

DEVICIE SAAS AGREEMENT

SERVICE LEVEL AGREEMENT SCHEDULE

Thank you for visiting our Devicie SaaS Agreement – Service Level Agreement Schedule, the most updated copy of which can always be found at <https://devicie.com/legal>. The provisions below are incorporated by reference to our General Terms and Conditions which can also be found at <https://devicie.com/legal>.

1 SERVICE LEVELS

Devicie will use its best endeavours to perform the Support Services in accordance with the service level definitions and targets set out in the following Tables 1-3 (**Service Levels**):

TABLE 1: INCIDENT SERVICE LEVEL DEFINITIONS	
Priority	Description
1	<p>Critical ■</p> <p>Incident involves downtime, outage, severe performance degradation or other failure of one or more previously identified business critical systems, functions or services that impact multiple end users or otherwise has a severe business impact. These incidents are usually company-wide and affect the large majority of users.</p> <p>Examples:</p> <ul style="list-style-type: none"> (a) An application, which is agreed between the parties as business critical, is unavailable to a large amount of, or all, users, due to an issue created by Devicie. (b) An out of process change to an application or OS deployment which created an issue
2	<p>High ■</p> <p>Incident involves downtime, outage, severe performance degradation or other failure of one or more non-critical systems, functions or services that impact multiple end users.</p> <p>Examples:</p> <ul style="list-style-type: none"> (a) An application is unavailable for a fair amount of time due to an issue created by Devicie. (b) The ability to deploy a new user or update applications for all users in the environment. (c) Core business function is unavailable, post a Devicie application update.
3	<p>Medium ■</p> <p>Incident with a system, function or service that materially adversely affects an end user's ability to process but for which there is a reasonable and practical circumvention so that affected end user(s) can continue processing (and perform end user functions) with no (or only minimal) loss of efficiency or functionality.</p> <p>Incident involves downtime, outage, severe performance degradation or other failure of a single non-critical business system, function or service impacting upon a single end user only.</p> <p>Examples:</p> <ul style="list-style-type: none"> (a) An issue within the Pilot or Test group detected, and work together on fixing such issue. (b) General day to day incidents that affect individual users.
4	<p>Low ■</p> <p>Incident or inquiry with respect to a system, function or service that does not affect the end user. Examples:</p> <ul style="list-style-type: none"> (a) A request for additional applications to be added to the Devicie dashboard.

	(b) An incorrectly performed upgrade or update, often on the client-side, which impacts the ability to use a device for a user.
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TABLE 2: INCIDENT SERVICE LEVEL TARGETS			
Priority	Incident Related To	Target Response Time	Target Resolution Time
1	The Solution (not associated with Third Party Services)	4 Business Hours	8 Business Hours
	The Solution (associated with Third Party Services)	4 Business Hours	In line with Vendor SLA
	Entirely Third Party Services	Measured and reported only.	
2	The Solution (not associated with Third Party Services)	8 Business Hours	8 Business Hours
	The Solution (associated with Third Party Services)	8 Business Hours	In line with Vendor SLA
	Entirely Third Party Services	Measured and reported only.	
3	The Solution (not associated with Third Party Services)	2 Business Days	5 Business Days
	The Solution (associated with Third Party Services)	2 Business Days	In line with Vendor SLA
	Entirely Third Party Services	Measured and reported only.	
4	The Solution (not associated with Third Party Services)	4 Business Days	As necessary
	The Solution (associated with Third Party Services)	4 Business Days	As necessary
	Entirely Third Party Services	Measured and reported only.	

TABLE 3: MONITORING SERVICE LEVELS			
Monitoring Service	Resolution Time (if applicable)	Service Target	Hours of Coverage
Minor Add/Move Changes to monitoring (e.g. Changes to devices, adding or removing a device, changing of thresholds)	Within 24 hours of receiving notice	Resolution Time met 90% of the time during Hours of Coverage	Business Hours
Emails / alerts from Device reporting on new application availability	Within 10 minutes of notice	Resolution Time met 90% of the time during Hours of Coverage.	24/7
Monitoring System		Fully functional 99% of the time during Hours of Coverage	Business Hours
Device Dashboard		Fully functional 99% of the time during Hours of Coverage	Business Hours

2 CLIENT ACKNOWLEDGMENTS

The Client acknowledges and agrees that:

- (a) Service Levels do not apply to any performance or availability issues arising from:
 - (i) factors outside our reasonable control (for example, natural disaster, war, acts of terrorism, riots, government action, or a network or device failure external to our data centres, including at your site or between your site and our data centre);
 - (ii) any information technology systems, hardware or software not provided by Devicie;
 - (iii) the Client failing to implement and maintain the Dependencies;
 - (iv) the Client utilising the Solution contrary to Devicie's advice on utilisation of the Solution (including any policies or guidelines provided to the Client by Devicie or a Third Party Service);
 - (v) during or with respect to a preview, pre-release, beta test or trial versions of the Solution (including any particular feature);
 - (vi) the Client or a User's action or inaction to a reasonable request from Devicie in relation to an issue; or
 - (vii) the Client or a User's failure to maintain and following appropriate security practices,
- (b) Devicie cannot guarantee that all issues, problems or security threats will be identified;
- (c) final solution may differ from initial diagnosis;
- (d) priority levels are determined at Devicie's sole discretion;
- (e) Service Levels are indicative and if Devicie is not able to meet a Service Level set out in this clause, for any reason, the Client will not have any claim for delay and the Devicie will use its best endeavours to respond to or resolve the relevant issue as soon as possible; and

3 SUPPORT SERVICE HOURS AND CONTACT METHODS

- (a) Unless otherwise set out in this Service Level Agreement Schedule, the Support Services will be available from 9:00am – 5:30pm on Business Days (**Business Hours**).
- (b) All Response Times and Resolutions Targets do not include any time that falls outside a Business Hours.
- (c) Support Services can be accessed via the support portal found at <https://support.devicie.com>