

Application Service Level Agreement

1 Introduction

This Roadmap Pro (the Application) Service Level Agreement (hereon referred to as the Application Service Level Agreement) between Changefirst (Supplier) and the Customer (Client). The terms of service for the Application can be found at <https://s3.eu-central-1.amazonaws.com/static.change-first.com/policies/Terms.pdf>.

2 Scope

This agreement applies only to enterprise licenced Clients of the Application, for the duration of the licence period. Enterprise status is approved by Changefirst Sales Director and stated in the Software Schedule of Work (SOW). It covers the Changefirst Software-as-a-Service and describes the support processes which Changefirst provides to the Client for the Application. This includes Application Availability and defect resolution.

3 Design and Functionality

3.1 Technical Requirements

Changefirst warrants regular backup of data processed via the Application. Additionally, Changefirst ensures that its systems and its software are at least state of the art except for technical reasons (e.g. stability, security, multitenancy, compatibility, functionality) or for manufacturer or license-related reasons (e.g. manufacturer restriction to offer software product via the SaaS-Model).

3.2 Minimum User System Requirements

The following minimum user system requirements are required for users accessing the Application:

- Screen Resolution: Site best viewed in 1024x768 resolution or higher
- Internet Browsers:
 - Google Chrome - last 3 versions (Recommended)
 - Microsoft Edge (Note: Internet Explorer – not supported)
 - Firefox - last 3 versions
 - Safari on MacOS - last 3 versions
 - iOS and Android browser on tablets - last 3 versions.
- Flash: 10.4 or higher
- JavaScript: Enabled
- Pop-Ups: Allow pop-up windows from *.changefirst.com.
- Sound: Where e-learning modules contain sound, either speakers/headset are needed with a sound enabled (sound card/capability present) device
- Bandwidth: 2mbps or higher

4 Client Support

Changefirst Customer Support Desk Times are on UK business days and hours, Monday to Friday, 09:00 - 17:00.

The Changefirst Customer Support Desk will be the primary interface for all end-user support requests.

All support requests must be logged through email to support@changefirst.com.

5 Operation

Changefirst is solely responsible for the operation of the Application. Such an operation includes all necessary services, in particular the maintenance and support for hardware and software so that the Client is able to offer and execute and related services and applications free from disruption and default.

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5.1 Operating Time

Changefirst ensures that the Application is available from Monday to Sunday, 00:00 hours (UK) to 24:00 hours (UK), 365 days a year (leap year 366 days) subject to Availability (5.2).

5.2 Availability

Changefirst warrants an availability of at least 99.8% uptime for the Application subject to the following provisions:

The **Application is deemed available** when Client can access it via the Internet. The Availability requirement (excluding times of non-availability, defined below) shall be satisfied upon reaching the agreed availability value in the measurement period. A period of one calendar month shall count as the measurement period for calculating Application Availability. The Uptime of the Application for the length of the defined measurement period shall be the measurement index. Uptime denotes that time in which the Application is accessible over the Internet and in operational status.

Times of Non-availability are:

- individual outages or reductions in Application Availability during regular maintenance works or maintenance time-frames and/or during maintenance, installation or modification as well as disconnections or shutdowns during these times.
- periods during which Application Availability are not or only partially available due to technical or other circumstances outside the sphere of influence of Changefirst (e.g. acts of god, disruptions in the telecommunication network, Third Parties' fault).
- periods during which Changefirst temporarily restricts access to the Application when there is:
 - acute danger to data, hardware and/or software infrastructure or Client's data, hardware and/or software infrastructure and/or of end-users through outside dangers (e.g. virus, port-hacking, trojan attacks), or
 - a major threat to the security of the network operation or the network integrity.

In such cases Changefirst shall take into consideration Client's and end-users' justified interests as far as possible, inform the Client of the measures adopted and undertake all reasonably possible steps in order to lift the access restriction.

Changefirst's responsibility for the utilized components for the service shall not exceed beyond its data center data interfaces with the public data networks as long as nothing else has been expressly agreed.

5.3 Service Monitoring

Changefirst shall monitor Application Availability with adequate monitoring methods 24 hours a day, 365 days (leap years 366 days) a year, excluding maintenance times. Any reductions or restrictions shall be recognised and resolved before taking any effect on the contractual services.

Changefirst evaluates the Availability in a calendar month 24 hours per day by means of a monitoring system which measures and records the same within the same network segment.

6 Maintenance and Support

6.1 Planned Maintenance works

Planned Maintenance works are necessary for the optimization and extension of the Application. The Client shall be notified of the date and the time-frame with minimum 12 hours' notice in advance so far as there is no acute danger to data, hardware and software infrastructure through external dangers (e.g. virus, port-hacking, trojan attacks) or a major threat to the security of the network operation or the network integrity or other important reasons necessitating a shorter lead time. In such cases Maintenance works may be carried out immediately.

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The client shall be notified by announcement in the user interface of the Application.

6.2 Preventive measures

Preventive measures shall include in particular regular testing, measurement and substitution methods. These refer especially to Application components which are subject to usage or wear-and-tear as well as components which require routine tests.

The following Preventive measures are included:

- Regular testing and care of database systems
- Securing of evidence and initial analysis for system problems
- Maintenance for applications and software, particularly regular saving of Log-Files, creation of backup files, regular testing of the Application regarding security measures etc.
- Regular creation of application backups
- Monitoring of Service Delivery Platform and of servers

6.3 Corrective measures

Corrective services in particular consist of measures which are performed in order to restore proper operation of all affected components of the Application in the shortest possible time.

The following corrective measures are included:

- Extended analysis for determination of cause of problem and categorization of reported problem regarding the components of the Application
- Reset of server (Reboot)
- Reset of individual server components or of server parameters
- Exhaustive and final restoration of functionality and operability of the Application

6.4 Updates

6.4.1 Patches, Updates, Upgrades, Major Releases

Changefirst ensures that the Application is state of the art except for technical reasons (e.g. stability, security, multitenancy, compatibility, functionality) or for manufacturer or license-related reasons (e.g. manufacturer restriction to offer software product via the SaaS-Model). In particular, Changefirst shall make available the latest versions of released patches, updates, upgrades and major releases of the contractual software products in so far Changefirst uses these in its standard. In this context Changefirst is obliged to import and implement all updates inclusive of all configuration jobs and adjustments within Changefirst's domain.

Changefirst will inform Client of all relevant improvements of the Application and announce all patches, updates, upgrades and major releases as soon as possible.

6.4.2 Security measures

Changefirst will generally but upon own discretion implement immediately after announcement and release by Changefirst all security-relevant patches or updates and security instructions of Third Parties who participate in the functioning of the Application, which inhibit potential threats for the operation of the Application. Should any defects occur after the implementation of security-relevant patches or updates and security instructions, then these shall be resolved according to Problem resolution (6.5).

6.5 Problem resolution

Changefirst is obliged to resolve all defects in the Application, according to the following agreed method.

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6.5.1 Defect notifications

Defects which are recognised by Client or its user shall be forwarded in form of a support ticket to the Changefirst Customer Support Desk according to below clause. Changefirst is obliged to confirm per email receipt of the defect notification.

6.5.2 Content of defect notification

The defect notification shall contain in general the following information:

- Short description
- Date of occurrence
- Detailed description of defect
- Name of person reporting
- Name of component (if possible)

The response time shall commence with receipt of defect notification at Changefirst within Changefirst Support Desk operating times (section 4 Client Support). Client shall make available all relevant means and required data for the problem analysis in order to facilitate assistance and problem resolution without undue delay. The required data can consist of screen shots of the software and of error messages, or also dumps, traces and input data, pseudonymized if necessary, which help Changefirst reconstruct the error or error message.

6.5.3 Support Levels

Following defines the support levels between Changefirst and the Client:

Support Level 1

This level of support will cover general questions and may include queries relating to username, password, questions relating to how to, or where can I find etc.

This level of support may include but not be limited to:

- (i) a direct response to users with respect to inquiries concerning the performance, functionality or operation of the supported programs,
- (ii) a direct response to users with respect to problems or issues with the supported programs,
- (iii) a diagnosis of problems or issues of the supported programs, and (iv) a resolution of problems or issues of the supported programs

Typical solutions to questions of a general nature may be found in Application's Support page.

Support Level 2

Level 2 support is likely to involve queries and questions of a technical knowledge that will require in depth technical expertise to solve. Changefirst Customer Support Desk will determine if it is a new issue or an existing issue. If the issue is an existing one, the specialist finds out if there is a solution or a workaround. The solution is then offered to the Client.

In the event there is no solution and it is viewed as an open bug, it will be logged on the bug list and depending on the number of instances, may be assigned to the developers to fix ASAP.

If it is a new issue, further analysis may be required to see if there may be a resolution from a possible work around. The Client would then be notified of the fix. However, if the fix is not easily possible then it is escalated to the development team.

Support Level 3

Level 3 will involve specialised knowledge and expertise relating to the platform and usually involved product development.

The issue at hand may be complex and the support team will collect as much data as possible require direct contact with the Client end-user to qualify further the specific nature of the support issue and corresponding ticket raised.

The resolution may require specific coding to address the issue and in this event the client will be notified.

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6.5.4 Severity Categories

Defect notifications shall be classified in four categories. Changefirst shall use the Severity categories below to determine the priority of a defect notification. Changefirst are able to mutually re-classify a determined severity at any time.

Severity 1

Productive use of the Application is not possible any more or so much restricted so that reasonable use is not possible. No known workaround is available. e.g. the Application is not accessible.

Severity 2

Productive use of the Application is limited and/or limited use of critical functionalities and/or limited use of the Application's critical services but with major impact on the function and/or performance of the Application and related services. e.g. Plans is not accessible, however Diagnostics is functioning correctly.

Severity 3

All functions of the Application, even critical ones, are useable but individual functions or the user interface are defective. User can reasonably use it. The defect restricts to a minor extent the functionality and performance characteristics of the Application and/or causes a limited performance of seldom used functionalities. Productive use is possible. e.g. Announcement function is not working, change password function not working.

Severity 4

User queries related to access management, user management and all other non-defect queries.

6.5.5 Reaction, Response and Resolution Times

Changefirst warrants the following as part of its defect resolution:

Severity	Response Time	Resolution Time	Notification via
Severity 1	30 minutes	8 hours	Phone, Email
Severity 2	2 hours	3 Business Days	Email
Severity 3	4 hours	Scheduled Release	Email

The above-mentioned times apply within Changefirst Support Desk service times (specified in section 4 Client Support).

Response Time shall denote that time in which Changefirst receives a defect notification or support request from Client and sends initial receipt confirmation to the person that requested support.

Resolution Time shall denote that time in which Changefirst implements a workaround, resolves a defect or completes a response to a user query.

In the event an initial defect or support request is reduced in its impact but not completely resolved and no further defect occurs, then Changefirst may determine a new lower Severity Category for that defect. The original time of the defect notification remains, and any time passed up to the re-classification shall be added to the new extended Reaction or Response Times. Should, however, the impact of the defect augment or a new defect occur, then Changefirst may choose a higher Severity Category. In such a case the abovementioned Times restart.

Client shall ensure that any information required by Changefirst for the investigation of the defect are immediately submitted.

6.5.6 Response to a defect notification

A contact and first diagnosis of the defect through qualified personnel shall be made within the Response Time for a defect notification. A first response regarding the defect resolution shall also be made within the Response Time.

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A response shall contain the following information:

- a) Response reference containing Changefirst's reference, Severity Category, issue date, short description
- b) User, issue date of response
- c) Name of Client support agent with date of transmission

6.5.7 Completion of defect notification

Changefirst informs Client by email when defect resolution action is completed. Client shall check whether the defect resolution was successful. If this is the case, Client shall inform Changefirst. Should Client determine that defect resolution was not carried out successfully, the defect shall be deemed as still open. A workaround does not include a defect notification except for workarounds which Client accepts as defect resolution in agreement with Changefirst.

6.5.8 Resolution of defects

Changefirst is obliged to resolve all justified defects. In so far as Changefirst is not able to resolve defects entirely and permanently, Changefirst shall make available a workaround, if this is technically possible and feasible.

As part of this Changefirst is obliged to import and implement workarounds or corrections inclusive of all connected configuration jobs and adjustments.

The import and implementation of workarounds or corrections may not restrict the operation or Third Parties more than absolutely necessary. Should Changefirst realise that the import and implementation of workarounds or corrections would restrict the operation or Third Parties more than reasonably, then Changefirst shall immediately inform the Client. Should Changefirst be able to justifiably prove that a defect reported by Client cannot be attributed to the Application, then Changefirst shall inform Client immediately per Email.

7 System Component Management

In the event that in Changefirst's opinion system components have to be adjusted or would the changes affect users of the application, then Changefirst shall inform Client immediately by email and shall agree the changes with the Client.

Most urgent changes (Emergency Changes) have to be notified to Client immediately.

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