


## SmartSimple Service Level Policy

SmartSimple Support Services are provided under the following terms and conditions.

These services are provided to all SmartSimple customers with a current Master Subscription Agreement.

### 1. Hosting Locations

SmartSimple will host in your jurisdiction and the following facilities are used.

Customer Location	Production Region	Backup Region
 EU	Amazon Web Services (AWS) EU (Ireland)	AWS EU Frankfurt
 United Kingdom	Amazon Web Services (AWS) Europe (London Region)	AWS Europe (London Region)
 United States	Amazon Web Services (AWS) US East (North Virginia)	AWS US West (Oregon)
 Canada	Amazon Web Services (AWS) Canada (Central) – Montreal, Canada	AWS Canada (Central) – Montreal, Canada
 Asia Pacific	Amazon Web Services (AWS) Asia Pacific – Sydney, Australia	AWS Asia Pacific – Sydney, Australia
 US Federal	Amazon Web Services (AWS) GovCloud (US)	AWS GovCloud (US)

### 2. General

#### 2.1 Availability of the Service

The Client is entitled to use the service seven (7) days a week, twenty four (24) hours a day, three hundred and sixty five (365) days of the year.

#### 2.2 Service Levels

SmartSimple uses commercially reasonable efforts to cause the Service availability in any month to be not less than 99.9%. As used herein, “Service Availability” means the percentage availability of the Service in any month calculated in accordance with the following formula:  $((\text{Hours in a month}) - (\text{Hours of outage})) / (\text{Hours in a month of warranted availability})$ . For the purpose of calculating Application Availability, the following shall be excluded:

##### 2.2.1 Scheduled Maintenance

- SmartSimple reserves a maintenance window every second week on Thursday evening between 9:00 P.M. and 11.00 P.M EST.
- If this maintenance option is exercised, all access to SaaS servers may be disabled for the duration of the maintenance and a placeholder page is displayed to users attempting to access the system.

- Maintenance activities may include:
  - General system optimization and configuration that cannot take place when servers are on-line.
  - Database optimization.
  - Application component upgrades.
  - Hardware replacement or upgrades.
  - Maintenance may also be included as part of a scheduled system upgrade.

### **2.2.2 Client and External Components**

- Service levels explicitly exclude any issues associated with the Client's internal system, network, software or hardware problems as well as any problems associated with the Client's Internet access or connectivity to the SmartSimple Website, including any problems the Client may have with the Internet, the Public Switched Telephone Network or any other telecommunications or data communications network or any problems the Client may have with any Internet Service Provider or telecommunications carrier in relation thereto.
- Service levels explicitly exclude outages due to events of Force Majeure; Strikes or lockouts, legal or illegal affecting SmartSimple shall not be considered force majeure.

### **2.2.3 Backup and Disaster Recovery**

- SmartSimple acknowledges that securing customer Data is vital and an integral part of the service.
- SmartSimple backs-up all Data on a daily basis to a secure secondary hosting facility. Whether a hardware failure, intrusion of security or accidental destruction, relevant controls exist to recover the Data at the primary hosting facility.
- In the event of a complete failure at the primary hosting facility the system can be used by the Client immediately via the secondary hosting location with the latest version of the backup Data at no extra charge.

## **3. System Updates**

SmartSimple updates the service on a quarterly basis. Three types of updates are performed:

### **3.1 Hot Fix**

Minor updates to resolve outstanding technical issues.

### **3.2 Service Packs**

Minor updates that enhance internal aspects of the service and resolve outstanding technical issues.

### **3.3 Major updates that enhance service functionality**

The Client contact will be informed by email of major upgrades, and of scheduled maintenance to the Services, with detailed information about the contents of the upgrade or maintenance at least two weeks before the update or maintenance is to take place.

## 4. Support Services

### 4.1 Support Tickets

The response and resolution times for all Support Tickets are determined by their severity using our Impact Classification Table: **Conditions, Impact, Response and Resolution Time.**

	Platform	Configuration
<div style="background-color: #c00000; color: white; padding: 10px; text-align: center;"> <b>1</b>  <b>Emergency or Critical Condition</b> </div>	<p>Issues or concerns relating to baseline system functionality and standard product platform offering. All tickets will be treated as Platform unless analysis indicates otherwise.</p> <ul style="list-style-type: none"> <li>Initial response to client by phone call AND email within 30 minutes</li> <li>Provide a correction or workaround within 2 hours</li> <li>Updates to client every 2 hours until correction is provided</li> <li>If bypassed, a correction will be provided within 1 business day</li> </ul>	<p>Issues or concerns relating to system functionality or behaviour configured specifically for the client's business processes.</p> <ul style="list-style-type: none"> <li>Initial response to client by phone call AND email within 30 minutes</li> <li>Provide a correction or workaround within 2 hours</li> <li>Updates to client every 2 hour until correction is provided</li> <li>If bypassed, a correction will be provided by end of next business day</li> </ul>
<div style="background-color: #ff7f0e; color: white; padding: 10px; text-align: center;"> <b>2</b>  <b>High Impact Condition</b> </div>	<ul style="list-style-type: none"> <li>Initial response to client by phone call AND email within 2 hours</li> <li>Provide a correction or workaround within 5 hours</li> <li>Updates to client every 4 hours until workaround is provided</li> <li>Full correction is to be provided within 2 business days</li> </ul>	<ul style="list-style-type: none"> <li>Initial response to client by phone call AND email within 2 hours</li> <li>Provide a correction or workaround within 1 business day</li> <li>Updates to client every 1 business day until correction is provided</li> <li>If bypassed, a correction is to be provided within 3 business days</li> </ul>
<div style="background-color: #ffbb78; color: white; padding: 10px; text-align: center;"> <b>3</b>  <b>Medium Impact Condition</b> </div>	<ul style="list-style-type: none"> <li>Initial response to client by phone call OR email within 4 hours</li> <li>Provide a correction or workaround within 5 business days</li> <li>Updates to client every 2 business days until workaround is provided</li> <li>If bypassed, a correction is to be provided with the next upgrade</li> </ul>	<ul style="list-style-type: none"> <li>Initial response to client by phone call OR email within 4 hours</li> <li>Updates to client every 2 business days until correction is provided</li> <li>Provide a correction within 5 business days</li> </ul>
<div style="background-color: #2ca02c; color: white; padding: 10px; text-align: center;"> <b>4</b>  <b>Low Impact Condition</b> </div>	<ul style="list-style-type: none"> <li>Initial response to client by phone call OR email within 4 hours</li> <li>Provide a correction or workaround within 10 business days</li> <li>Updates to client every 3 business days until workaround is provided</li> <li>If bypassed, a correction is to be provided with the next upgrade</li> </ul>	<ul style="list-style-type: none"> <li>Initial response to client by phone call OR email within 4 hours</li> <li>Updates to client every 3 business days until correction is provided</li> <li>Provide a correction within 10 business days</li> </ul>

### 4.2 Hours of Service

- Support services shall be provided 24 hours a day, 5 days a week, Monday through Friday.
- On Boxing Day, Good Friday and statutory holidays observed in both the United States and Canada support shall be provided between 9:00 a.m. and 4:30 p.m. (EST).
- No support services will be available on Christmas Day.

#### 4.3 Out of Hours Support

- Critical Support (Tier 1 and Tier 2 only) is managed via dedicated email account [critical@smartsimple.com](mailto:critical@smartsimple.com)
- This account is monitored by SmartSimple senior technical staff.
- Response time out of normal business hours is not guaranteed but provided on a commercially reasonable effort basis.

#### 4.4 Method of Escalation

- If a Tier 1 or Tier 2 issue is not acknowledged within the expected initial response times, the client may contact the escalation extension listed below:
- Escalation Extension is: **1-866-239-0991 ext. 501**

Out-of-hours Tier 1 and Tier 2 issue escalation is managed through the use of this dedicated extension.