CHILIpublish

ANNEX II – Service Level Agreement ('SLA')

Version: 21 January 2025

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

SLA Service Uptime: 99.95%

The availability excludes scheduled maintenance of the Software and infrastructure which is pre-announced for downtime of the Service. The Service uptime is based on, and assumes, service availability of Third-Party service providers such as Microsoft Azure, Okta Auth0 and Cloudflare.

SLA Support Platform: see table below.

	Basic	**Standard**	**Premium**	**Premium + 24/7 add-on**
Response Time S1	24 hours	12 hours	1 hour	1 hour
Corrective Action SLA for S1	2 business days	1 business day	24 continuous hours	24 continuous hours
Response Time S2	24 hours	12 hours	4 hours	4 hours
Corrective Action SLA for S2	20 business days	10 business days	5 business days	5 business days
Response Time S3	48 hours	36 hours	24 hours	24 hours
Corrective Action SLA for S3	**N/A**	**N/A**	**N/A**	**N/A**
Response Time S4	48 hours	36 hours	24 hours	24 hours
Support availability Hours / day	8 hours / 5 days (Mon-Fri)	8 hours / 5 days (Mon-Fri)	8 hours / 5 days (Mon-Fri)	24 hours / 7 days

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

An "Incident" is a support event that begins when a failure, defect, or functional impairment of the Software or Service is reported by the Customer to Provider via the designated support platform. Upon receipt of the report, Provider's support team formally acknowledges and classifies the support event as an Incident.

"Response Time" refers to the elapsed time between Provider receiving a Customer's report of an Incident and Provider formally acknowledging the report. This includes assigning a severity level and providing the Customer with an initial response through the designated support platform.

"Corrective Action" refers to the measures Provider takes to address an Incident. This may include:

- Delivering a final solution to resolve the Incident.
- Providing a temporary workaround to mitigate the impact of the Incident.
- Providing an actionable plan with concrete steps and an estimated timeframe for resolution.

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SEVERITY 1: CRITICAL – Impact and Urgency: Severe

A critical issue causes a severe impact on the availability, stability, or performance of the Services, with no immediate workaround. These Incidents prevent large groups of users from achieving critical business objectives or disrupt essential workflows entirely. Provider will address Severity 1 Incidents immediately.

Example S1 issues:

- **Service Availability:** The Services are completely unavailable to all users, blocking essential operations.
- **Stability:** A critical function of the Services fails consistently and reproducibly, with no alternative or workaround available.
- **Data Integrity:** A defect causes permanent or unrecoverable data loss.
- **Security:** A security vulnerability is identified that poses a significant risk of data breach, unauthorized access, or downtime.

SEVERITY 2: HIGH – Impact and Urgency: Significant

A high-priority issue significantly affects the availability, stability, or performance of the Services but does not completely block essential workflows. A workaround may be available, mitigating the impact temporarily, allowing users to continue working with reduced efficiency or limited functionality.

Example S2 issues:

- **Service Availability:** The Services are intermittently unavailable, causing disruptions but not total failure.
- **Stability:** A major function of the Services is affected but can be bypassed with a workaround.
- **Performance:** A reproducible performance degradation significantly slows down workflows (e.g., queries or processes take much longer than normal).
- **Security:** A vulnerability exists but requires specific user privileges or conditions for exploitation, with no immediate risk of widespread impact.

SEVERITY 3: LOW – Impact and Urgency: Low

A low-priority issue has limited impact on the Services. It may cause inconvenience or minor disruptions to users but does not block critical workflows. Alternatives or workarounds may be available.

Example S3 issues:

- **Service Availability:** A non-critical component of the Services is temporarily unavailable (e.g., reporting tools or ancillary features).
- **Stability:** Minor glitches or inconsistencies that do not impact core functionality or user workflows.
- **Performance:** A small performance degradation that does not significantly affect user productivity (e.g., slightly slower response times for non-essential operations).
- **Security:** A minor vulnerability with limited impact and no immediate risk to data or availability.

SEVERITY 4: SUPPORT REQUEST

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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. Provider, however, does not guarantee any Corrective Action, Workaround or Resolution Time.

Production versus Watermarked environments

This Service Level Agreement ('**SLA**') applies primarily to production environments. However, watermarked environments – offered as part of the CHILI Service to support integration development and testing – are also covered with the following adjustments:

- **Severity Restrictions:** Incidents observed on watermarked environments are capped at a maximum severity level of **S2 (High)** and will not qualify as **S1 (Critical)** under any circumstances, as these are non-production and do not directly impact live business operations.

- **Exclusion from 24/7 Support:** For Customers with the Premium SLA packages and the 24/7 add-on, the **24/7 support availability does not apply to watermarked environments**. Support for Incidents reported on watermarked environments will be available during standard business hours only, as outlined in this SLA.

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

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