



# CLIENT SLA

**Policy and Procedures**

**Last updated: Jun 2012**

<b>Document History and Version Control Table</b>			
<b>Version No</b>	<b>Author</b>	<b>Effective Date</b>	<b>Change Summary</b>
4.00	HR Team	Jun 2012	<a href="#">Service Levels and Resolution Governance</a>
3.00	HR Team	Dec 2011	<a href="#">Product Availability Service Level</a>
2.00	HR Team	Jun 2011	<a href="#">Exclusions</a>
1.00	HR Team	Jan 2010	Initial Version

## Contents

SLA with Client.....	4
WARRANTY FOR DEVELOPMENT.....	4
a. Warranty and Remedy. ....	4
b. Exclusions. ....	5
c. Response Time Service Level.....	5
e. Product Availability Service Level. ....	6
f. Service Levels and Resolution Governance.....	7
h. Dispute Resolution.....	8

## SLA with Client

1. Project will follow Client's Standard SLAs as listed below:

### WARRANTY FOR DEVELOPMENT

- a. **Warranty and Remedy.** For the Warranty Period, Supplier warrants to Client's that each PROJECT function that is in Productive Use will perform in all material respects in accordance with the Specifications. Supplier does not warrant that the PROJECT function will operate uninterrupted or error-free. Supplier's sole obligation and Client's' exclusive remedy in connection with the breach of a warranty provided under this Section shall be for Supplier to repair or replace the non-conforming Developed Code, Service or Customization, or component thereof. If Supplier, in its reasonable discretion, determines that it is unable to repair or replace a non-conforming Developed Code, Service or Customization, the applicable Fee for the Developed Code, Service or Customization shall be equitably reduced to account for the reduced functionality. A Developed Code, Service or Customization that is repaired or replaced pursuant to this Section will be warranted for the remainder of the original Warranty Period or thirty (30) days, whichever is longer. Client's' license to a Developed Code or Customization or right to access a Service, or any portion

thereof, for which it has received a refund hereunder shall terminate upon its receipt of a refund

- b. **Exclusions.** The warranty provided in this Section shall not apply to the extent that non-compliance relates to or is the result of (i) use of the PROJECT function in combination with software or equipment not provided by Supplier, (ii) a change to the operating environment of the Developed Code or Customization not made or authorized by Supplier, (iii) Client's failure to install any Correction, Update or Upgrade provided by Supplier, (iv) viruses introduced through no fault of Supplier, (v) any use of the Developed Code, Service or Customization not authorized by this Agreement.

**c. Response Time Service Level.**

During the applicable Term for any Service or Developed Code that is in Productive Use, Supplier shall (i) notify Client's of any Error detected by Supplier within fifteen (15) minutes after such Error is detected, (ii) acknowledge receipt of a notification by Client's of an Error detected by Client's within fifteen (15) minutes of receiving such notification, and (iii) acknowledge receipt of a Service Requests submitted by Client's within fifteen (15) minutes of receiving such Service Request. Further, Supplier shall provide Client's with a Correction for any verifiable Error reported in such a Service Request in accordance with the Severity Levels and Resolution Times set forth in the table below:

Severity Level	Description	Resolution Time
1	An Error that causes a Software Module (defined below) to be unavailable or that causes its functionality to be so degraded that the business is not impacted	2 Hours

2	An Error other than a Severity Level 1 Error for which there is no work-around that: (i) results in one or more important features of a Software Module to be unavailable or unusable and (ii) interferes in a significant way with Client's ability to realize important and expected benefits to its business.	1 Business Days
3	An Error other than a Severity Level 1 or Severity Level 2 Error that has a material impact on the functionality of a Software Module (e.g., a feature is not working as documented but a work-around is available and significant business functions are not materially impaired).	5 Business Days
4	Client's' business is not impacted (e.g., a request for information).	N/A

- b. The term “Software Module” means any one of the following Products: LeadFlow, LeadFlow Pro, LeadFlow Exchange, Agents Ally, LeadAlerts, SalesManager, and ImpactManager.
- c. For any Severity Level 1 Error, Supplier shall have qualified personnel make diligent efforts 24 hours per day, 7 days per week until a Correction has been provided for the Severity Level 1 Error.
- d. **Resolution Time** shall be calculated beginning 15 minutes following Supplier's receipt of a Service Request and shall be suspended to the extent that the Error is the result of or Correction efforts are delayed by a cause that is within Client's reasonable control. Further, Resolution Time credits only apply to Errors that can be replicated by Supplier or that Client's can provide a reproduction path and demonstrate have occurred in the Supplier production environment at Clients.
- e. **Product Availability Service Level.**
  - i. Definitions.
    - A. “Scheduled Downtime” means those periods of time scheduled by Supplier for routine maintenance, servicing, third party software and equipment

maintenance, and off-line dedicated backup. Scheduled Downtime hours are as follows:

- 2am – 3am Pacific Time on Thursday (1 hour)
- 12 Midnight – 4am Pacific Time on Sunday (4 hours)

B. “Additional Downtime” means the number of minutes each month during which time the Developed Codes or Services are unavailable as a result of maintenance or service that Supplier requests take place outside of Scheduled Downtime. Client’s must be notified at least twenty-four (24) hours in advance and approve in writing any Additional Downtime proposed by Supplier.

C. “Availability Percentage” means the quotient obtained by dividing (i) the Availability Time for a particular month minus the number of minutes of Unscheduled Downtime during such month by (ii) the Availability Time for such month.

D. “Availability Time” means the number of minutes in a particular calendar month.

E. “Unscheduled Downtime” means the number of minutes each month of downtime other than Scheduled Downtime or Additional Downtime.

**f. Service Levels and Resolution Governance.**

Resolution governance will include business representatives from Supplier and Client’s to bring the overall performance of the Developed Codes and Services within acceptable response rates to satisfy the business use of thereof. Measures of system performance will be defined by Supplier and Client’s based on component utilization rates. It is agreed that Client’s and Supplier will commit resources (with each party being financially responsible for its own system issues) to take deliberate and definable action to resolve all Errors in accordance with the requirements of the Agreement.

**g. Production.**

All Service Levels will be suspended during outages of common national telecommunications networks, and other Force Majeure events, Scheduled Downtime and Additional Downtime. Outages caused by systems owned or used internally by Client’s, Client’s Affiliates, or Agents (the “Local Area Networks”) will not be counted as Unscheduled Downtime.

**h. Dispute Resolution.**

If Supplier disputes whether an Availability Credit is owed to Client's or the appropriate amount of such Availability Credit, the Parties shall meet to resolve such dispute within twenty (20) days from the receipt by either Party, of written notification, of the existence of a dispute. Undisputed Availability Credits will be paid in the form of a credit against future Client's invoices for Supplier, unless Client's has paid in full all obligations and no further invoices will be issued, in which case all outstanding Availability Credits will be sent in the form of a Supplier check to Client's.