Enterprise SLA

This Enterprise Service Level Agreement ("Enterprise SLA") is a legal Addendum to the Master Service Agreement agreement between

<Insert Customer Contact> (hereafter "Service Recipient")

and

VISP Limited, a Hong Kong company, located at 19F Lee Garden One, 33 Hysan Avenue, Causeway Bay, Hong Kong, (hereafter "Visp.net").

Effective Date: TBD

AGREED (by its authorized representative)	AGREED (by its authorized representative)
By: Service Recipient	By: Visp Limited
_____ Name:	_____ Name: Dave Thomas
Title:	Title: Director of Client Relations
Date:	Date:

Service	UBO Software Use with Enterprise SLA

Service Publications (incorporated by reference)	Master Service Agreement	https://visp.net/legal/msa

1. Introduction

1.1.   The terms of this addendum supersede the terms of the MSA.

1.2.   For the sake of this document, unless otherwise stated, times will be Pacific Standard Time - PST.

1.3.   Dollars ($) shall be considered US Dollars unless otherwise specified.

2. Goals & Objectives

2.1.   Provide clear reference to service ownership, accountability, roles and/or responsibilities.

2.2.   Present a clear, concise and measurable description of service provision to the Service Recipient.

2.3.   Match perceptions of expected service provision with actual service support & delivery.

3. Service Agreement

3.1. Service Scope

3.1.1.   Software Utilization

3.1.1.1.   Unlimited App User login accounts (agent logins)

3.1.1.2.   Unlimited API utilization

3.1.1.3.   Limited Active Subscriber count (Pricing Schedule)

3.1.1.4.   Limited Functionality based upon the features selected form the (Pricing Schedule)

3.1.2.   Training Services

3.1.2.1.   Unlimited support is provided during Standard Support times according to the Support Policy

3.1.2.2.   Unlimited training for all agents

3.1.2.3.   Unlimited configuration assistance for all agents

3.1.3.   Data Migration Services

3.1.3.1.   Custom reports shall be delivered within 3 business days

3.1.3.2.   Data Import/Export shall be scheduled based upon a project plan with a Data Migration Engineer and Project Manager

3.1.4.   Software Development Services

3.1.4.1. The service provider shall develop relevant features or solve the root issues in a mutually satisfactory way if the requested feature doesn't fit within the product roadmap.

3.1.4.2. The service provider shall cooperate with the client in the development of any required software specifications outlining the Requirements and UI Design in order to confirm that any required development will be proper to fit the client's needs.

3.1.4.3. Development timelines are represented under 5.3 - Maximum Response Times.

3.2.   Support Policies

3.2.1. US Holidays are observed and excluded from the following support days

3.2.2. <u>Standard Support</u> 6:00 AM to 5:00 PM, Monday - Friday

3.2.2.1. Low Priority issues or higher

3.2.3. <u>Extended Support</u> 5:00 PM to Midnight, Monday - Friday

3.2.3.1. High Priority issues or higher

3.2.4. <u>Emergency Support</u> is always available including holidays

3.2.4.1. Critical Priority issues only

3.2.5. Every support event ticket will be followed by an NPS score. Any score less than 8 will be followed up with an internal incident report available upon request.

3.3.   Response Times (Performance Targets)

3.3.1. Failure to meet the following response times will result in a full root cause analysis along with automatic service discounts as represented in the attached Credits Schedule.

3.3.2. Time spent waiting on customer responses shall be logged and shall be excluded from resolution times.

3.3.3. Definitions

3.3.3.1. "Low Priority": A problem that results in minimal business impact (performance, quality and/or function)

3.3.3.2. "High Priority": An urgent problem that blocks the use of UBO representing a significant impact on (performance, quality and/or function)

3.3.3.3. "Critical Priority": An issue that results in a critical business impact representing a complete or substantial loss of (performance, quality and/or function); representing a real or perceived data loss, corruption or making an essential part of the system unusable.

3.3.3.4. "First Response": a human acknowledgment of the problem by a trained support representative, to be followed promptly by an accompanying resolution or escalation.

3.3.3.5. "Business-Hour" or "Business-minute" an hour or minute which began inside of standard support hours. Excluding US Holidays.

3.3.3.6. "Resolvable Issues": an issue where the resolution is not blocked by the requirement of development or the engagement of specialists. This specifically excludes resolutions that require data migration, custom reporting, development, and/or engineering.

3.3.4. Low Priority issues

3.3.4.1. 2-Business-Hour First Response normal business

3.3.4.2. 24-Hour Resolution time for resolvable issues

3.3.4.3. 60-Day Resolution when development is required

3.3.4.4. Reporting Period: per incident

3.3.5. High Priority issues

3.3.5.1. 2-Business-Hour First Response during normal business

3.3.5.2. 2-Business-Hour First Response during extended business

3.3.5.3. 12-Hour Resolution time for resolvable issues

3.3.5.4. 30-Day Resolution when development is required

3.3.5.5. Reporting Period: per incident

3.3.6. Critical Priority Issues (see 3.2 Support Policies)

3.3.6.1. 2-Business-Hour First Response during normal business

3.3.6.2. 2-Business-Hour First Response during extended business

3.3.6.3. 2-Hour First Response 24x7x365 including weekends and holidays

3.3.6.4. 2-Hour team engagement with a minimum of a [Senior Decision Maker, Systems Admin and/or Lead Developer, and a Support Manager]

3.3.6.5. Hourly status updates

3.3.6.6. 12-Hour Resolution time for resolvable issues

3.3.6.7. 7-Day Resolution when development is required

3.3.6.8. Reporting Period: per incident

3.4. Service Recipient Responsibilities

3.4.1. Service Recipient shall pay the invoice total prior to the due date.

3.4.2. An 18% annual interest rate accrued monthly shall be assessed on payments 30 days or more overdue.

3.4.3. An amount due of (3 times) the monthly service fee is grounds for termination of the services including but not limited to all app user accounts no longer having login privileges.

3.5. Service Provider Responsibilities

3.5.1. A root cause analysis report of all failures to provide the SLA within 30-days.

3.5.2. Provide credits for failures to provide the SLA posted to the account within 30-days.

3.6. Service Assumptions

3.6.1. The invoice total shall include

3.6.1.1. The monthly service fees according to the pricing schedule

3.6.1.2. Any credits related to failure to perform upon the SLA

3.6.1.3. Any service fees related to late payments

3.6.1.4. Any additional service fees related to accompanied services such as mailing services

3.6.1.5. Any additional services provided along with a PO reference

4. Service Management

4.1. Service times begin when a ticket number has been acquired.

4.2. The priority level is assigned by the customer.

4.3. Remote support will be provided as needed via RingCentral Glip or the provider's assigned tools.

5. Service Credits

5.1. Provider shall attempt in good faith to continue to meet all SLAs described in Schedule 5.3.

5.2. Definitions

5.2.1. "Performance Target" shall mean the minimum expected level of performance for the applicable Service as set forth in "Response Times" Schedule 5.3.

5.2.2. "Reporting Period" shall mean the time period, individually defined, applicable to this SLA, over which the Service Level performance will be measured and compared to the Performance Target.

5.2.3. "Service Credit" shall mean the reduction in the monthly invoice for invoiced Services for the applicable Reporting Period, which shall be due to Service Recipient based on each performance against a specific Performance Target.

5.3. Calculations: When the performance target is exceeded by a factor of 2 times the client shall be eligible for a service credit according to the following:

5.3.1. Low Priority credits shall be credited at $50 per incident not to exceed 25% of the total monthly pricing as defined in the Monthly Pricing Schedule included herein.

5.3.2. High Priority credits shall be credited at $100 per incident not to exceed 50% of the total monthly pricing as defined in the Monthly Pricing Schedule included herein.

5.3.3. Critical Priority credits shall be credited at $300 per incident not to exceed 75% of the total monthly pricing as defined in the Monthly Pricing Schedule included herein.

5.3.4. Total credits shall be limited to 100% of the monthly pricing as defined in the Service Credits included herein.

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