

Service Level Agreement

1. General

- 1.1 This is a Service Level Agreement (“SLA”) between the Parties for the provisioning of Services subject to the Terms and Conditions at <https://lautec.com/it-systems/> .

2. Goals and Objectives

- 2.1 The purpose of this SLA is to ensure that the proper elements and commitments are in place to provide consistent SaaS service support and delivery to the User by the Service Provider.
- 2.2 The goal of this SLA is to obtain mutual agreement for the Service provision between the Service Provider and the User.
- 2.3 The objectives of this SLA are to:
- (a) Provide clear reference to service ownership, accountability, roles and/or responsibilities.
 - (b) Present a clear, concise, and measurable description of service provision to User.
 - (c) Match perceptions of expected service provision with actual service support & delivery.

3. Service Agreement

- 3.1 The following detailed service parameters are the responsibility of the Service Provider in the ongoing support under this SLA.
- 3.2 **Service Scope.** The following Services are covered by this SLA;
- (a) Telephone support
 - (b) Monitored email support
 - (c) Remote assistance using shared screen
 - (d) Planned or emergency onsite assistance (with additional costs)
- 3.3 **User Requirements.** User responsibilities and/or requirements in support under this SLA include:
- (a) Payment for all support costs at the agreed interval.
 - (b) Reasonable availability of User representative(s) when resolving a service-related incident or request.
- 3.4 **Service Provider Requirements.** Service Provider’s responsibilities and/or requirements in support under this SLA include:

- (a) Meeting response times associated with service-related incidents.
- (b) Appropriate notification to User for all scheduled maintenance.

4. Service Management

- 4.1 Effective support of in-scope services is a result of maintaining consistent service levels. The following Clauses provide relevant details on service availability, monitoring of in-scope services and related components.
- 4.2 **Service Availability.** Coverage parameters specific to the service(s) covered in this SLA are as follows:
- (a) Telephone support within Business Hours.
 - (b) Email support: Monitored within Business Hours.
- 4.3 **Service Requests.** In support of services outlined in this SLA, the Service Provider will respond to service-related incidents and/or requests submitted by the User within the following time frames:

Priority level	Description	Response time	Resolution time
P1 - High (Critical)	The issue affects the entire useability of the Services	Within 1-8 hours	3 days
P2 – Medium (Normal)	The issue has an impact on the usability of the Services	Within 48 hours (within normal working hours)	N/A
P3 - Low	The issue has a minimal impact on usability of the Services	Within five working days	N/A

- 4.4 The response time and resolution time begins when the User has provided the Service Provider with all such information, which makes it possible for the Service Provider to reproduce the incident.

5. Specification of Performance Level

- 5.1 This Clause describes the Service’s performance level and is intended to facilitate a consensus between User and Service Provider and clarify the support categories in Clause 7.
- 5.2 The Service will be available with 98% availability monthly over the term of the SLA, calculated per calendar month.

- 5.3 All functionalities of the Services will be available, each, with 95% availability monthly over the term of the SLA, calculated per calendar month.
- 5.4 Unscheduled unavailability of the Service shall be reported to the User as soon as the Service Provider becomes aware. Likewise, the User also has a duty to report unavailability to the Service Provider when they become aware. However, it is the User's responsibility to record unavailability should the User wish to dispute the availability metrics as set out in Clauses 5.2 and 5.3.
- 5.5 The Service Provider shall notify the User of all scheduled downtime (unavailability) exceeding 10 minutes. The notification must be issued minimum 24 hours in advance of all scheduled downtime. The Service Provider shall provide the User with all relevant information pertaining to the scheduled downtime and provide remedies to the User losses due to the downtime, as the Service Provider is reasonably able.
- 5.6 The Service Provider shall not schedule downtime more than four times per calendar month without prior written consent from the User.

6. Specification of Data Standards

- 6.1 This Clause describes the Service Provider's commitments to maintain the security, integrity, and availability of the User Data and clarify the support categories set out in Clause 7.
- 6.2 The User Data will be stored on Microsoft Azure and is therefore subject to Microsoft's security and privacy policies. All User Data is stored in the Microsoft Azure Region specified in these SaaS Terms and Conditions. More information about applicable legal agreements between the Service Provider and Microsoft can be found at the following address:
<https://azure.microsoft.com/en-us/support/legal>
- 6.3 The Service Provider will provide the User with the User Data upon request within 8 hours since receipt of such request (during Business Hours), should the Services or specific functionalities required for the User to access the User data be unavailable.
- 6.4 The User's Data will be backed up and archived per the following:
 - (a) Core and Q
 - i. Transaction log backup every 10 minutes with 35 days retention
 - ii. Differential backup every 12 hours with 35 days retention
 - iii. Weekly backup of full database with 3 months retention
 - iv. Monthly backup of full database with 2 years retention
 - (b) DPR: Transaction log backup every 30 minutes with 35 days retention
 - i. Differential backup every hour with 3 months retention
 - ii. Daily backup of full database with 3 months retention
 - iii. Monthly backup of full database with 2 years retention

- (c) WindGIS
 - i. Daily backup of full database with 30 days retention
 - ii. Monthly backup of full database with 1 year retention

6.5 The Service Provider shall remedy any corruptions in the User Data caused by any reason not contributable by the User within 4 calendar days after the Service Provider becomes aware of any corruption.

6.6 The Service Provider will not be able to remedy data corruptions of the User Data after the retention period.

7. Support Categories

7.1 This Clause describes the different support categories used in the processes and financial provisions as set out in Clause 8 and 9.

7.2 **Service Provider Initiated Support** includes all work carried out by the Service Provider that has not been demanded or requested by the User.

7.3 **User Demanded Support** includes all work required to maintain the performance levels and data standards in Clauses 4 and 5, as demanded by the User.

7.4 **User Requested Training** includes training requested by the User, either explicitly or implicitly, on the use of the Services. This includes training on basic functionalities but excludes advice on best use of the Services.

7.5 **User Requested Development** includes all requests by the User that require changes to the Services, including but not limited to the development of new features or modules or design alterations.

7.6 **User Requested Support** covers all other requests by the User including but not limited to advice on best use, recovering data corrupted or deleted by the User, or advice on data analysis.

8. Processes

8.1 This Clause describes the different processes the User and the Service Provider shall use in relation to this SLA.

8.2 **Downtime Notifications.** The Service Provider shall send the prior written notifications for scheduled downtime via email. This email shall state the expected time of such scheduled downtime of the Services.

8.3 **User Requests.** All User requests or demands should be sent to the Service Provider with the priority set out in Clause 4.3.

9. Financial Provisions

- 9.1 This Clause describes the financial provisions pertaining to support requests. Maintaining the service level, in accordance with the terms of the SLA, is free of charge to the User and covered under the Charges. All other services will be charged to the User under the following conditions:
- 9.2 Service Provider Initiated and User Demanded Support will never be billable to the User.
- 9.3 User Requested Training and Support shall not be billed to the User.
- 9.4 Where applicable, pre-approved travel and accommodation costs associated with carrying out the Services are paid by the User.
- 9.5 Where international travel is required in support of the Services, the Service Provider shall advise the User of such costs prior to any formal booking of transport and hotel. The User shall review such costs and if acceptable, confirm in writing for Service Provider to proceed with the travel booking.
- 9.6 The Service Provider shall use best endeavours to secure the most reasonable and economic mode of transport available at the time of booking.
- 9.7 The Service Provider shall issue invoices for the billable hours to the User no more frequently than at the end of each month, when applicable. The invoice shall be accompanied by a detailed time sheet specifying each consultant's billable work including what work has been performed, when it has been performed and who requested the work. Invoices together with supporting information will be issued electronically via email.