

Service Level Agreement - CMNTY Corporation (CMNTY)

Last modified: May 26, 2020

1. DEFINITIONS

All definitions are inherited from our [General Terms and Conditions](#).

2. SCOPE

1. This Service Level Agreement (hereinafter: SLA) is inherently subject to the General Terms and Conditions governing any Agreement concluded between CMNTY and CLIENT.
2. This SLA defines the service levels for maintenance and Support for the Services provided to the CLIENT by CMNTY, including provision of services, application administration, Support, system administration, network administration and data backup and retention.
3. The fees CLIENT pays for the provision of Services under the Agreement include the maintenance and Support described in this SLA.
4. Support is effective upon the effective date specified in the Agreement and ends upon the expiration or termination of the Agreement.
5. CMNTY is not obliged to provide Support after the expiration or termination of the Agreement.
6. This SLA expressly excludes the following:
 - a. Installation, configuration and technical support for CLIENT's equipment or operating systems.
 - b. Technical support, consultation or problem resolution pertaining to software applications other than those supplied by CMNTY and described in this Agreement including that of Amazon AWS.
 - c. Resolution of problems resulting from negligence of Users or End-Users of the Services, including specifically the incorrect data entry; the negligent loss of data; errors of access due to negligent handling of authentication credentials; and errors caused due to alterations of code.
 - d. Use of the Services on an operating environment that does not meet the minimum system requirements (mentioned below).
7. Should CLIENT require that CMNTY provides services pertaining to any exclusions mentioned under article 2.6, CLIENT hereby agrees to pay CMNTY for such services according to the rates in effect applied by CMNTY to such services, prorated hourly.
8. This SLA is expressly valid for the term of the Agreement concluded between CMNTY and CLIENT.

3. SLA TIERS

CMNTY identifies three SLA tiers. The SLA tiers that applies to the Services used by CLIENT is mentioned in the Agreement. If it is not mentioned in the Agreement then the following rules apply:

- Premium and Enterprise plan: Diamond
- Professional Growth, Advanced, Regular and Plus plan: Gold
- Professional, Personal, Personal Growth, Starter and all other: Silver

	SILVER	GOLD	DIAMOND
Support Type	Email / Live Chat	Email / Live Chat	Phone / Email / Live Chat
Support Response Time*	48 Hours	24 Hours	8 Hours
Support Hours	Business Hours EST & CET	Business Hours EST & CET	Business Hours EST & CET
Server Uptime Guarantee	99,80%	99,90%	99,95%
Backups	Weekly	Weekly	Daily
Maximum Data Recovery	1 Week	1 Month	1 Month

* Response times in calendar hours for non-incidents. For incidents see paragraph 6.

4. TECHNICAL CONTACTS

1. CLIENT will appoint Technical Contacts that will act as the liaison between CLIENT and CMNTY for submission of Support requests, reporting of problems and other matters possibly relating to Support. Technical Contacts will be expected to be knowledgeable about the Services.
2. Technical Contacts will be expected to possess an ability to reproduce or describe in an informative manner any problems to be reported to CMNTY.

3. Before submitting a Support request to CMNTY, Technical Contacts will be expected to use any supporting tools provided by CMNTY, such as online documentation of the Services and/or any other materials provided by CMNTY to CLIENT upon delivery of Services.
4. CMNTY reserves the right to review Support requests submitted by the Technical Contacts and may recommend software training to help avoid Support requests that would be prevented by such training. If CLIENT wishes not to follow training, support hours will be charged and invoiced in accordance with General Terms and Conditions.

5. SUPPORT

1. CMNTY will use reasonable efforts to provide rapid and effective Support to CLIENT during its Standard Business Hours.
2. CLIENT will be required to establish and maintain organization and provision of first line Support directly to its Users. Such first line Support shall include, but not be limited to:
 - a. Direct response to (end) Users with respect to inquiries concerning the performance, functionality or operation of the Services;
 - b. Direct response to (end) Users with respect to problems or issues with the Services.
 - c. Diagnosis of problems or issues of the Services and, whenever possible, resolution of such problems or issues.
3. If after reasonable efforts CLIENT is unable to diagnose or resolve the problems or issues of the Software, CLIENT may contact CMNTY for second line Support which will consist of:
 - a. Diagnosis of problems or issues with Services;
 - b. Reasonable efforts to resolve reported verifiable errors in the Software to grant performance of Services compatible with the documentation.
4. Support that falls beyond the provision of Services, such as consulting on matters of community management, content management or project management, shall be provided upon CLIENT's request as a paid service, prorated hourly and invoiced separately from the fees paid by CLIENT for the provision of Services.

6. AVAILABILITY AND DOWNTIME

1. CMNTY uses reasonable efforts to maintain uptime of the Services following the percentages mentioned in the SLA tiers mentioned in paragraph 3. Scheduled downtime is not included in the calculation of uptime.
2. CMNTY reserves the right to temporarily take down the Services in order to conduct routine maintenance with a possible effect to the Services.
3. In case of expected downtime, CMNTY will inform CLIENT about planned security and server maintenance at least 5 business days in advance.
4. CMNTY reserves the right to temporarily take down the Services, without prior announcement, in order to conduct emergency maintenance with a possible effect to the Services if CMNTY thinks the performance or security of the Services are at jeopardy.

7. BACKUPS

1. All CLIENT data will be backed up daily, weekly or monthly depending on the SLA tier associated with the Agreement.
2. CMNTY uses secure Amazon AWS S3 storage for backups.

8. PRIORITIZATION AND RESPONSE TO INCIDENTS

Primary coverage of problem correction will be during Standard Business Hours of CMNTY. Incidents or questions that cannot be solved immediately shall be prioritized as follows:

Priority	Definition
Priority 1 (P1)	<p>Software no longer functions or its functionality is so much reduced it can no longer function.</p> <p>Characteristics;</p> <ul style="list-style-type: none"> ● Unexpected downtime ● Core functionality crashes or becomes highly unusable ● Data loss or data corruption ● Data security breaches ● No workarounds are possible <p>Test, demo and sandbox instances are exclude from this classification</p>

Priority 2 (P2)	<p>The software is severely limited or degraded. Primary systems are not performing properly. The problem is causing a significant impact to a high percentage of the users' operations or productivity of its users.</p> <p>Characteristics;</p> <ul style="list-style-type: none"> ● Severely degraded platform performance ● Primary functionality is unavailable but the system operates in a severely restricted fashion. ● High level security vulnerabilities ● No reasonable workaround is available
Priority 3 (P3)	<p>A problem which has impact on the business operations, but a workaround is available. The problem is localized or the impact has been isolated and can easily be circumvented. There is a minor loss of operational functionality.</p> <p>Characteristics;</p> <ul style="list-style-type: none"> ● Minor degraded platform performance ● Incorrect data ● Incorrect product behavior ● Short term workaround is available
Priority 4 (P4)	<p>A minor or cosmetic problem which affects non-essential functions, has minimal impact on business operations. Any other problem that does not fit within any of the other classifications.</p> <p>Characteristics;</p> <ul style="list-style-type: none"> ● Error message with easy workaround ● General advice on product usage ● Support article clarification ● Product enhancement request ● Translation errors ● Minor design issues

1. By default, CMNTY will classify any cases reported as **Priority 3** by default. Upon review, CMNTY shall, in good faith, determine the priority of the incident and shall update the client accordingly.
2. CMNTY does not commit to specific resolution times due to the varying levels of complexity involved any specific issue. CMNTY has targeted resolution timeframes and will commit appropriate resources to attempt to resolve the issue within the targeted timeframe.
3. The initial response target and resolution targets will also depend heavily on the reaction of the CLIENT. CMNTY may request additional information from CLIENT.
4. The table below lists the associated priority level with the initial response target and resolution targets:

Priority	Initial response target	Temporary resolution target	Final resolution target
P1	2 hours from receipt of the initial notice from CLIENT.	12 hours from receipt of the initial notice from CLIENT.	2 days from receipt of the initial notice from CLIENT.
P2	4 Business hours from receipt of the initial notice from CLIENT.	3 Business days from receipt of the initial notice from CLIENT.	7 Business days from receipt of the initial notice from CLIENT.
P3	1 Business day from receipt of the initial notice from CLIENT.	N/A	21 Business days from receipt of the initial notice from CLIENT.
P4	2 Business days from receipt of the initial notice from CLIENT.	N/A	N/A

1. In a case of Priority 1 incident, CLIENT is advised to contact CMNTY by phone during business hours or email to outage@cmnty.com. Should the solution of the incident not be possible within the estimated timeframe, CMNTY will commit to update the CLIENT every 2 hours by phone or email or status page until the error has been cured. In case necessary, CMNTY may instruct a third party to assist in correction of the incident, the costs of which will be borne by CMNTY.
2. In light of the above the Recovery Time Objective (RTO) is 12 hours and the Recovery Point Objective is 24 hours.

9. SYSTEM REQUIREMENTS

1. CMNTY grants the above mentioned levels for Services on the condition that CLIENT meets the following minimum requirements:
 - a. Operating system: clean installations of Linux, OS X 10.12+, Windows 7+, Android 6+ and iOS 11+
 - b. Browsers: Chrome, Mozilla Firefox, Edge or Safari in a version no older than 6 months prior to date of latest platform update. Internet Explorer 11 is only supported up till an acceptable state as indicated by CMNTY.
2. CLIENT consents and acknowledges that prior to upgrading third party software, CLIENT is solely responsible to verify and insure that such third party software is compatible with their current or future versions of Services, especially when upgrades concern new versions of operating systems. With regards to the latter, CMNTY maintains a 3% failure margin.