

ANNEX I – SERVICE LEVELS

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During the term of the Agreement, CHILI shall use all commercial reasonable efforts to ensure that the Services are provided in accordance with the Service Levels set forth below.

SLA Service uptime: 99.95%

The availability excludes scheduled maintenance of the software and infrastructure which is pre-announced for possible downtime of the service. The service uptime is based on, and assumes, Azure service availability by Microsoft.

SLA support platform: see below table

	Basic	Standard	Premium
Response Time S1	24 hours	12 hours	1 hours
Corrective Action SLA for S1*	2 business days	1 business day	24 continuous hours
Response Time S2	24 hours (during business days)	12 hours (during business days)	4 hours
Corrective Action SLA for S2*	20 business days	10 business days	5 business days
Response Time S3	48 hours (during business days)	36 hours (during business days)	24 hours (during business days)
Corrective Action SLA for S3	N/A	N/A	N/A
Response Time S4	48 hours (during business days)	36 hours (during business days)	24 hours (during business days)
Corrective Action SLA for S4	N/A	N/A	N/A
Support availability Hours/ day	8 hours / 5 days (Mon-Fri)	12 hours / 5 days (Mon-Fri)	24 hours / 7 days
Price	Included	Included	25.000,00 €

“Business day” means Monday through Friday during 9:00 – 18:00 of the time zone billed for services.

“Incident” means a support event starting with a failure, a defect or the functional impairment of the CHILI Software or the Service as reported to CHILI by a Customer. As soon as CHILI’s support team is informed about the support event by the Customer on CHILI’s dedicated support platform, the support event becomes an Incident.

“Response Time” means the time it takes CHILI to acknowledge the reporting of an Incident.

“Corrective Action” means either a final solution to the incident or a temporary workaround or an action plan with concrete steps to resolve the incident within an estimated timeframe.

SEVERITY 1: CRITICAL – Impact and Urgency: Severe

There is a severe impact to the Customers’ services and there is no immediate workaround. These issues impact large groups of the Customers’ clients. In this case, CHILI will address this immediately.

Example S1 issues:

- The entire platform or service is down for all the customers’ clients blocking their business goals and day to day workflow.
- Consistently reproducible issue blocking most customer’s business goals and day to day workflow. There is no workaround.
- The defect causes data loss.
- The issue is a clear security vulnerability that may lead to significant data loss, a breach of data privacy or service downtime.

SEVERITY 2: MEDIUM – Impact and Urgency: Serious

There is a Serious impact to the Customers’ services, but there is a workaround.

Example S2 issues:

- Consistently reproducible issue with significant impact on customer’s business goals and day to day workflow. There is a workaround in place.
- The issue is a security vulnerability that requires user privileges for successful exploitation.

SEVERITY 3: LOW – Impact and Urgency: Low

There is limited impact to the Customers’ services. It is an inconvenience for the Customer. There may exist alternatives and workarounds.

SEVERITY 4: SUPPORT REQUEST

All issues that do not affect system functionality. These cover all communication about non-system issues, including questions about functionality, best practices, roadmap features, etc. The customer will be provided with How-To documentation and roadmap outlooks in case functionalities are planned. Feature requests can be made by the Customer and are classed as Severity 4 issues. CHILI publish, however, does not guarantee any Response, Workaround or Resolution Time.

The Service Level Agreement applies to production environments only and no other type of environments like Sandbox environments.

CHILI cannot be held responsible for the Service Levels related to technical issues not caused directly by the Software or by CHILI, but by a third party. Further, CHILI shall not be responsible for any loss of data or damage caused by the Customer. The Customer acknowledges and accepts that CHILI can only comply with the Service Levels if the Customer provides CHILI with all necessary information and documentation to mitigate an issue. CHILI will endeavor to meet the Service Levels.