns that can be sent by e-mail and text and push messaging. It also allows the creation of landings. Using a drag & drop interface, the retailer can create content templates with all relevant elements in the channel (e.g., responsive templates can be created in e-mail with images, text, variables, etc., and can be viewed well both on screen and on a mobile; with the same applying to other channels). An audience can be associated with this template and the template sent to the selected audience through the required channel.

One of the main advantages of this module in Loyal Guru is that it is already 100% integrated with the other modules, so that sending a personalized offer with a discount coupon embedded in an e-mail is possible without the need for integration.

**This is the module responsible for managing the omnichannel communication of promotional actions by, e-mail, text or push messaging.**

## ANNEX III

### LOYAL GURU SLAs

The parties agree to establish a Quality of Service and Service Level Agreement (SLA) for the LOYAL GURU platform contracted by the User, based on the following:

1. LOYAL GURU guarantees the latency of any call made against its system will be less than 500 ms in at least 99% of calls. This basically implies that any call made against LOYAL GURU's API to validate or redeem coupons, create a ticket, etc will always take less than 500 ms. Obviously, this refers to the response time, so if in the integration made or in the direct connection to the Internet of the User there are temporary overheads, those are not contemplated in this timing.

2. LOYAL GURU guarantees a successful response of 99% of calls made per month (understood as any call that does not have a response code in the range of 50x. Those with a response code of 500x are calls that indicate a serious internal error has occurred and that the operation therefore needs to be repeated). This implies that whatever the response to this call (success codes 200, errors 400 due to malformation of the request or other types of responses), they will be executed with a success rate of at least 99% of the time.

Neither LOYAL GURU, nor any other provider currently on the market can guarantee 100% success, so this implies that the integrator must always make the calls with an integrated retry system; such that, if a call falls to 1%, which could give an error, it is retried after X ms. Thus, the integration should be done according to the documentation sections provided by LOYAL GURU in relation to retries and the same powerful requests.

#### **Maintenance and system status monitoring**

LOYAL GURU offers a status monitoring system. This provides the service status, so IT department personnel or whoever is considered appropriate can sign on to receive notifications regarding any issue.

Any aspect that affects the User will be communicated via this system with the necessary notice.

In the case of light maintenance, these usually last between 30 seconds and 3 minutes, and are given 2 weeks' notice. Maintenance will always be carried out on a schedule that does not affect the real-time operation of the system, and will be sufficiently short in time not to impact the user if the integration of retries is correct.

For maintenance that implies changes in the integration, these are of course planned with the User so that JOBTITUDE can adapt to its timing, and will always be within 6 months.

The parties refer to the link for this service: <https://loyalguru.statuspage.io/>

## ANNEX IV

### SLA ATTENTION FOR INCIDENTS

#### **a) Level 1 Technical Support**

This level of support is not to solve technical incidents but rather resolve doubts or answer questions related to the use of the Platform, its functionalities, modules and the internal policies to be used in the different management processes. In most cases, it will be sufficient to consult the documentation or the JOBTITUDE knowledge base.

Level 1 technical support will be available by phoning 656 80 78 40 or 661 64 84 87 or by e-mail, [marketing@loyal.guru](mailto:marketing@loyal.guru). The service is available Monday to Thursday from 9.00 am to 6.00 pm and Friday from 8.30 am to 3.30 pm. The maximum response time will be 24 hours.

#### **b) Level 2 Technical Support**

This level of support is to resolve technical issues and help with high-level issues that cannot be resolved in Level 1 support. The entry point will always be via email [support@loyal.guru](mailto:support@loyal.guru), and the incident registered with a ticket.

The response and resolution time will depend on the seriousness of the incident. For critical incidents, the service is available every day from 9 am to 8 pm for first response and resolution of the incident. In other cases, the service and resolution time will be Monday to Friday from 9 am to 6 pm.

#### **Response times according to incident severity:**

Incident priority	Response time	Resolution time	Service available
Critical	120 min	4 hours	Every day, 9 am to 8 pm
High	120 min	8 hours	Monday to Friday, 9 am to 6 pm
Medium	120 min	4/6 weeks	Monday to Friday, 9 am to 6 pm
Low	120 min	3 months	Monday to Friday, 9 am to 6 pm

#### **Critical incidents**

- o High impact on business processes. It implies that the customer cannot wait for the resolution of the problem to be made the next working day.
- o Errors that are **essential** for the core functionality of the application
  - Coupon printing / validation
  - Granting discounts/points **with** monetary implications
  - Campaign launches
  - Connection to the critical server (e.g., ERROR 500)

### High priority incidents

- o Significant impact on business processes. A specific business functionality is severely restricted in its use, but **with no monetary impact for the customer.**
- o Errors related to the main functionality of the application.
  - Non-critical coupon printing
  - Granting discounts/points without monetary involvement
  - Platform modules other than points and campaigns

### Medium-priority incidents

- o Minor commercial impact. No additional software functionality is available, slightly affecting business objectives.
- o Errors that do not affect any critical user functionality. Generally, medium-severity errors have alternative solutions that allow users to perform the desired task that the error may have hindered, or the function may still work, but in a less effective manner.

### Low-priority incidents

- o Minimal commercial impact. Functional or technical queries on the use and status of the software.
- o Errors that do not interfere with the main functionality. The user's history meets all acceptance criteria.
- o For example,
  - Design
  - Text errors
  - Translation of texts