Service Level Agreement — DynamicWeb Cloud

DynamicWeb Software A/S
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1. Introduction

This Service Level Agreement (SLA) documents the service level for the DynamicWeb Cloud.

2. Accessibility of systems

DynamicWeb strives for an uptime of 100% but guarantees a minimum monthly uptime for the infrastructure of 99.5% within the systems or the service's Opening Time. The concepts Uptime and Opening Time are defined in section 8, Definitions.

Please note the following prerequisites for the calculation of Uptime:

- Downtime attributable to the Customer's lack of response to messages on overloading of the systems as per section 6 is not included in the calculation of Uptime.

- Downtime on solution where the used software version is in end-of-life status is not included in the calculation of Uptime.

- If the Customer has Administrator access to the system, Downtime attributable to the Customer's actions on the system is not included in the calculation of Uptime. Time spent on restoring the Customer's system is invoiced in this case in accordance with time spent.

- Downtime caused by (D)DoS attacks or DynamicWeb's necessary precautions in connection therewith is not included in the calculation of Uptime.

3. Monitoring

Monitoring is the proactive action which ensures that faults and changes in resource requirements are registered and logged. Monitoring includes CPU, memory, storage and network components. For selected applications there are also application-specific metrics which are monitored.

DynamicWeb reserves the right to adjust the monitoring with respect to both the parameters which are monitored and the limit values which are used if the customer's applications or setup are causing repeated faults. Any changes resulting from repeated faults will be made in dialogue with the Customer.

4. Incident Management

Incidents are registered in the DynamicWeb Care ticket system either based on DynamicWeb system monitoring or when DynamicWeb is advised of an incident by the Customer. The incident is then classified and prioritized, and debugging procedures are initiated within the applicable reaction times.

Incidents are prioritized based on a full assessment of the incident's impact and urgency.

Impact describes how badly the Customer is affected:

Impact	Description
Low	One or very few users are affected
Medium	More users are affected
High	Many or all users among several customers are affected

Urgency specifies how critical a solution is for the Customer:

Urgency	Description
Low	A fast solution is not critical for the Customer's business
Medium	A fast solution is important, but not very critical for the Customer's business
High	A fast solution is very critical for the Customer's business

Based on level of impact and urgency, all incidents are prioritized as below and a reaction time is allocated, within which a support specialist is to commence remedial actions.

Incident priority		Impact		
		Low	Medium	High
Urgency	Low	Low (16 hours)	Medium (16 hours)	Low (16 hours)
	Medium	Low (16 hours)	Medium (8 hours)	High (2 hours)
	High	Medium (2 hours)	High (2 hours)	Urgent (30 min)

5. Change Management

Changes initiated by DynamicWeb fall into two general categories: changes to general infrastructure, e.g. servers, storage and network, and Patch Management, i.e., updates to operating systems and standard software.

Changes to infrastructure

Changes to general infrastructure will be performed by DynamicWeb or our hosting partner to secure the current and future stability of the systems operated. Servers and services can be partly or entirely inaccessible within a service window. Changes can be divided into three types:

Planned service windows

DynamicWeb has the right to hold planned service windows in connection with changes, updates and maintenance of equipment and systems on weekdays in the period CET 11:00 p.m. to CET 6:00 a.m.

DynamicWeb will advise the Customer's primary contact person of the planned service window via e-mail. A minimum of seven (7) days' notice will be given.

Agreed service windows

Agreed service windows will be arranged when DynamicWeb and the Customer can agree on alternative days and times for performance of a request for changes. An agreed service window requires both DynamicWeb and the Customer's acceptance.

Emergency service window

If considerations of the Customer's or the data center's operating stability so require, DynamicWeb may exceptionally perform emergency maintenance on notice of one (1) hour. DynamicWeb will advise the Customer's primary contact person by e-mail in such cases.

Patch management

DynamicWeb is responsible for performing patch management on the infrastructure, OS and software. Patch management can be divided into three types:

Planned Patch Management

DynamicWeb and our infrastructure partner performs planned patching of approved updates to the OS and software every Thursday from CET 3:00 a.m. to CET 6:00 a.m. Separate advice of these updates is not given.

Agreed Patch Management

On prior acceptance from both DynamicWeb and the Customer, alternative patch times can be agreed, e.g. in case a patch is released which solves a critical problem.

Emergency Patch Management

If considerations of the Customer's or the data center's operating stability or security so require, DynamicWeb and our hosting partner may perform exceptional emergency patch management on notice of one (1) hour. DynamicWeb will advise the Customer's primary contact person by e-mail in such cases.

6. Capacity Management

DynamicWeb monitors system resources, including CPU, memory, disk use and network traffic. If it is considered necessary to make changes in capacity, DynamicWeb will advise the Customer's primary contact person by e-mail with details of the recommended change and a deadline for reaction if DynamicWeb is to guarantee continued stable operation.

The Customer is responsible for reacting to this advice within the time limit specified in the e-mail. If this is not done, DynamicWeb shall be entitled but not obliged to make the recommended change of resources to ensure stable operation. Added capacity will be invoiced at the same prices as specified in the pricelist.

7. Backup and restore

All servers are backed up once a day as a minimum. The backup is performed in full the first time it is made, and then as incremental, i.e., only changes are transferred. The backup is made to another physical location where it is kept for a minimum of 14 days availability.

Backups are normally made in the period CET 10:00 p.m. — CET 6:00 a.m., but they may exceptionally be initiated 24x7 if DynamicWeb or our infrastructure partner judges it necessary to be able to guarantee regeneration of files.

If required, DynamicWeb regenerates files from the backup system as agreed with the Customer. Individual files are regenerated within a maximum reaction time of 4 hours. This service is invoiced as per hours spent.

8.   Definitions

DynamicWeb uses the following abbreviations and definitions:

Change: A planned and approved event which changes a service or a system.

CPU: Central Processing Unit — the central calculation unit in a computer.

(D)DoS: Abbreviation for (Distributed) Denial of Service. A (D)DoS attack is a security event, the object of which is to render one or more servers or network services inaccessible to the legitimate users. It is thus not a (D)DoS if many legitimate users of the system make it unavailable. A (D)DoS attack can usually be identified based on the traffic, which clearly indicates that it is not production traffic.

Downtime: The time a service or a system is inaccessible within the Opening Time.Uptime: Specifies the percentage relationship between the time the service or system has been accessible in the Opening Time relative to the Opening Time, and is calculated per calendar month:

OS: Operating System — a computer's operating system.Patch: A software update for e.g. an operating system, an application or a firmware. A patch normally fixes an error or a security hole in the software.

Service Window: An agreed time where changes, patches etc. can be implemented with minimal disturbance to the systems.

Opening Time: The time for which it is agreed that a service or a system will be accessible, minus Service Windows.