

MiniTwit Service Level Agreement

Last updated 19/03 2020

1. Agreement Overview

This Agreement represents a Service Level Agreement ("SLA" or "Agreement") between Fuld Smadder and Customer for the provisioning of IT services required to support and sustain the service.

This Agreement remains valid until superseded by a revised agreement mutually endorsed by the stakeholders.

This Agreement outlines the parameters of the MiniTwit services listed herein (a "Service" or the "Services"), covered as they are mutually understood by the primary stakeholders. This Agreement does not supersede current processes and procedures unless explicitly stated herein.

This Agreement does not apply to separately branded services made available with or connected to the Services or to any on-premises software that is part of any Service.

2. Goals & Objectives

The purpose of this Agreement is to ensure that the proper elements and commitments are in place to provide consistent IT service support and delivery to the Customer by the Service Provider.

The goal of this Agreement is to obtain mutual agreement for IT service provision between the Service Provider and Customer.

The objectives of this Agreement are to:

- o Provide clear reference to service ownership, accountability, roles and/or responsibilities.
- o Present a clear, concise and measurable description of service to the customer.
- o Match perceptions of expected service with actual service support & delivery.

3. Stakeholders

The following Service Provider and Customer will be used as the basis of the Agreement and represent the primary stakeholders associated with this SLA:

Service Provider: Fuld Smadder. ("Provider")

Customer: *Customer* ("Customer")

4. Periodic Review

This Agreement is valid from the Effective Date outlined herein and is valid until further notice. This Agreement should be reviewed at a minimum once per year; however, in lieu of a review during any period specified, the current Agreement will remain in effect.

The Business Relationship Manager ("Document Owner") is responsible for facilitating regular reviews of this document. Contents of this document may be amended as required, provided mutual agreement is obtained from the primary stakeholders and communicated to all affected parties. The Document Owner will incorporate all subsequent revisions and obtain mutual agreements / approvals as required.

Business Relationship Manager: Fuld Smadder

Review Period: Yearly

Previous Review Date: March 19, 2020

Next Review Date: April 1, 2021

5. Service Agreement

The following detailed service parameters are the responsibility of the Service Provider in the ongoing support of this Agreement.

5.1 Claims

In order for the Service Provider to consider a claim, the Customer must submit the claim to customer support at the Service Provider including all information necessary for the Service Provider to validate the claim, including but not limited to: (i) a detailed description of the Incident; (ii) information regarding the time and duration of the Downtime; (iii) the number and location(s) of affected users (if applicable); and (iv) descriptions of your attempts to resolve the Incident at the time of occurrence.

For a claim related to the Service, The Service Provider must receive the claim by the end of the calendar month following the month in which the Incident occurred. For example, if the Incident occurred on February 15th, we must receive the claim and all required information by March 31st.

The Service Provider will evaluate all information reasonably available and make a good faith determination of whether a compensation is owed. We will use commercially reasonable efforts to process claims during the subsequent month and within forty-five (45) days of receipt. The customer must be in compliance with the Agreement in order to be eligible for compensation. If the Service Provider determine that compensation is owed to the Customer, The Service Provider will apply the compensation in an appropriate matter.

5.2 Limitations

This SLA and any applicable Service Levels do not apply to any performance or availability issues:

- Due to factors outside our reasonable control (for example, natural disaster, war, acts of terrorism, riots, government action, or a network or device failure external to the Service Providers data centers, including at the Customer site or between the Customer site and the Service Providers data center).
- That result from the use of services, hardware, or software not provided by the Service Provider, including, but not limited to, issues resulting from inadequate bandwidth or related to third-party software or services.
- Caused by the Customers use of a Service after the Service Provider advised the Customer to modify the use of the Service, if the Customer did not modify the use as advised.
- During or with respect to preview, pre-release, beta or trial versions of a Service, feature or software (as determined by the Service Provider).
- That result from the customers unauthorized action or lack of action when required, or from the customers employees, agents, contractors, or vendors, or anyone gaining access to the Service by means of the customers passwords or equipment, or otherwise resulting from the Customers failure to follow appropriate security practices.
- That result from the Customers failure to adhere to any required configurations, use supported platforms, follow any policies for acceptable use, or the Customers use of the Service in a manner inconsistent with the features and functionality of the Service (for example, attempts to perform operations that are not supported) or inconsistent with the Service Providers published guidance.
- That result from faulty input, instructions, or arguments (for example, requests to access files that do not exist).
- That result from the Customers attempts to perform operations that exceed prescribed quotas or that resulted from the Service Providers throttling of suspected abusive behavior.
- Due to the Customers use of Service features that are outside of associated Support Windows.
- For licenses reserved, or not acquired in agreement with the Service Provider, at the time of the Incident.

5.3 Service Scope

The following Services are covered by this Agreement:

- Uptime
- Mean response time
- Mean time to recover
- Failure frequency

5.4 Level of Services

The level of Service for the Services covered by this Agreement:

5.4.1. Monthly Uptime Calculation and Service Levels for the Service

"Total Request Attempts" is the total number of API requests by Customer during a month for the Service.

"Failed Requests" is the set of all requests within Total Requests Attempts that either return an Error Code or an HTTP 4xx status code or fail to return a Success Code within 600 seconds.

"Monthly Uptime Percentage" is calculated as Total Requests Attempts less Failed Requests divided by Total Requests Attempts in a month for the Service. Monthly Uptime Percentage is represented by the following formula:

Monthly Uptime % = (Total Request Attempts - Failed Requests) / Total Request Attempts

The following Service Levels and Compensations are applicable to Customer's use of the Service with regard to uptime.

MONTHLY UPTIME PERCENTAGE	COMPENSATION
< 99.9%	10%
< 99%	25%

5.4.2. Monthly Mean Response Time Calculation and Service Levels for the Service

"Success Code" means an indication that an operation has succeeded, such as an HTTP status code in the 2xx range.

"Successful Request" is a request that return a Success code within 600 seconds.

"Total Successful Requests" is the accumulated number of Successful Requests made by the Costumer during a month for the Service.

"Response Time" is measured as the execution time of a request by the Costumer for the Service. This does not include execution time at the costumer side nor the network traffic time.

"Total Response Time" is the accumulation of all Response Times by the Costumer during a month for the Service.

"Monthly Mean Response Time" is calculated as the Total Response Time divided by the Total Successful Requests.

Monthly Mean Response Time = Total Response Time / Total Successful Requests.

MONTHLY MEAN RESPONSE TIME	COMPENSATION
> 0.3s	10%
> 0.5%	25%

5.4.3. Failure Frequency Calculation and Service Levels for the Service

"Total Request Attempts" is the total number of API requests by Customer during a month for the Service.

"Failed Requests" is the set of all requests within Total Requests Attempts that either return an Error Code or an HTTP 4xx status code or fail to return a Success Code within 600 seconds.

"Total Failed Request Attempts" is the total number of failed API requests by Customer during a month for the Service.

"Monthly Failure Frequency" is calculated as the Total Failed Request Attempts divided by Total Request Attempts.

Monthly Failure Frequency = Total Failed Request Attempts / Total Request Attempts.

MONTHLY FAILURE FREQUENCY	COMPENSATION
> 0.001	10%
> 0.01	25%

5.5. Customer Requirements

Customer responsibilities and/or requirements in support of this Agreement include:

o Reasonable availability of customer representative(s) when resolving a service-related incident or request.

5.3. Service Provider Requirements

Service Provider responsibilities and/or requirements in support of this Agreement include:

- o Meeting response times associated with service-related incidents.
- o Appropriate notification to Customer for all scheduled maintenance.

5.4. Service Assumptions

Assumptions related to in-scope services and/or components include:

- Changes to services will be communicated and documented to all stakeholders.

5.5. Service Availability

Coverage parameters specific to the service(s) covered in this Agreement are as follows:

- Onsite support: 12:00 P.M. to 5:00 P.M. Thursday
- Calls received out of office hours will be forwarded to a mobile phone and best efforts will be made to answer / action the call, however there will be a backup answer phone service
- Emails received outside of office hours will be collected, however no action can be guaranteed until the next working day

6.0. Disclaimer

This SLA have been manufactured as a part of the course DevOps, Software Evolution and Software Maintenance held at the IT University of Copenhagen in the spring of 2020. Terms like compensation have been used to simulate the terms of an SLA from a non educational environment. No compensation can or will be effectuated. However, it is expected that the Customer will provide the Service Provider with valuable and constructive feedback.