



# Service Level Agreement



# 1. General

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## 1.1. Introduction.

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This service level agreement (the “SLA”) sets forth the relevant service levels in relation to the Cx Observer Application as provided by Cx Observer to Customer under an applicable Order Form. All Standard Packages and Pro Subscriptions include Standard Support service levels as set forth in this SLA, whereas Premium Support service levels (includes enhanced uptime and support) are available for all Packages and Subscriptions.

## 1.2. Definitions

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All capitalized terms used in this SLA that are not otherwise defined herein, shall have the meaning given to them in the Agreement. Unless otherwise specified, any reference in this SLA to a section or other subdivision is a reference to a section or subdivision of this SLA.

## 1.3. Support Functionalities.

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Cx Observer provides for the following support functionalities at the addresses and telephones numbers provided:

Documentation: <https://cx-observer.com/documentation/>

Cx Observer Support Portal: <https://cx-observer.com/support/>

Support Phone Numbers: See Cx Observer Support Portal

## 1.4. Submitting Support Requests.

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All support requests (incidents and change requests) need to be reported by submitting a ticket through the Cx Observer Support Portal (the “Support Portal”). This enables for all required information to be properly logged and tickets can be addressed in the fastest and most efficient manner. The Support Portal provides all information about the progress and status of raised tickets. In addition to the Support Portal, support phone numbers are made available to directly communicate regarding any support related questions(the “Support Phone”). Critical incidents reported in the Support Portal have to be followed by a phone call to the Support Phone in order to immediately determine the best communication line while handling the ticket.

### 1.5. Support Process

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After submission in the Support Portal, Cx Observer will analyze the ticket and, if applicable, try to reproduce the incident or evaluate the completeness of the information of a change request. If Cx Observer determines the root cause of the incident is the Cx Observer Application, Cx Observer will resolve the issue according to the assigned priority, as defined under section 1.6 (Priority Levels). If the root cause of a reported incident is deemed to be an external failure (i.e. the root cause is not the Cx Observer Application, but e.g. the (configuration of the) Project, Cx Observer shall inform Customer of such fact and Cx Observer will have no obligation to resolve such issue. However, in such case however Cx Observer shall use reasonable efforts in supporting Customer in resolving the incident which may include involving (paid) Cx Observer Expert Services. Cx Observer will seek Customer’s written approval and agreement to pay any related fees before performing such services.

### 1.6. Priority Levels.

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Priority levels are determined based on impact and urgency, as attributable to Cx Observer as set forth below.

**Impact:**

- i. High: a high priority production incident with a high impact on Customer’s business, impacting (almost) all users
- ii. Medium: a production incident with intermediate impact on Customer’s business, impacting a group of users
- iii. Low: a trivial (production) incident with no impact on the customer’s business

**Urgency:**

- i. High: operational functionality is severely disrupted
- ii. Medium: operational functionality is limited disrupted
- iii. Low: operational functionality is not/hardly disrupted

Urgency	Impact		
	High	Medium	Low
High	High	High	Medium
Medium	High	Medium	Low
Low	Medium	Low	Low

## 1.7. Support Hours

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Support via the Support Portal and/or Support Phone is limited to the support hours as set forth below (excluding local holidays) for the support center that covers the geographic area in which Customer is located.

Support Hours	Monday – Friday	5 hours (15:00 to 20:00) UTC
	Saturday - Sunday	12 hours (05:00 to 14:00) UTC

## 1.8. Response Time and Resolution Time Objectives

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For solving incidents in the Cx Observer, Cx Observer offers the following response time and resolution time objectives:

	Response Time	Resolution Time
<b>Critical</b>	Same Business Day	Next Business Day
<b>High</b>	Same Business Day	2 Buisess Days
<b>Medium</b>	2 Buisess Days	Reasonable Effort
<b>Low</b>	Reasonable Effort	Cx Observer Discretion

# 2. Cx Observer Application

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## 2.1. Application

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The Application refers to all software provided by Cx Observer, including but not limited to: Cx Observer website(s), and Documentation. For the avoidance of doubt, Customer Data and Projects are not part of the Application.

## 2.2. Availability

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Cx Observer guarantees average availability of the Application, which for the purposes of this SLA shall mean the Project hosting environment provided by Cx Observer, on which Customer’s Project(s) run(s), across all Customer’s Projects in accordance with the table below. Maintenance Windows, force majeure, internet outages and circumstances beyond Cx Observer reasonable control are excluded.

Availability is calculated as follows:  $\text{availability percentage} = (\text{TMM} - \text{TMD}) / \text{TMM} * 100\%$ . Whereby:

- TMD = total minutes of downtime of the Cloud Services. TMD is calculated from the moment the applicable support ticket is submitted in the Support Portal stating that the Cloud Services are unavailable until the time the ticket is set to 'solved' in the Support Portal; and
- TMM = total minutes per calendar month. TMM is calculated by taking the number of days within the applicable calendar month and multiply those by 1440 (24 hours times 60 minutes) and corrected for any scheduled downtime within Maintenance Windows or beyond Cx Observer's control.

Availability
99.50 %

### 2.3. Maintenance Windows

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In order to keep the Application running smoothly, updates and fixes are regularly released. Any maintenance that needs to be performed to the Application shall be announced to Customer at least one week in advance.

### 2.4. Standard Backups

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A back-up of all Application Data is made on a daily basis ("Standard Backups") and are stored in secure, geographically dispersed locations (secondary datacenter). Standard Backups are available as follows:

- Nightly Back-ups: maximum two (2) weeks history (counting from yesterday)
- Sunday Back-ups: maximum three (3) months history (counting from yesterday)
- Monthly Back-ups (1st Sunday of each month): maximum one (1) year history (counting from yesterday)

### 3. Cx Observer Projects

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This SLA describes the support levels for the Application provided by Cx Observer. The Application allows Customers to develop a Projects which are Customer specific in regards to configurations. Such Projects require business specific and in-depth domain knowledge in order to be supported. Cx Observer advises to arrange Application support within Customer's delivery organization (or through a Cx Observer Partner). Cx Observer can assist delivery organizations in acquiring the right skill set, support them with specialized services or connect you with our Partner network. Please contact Cx Observer for more information.

### 4. Escalations

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At any time during your subscription with Cx Observer, an escalation may be initiated after the SLA Response- or Resolution time has lapsed. If you have worked through our standard support processes and with our teams and you are not satisfied with the level or timeliness of service you received, you can escalate accordingly. Additionally, an escalation should be initiated when there is tangible impact to your project, or there is substantial risk to the business operations. The entry point into the Cx Observer escalation process is through your support case. Please note that for an issue to be escalated, a support case must be created (Cx Observer does not accept escalations solely based on communications via email).