

Product Specific Terms

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The Propeller Product Specific Terms are intended to highlight some of the important things about using our different products. The Product Specific Terms form part of the Propeller Customer Terms of Service (the “TOS”) and are hereby incorporated therein.

If you are using any of the product(s) or service(s) described below, the terms corresponding to those product(s) apply to your use. We periodically update this page by posting a revised copy at <https://propel.us/product-specific-terms>, so please check back here for current information.

1. Propeller Commerce Cloud
2. Propeller Commerce Legacy
3. Propeller Sales Portal (Beta)
5. Consulting & Other Services
6. Service Level Commitment
7. Customer Support

1. PROPELLER COMMERCE CLOUD

1.1 Definitions

“Front-end” means the customer facing interface, for example a website or app, that you provide to your customers. This Front-end is typically tailored to your look & feel and needs.

“Back-office” means the standard Propeller platform where you login as a User to configure your commerce environment and work with your data.

“Integrations” means the (customized) connections to Third-Party system(s) to exchange data, either through our API or by other means.

“Shop” means the Front-end connected to your Back-office. Propeller supports multiple Shops connected to a single Back-office. A Shop may run on a dedicated domain name.

1.2 Configuration and integration

Front-end and Integrations are custom solutions built for you. This means that some features and functionality may not be available in your Front-end or Integration even when you are entitled to use this functionality based on your Subscription. You are free to have us (based on an Order) or a third party customize your Front-End or Integration to support any licensed functionality.

Third party software and connection capabilities change over time. We have no control over this. Your integration therefore might need regular updates and changes. We or a third party can perform this work as Professional services based on an Order.

1.3 Accelerators

Propeller may provide Accelerators to help you build a B2B Front-end that connects to our API's faster. Currently we provide a Wordpress plugin and a VueStoreFront package.

Accelerators are provided free of charge. Accelerators are provided under a Open Source license, therefore you are free to customise it to your needs. Accelerators are provided "as-is" and without warranties of any kind.

1.4 Complexity and system load

Your Front-end and Integrations can have varying complexity and therefore cause varying load on our systems. In addition to our AUP we can charge you for the additional load of our systems or you may reduce the complexity of your Front-end or Integration.

Traffic. If your Front-end attracts more traffic in 2 consecutive months than usual and therefore more API calls are made, we can adjust the Subscription fees.

2. PROPELLER COMMERCE LEGACY

2.1 Definitions

"Front-end" means the customer facing interface, for example a website or app, that you provide to your customers. This Front-end is typically tailored to your look & feel and needs. The Front-End is built in a framework (RightClick, Liquid or Sonar).

"Back-office" means the standard Propeller platform where you login as a User to configure your commerce environment and work with your data.

"Integrations" means the (customized) connections to Third-Party system(s) to exchange data, either through our API or by other means.

"Shop" means the Front-end connected to your Back-office. Propeller supports multiple Shops connected to a single Back-office. A Shop may run on a dedicated domain name.

2.2 Configuration and integration

Front-end and Integrations are custom solutions built for you. This means that some features and functionality may not be available in your Front-end or Integration even when you are entitled to use this functionality based on your Subscription. You are free to have us (based on an Order) or a third party customize your Front-End or Integration to support any licensed functionality. For Front-Ends built in RightClick or Liquid we will not add or build new functionality.

Third party software and connection capabilities change over time. We have no control over this. Your integration therefore might need regular updates and changes. We or a third party can perform this work as Professional services based on an Order.

2.3 Complexity and system load

Your Integrations can have varying complexity and therefore cause varying load on our systems. In addition to our AUP we can charge you for the additional load of our systems or you may reduce the complexity of your Integration.

Traffic. If your Front-end attracts more traffic in 2 consecutive months than usual, and therefore more database calls are made, we can adjust the Subscription fees.

2.4 E-marketing

The usage of the e-marketing add-on is bound by the Acceptable Use Policy.

3. SALES PORTAL (BETA)

3.1 “Paid Users” means those types of Users (defined in the Master Terms) for which we charge you fees as set forth in your Order Form

3.2 Sales Portal Subscription Fees

The Subscription Fee for Sales Portal products will remain fixed during the Subscription Term unless you:

- (i) exceed User or other applicable limits (see the ‘Limits’ section below),
- (ii) upgrade products or base packages,
- (iii) subscribe to additional features or products, or (iv) unless otherwise agreed to in the Order.

For our Sales Portal products, you will be charged fees associated with all Paid Users. For Sales Portal Professional and Sales Portal Enterprise, your number of Paid Users will not decrease, even if there is a subsequent reduction in the number of assigned Paid Users.

3.3 Fee Adjustments

For details on renewal pricing, see the ‘Fees’ section of our Master Terms.

3.4 Limits

For our Sales Portal products and paid Add-Ons to those products we may change the limits that apply to you at any time in our sole discretion.

Please refer to your Order for details of any additional limits that apply to your Sales Portal subscription.

3.5 Modifications

We may make changes to our Sales Portal product and Add-ons to that product that materially reduce the functionality provided to you during the Subscription Term.

3.6 No Representation; Warranty.

WE MAKE NO REPRESENTATION OR WARRANTY ABOUT THE ACCURACY OF DATA FROM THE SALES PORTAL PRODUCT.

4. CONSULTING AND OTHER SERVICES

4.1 Consulting Services

You may purchase Consulting Services by placing an Order with us. Unless we otherwise agree, the Consulting Services we provide to you are described in the Order Form. Fees for these Consulting Services are in addition to your Subscription Fee. If you purchase Consulting Services that recur, they will be considered part of your subscription and will renew in accordance with your subscription.

4.1.1 Location. All Consulting Services are performed remotely, unless you and we otherwise agree. For Consulting Services performed on-site, you will reimburse us our reasonable costs for all expenses incurred in connection with the Consulting Services. Any invoices or other requests for reimbursements will be due and payable within thirty (30) days of the date of the invoice.

4.1.2 Delivery. If there are a specific number of hours included in the Consulting Services purchased, those hours will expire as indicated in the applicable description, which expiration period will commence upon purchase (the "Expiration Period").

If there are deliverables included in the Consulting Services purchased, it is estimated that those deliverables will be completed within the time period indicated as the delivery period in the applicable description, which delivery period will commence upon purchase (the "Delivery Period").

If the Consulting Services provided are not complete at the end of the Delivery Period due to your failure to make the necessary resources available to us or to perform your obligations, such Consulting Services will be deemed to be complete at the end of the Delivery Period. If the Consulting Services provided are not complete at the end of the Delivery Period due to our failure to make the necessary resources available to you or to perform our obligations, the Delivery Period will be extended to allow us to complete such Consulting Services.

4.1.3 Third Party Providers. We might provide some or all elements of the Consulting Services through third party service providers. Consulting Services are non-cancellable and all fees for Consulting Services are non-refundable.

7.8 Alpha/Beta Services.

If we make alpha or beta access to some or all of the Subscription Service (the "Alpha/Beta Services") available to you (i) the Alpha/Beta Services are provided "as is" and without warranty of any kind, (ii) we may suspend, limit, or terminate the Alpha/Beta Services for any reason at any time without notice, and (iii) we will not be liable to you for damages of any kind, except in respect of losses that cannot be legally limited or excluded under law, related to your use of the Alpha/Beta Services. If we inform you of additional terms and conditions that apply to your use of the Alpha/Beta Services, those will apply as well. We might require your participation to be confidential, and we might also require you to provide feedback to us about your use of the Alpha/Beta Services. You agree that we own all rights to use and incorporate your feedback into our services and products, without payment or attribution to you.

7.9 Third Party Sites and Products.

You can choose to integrate Third Party Sites and Products with the Subscription Service. We are not responsible for any Third-Party Sites and Products or for any issues arising from or related to the Third Party Site or Product. The availability of any integration to a Third-Party Site or Product does not mean we endorse, support or warrant the Third-Party Site or Product.

8. SERVICE LEVEL COMMITMENT

8.1 For the purposes of this 'Service Uptime Commitment' section, the following definitions shall apply:

"Priority 1" means a critical full outage/severe issue that constitutes a catastrophic problem that causes complete inability to use the Subscription Service, across a significant portion of the production environment (e.g. crash or hang), resulting in production downtime and where there is no workaround or solution to the problem.

"Excluded" means the following: (i) unavailability caused by circumstances beyond our reasonable control, including, without limitation, act of God, acts of government, emergencies, natural disasters, flood, fire, civil unrest, acts of terror, strikes or other labor problems (other than those involving our employees), or any other force majeure event or factors; (ii) any problems resulting from Customer's combining or merging the Subscription Service with any hardware or software not supplied by us or not identified by us in writing as compatible with the Subscription Service; (iii) interruptions or delays in providing the service resulting from telecommunications or internet service provider failures outside of our datacenter as measured by our third party website availability monitoring provider; and (iv) any interruption or unavailability resulting from the misuse, improper use, alteration, or damage of the Subscription Service.

For the avoidance of doubt: also Excluded is any issue that is related to an Integration, for example when your website (Front-End) fails to load due to a Third Party service not being

available or responding in a timely manner or an Integration causing heavy load on the system, which causes your Front-End to be slow.

"Service Uptime" means
$$\frac{(\text{total hours in calendar month} - \text{unscheduled maintenance which causes unavailability} - \text{Priority 1 issue durations} - \text{scheduled maintenance} - \text{Excluded})}{(\text{Total hours in calendar month} - \text{scheduled maintenance} - \text{Excluded})} \times 100\%.$$

8.2 We will use commercially reasonable efforts to meet a Service Uptime of 99% for our Subscription Service in a given calendar month. All availability calculations will be based on our system records. Notwithstanding anything to the contrary in this Agreement, as Customer's sole and exclusive remedy for failure to meet availability or support commitments, in the event there are two (2) or more consecutive calendar months during which the Service Uptime falls below 99% in a given calendar month, Customer will be entitled to receive a credit equal to the prorated amount of fees applicable to the downtime as measured within two (2) or more consecutive calendar months during which the Service Uptime fell below 99%, which credit shall be applied against an invoice or charge for the following renewal Subscription Term, provided Customer requests such credit within twenty (20) days of the end of the relevant calendar month.

9. CUSTOMER SUPPORT

If you pay us a Subscription Fee ticket-based support is included at no additional cost as part of the Bronze support level. For Silver and Gold support phone and ticket based support is included at no additional cost.

9.1 Phone Support.

For Silver and Gold support Phone support is available from 9:00 to 17:00 Central European Time (CET), with reduced hours during holidays in the Netherlands and Northern Macedonia. We accept ticket based support questions 24 hours per day x 7 days per week. Ticket based support questions can be submitted through the service desk at: <https://propellor.atlassian.net/servicedesk/customer/portals>.

9.2 Ticket Based Support.

Ticket responses are provided during phone support hours only. We attempt to respond to support questions within one business day; in practice, our responses are generally even faster. We do not promise or guarantee any specific response time. We may limit or deny your access to support if we determine, in our reasonable discretion, that you are acting, or have acted, in a way that results or has resulted in misuse of support or abuse of Propeller representatives.

9.3 Support Limitations.

Issues resulting from your use of API's may be outside the scope of support.

9.4 Integrations

For all Support levels (bronze, silver, gold) questions regarding Integrations will be answered and solved as paid support. The rate that applies is the then current rate as communicated on our service desk or the agreed fee in your Order Form. The minimum duration that is charged for a single question or ticket is 30 minutes.