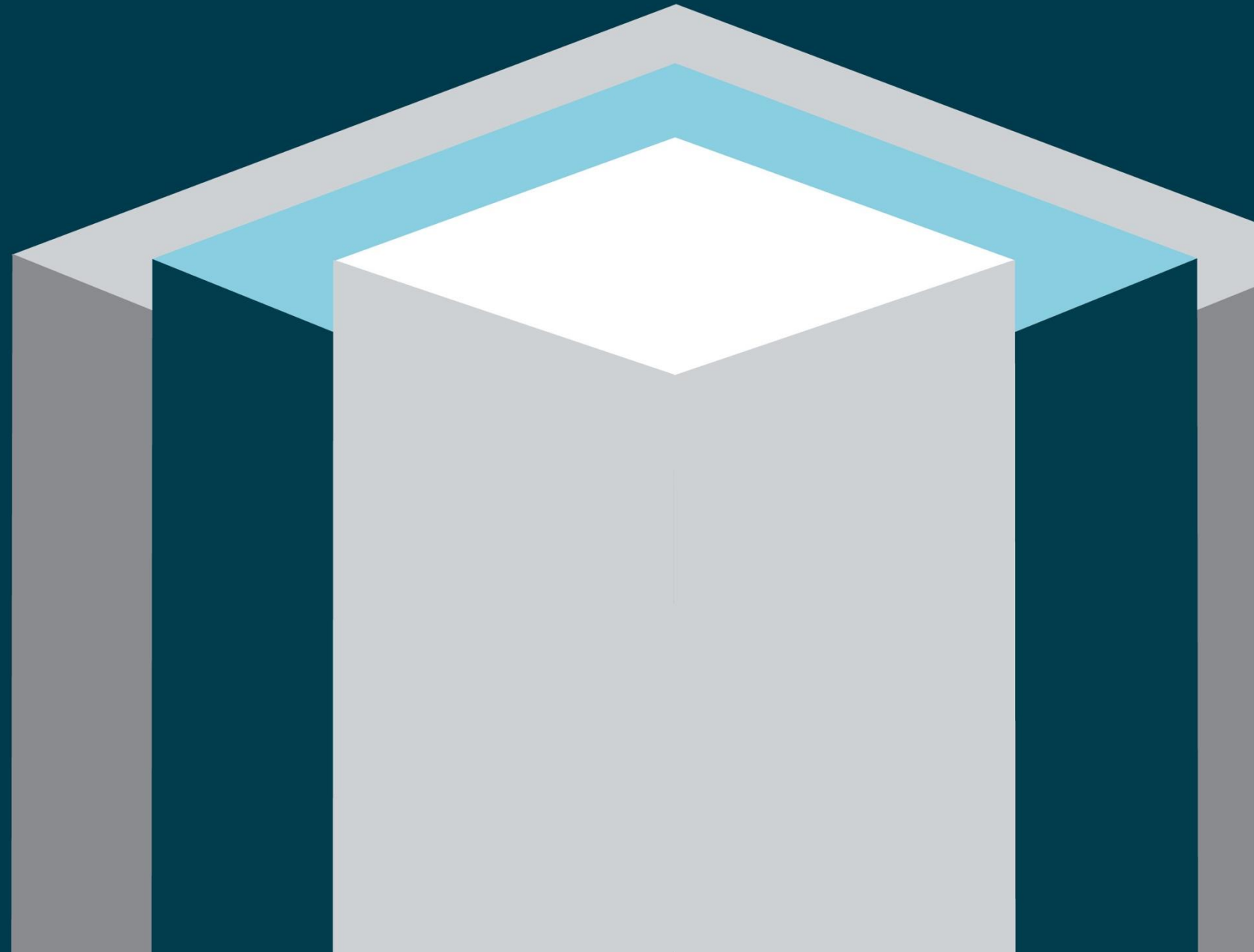**thinkproject**

Service Level Agreement

1.
Scope of regulation

The following provisions of this Service Level Agreement (SLA) specify the liability for defects owed by the Provider under the contract for the operation of the software in the cloud.

They are to be understood merely as contractually defined minimum content of the Customer's defect liability claims under the contract on the operation of the software in the cloud. These defect liability claims shall in any case remain unaffected by this SLA in their contractually owed scope.

2.
Framework

The following provisions of this Service Level Agreement (SLA) specify the liability for defects owed by the Provider under the contract for the operation of the software in the cloud.

They are to be understood merely as contractually defined minimum content of the Customer's defect liability claims under the contract on the operation of the software in the cloud. These defect liability claims shall in any case remain unaffected by this SLA in their contractually owed scope.

3.
Priority Levels and Ticket type

Service Levels are defined by both: Priority and Ticket type with impact and urgency being considered to determine the overall priority.

The priority level is set upon initial response to the request but will be monitored and can be upgraded or downgraded throughout the life of an incident/request.

a. Priority

Impact
This is the measure of the effect of an incident /request and of the potential damage caused by the incident/request before it can be resolved.

Urgency
This is the measure of how quickly a resolution of the incident/request is required.

		IMPACT		
		High	**Medium**	**Low**
URGENCY	**High**	Urgent	High	High
	Normal	High	Normal	Low

Below outlines the definitions and examples of the priorities:

PRIORITY LEVEL	TYPES OF TICKET
Urgent	Major functionality is impaired/the system is down and no workaround is available. Or, a defect that causes major commercial risk i.e. A server is down, data is lost, breached, or corrupt, performance is degraded to an unusable level
High	Major functionality is impaired, although a temporary workaround may be available. Or, a defect that causes some commercial risk i.e. Multiple users cannot access or use an application, some functions are not available, or, performance is significantly reduced
Normal	Partial, non-critical loss of functionality. Inconvenience, workaround likely present i.e. A single function is not working, a defect is affecting a small group of users, performance is reduced
Low	No loss of functionality-general usage question i.e. Cosmetic issue, minor system fault, access request

b. Type

Ticket type
is determined by the kind of request that is received and will differentiate the service level applied to that request.

TICKET TYPE	DEFINITION
Incident	Unplanned interruption to a service or reduction of quality of service i.e. Outages, performance issues, system defects, etc.
Service Request	A request which is part of your normal service delivery i.e. Access/password requests, questions regarding functionality, administration, adding to rules, etc.
Change Request	A proposal for an alteration or addition of a new work flow to the product or system (beyond the scope of agreement/the laid out concept) i.e. new document types, work flows, name changes, etc.

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4.
Service Level

Unless agreed otherwise, support by the Provider is limited to the operation of the respective system and does not extend to support or consulting about the use of the respective software.

a. Response Time

Depending on the respective application software made available, support tickets for the services can be provided by the Provider's support centre and the Provider will respond to them in the times defined in the respective service description.

After consideration of both priority and ticket type, the table below outlines which response time Thinkproject will aim to adhere to.

	INCIDENT	SERVICE REQUEST	CHANGE REQUEST
Urgent	Within 4 hours	-	-
High	Within 6 hours	Within 1 day	Within 3 days
Normal	Within 1 day	Within 3 days	Within 5 days
Low	Within 2 days	Within 5 days	Within 7 days

b. Support Service Hours

There is a technical support hotline to answer questions from administrators and users, which can be reached Mondays to Fridays during normal business hours (except public holidays) depending on the respective country(*) in which processing takes place. Calls received out of office hours, best efforts will be made to respond/action the call afterward. The support hotline does not provide training services, only trained employees may use the hotline.

LOCATION	PHONE NUMBER	SERVICE HOURS
Austria	(0043) 6216 22000	08:00 - 17:00 CET Monday to Friday
Australia	(0061) 1800 196 213	07:30 - 16:30 AEST / AWST Monday to Friday
Benelux	(0031) 30 799 6416	08:00 - 17:00 CET Monday to Friday
France	(0033) 1 84 62 14 00	08:00 - 17:00 CET Monday to Friday
Germany – Essen	(0049) 89 143 770288	08:00 - 17:00 CET Monday to Friday
Germany – Dresden	(0049) 351 215 20333	08:00 - 17:00 CET Monday to Friday
Germany – Munich	(0049) 89 412 07065	08:00 - 17:00 CET Monday to Friday
Germany - Wuppertal	(0049) 202 963 5030	08:00 - 17:00 CET Monday to Friday
Germany – Wurzburg	(0049) 931 355 03777	08:00 - 17:00 CET Monday to Friday
New Zealand	(0064) 0800 256 832	07:30 - 17:30 NZST Monday to Friday
Poland	(0048) 22 152 17 55	08:00 - 17:00 CET Monday to Friday
Spain	(0034) 91 078 20 60	08:00 - 17:00 CET Monday to Friday
Switzerland	(0041) 43 505 19 17	08:00 - 17:00 CET Monday to Friday
UK	(0044) 1452 260 266	08:00 - 17:00 GMT Monday to Friday

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4.

Service Level (continued)

c. Availability target
The respective agreed SaaS will comply with the service availability target ("availability target") defined in the respective service description.

The non-availability of the service comprises blockers in the software, hardware, and associated services and systems under the control of the Provider, including the barrier between the hosting environment of the Provider and the transfer point to the Internet.

The following categories are excluded from the availability target:

THE PROVIDER will make economically reasonable efforts to advise the customer of planned downtime outside usual business hours with advance notice of at least 24 hours to the customer.

DOWNTIME due to circumstances beyond the Provider's control, including, but not limited to, force majeure events.

Planned downtime for the system will be within the maintenance times listed in the table. Furthermore, within reasonable endeavours, users will be notified in advance of any larger-scale work that requires the suspension of service.

The contractual partners agree on a "service availability" of at least 98.5%. Maintenance is carried out without interrupting ongoing operations. Should maintenance be necessary, which could influence the running operation, this will be indicated early.

HOSTING LOCATION	AVAILABILITY TARGET	MAINTENANCE HOURS
APAC	98.5%	Between 21:00 – 06:00 NZST Monday – Friday, Saturday, Sunday and public holidays
CENTRAL EUROPE		Between 20:00-06:00 CET Monday - Friday
UK		Between 21:00-06:00 GMT Monday - Friday, Saturday, Sunday and public holidays

The Support Centre will address all customer issues based on the priority of the issue and the availability of information required to identify the root cause and resolve the reported problem. All times reported here are estimates and should not be considered as guarantees of support.

5.

Responsibilities and Exclusions

Both parties agree to act with good intentions:

a. Thinkproject Responsibilities
1. **Thinkproject shall provide** the services identified in the SLA and shall ensure the services are maintained at all times and to agreed pre-defined standards. Thinkproject agrees to exercise professional care and diligence in the discharge of all services and to comply in all respects with relevant standards.

2. **Thinkproject will act** owner and supporter of the herein identified and defined Thinkproject services that have been requested by the Client.

3. **Thinkproject will be responsible** for the day-to-day management of the SLA and liaise with the Client to ensure that information flows freely between both parties.

b. Client Responsibilities
1. The Client shall provide all necessary information, assistance, and instructions in a manner that enables Thinkproject to meet performance standards, for example, by giving of adequate notice and disclosing of all relevant information.

2. Client is required to ensure attendance/participation at problem/incidence review meetings as requested by Thinkproject to assist with the definition of service impact.

3. Client is required to report all issues, queries, and requests via appropriate channels and processes.

c. Exclusions
The service commitment does not apply to any unavailability, suspension, or termination of Software, or any other Software performance issues:

1. That are caused by factors outside of the Contractor's reasonable control, including any force majeure event.

2. That result from any prohibited, negligent, or omitted actions of the Customer or any third party.

3. That result from Customer's technology, equipment, software, or other technology and/or third-party equipment, software, or other technology (excluding third-party equipment within Contractor's direct control).

4. That results from planned downtime outside usual business hours with advance notice of at least 24 hours to the customer.

These SLAs **do not apply** to any end-of-life product or software version.