Service Level Agreement

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ARTICLE 1. SCOPE OF APPLICATION 3
ARTICLE 2. SUPPORT 3
2.1 CHANNELS 3
2.2 HOURS 4
2.3 HANDLING PROCESS 4
ARTICLE 3. MAINTENANCE 5
3.1 GENERAL 5
3.2 CORRECTIVE MAINTENANCE 5
3.3 EVOLUTIONARY MAINTENANCE 5
ARTICLE 4. SERVICE LEVELS 5
4.1 SERVICE UPTIME 6
4.2 SUPPORT RESPONSE TIMES 6
ARTICLE 5. STATUS PAGE 7
ARTICLE 6. PENALTIES AND REMEDIES 7
6.1 CLAIMS PROCESS 7
6.2 SERVICE CREDITS 7
6.3 CONDITIONS FOR ENTITLEMENT TO SERVICE CREDITS 8
ARTICLE 7. DEFINITIONS 8

ARTICLE 1. SCOPE OF APPLICATION

The purpose of the Service Level Agreement (SLA) is to establish a clear framework for the provision and performance of the Services as specified in the Order Form and governed by the Contract.

This SLA aims to:

- Define the procedures and channels through which the Customer may contact the Support;
- Establish measurable performance standards to ensure consistent Service quality;
- Set out mechanisms for monitoring, measuring, and reporting Service delivery and performance;
- Define the framework for Service maintenance and operational continuity.

This SLA shall apply solely to the production environment. Any non-production environments, including but not limited to staging, testing, or development environments, are expressly excluded from the scope of this SLA.

ARTICLE 2. SUPPORT

The Customer may subscribe to different Support packages, defining the available hours and channels to contact the Support.

The Customer acknowledges and agrees that the Support may access the Customer's account and Customer Data solely for the purposes of providing Support including without limitation answering questions and investigating anomalies. The Customer shall provide necessary access and information for troubleshooting and will take all measures recommended by the Provider to identify the causes of any anomaly.

2.1 CHANNELS

Support channels are the various communication methods the Customer may use to get help from the Support.

Support communication channels vary by Product and are defined in the applicable Product Specific Terms under the SLA section.

2.2 HOURS

Support Hours specify the periods during which the Provider provides Support to the Customer through the available Support channels.

Support Hours packages vary by Product and are defined in the applicable Product Specific Terms under the SLA section.

2.3 HANDLING PROCESS

2.3.1 Categorization

Every request registered in our Support will be assigned a category.

Category	Description
Support request	An assistance request from a Customer to help them using the Product effectively and adequately
Anomaly	Any unplanned interruption to a service, reduction in service quality, or failure of a service component that could impact the Service

2.3.2 Priority

Support response times for anomaly management depend on the priority of the issue.

Priority	Name	Description
P1	Critical	Complete degradation – Most users and features affected – Service completely unavailable – Status Page update
P2	High	Significant degradation – Core functionality impaired – Large number of users and features affected – Status Page update
P3	Medium	Limited degradation – Low number of users and features affected – Activity can continue
P4	Low	Minor issue, cosmetic bug, or request – Individual users

ARTICLE 3. MAINTENANCE

3.1 GENERAL

The Provider performs regular maintenance to ensure optimal Services performance and security.

3.2 CORRECTIVE MAINTENANCE

Corrective maintenance consists of identifying and using reasonable efforts to correct or otherwise mitigate anomalies affecting the Product. An anomaly means that the Product doesn't behave as expected when it is correctly configured.

Corrective maintenance does not cover:

- Connectors or any external code developed by the Customer or a third party;
- Support for the Customer's own website, network, or technical environment;
- Adaptation of the Product to a setting other than the initial setting;
- Customer's Users handling errors;
- The Customer's misjudgement or misconfiguration of its own settings;
- Third-party systems.

3.3 EVOLUTIONARY MAINTENANCE

The Provider has the right to upgrade the Product at its sole discretion, provided that the upgrades ensure the functional continuity of the previous version and do not degrade its performance.

In the event of a major modification made to the functionalities of the Product, the Provider will provide the Customer with the corresponding documentation in the Product itself.

ARTICLE 4. SERVICE LEVELS

This section outlines the measurable criteria used to evaluate the quality and performance of the Services provided.

4.1 SERVICE UPTIME

Service uptime refers to the percentage of time a service is operational, accessible, and performing as expected (uptime) over a total period of one month. It is calculated for a given full month, by comparing to the total time of the period and the total time the Service was unavailable due to outages or disruptions, excluding:

- Scheduled maintenance;
- Outages caused by Customer-side issues or third-party providers;
- Force majeure events as outlined in the General Terms & Conditions.

Service availability is expressed as an uptime percentage and can be calculated using the following formula:

Uptime (%) = ((Total Time - Downtime) / Total Time) × 100

Where:

- Total Time: The total time of one (1) given month period;
- Downtime: The total time the service was unavailable due to outages or disruptions, excluding exclusions, during this one (1) month period.

Service uptime objectives vary by Product and are defined in the applicable Product Specific Terms under the SLA section.

4.2 SUPPORT RESPONSE TIMES

A Customer's User may request Support or report an anomaly.

- First response time (FRT) refers to the time elapsed between a Customer's User requesting Support or reporting an anomaly and when a technician or automated system provides the first meaningful response to the requester. First Response Time objectives vary by Product and are defined in the applicable Product Specific Terms under the SLA section.

- Anomaly mitigation time refers to the time elapsed between a request being categorized as an anomaly and the anomaly being mitigated.

  Mitigation aims to minimize the extent of loss or harm resulting from an anomaly. Mitigation may include temporary solutions, such as workarounds, patches, hotfixes, or other actions to reduce the impact of the anomaly, including taking certain features or the entire application offline.

Any mitigation timeframe stated in this SLA is an objective only and shall not be construed as a contractual commitment, guarantee, or obligation to achieve mitigation within such timeframe.

Mitigation times objectives vary by Product and are defined in the applicable Product Specific Terms under the SLA section.

ARTICLE 5. STATUS PAGE

The Status Page may be provided for informational purposes only and does not replace the official Support channels or any contractual notification obligations. While the Provider endeavors to publish timely and accurate updates, information may be subject to change as anomalies evolve. It is the Customer's responsibility to subscribe to notifications to receive updates.

ARTICLE 6. PENALTIES AND REMEDIES

6.1 CLAIMS PROCESS

If the service uptime is not reached during a given calendar month, the Customer must notify the Provider in writing within thirty (30) days of the end of the month in question.

The Provider then has a further calendar month to achieve the guaranteed availability levels.

If, at the end of a second consecutive calendar month, and thereafter, the Provider has not reached the guaranteed availability rate, the Customer is entitled, upon receipt of a new written notification and to the exclusion of any other compensation, to Service Credits proportional to the severity of failures.

6.2 SERVICE CREDITS

The Service Credits calculation varies by Product and is defined in the applicable Product Specific Terms under the SLA section.

For the purpose of calculating any applicable Service Credits, the monthly invoice amount shall correspond to one-twelfth (1/12) of the total annual contractual value of the specific Product concerned by the SLA breach, including any applicable add-ons.

6.3 CONDITIONS FOR ENTITLEMENT TO SERVICE CREDITS

Service Credits may be applied to future invoices. The Customer must have paid all outstanding, undisputed invoices in full before submitting any claim for Service Credits under this Contract. The Provider reserves the right to deny claims if any invoices remain unpaid at the time of the claim.

ARTICLE 7. DEFINITIONS

Service Credits: financial credits granted by the Provider to the Customer in accordance with Article 6 of this SLA as a sole and exclusive remedy for the Provider's failure to meet the guaranteed Service uptime levels set out herein;

Status Page: provides real-time information regarding planned maintenance, service interruptions, and anomalies that may impact the availability or performance of the Services;

Support: the technical assistance and customer service provided by the Provider to the Customer to assist with the use of the Product, address Customer's Users queries, and manage anomalies, as described in Article 2 of this SLA;

Support Hours: the official hours during which the Support team is active and available to respond to Customer requests, as set out in the Order Form or applicable Product Specific Terms.