

## Service Level Agreement (SLA)

For [Customer Name]

By SEM Applications, Inc.

**Effective Date:**

<b>Document Owner:</b>	SEM Applications, Inc.
------------------------	------------------------

Version	Date	Description	Author
Enhanced Edition		Service Level Agreement	Stan Meng, President

### Approval

*(By signing below, all Approvers agree to all terms and conditions outlined in this Agreement.)*

Approvers	Role	Signed	Approval Date
SEM Applications, Inc,	Service Provider		
	Customer		

### Agreement Overview

This Agreement represents a Service Level Agreement (“SLA” or “Agreement”) between SEM Applications, Inc. and Customer Name for the provisioning of software support services required to support and sustain EMS Enhanced Edition, a web-based application. This agreement remains valid until superseded by a revised agreement mutually endorsed by the stakeholders. This Agreement outlines the parameters of all covered support services as they are mutually understood by the primary stakeholders. This Agreement does not supersede current processes and procedures unless explicitly stated herein.

#### 1. Goals & Objectives

The purpose of this Agreement is to ensure that the proper elements and commitments are in place to provide consistent software service support and delivery to the Customer by the Service Provider. The goal of this Agreement is to obtain mutual agreement for software service support provision between the Service Provider and Customer. The objectives of this Agreement are to:

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

## **2. Stakeholders**

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

**Software Service Provider:**

**Software Service Customer:**

## **3. 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 fiscal year; however, in lieu of a review during any period specified, the current Agreement will remain in effect. The Service Provider is responsible for facilitating regular reviews of this Agreement. Contents of this document may be amended as required, provided mutual agreement is obtained from the key stakeholders and communicated to all affected parties. The Document Owner will incorporate all subsequent revisions and obtain mutual agreements/approvals as required.

## **4. Support Service Agreement**

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

### **4.1 Scope of Services**

The following Services are covered by this Agreement:

- Manned telephone support
- Monitored email support
- Online remote support
- Online training
- Planned or emergency onsite assistance (additional fees will apply)
- Development and customization requests

### **4.2 Customer Requirements**

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

- Payment for all support costs under the terms of the EMS User Agreement and this Service Level Agreement
- Reasonable availability and disposition of customer representatives when resolving a

service-related incident or request

#### 4.3 Service Provider Requirements

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

- Meeting response/fix times associated with service-related incidents
- Clear communication with Customer regarding reasonable expectations, progress, and/or status of service incident or request
- Appropriate notification to Customer for all scheduled maintenance.

#### 4.4 Service Assumptions

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

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

### 5. Service Management

Effective support of in-scope services is a result of maintaining consistent service levels. The following sections provide relevant details on service availability, in-scope services, and related components.

#### Service Availability

SEM Applications, Inc. provides 24/7 technical support, unlimited online training, and all available upgrades to current web customers. As a vendor-hosted solution, server maintenance, daily data backups, and weekly data backup verifications are also included in the contracted per client, per month rate as defined in the EMS Service Agreement. Coverage parameters specific to the services covered by this Agreement are as follows:

- Telephone Support—Office hours are Monday through Friday, 8:00 AM CST to 5:00 PM CST. Phones are answered live during business hours. Calls are assessed for purpose (sales, technical support, training, development, etc.), and then directed to the appropriate department for staff response and follow-up. Messages during business hours are returned the same day according to the Priority Status Code. After-hours general calls (incoming calls to (660)446-3030) are forwarded to the voicemail system and answered the next business day. After-hours emergency calls (incoming calls to (866)615-9344) are forwarded to the voicemail system and answered by the first available tech, usually within 2 hours.
- Email Support—Monitored Monday through Friday, 8:00 AM CST to 5:00 PM CST. Emails received during business hours will receive a response within 2 hours. Emails received outside of office hours will be collected; however, no action can be guaranteed until the next working day.
- Online/remote Support and Online Training—Tech Support Specialists and Trainers for SEM Applications, Inc. use GoToMeeting and GoToAssist to provide remote demonstration and issue resolution. Training and/or technical support is provided to

troubleshoot for system and/or user errors and offer guidance and instruction in using EMS features and functionality for optimal results. *Note: Technical Support/Training does not include the creation of individual custom query or Rich Text reports; account reconciliation or report balancing; correction for errors in customer data entry; resolution of issues that require the Customer to provide copies of bank or investment statements; or IT/networking solutions. Custom development and technical support services outside the scope of this Agreement are available at \$90 per hour.*

- Onsite Support or Training—Available by request. If requested and approved, onsite support and/or training will be provided at [rate] per day plus all related travel expenses.

### 5.1 Technical Support Requests

In support of the services outlined in this Agreement, the Service Provider will respond to service-related incidents and/or requests submitted by the Customer within the following timeframes:

Priority Code	Description
A-Urgent	Customer’s business is stopped due to a fault preventing the customer’s operational use of the Software
B-High	Customer’s business is significantly impaired or restricted due to a fault that is severely degrading customer’s operational use of the Software.
C-Normal	Customer’s business is impaired or restricted due to a fault that either occurs rarely or for which a viable workaround is available
D-Low	Fault causing little or no impact on the customer’s business

Priority Code	Target Response/Fix Time
A-Urgent	Within 1 to 4 Hours
B-High	Within 4 to 8 Hours
C-Normal	Within 72 to 120 Hours (3 to 10 working days)
D-Low	To be addressed in a future software upgrade

Remote assistance will be provided in line with the above timescales dependent on the priority of the support request as defined by SEM Applications, Inc.

Level of Support Service	Key Actions
Tier 1 Support  (I.E. resolving username and password problems, clarifying system processes and providing assistance with navigating application menus.) Typically, 70%-80% of support issues are defined as Tier 1.	<u>Incident Determination</u> - confirm error/gather data and apply immediate resolution if applicable.  <u>Incident Analysis</u> - attempt replication, analyze symptoms, determine origin or cause, and attempt resolution if applicable.  <u>Escalation</u> - assign Priority Code, generate Trouble Ticket, and initiate Tier 2 Support.
Tier 2 Support	<u>Analysis &amp; Isolation</u> to confirm cause, impact and/or scope of issue.  <u>Defect/Request/Enhancement Identification</u> to determine response/fix time and process  <u>Trouble Ticket Resolution*</u>

*\*Trouble Ticket Generation and Resolution: Tier 2 support issues generate a Trouble Ticket which is sent via email to the Customer for reference and assigned to Development staff for resolution. Following resolution, confirmation of the fix is documented on the Trouble Ticket and sent to the Customer via email to close the support incident.*

### 5.3 Development and Customization Requests

Development and Customization Requests may be initiated from 3 sources. They are categorized as Defects, Requests, or Enhancements and processed accordingly:

- Error Log Corrections or Tier 2 Support Trouble Tickets. The system error log includes Session ID, User ID, IP Address, Date and Time, and Object(s) where error occurred. System-generated error message will be displayed on screen and an email is sent directly to SEM Applications, Inc. system administrator. Defects and system errors identified as a result of Tier 2 Support are submitted to the Developer, via the Trouble Ticket, for resolution according to the assigned Priority Code. Priority Codes and Target Response Times are listed above.
- Customer Change Requests. Development or customization requests from authorized EMS Customer via email or phone for desired system changes, report development, etc. Requests are completed in the order in which they are approved and entered into the Development Queue. All customer requests will be evaluated for details and complexity, impact on customer's business, impact on the EMS system, potential third-party vendor involvement, possible alternate solutions (when applicable), and

anticipated development hours. Customer will receive a written cost estimate based on anticipated development hours, as well as estimated start and completion dates. Completion dates are based on current workload, complexity of request, and Priority Code at the time a request is received. Approved requests are entered into the Development Queue for resolution.

- System Enhancements. New changes, modifications, or error corrections initiated by SEM Applications, Inc., or by customer development suggestions. Enhancements are completed and released at the discretion of SEM Applications, Inc. at no charge to customers.