**SLA Agreement**

**(for the guaranteed support service level)**

**for the CatManSpace.com Solution (the “System”) available in the SaaS model**

1. Definitions
   1. “**Service Desk**” - a single point of contact between the users of the IT Services and the Vendor's IT teams providing maintenance and support services for the System, performing in particular the tasks related to the reception and registration of Service Requests concerning incidents (i.e. deviations from the agreed Service Level), maintenance demands, change requests, registration of events, handling of Service Requests upon first contact with the user, transferring Service Requests for handling by the teams of further lines of support, managing the Service Requests life cycle, informing users about Service Requests status and the System operation.
   2. **“Service Request”** – a query submitted via a channel of communication available (telephone, e-mail), a request for an additional service or a notification (complaint) about an incident, i.e unplanned interruption in the provision of a service or a decrease in its quality, or about finding an irregularity (Error) in the operation of the entire System or its part.
   3. **System** **“Failure”, “Error”** – the System behavior inconsistent with the System Functional Specification and/or its documentation, exclusive of the defects not attributable to the Vendor, such as: unauthorized System access, System use inconsistent with its Functional Specification (or Documentation), providing incorrect data by the Customer, an attempt to use the operation environment of parameters inconsistent with the System technical requirements or external software incompatible with the System, etc.
   4. **“Error Level**” – a contractual classification of errors used to determine the declared Response and Repair Times (cf. table below).
   5. **“System Functional Specification”** – a description of the System operation declared by the Vendor; a formal list of the requirements met by the System together with the expected results of their implementation.
   6. **“Substitute Solution”, “Workaround”** – a temporary solution consisting e.g. in using other functionalities and interfaces of software or using a duly adjusted procedure enabling partial elimination, reduction or avoidance of the consequences of an Error in software, without removing the Error itself.
   7. **“System Versions and Updates”** – subsequent editions of the System software, covering the introduction of Error corrections, improvements, and new functionalities.
   8. **“Response Time”** – an average time from the moment of initiating the submission of a Service Request to its reception (answering the phone or reading an e-mail) and registering the Service Request, or possibly starting diagnostic activities carried out in direct contact with the notifying party.
   9. “**Repair Time**” – an average time in which the service (System operation) is restored to the condition declared in the System Functional Specification
   10. **“Super User”** – a System user trained by the Vendor (e.g. during the System implementation), having appropriate knowledge about business processes in category management, a good knowledge of the System functionalities and general technical knowledge in the scope of IT, whose contact details have been submitted to the Service Desk, i.e. he or she has been registered at the Service Desk as a person authorized to submit Service Requests on behalf of the Customer’s organization.

Super Users act as first-line support for the remaining end users, thus taking over from the Service Desk the performance of training tasks or holding business consultations. They respond to questions concerning the System operation and the possibilities of using the same by solving notifications of the following type: “I don’t know, I can’t, I didn't manage to do it, I don’t remember how to do it”.

In special cases, users’ questions addressed to the Service Desk concerning the basic System functions, on topics usually covered by training conducted during implementation, may be referred from the Service Desk to a given Customer's Super Users.

1. The Vendor shall provide the System maintenance services in the scope of installing updates and new software versions of particular System components, it being understood that:
   1. Updates to the sMobile CM mobile component are distributed by online stores (Windows Store, Google Play, Apple App Store).
   2. Updating the sMobile CM mobile component is obligatory: users should always install and use the current version of the available software. Previous versions shall not be supported by the Vendor.
   3. The updating of central components is executed by the Vendor, and, if due to the update executed, it is necessary to make the System temporarily unavailable, the Vendor shall inform the Customer to this effect with sufficient advance notice.
2. The Vendor shall provide the System maintenance services in the scope of removing the System Failures and Errors, receiving Service Requests, informing about actions related to the life cycle of Service Requests etc.
3. The Vendor shall make training and information materials concerning the System functionalities and the possibilities of using them available, in the form of a FAQ (“frequently asked questions”) bulletin, instructional videos and webinars. They are available on the website
4. The System shall be available to the Customer's users without interruption, on a 24/7/365 basis, at level of 96% of availability yearly (excluding service windows).

In case it is necessary to suspend the System availability temporarily for technical reasons (failure, necessity to conduct repairs or maintenance of the systems supporting the System and in connection with the necessity to upgrade or develop them) in service windows, the Vendor shall inform the Customer with sufficient advance notice, if possible.

1. The Service Desk shall operate on Business Days in Poland, i.e. from Monday to Friday, except Saturdays, Sundays, and public holidays, from 9:00 am to 5:00 pm.

Response Times and Repair Times shall be counted exclusively during the Operating Time of the Service Desk.

Service Requests submitted 1 hour before the end of a working day of the Service Desk via the e-mail and/or phone channel shall be registered with the date of the next Business Day.

1. Notifications may be submitted using the following channels of communication with the Service Desk

e-mail: support@cssoftware.pl

1. In principle, Service Requests should be submitted to the Service Desk by Super Users acting as the first line of support for the System users, i.e. answering basic questions about the System functionalities and their use, as well as performing the first diagnostic actions in direct contact with the user reporting an Error or asking a question.
2. The Service Requests whose solution exceeds the competences of Super Users shall be referred by them to the Service Desk, with the proviso that Super Users shall be obligated to properly describe the Error reported, the circumstances of its occurrence, specify its importance and urgency, the scale of impact on business processes, and to attach materials that may facilitate the diagnostics and repair of the Error (screenshots, additional descriptions or explanations of the context in which the Error occurred).
3. Definitions of Error classes, Guaranteed Response Times and Repair Times for particular Error Categories

|  |  |
| --- | --- |
| Error level: Critical | An error having an impact on the operation of the entire company, causing a standstill (interruption in operation) or having an impact on the critical business processes and actions, while there being no substitute solution (“workaround”), |
| Response time | 1 hour |
| Start of repair activities | 4 hours |
| Delivery of software corrected | sMobile – Hotfixes to current application versions, available accordingly to publication time in on-line internet stores: Windows Store or Google Play or Apple App Store  sCentral – Hotfix of current application version |

|  |  |
| --- | --- |
| Error level:  High | An error blocking or seriously restricting certain key business processes |
| Response time | 2 hours |
| Start of repair activities | 8 hours |
| Delivery of software corrected | sMobile – Fixes to current application versions, available accordingly to publication time in on-line internet stores: Windows Store or Google Play or Apple App Store  sCentral – Fix of current application version |

|  |  |
| --- | --- |
| Error level:  Medium | An error without impact on key business processes, restricting the System functionality to a limited extent (only single functionalities do not work) |
| Response time | 8 hours |

|  |  |
| --- | --- |
| Start of repair activities | 5 working days |
| Delivery of software corrected | In successive version of software available |

|  |  |
| --- | --- |
| Error level:  Low | An error without impact on the main business processes, restricting single business functionalities |
| Response time | 16 hours |

|  |  |
| --- | --- |
| Delivery of software corrected | In one of successive versions of software available |