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Service Targets

[Company]

**Customer name**

Table of contents

1 Introduction to this article 2

2 Accessibility 2

3 Service desk 5

# Introduction

## Introduction

This document is an integral part of the Agreement between Customer and Supplier. The SLA describes in accordance with the Delivery Terms the service targets ("Service Targets") that Supplier shall fulfil.

## Service Targits

Service Targits include Service Desk and Availability, as described below.

Reporting

Information about fulfilment of Service Targets in the Supplier's standard setup will be collected from and including the first full calendar month after the Commissioning Date for the individual Services, as agreed Service Targets can only be invoked by the Customer from the Takeover Date. Information about the realised Service Targets can be made available to the Customer at the Customer's request after the expiry of a Measurement Period and for a period of 6 months thereafter.

# Accessibility

## Configuration Items (CI)

The agreed Service Level Agreement on availability ("Availability") includes the Cis (Configuration Items) specified in the Supplier's CMDB (Configuration Management DataBase) at any time during the agreement period.

The overview, as available at the time of the agreement, is shown in **Appendix 2.1 (Configuration Items).**

## Accessibility calculation

The actual realised Accessibility is calculated as an average per CI type for the entire Measurement Period according to the formula below:

## Definitions

Service Time means the number of minutes included in the agreed Service Time during the Metering Period.

Planned downtime ("Planned Downtime") means the number of minutes during the Measurement Period during which a CI has not been available due to the execution of planned service interruptions ("Service Windows"), see clause 2.4 below, or as a result of a specific agreement between the Parties.

Unscheduled Downtime ("Unscheduled Downtime") means the number of minutes within the Service Time during the Measurement Period when a CI has not been available due to circumstances for which the Supplier is responsible. Unscheduled Downtime is counted from the time when non-availability is registered by the monitoring agent and an Incident is automatically created in the Supplier's ITSM system and until the CI is available again.

## Service windows

Service windows are divided into 4 categories:

| Type | Description | Criterion | Frequency |
| --- | --- | --- | --- |
| Emergency maintenance | The Supplier has the right to perform emergency maintenance.  The Supplier will inform the Customer's primary contact person by e-mail with a minimum of 2 hours' notice, where possible. | Placed as far as possible between 00.00 - 06.00 CET, but the Service Window can also be placed outside this period if deemed necessary. |  |
| Planned  Maintenance: | The Supplier is entitled to Service Windows in connection with planned maintenance where there may be downtime in connection with the change performed. | Sundays  05:00 - 08:00 CET.  For Backup Services 08.00-16.00 CET on weekdays. |  |
| Extended Service Window | The Supplier has the right, subject to prior notice, to extend the Service Window in connection with scheduled maintenance where there may be downtime in connection with the Change performed. | Notice of 2 weeks. |  |
| Agreed  maintenance | Supplier and Customer agree on a time when Supplier can perform maintenance within Customer's control domain. The change must be accepted by Supplier and Customer. | By appointment | By appointment |

## Prerequisites and disclaimers

The Supplier's responsibility for the fulfilment of agreed Availability does not include the following conditions:

* Unplanned Downtime on Customer CIs without active software and hardware support/maintenance agreements.
* Unplanned Downtime caused by the Customer's failure to respond to messages about expanding the capacity of a Service or
* Other matters outside the Supplier's areas of responsibility.

The list is not exhaustive, as reference is made to the terms of the Agreement regarding the parties' liability.

Otherwise, please note the following:

* The Supplier only has administrator access to the Customer's IT systems covered by Services. The administrator access can be transferred to the Customer or a third party for a period of time by agreement between the Customer and the Supplier. When the agreed period expires, the Customer's administrator access is deactivated by the Supplier. During the period in which the administrator access is transferred to the Customer and/or its third parties, and any lack of Availability during the period is due to the Customer or its third parties, the Supplier is not responsible for the fulfilment of Service Targets. Any lack of Availability during the period is not deducted as Unplanned Downtime. Agreed Service Targets will not take effect again until (a) the Customer has provided detailed Documentation of the changes that the Customer and/or third parties have made to the system during the period and the Supplier has approved these, and (b) it can be established that the Customer and/or third parties have "returned" an operational system where event logs have been cleaned up and all necessary Services are running. The Supplier's liability for availability will be suspended until this is the case.
* If the Customer has not signed an agreement on redundant access routes, this may result in Unplanned Downtime in connection with planned maintenance for which the Supplier is not responsible.
* The Supplier accepts no liability for Unplanned Downtime caused by errors in Standard Third Party Services and/or Public Cloud Services or conditions attributable thereto.
* Furthermore, the Supplier is not liable for Unplanned Downtime caused by circumstances beyond the Supplier's control, such as unavailability caused by the Customer or third parties, e.g. waiting time in relation to third-party support, etc. or errors that occur on the Customer's own equipment/public network (internet lines, networks, etc.) or parts of the Customer's IT environment for which the Supplier is not responsible.

# Service desk

Service Goals - Incident Management

An Incident is an event that deviates from normal. In other words, there is a disruption to a given service where it is either reduced or completely interrupted. In short: "if it worked yesterday, it should work today".

If the Agreement contains security Services that include reporting, Incidents on these Services will be treated in the same way as other Incidents.

The prioritisation is based on the two criteria, Urgency and Impact, in combination. When prioritising security Incidents, the potential Urgency and Impact assessed by the Supplier is used, even if the Incident has not yet resulted in Service degradation.

Prioritisation

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Urgency | Impact | | | |
|  | High | Medium | Low |
| High | P1 | P2 | P3 |
| Medium | P2 | P3 | P4 |
| Low | P3 | P4 | P5 |

Definition of Urgency

Urgency is defined as the speed deemed appropriate to resolve an Incident with a given Impact. For example, an unresolved Incident with a high risk of disrupting business activities (High Impact) may have a relatively low Urgency if there is a temporary solution or possibility of one.

|  |  |  |
| --- | --- | --- |
| Urgency | High | The consequences of an Incident increase rapidly or are imminent.  It is extremely time-critical to resolve as it relates to business-critical activities handled by many or all of the customer's users. |
| Medium | The consequences of an Incident increase significantly over time and relate to business-critical activities handled by some of the Customer's users. |
| Low | The consequences of an Incident increase only marginally over time and relate to non-critical business activities handled by a single Customer user. |

Definition of Impact

Impact is defined as the potential influence an unresolved Incident has on the Customer's ability to effectively perform its activities or deliver its services. For example, a failure of a server supporting a core service for the Customer may be considered a critical impact on the Customer's business.

|  |  |  |
| --- | --- | --- |
| Impact | High | The consequences as a result of the Incident affect a majority of the Customer's employees who are unable to perform their work. |
| Medium | The consequences of an Incident affect a moderate number of the Customer's employees who are unable to perform parts of their work. |
| Low | The consequences of an Incident will affect a minimal number of the Customer's employees who will still be able to perform their work, though perhaps with extra effort. |

Service Targits for Incident

| Priority | Service time | Reaction time |
| --- | --- | --- |
| P1 | Weekdays 7.00-17.00 | Within 30 minutes during Service Hours |
| P2 | Within 4 hours during Service hours |
| P3 | Within 24 hours during Service hours |
| P4 | Within 48 hours during Service Hours |
| P5 | None Service Targits |

Definitions

Response time ("Response Time") means the elapsed time from the time of registration of the Incident in the Supplier's system until the Supplier commences work on the case.

Prerequisites and disclaimers

Supplier is not responsible for Incidents caused by circumstances beyond Supplier's control, including:

* liability for Incidents caused by errors in Standard Third Party Services and/or Public Cloud Services or matters attributable thereto.
* Incidents caused by circumstances beyond the Supplier's control, such as unavailability caused by the Customer or third parties, e.g. waiting time in relation to third-party support, etc. or errors that occur on the Customer's own equipment/public network (internet lines, networks, etc.) or parts of the Customer's IT environment for which the Supplier is not responsible.

Service Targits - Request Fulfilment

Definition of Service Request

A Service Request includes the Customer's request for assistance with tasks that are not covered by already defined Services. Unlike Incidents, these are tasks that are not related to missing or defective Services.

Unlike Incident handling, the Service Request process is related to handling non-urgent requests from end users.

A Service Request can only be requested by an authorised user at the Customer.

## Service Targits for Service Request

The service target for Service Request is an agreed response time of 48 working hours between 07:00 and 17:00 on weekdays.

Response Time means the elapsed time from the time of registration of the Service Request in the Supplier's system until the Supplier begins work on the case.