



Powering productivity, safety, and sustainability in the field

Effective: 24th September 2026

FYLD GENERAL TERMS AND CONDITIONS

INTRODUCTION

- (A) The Supplier offers a number of products and related services that it makes available to customers for the purpose of the execution of field workforce activities and incident reporting.
- (B) The Customer wishes to use certain of the Supplier's Products and Services to support its business operations.
- (C) The Supplier has agreed to provide, and the Customer has agreed to take and pay for, the Products and Services subject to the terms and conditions of this Agreement.

1. DEFINITIONS

1.1. For the purposes of this Agreement, the following terms have the definitions set out below:

"Agreement" means the General Terms and Conditions including the Schedules and Product Description referred to in Schedule 1 and the accompanying Order Form;

"Authorised Users" means the number set out in the Order Form of natural persons who are authorised by the Customer to access and use the Product and Services (whether such access is direct or indirect and including contractors of the Customer), and who are assigned a 'unique user credential' to allow such access;

"Order Form" means the order form signed by both parties setting out certain key commercial terms;

"Confidential Information" means all information (whether written, oral or in some other form) disclosed to or obtained by one party (whether directly or indirectly) from the other (whether before or after the signing of this Agreement), including all information relating to the other's, business, operations, systems, processes, source code (if applicable) products, trade secrets, know-how, contracts, finances, plans, strategies or current, former or prospective clients, customers, partners or suppliers (together with copies made of any of the foregoing) and which information is marked as being confidential or might reasonably be assumed to be confidential, but excluding information which: (i) is available to the public other than because of any breach of this Agreement; (ii) is, when it is supplied, already known to whoever it is disclosed to in circumstances in which they are not prevented from disclosing it to others; (iii) is independently obtained by whoever it is disclosed to in circumstances in which they are not prevented from disclosing it to others;

"Customer" has the meaning set out in the Order Form;

"Fees" has the meaning set out in the Order Form;

"General Terms and Conditions" means these general terms and conditions;

"Intellectual Property Rights" means all patents, copyright and related rights, moral rights, trademarks domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim

priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

"Materials" has the meaning set out in clause 4.2;

"Products" means the Products selected by the Customer on the Order Form as more particularly described in Schedule 1 and including any documentation and user guides provided with such Products;

"Services" means the Services selected by the Customer on the Order Form as more particularly described in Schedule 1;

"Supplier" has the meaning set out in the Order Form; and

"Term" means the period set out in the Order Form plus any Further Term(s) pursuant to clause 5.

- 1.2. In the event of any conflict between the Order Form and the General Terms and Conditions, the Order Form shall prevail.
- 1.3. Clause, schedule, and paragraph headings shall not affect the interpretation of this Agreement. Any schedules and annexes form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Schedules and Annexes.
- 1.4. Unless the context requires otherwise, a reference to **writing** or **written** includes email and any words following the terms **including, include, in particular, for example** or any other similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or terms preceding those terms.

2. SUPPLIER OBLIGATIONS

- 2.1. The Supplier shall provide the Products and Services to the Customer during the Term. Supplier shall perform the Services with reasonable skill and care in accordance with best practice in the Supplier's industry, profession, or trade and in accordance with the service levels set out in Schedule 2.

3. CUSTOMER OBLIGATIONS

- 3.1. If specified on the Order Form, Authorised User or video limits shall apply as relevant and, where Customer exceeds those limits, it shall be entitled to purchase additional access and capacity.
- 3.2. The Customer is responsible for its (and its Authorised Users') use of the Products and Services. Specifically, and without limitation, the Customer is responsible for content, including clips and outputs generated by it using the Products and for the accuracy of such clips and outputs and any action or inaction taken by it through the use of the Products. In particular, the Customer shall ensure all of its Authorised Users using the Products: (i) comply with all applicable Products user guides provided by the Supplier from time to time; (ii) comply with health and safety guidance and laws; and (iii) keep any passwords and access to the Products and Services secure. It is the Customer's responsibility to ensure it has equipment (of appropriate specification and compatible with the Products) and internet connection to enable use of the Services. The Customer is responsible for all charges for internet access (including mobile data usage) charged by its internet supplier.
- 3.3. The Customer acknowledges that, in respect of the "FYLD Work Execution Product", if provided under this Agreement, the Supplier only provides suggested generic template risk assessment forms and process follows through the Products but it is the Customer's responsibility to review and amend such forms and processes for its own specific purposes and to ensure compliance with applicable laws.

4. INTELLECTUAL PROPERTY AND MATERIALS

Customer IP and Materials

- 4.1. The Customer shall own all Intellectual Property Rights in its own branding which it may choose to incorporate into the Products for its use during the Term only. The Customer hereby grants to the Supplier, a personal, non-transferable, non-exclusive, non-sublicensable, limited license to use such branding and templates solely for the purposes of providing the Products and Services during the Term (to the extent required to provide the same) and otherwise as expressly agreed by the Customer in writing.
- 4.2. Through the Customer's use of the Products and Services, audio, visual or audio-visual clips and other outputs (including those generated through Foresight Applications if selected as a Product) will be generated by or on behalf of the Customer. The Customer (or the member of the public as relevant to the Product) and not the Supplier shall own any Intellectual Property Rights in such clips and outputs and any Intellectual Property Rights otherwise comprised in such materials ("**Materials**"). Materials can be accessed by the Customer through the Products. The Supplier shall only have a right (and the Customer hereby grants a licence to the Supplier for such purpose) to use the Materials for the purposes of providing the Products and Services in accordance with Schedule 1 to the Customer during the Term and (subject to the Materials being first anonymised and made non-attributable to Customer), for general product analysis, training, innovation and improvement during and after the Term.

Supplier IP and Materials

- 4.3. The Supplier owns all Intellectual Property Rights in and to the Products and Services. The Customer does not acquire any ownership interest in the Products or Services under this Agreement, or any other rights, other than to use the Products and to receive the Services in accordance with the Agreement during the Term. The Supplier and its suppliers and service providers reserve and shall retain their entire right, title, and interest in and to the Products and all Intellectual Property Rights arising out of or relating to the Products, except as expressly granted to the Customer in this Agreement.
- 4.4. The Supplier hereby grants to the Customer (subject to the Customer's compliance with the terms of this Agreement, including as set out in clauses 3 and 4.5), a personal, non-transferable, non-exclusive, non-sublicensable, limited license to use the Products and receive the Services for the Customer's own business purposes during the Term.
- 4.5. The Customer is not permitted to: (i) edit, alter, modify, adapt, translate or otherwise change the whole or any part of the Products, nor permit the whole or any part of the Products to be combined with, or become incorporated in, any other Products or software, nor decompile, disassemble or reverse engineer or make derivative works of the Products or attempt to do any such things; (ii) reproduce, copy, distribute, resell or otherwise use the Products for any commercial purpose other than the purpose for which the Products were provided; (iii) allow any third party to use the Products on behalf of or for the benefit of any third party; (iv) use the Products in any way which breaches any applicable local, national or international law or for any purpose that the Supplier considers is a breach of this Agreement; (v) remove, or obscure any trademarks or proprietary rights notices provided on or with the Products; (vi) use the Products for purposes of competitive analysis of the Products or the development of a competing Products, product or service; (vii) link to any third party Products or tool other than by way of authorized API provided and agreed by the Supplier.
- 4.6. Subject to clause 4.7 and compliance by Customer with the terms of this Agreement, the Supplier shall indemnify, defend and hold harmless the Customer from and against any losses, damages, costs and expenses (including reasonable legal fees) finally awarded

against the Customer by a court of competent jurisdiction, arising out of any claim brought by a third party alleging that the Customer's use of the Products or Services in accordance with this Agreement infringes such third party's Intellectual Property Rights (an "IP Claim").

4.7. If any IP Claim is made or is reasonably likely to be made:

4.7.1. the Customer shall promptly notify the Supplier in writing of the IP Claim upon becoming aware of it and the Supplier shall have exclusive control of the defence and settlement of the IP Claim, provided that the Supplier shall not settle any IP Claim in a manner that imposes any liability, admission of fault or obligation on the Customer, or adversely affects the Customer's rights under this Agreement, without the Customer's prior written consent (such consent not to be unreasonably withheld or delayed); and

4.7.2. the Customer shall mitigate its losses and provide such reasonable assistance, information and cooperation as the Supplier may reasonably request in connection with the defence or settlement of the IP Claim and the Customer shall not make any admission of liability, agreement or compromise in relation to the IP Claim without the prior written consent of the Supplier.

5. TERM AND TERMINATION

5.1. This Agreement shall commence in respect of each Order Form on the subscription start date set out in that Order Form.

5.2. At the end of the specified term set out in the Order Form, the applicable Order Form and Agreement will be automatically renewed for successive terms each being the same period as the term set out in the Order Form (each a "Further Term"), unless not less than ninety (90) days' notice of termination is provided by either party in writing to the other prior to the expiry of the then current term or Further Term. Such renewal shall be on the same terms plus any applicable Consumer Price Index (CPI) adjustment unless otherwise agreed in writing between the parties.

5.3. Where the Customer has multiple Order Forms, if this Agreement is terminated in respect of one Order Form (as specified by the terminating party in writing) any other Order Form shall continue in force until it is also terminated.

5.4. Without affecting any other right or remedy available to it, either party to the Agreement may terminate it with immediate effect by giving written notice to the other party if:

5.4.1. the other party fails to pay an amount due under this Agreement on the due date for payment and remains in default not less than thirty (30) days after being notified in writing to make such payment;

5.4.2. the other party commits a material breach of any term of the Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of thirty (30) days after being notified in writing to do so;

5.4.3. the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), applying to court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business; or

5.4.4. the other party suspends or ceases, or threatens to suspend or cease, carrying on business.

5.5. On termination of the Agreement for whatever reason:

5.5.1. any provision of the Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Agreement shall remain in full force and effect;

5.5.2. termination or expiry of the Agreement shall not affect any of the rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination or expiry; and

5.5.3. the parties shall comply with the 'End of Agreement Data Download Policy' available at: <https://fyld.ai/legal-documentation>

6. FEES AND PAYMENT

- 6.1. In consideration of the provision of the Products and Services by the Supplier, the Customer shall pay the Fees as set out in the Order Form to the Supplier. Any additional charges incurred in the provision of any Services, such as reasonable travel expenses, must be approved in advance in writing by the Customer before they can be invoiced to the Customer.
- 6.2. The Supplier shall invoice the Customer for payment of the Fees at the time the Fees are expressed to be payable as set out in the Order Form and the Customer shall pay the Fees which have become payable within thirty (30) days of receipt of the invoice from the Supplier.
- 6.3. If a party fails to make any payment due to the other party under this Agreement by the due date for payment, the payee party shall notify the payor party in writing (which may include email) that such payment has not been made and giving the defaulting party a further seven (7) days to make such payment (the "**Late Payment Due Date**"). If the payor party still fails to make payment after the Late Payment Due Date has elapsed, then, without limiting the other party's remedies, the defaulting party shall pay interest on the overdue sum from the Late Payment Due Date until payment of the overdue sum, whether before or after judgement. Interest under this clause will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.
- 6.4. All sums payable by either party under this Agreement shall be paid in pounds sterling unless otherwise agreed in writing by the parties.
- 6.5. The Fees are stated exclusive of all taxes. The fees must be grossed up for any withholding tax applied, along with any local sales taxes applicable. The grossed up withholding tax and any local sales taxes added at the prevailing rate as applicable and paid by the Customer following delivery of a valid invoice which includes these applicable fees.

7. DATA PROTECTION

- 7.1. In respect of any personal data captured through use of the Products and provision of the Services (including any personal data comprised in the Materials), the parties acknowledge that each is a separate data controller and shall each be separately responsible for its own compliance with data protection laws.
- 7.2. The Supplier has a privacy policy explaining to users of the Products (including Authorised Users and members of the public as applicable) how the Supplier will process their personal data and explaining their rights in relation to the same. This is available at fyld.ai/privacy-policy and in the Products. If the Customer is aware of any complaint or data breach in relation to or affecting the Products, it shall promptly inform the Supplier.

8. LIABILITY

- 8.1. Nothing in this Agreement shall limit or exclude either party's liability for death or personal injury caused by its negligence or for fraud or any other damage that cannot be excluded by law. The Supplier only gives a warranty that the Products will contain the functionality set out in this Agreement when properly installed and operated in accordance with the Supplier's instructions and does not give any warranty or make any commitment as to the

accuracy of any clips or outputs . The Customer assumes sole responsibility for its use of the results and output obtained from the use of the Products and the Materials, and for any action or inaction as a consequence of such results and the Supplier shall not be liable for any such output or results or reliance by Customer or third parties upon the same.

- 8.2. Except as set out in clause 8.1, the Products and Services are provided to the Customer on an "AS IS" basis and the Supplier expressly disclaims all warranties whether express, implied, statutory, or otherwise with respect to the Products and the Supplier provides no warranty or undertaking that the Products will meet the Customer's requirements or be error-free or operate without interruption. Neither party shall be liable to the other party or any other person for any:

8.2.1. lost revenues or profits, delays, interruptions or loss of business, data (save in respect of a breach of clause 7) or goodwill; or

8.2.2. indirect or consequential loss (save in respect of a breach of clause 7), in each case howsoever arising and regardless of whether or not such loss or damage was foreseeable.

- 8.3 Subject to clauses 8.1 and 8.2 above, in no event will either party's liability to the other party under or in connection with this Agreement (other than any obligation to pay Fees) exceed:

8.3.1 in the case of a breach of clause 4, including the indemnity under clause 4.6 (intellectual property), or clause 9.2 (confidentiality), five million pounds sterling (£5,000,000);

8.3.2 in the case of a breach of clause 7 (data protection), five million pounds sterling (£5,000,000); and

8.3.3 in the case of any other breach of the Agreement, the greater of: (i) 100% of the Fees paid or payable in the preceding twelve (12) month period; and (ii) one million pounds sterling (£1,000,000).

9. GENERAL

- 9.1. Each party warrants to the other that it has all necessary rights and permissions to enter into this Agreement and to make the commitments set out in it.
- 9.2. Each party may be given access to Confidential Information from the other party in order to perform its obligations under this Agreement. Each party shall hold the other's Confidential Information in confidence and not make the other's Confidential Information available to any third party, or use the other's Confidential Information for any purpose other than the implementation of this Agreement. Each party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of this Agreement. A party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction.
- 9.3. Neither party shall be in breach of the Agreement nor liable for delay in performing, or failure to perform, any of its obligations under the Agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control.
- 9.4. This Agreement, and any dispute arising out of or in connection with this Agreement, shall be governed by and construed in accordance with the laws of England and Wales and each party agrees to submit to the exclusive jurisdiction of the courts of England and Wales. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in

any other jurisdiction.

- 9.5. This Agreement constitutes the sole and entire agreement between the Customer and the Supplier with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer on any other person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.
- 9.6. This Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Agreement.
- 9.7. This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. A failure or delay by a party to exercise any right or remedy provided under the Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.
- 9.8. Marketing. Subject always to the Customer's prior approval and agreement in each case including as to any quotes and images and references used:
 - 9.8.1. the Supplier may display the Customer's name and logo within Supplier's website and other Supplier public marketing materials, including trade shows, customer events, and media publications;
 - 9.8.2. the parties may collaborate to publish quotes concerning the relationship with the Supplier;
 - 9.8.3. the Supplier may publish press releases announcing the official relationship with the Supplier; and
 - 9.8.4. the parties may collaborate to jointly create a white paper and video testimonial after the successful implementation of the Products, and no later than six (6) months after the start of the Term for use by the Customer for marketing purposes.
- 9.9. Neither party has been offered any illegal or improper bribe, kickback, payment, gift, item of value or other enticement from an employee or agent of the other party in connection with the entering into of this Agreement, excluding minor and reasonable gifts and entertainment provided in the ordinary operating course of business.
- 9.10. Neither party may assign any of its rights or obligations under this Agreement without the other party's prior written consent, which shall not be unreasonably withheld. However, either party may assign their rights and obligations under this Agreement in the event of a merger, acquisition or corporate reorganization, or sale of the majority of business assets save where this is to or with a competitor of the Supplier. Where an assignment does take place, this Agreement will bind and have the effect of transferring all rights and obligations under the Agreement to respective successors.

SCHEDULE 1 PRODUCTS AND SERVICES

The Customer shall select the Product(s) that it wishes to subscribe to under this Agreement in the Order Form and the Services that apply to that Product shall then be provided with it. A summary description of each Product is set out below. Full functional specifications for each Product are set out in the Supplier's Product Description (as defined below).

In delivering the Services, the Supplier may process user-level data, including location, activity, and performance data, to personalise and optimise the user experience, including through safety scoring, engagement badges, recognition features, and tailored communications.

FYLD Core Platform. The shared, underlying technology and operational layer providing common functionality across FYLD applications, including authentication and authorisation, API gateway and service endpoints, data ingestion, processing, storage and export, configuration and feature management, eventing/queues, observability, and integration tooling.

Frontline Intelligence Application. A mobile workforce and job management solution incorporating AI-powered video risk assessment, job wrap-up and evidencing, corrective actions, and configurable forms, permits and workflows.

ShowMe Application. A utility customer self-service solution enabling utilities' customers to remotely report issues or request services from their utility providers via video.

Incident Response Application. A solution enabling real-time visibility of incident-related jobs and efficient real-time collaboration between control room and field teams, powered by custom workflows.

Self-Service Forms Builder Application. A no-code solution enabling the building, editing and publishing of forms and permits, including AI-powered form drafting.

Incident Management Application. A solution enabling the recording, investigation and reporting of safety events, including AI-assisted investigation and insight dissemination.

Audits and Inspections Application. A solution enabling the scheduling, conducting and reporting of audits and inspections, including AI-powered analysis and insight extraction.

Foresight Applications. A group of advanced AI capabilities, including a natural-language analytics tool and copilot ("Ask FYLD AI") and use-case-specific AI agents, together with forward-deployed engineer support to deploy custom agents. If the Supplier introduces and offers autonomous AI agent functionality, such deployment shall be subject to the written approval of both parties before it is used by the Customer.

Add-Ons. A growing set of partner applications integrated with the FYLD Platform.

Professional Services. Implementation, configuration, onboarding, integration, training, customer success, and bespoke configuration and development services provided by the Supplier in connection with the selected Products, as more particularly described in one or more Statements of Work agreed in writing between the parties from time to time.; "**Statement of Work**" means a more detailed specification of services in respect of Professional Services agreed in writing between the parties. In the event of any conflict between a Statement of Work and these General Terms and Conditions, these General Terms and Conditions shall prevail unless the Statement of Work expressly states otherwise. Travel and reasonable out-of-pocket expenses incurred in the delivery of Professional Services shall be reimbursed by the Customer at cost, subject to prior written approval in accordance with clause 6.1 of this Agreement.

Product Description — Incorporation by Reference

Full functional specifications, feature lists, and support/service levels applicable to each Product are set out in the Supplier's product description document (the "**Product Description**"). The version of the Product Description in force as at the Order Form Effective Date is incorporated into this Agreement by reference and shall be made available to the Customer as a dated document provided directly by the Supplier.

The Supplier may amend the Product Description from time to time to add, remove, or update functionality, provided that no such amendment shall materially reduce the core functionality of a Product to which the Customer is then subscribed without the Customer's prior written consent.

SCHEDULE 2 SERVICE LEVELS

The following service levels apply to the provision of the Services but excludes:

- Scheduled Maintenance: Planned maintenance activities will be communicated in advance to the customer.
- Force Majeure Events: Situations outside the Supplier's reasonable control (including without limitation, natural disasters, acts of war, or internet service provider failures).
- Third party services: issues caused by third party services or integrations outside of the Supplier's reasonable control.
- Customer negligence: such as a failure to maintain software updates or to adhere to documented best practices. Use of Services in ways not aligned with agreed terms.

Support Availability:

Support services will be provided to the Customer as follows:

Standard Support Hours: Monday to Friday, 24 hours. Saturday and Sunday 09:00-17:00 UK time

Public Holiday Coverage: Support cover is guaranteed 365 days a year with no disruption to escalation pathways

Priority Levels:

The Supplier categorises issues into the following priority levels based on impact and severity:

Priority	Definition
P1 Critical	Severe impact or complete outage requiring immediate attention (e.g., system-wide downtime, data corruption).
P2 Major	Significant functionality loss impacting core operations but not causing a full outage.

P₃ Moderate	Moderate impact on user experience or functionality without urgent business consequences
P₄ Minor	Low-impact issues, such as minor issues affecting individual users or cosmetic improvements

Response and Resolution Commitments:

The Supplier support team will respond and resolve issues within the following timeframes:

Priority	Initial Response	Updated Frequency	Target Resolution
P₁ Critical	30 minutes	Every 30 minutes	4 hours
P₂ Major	30 minutes	Every 2 hours	1 working day
P₃ Moderate	1 hour	Monthly	Future release
P₄ Minor	3 hours	Quarterly	Future release

Resolution timeframes are targets, not guarantees. Complex issues may require extended resolution times, and customers will be notified accordingly. A resolution may be a product change or workaround

Reporting Issues:

To report an issue, please contact the Supplier support team via one of the following channels:

Email: help@fyld.ai

Phone:

o UK - +442080686830

o Chile - +56413290278

o Texas - +14692121002

o Mexico - +525585259479

In-app Chat, available on both the Web and Mobile platforms

The most up to date Guidance on engaging Support is discussed in our Knowledge Base, here:

<https://help.fyld.ai/en/articles/6838684-using-fyld-support>

When reporting an issue, include the following details to facilitate swift resolution:

1. Description of the issue

- Affected individual (s) FYLD login email
- Frequency of the issue (how often does this occur?)
- Effect of the issue (blocking work, unable to login, etc.)
- Timeframe of the issue (how long has this occurred for and when was the latest occurrence?)

2. Steps to reproduce (if applicable)

- What was happening at the time the issue occurred (What actions were the user performing and where?)

- b. Devices or configuration (i.e. browser, operating system version) where the issue occurs
- c. Application version(s) in use (on the Mobile application)

3. Relevant screenshots or logs

4. Business impact assessment

- a. Number of affected users
- b. Impact on business day-to-day processes
- c. Any urgent deadlines or required information

Service Availability Commitment:

Supplier is committed to delivering reliable service with a yearly uptime target:

The Supplier supports customer requests through a browser, mobile device, or API endpoint. Availability (uptime) applies to the entire platform, excluding tool-specific incidents. Supplier's yearly service level target for availability of the Platform is 99.9%. This target does not include third-party dependencies that may affect system availability.

Customer Responsibilities:

To ensure timely resolution of issues, customers are responsible for:

1. Providing accurate, detailed issue descriptions and supporting information.
2. Assigning a point of contact for ongoing communication.
3. Ensuring system and network configurations align with FYLD's recommendations.

Escalation Path:

If an issue is not resolved within the target timeframe or requires further attention, customers may escalate it through the following channels:

Tier 1: Assigned support agent

Tier 2: FYLD Technical Support Manager

Tier 3: FYLD Customer Success Manager

Escalations can be initiated via:

- **In-product Chat:** Available on both Web and Mobile platforms.
- **Email:** help@fyld.ai
- **Phone:**
 - UK +442080686830
 - Chile +56413290278
 - Texas +14692121002
 - Mexico +525585259479