



Service Level Agreement

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Version: 1.1

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Version	Date	Name	Description of changes
1.0	July 2023	Alex Zekakis	
1.1	May 2024	Alex Zekakis	

Intro

This Service Level Agreement was published on 05/21/2024.

The definitions set out in the Definitions Schedule shall apply to this Service Level Agreement.

This SLA does not constitute a warranty to You.

1. PURPOSE AND OBJECTIVES

1.1 The purpose of this SLA is to ensure that the proper elements and commitments are in place to provide reliable Services to You. For the avoidance of doubt any feature requests and/or customisation requests are not subject to the provisions within this Service Level Agreement. Feature requests and /or customisation requests shall be documented in a separate SOW document.

1.2 The objectives of this SLA is to:

- 1.2.1** provide clear reference to accountability, roles and/or responsibilities of the Parties; and
- 1.2.2** present a clear, concise and measurable description of the Support Services available to You.

2. CUSTOMER SUPPORT

Support shall be made available to You in accordance with Your Support Subscription Package as detailed in the Order Form. The support levels are as follows:

Support Levels:	BASIC	SILVER	GOLD
XTM Support Portal – Unlimited Access	✓	✓	✓
Email Support	X	5 Appointed Email Users	20 Appointed Email Users
Support Response Times	Basic	Silver	Gold
Support Hours	24x5	24x5	24x5
P1 Support Hours	24x5	24x5	24x7
Technical Account Manager (TAM)	X	✓	Dedicated TAM

Included TAM Hours (Monthly)	0	4	12
Customer Success Consultant	✓	✓	✓
Uptime Guarantee	X	X	✓
Escalation Path	X	X	✓
Release Demos	X	X	✓
Business Reviews	X	Twice per annum	Once per quarter
Leadership Sponsor	X	X	✓
Support Ticket Auto Close	14 days	Never	Never

3. SERVICE LEVELS

Availability of the Service

3.1 We shall use commercially reasonable efforts to make the Services available to You twenty-four (24) hours a day, except when there is:

3.1.1 planned downtime and maintenance. In this event, We shall use reasonable endeavours to give at least eight (8) hours' notice to You and shall schedule the downtime to the extent practicable during weekend hours, between 6.00pm (CET) on Friday and 00.00am (CET) on Monday; or

3.1.2 any unavailability caused by circumstances beyond Our reasonable control, including without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labour problems (other than those involving Our employees), or internet service provider failures or delays.

3.2 We shall use commercially reasonable endeavours to give You notice of emergency maintenance or downtime outside of the hours detailed at 3.1.1 above. We shall make all reasonable efforts to schedule the maintenance or downtime outside of business hours to minimise impact to You.

Software Releases

3.3 Release notes shall be published on Our website <https://academy.xtm.cloud/release-notes/> when a new version is released.

3.4 Other than in exceptional circumstances (for example, in an emergency response to a security threat), if You are a private cloud customer, software releases for You will occur during maintenance windows agreed with You. If You are a public cloud

customer, We will use reasonable endeavours to ensure software releases are made at times to minimise disruption to Approved Users.

3.5 On request each year, We shall provide You with a development roadmap providing a high-level view of enhancements and new functionalities.

3.6 If You have an issue with an unsupported version, we shall request You upgrade to a supported version in order for Us to fix the reported issue. Any issue classified as a software bug, will only be fixed in product versions in accordance with our annual release strategy <https://xtm.cloud/documentation>.

3.7 We reserve the right to immediately install any mitigating security patches to Your instance in the event We discover a critical zero day security issue. For the avoidance of doubt, Your consent shall not be required for such install but We will advise You once such install has been installed.

4. SUPPORT MANAGEMENT

Support Hours and Availability

4.1 Support hours: Support 1st and 2nd line are available twenty-four (24) hours a day from 08.00am (CET) Monday to 8.00am (CET) Saturday. 3rd line support is available eight (8) hours a day from 8:00am (CET) Monday to 5pm (CET) Friday.

4.2 Support requests: In support of the Services, We will respond to service-related incidents and/or requests submitted by You within the time frames indicated in the table in paragraph 4.7.

4.3 We cannot guarantee that Support requests received outside of office hours will be actioned.

4.4 If an incident or bug issue requires input from Our developers, Maximum Resolution Times may be delayed as Our developers' working hours are ordinarily between 8.30am and 5.00pm (CET) Monday-Friday.

4.5 The resolution times detailed in paragraph 4.7 below do not include any time in which Our support team is waiting on information from You. We shall use commercially reasonable efforts to meet the maximum resolution times set out in paragraph 4.7.

4.6 Support is provided for products purchased under an Order Form (including by way of example, usage of the XTM Rest and SOAP API). Third party products or applications are not supported by Us, including when such third party products or

applications limit Your usage and therefore are not subject to Support and resolution response times listed in 4.7.

Support Response Times

4.7 Our support response times shall be in accordance with the following tables (Support Response Times):

Basic Support	
Priority Code	Response Time
1	Thirty (30) mins (Resolution Time: Two (2) hours)
2	Automatic
3	Automatic
4	Automatic

Silver Support			
Priority Code	Response Time	Maximum Resolution Time	Minimum Update Interval
1	Thirty (30) mins	Two (2) hours	One (1) hour
2	One (1) hour	Three (3) Business days	One (1) Business Day
3	Automatic	Seven (7) Business days	Five (5) Business Day
4	Automatic	with the next routine upgrade.	Monthly

Gold Support				
Priority Code	Response Time	Maximum Resolution Time	Escalation Interval	Minimum Update Interval
1	Thirty (30) mins	Two (2) hours	Thirty (30) mins	One (1) hour
2	One (1) hour	Three (3) Calendar days	Four (4) hours	Four (4) hours
3	Two (2) hours	Seven (7) Calendar days	N/A	One (1) Business Day
4	Four (4) hours	with the next routine upgrade.	N/A	Ten (10) Business Day

Priority Code	Description
1	The product cannot be used or the error has a critical impact on the business process. A bypass is not available and the situation requires an immediate solution.
2	The use of the product is limited, or certain functions cannot be used, including configuration actions required to be performed. A bypass is not available and the situation requires a solution as soon as possible.
3	The product is operational or the use of several functions is restricted. A bypass is available allowing business processes to continue.
4	The product is operational or the use of several functions has minor restrictions. A bypass is available allowing business processes to continue.

4.8 Gold Support Escalation Path:

- 1st Escalation: Customer Success Consultant
- 2nd Escalation: Support Manager
- 3rd Escalation: VP of Customer Office / VP of Sales
- 4th Escalation: CEO

4.9 For P1 issues only: Gold Support extends cover to 24/7 (24 hours per day, 7 days per week). Bug resolutions will follow the timelines outlined under 4.4

4.10 For Gold Support only We will guarantee a minimum uptime of 99.5% per monthly period (“Service Availability”). To calculate Service Availability the below calculation is used;

- $Service\ Availability\ \% = \frac{(Service\ Hours - Scheduled\ Maintenance) - Service\ Downtime}{Service\ Hours - Scheduled\ Maintenance} \times 100$

Availability for Gold Support is measured by the definition of Priority Code 1 (P1). If in the event We do not meet the Service Availability (for Gold Support) in any given calendar month then You may be eligible to receive a service credit of 10% of the monthly licence subscription fee for the affected calendar month . Service Availability is limited to the instance or instances operated by You directly, and does not extend to instances operated by subcontractors or factors outside Our control,

such as (but not limited too) force majeure, during scheduled and emergency maintenance , internet access issues or internet related problems.

4.11 Credits for Gold Support are Your sole remedy and Our sole obligation with respect to any downtime, unavailability, degradation or performance of the Services.

Reporting Requirements for Operational Issues

4.12 For all operational Support issues, Support requests can be made using:

4.12.1 Our support Portal (the Portal); or

4.12.2 by email when raised by an Appointed Email User to support@xtm.cloud.

4.13 Support Response Times will only apply where support requests are raised in accordance with paragraph 4.7.

4.14 Support is available in English.

4.15 You must provide Us with a list of Appointed Email Users by email to Your Account Manager during onboarding in order for Us to provide the Appointed Email Users with Support. The list can be updated by You by email to Your Account Manager at any time.



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