

# Creative Software Solutions (Europe) Limited Service Level Agreement

TCES Connections™, TCES Community™, Pro-Cloud™, Pro-Cloud Bluelight™ and TCES Health Hire Express

This SLA was updated on 16 August 2019.

## Version 1.3

1. We guarantee that Pro-Cloud™, TCES Community™, TCES Connections™, TCES Configurator™, Pro-Cloud Bluelight Solutions™ will be available at least 99.9% of the time.
2. We guarantee at least 99.9% availability of Power BI Embedded for users to execute API calls and embedded reports.

## Introduction

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This Service Level Agreement for Creative Software Solutions (Europe) Limited (CSS) on line service (this "SLA") is a part of your CSS licensing agreement (the "Agreement"). Capitalised terms used but not defined in this SLA will have the meaning assigned to them in the Agreement. This SLA applies to the CSS Online Services listed herein (a "Service" or the "Services"), but does not apply to separately branded services made available with or connected to the Services or to any on-premises software that is part of any Service.

If we do not achieve and maintain the Service Levels for each Service as described in this SLA, then you may be eligible for a credit towards a portion of your monthly service fees. We will not modify the terms of your SLA during the initial term of your subscription; however, if you renew your subscription, the version of this SLA that is current at the time of renewal will apply throughout your renewal term. We will provide at least 90 days' notice for adverse material changes to this SLA.

## General Terms

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### Definitions

**"Applicable Monthly Period"** means, for a calendar month in which a Service Credit is owed, the number of days that you are a subscriber for a Service.

**"Applicable Monthly Service Fees"** means the total fees actually paid by you for a Service that are applied to the month in which a Service Credit is owed.

**"Downtime"** is defined for each Service in the Services Specific Terms below.

**"Error Code"** means an indication that an operation has failed, such as an HTTP(S) status code in the 5xx range.

**"External Connectivity"** is bi-directional network traffic over supported protocols such as HTTP and HTTPS that can be sent and received from a public IP address.

**"Incident"** means (i) any single event, or (ii) any set of events, that result in Downtime.

**"Management Portal"** means the web interface, provided by CSS, through which customers may manage the Service.

**"Service Credit"** is the percentage of the Applicable Monthly Service Fees credited to you following the CSS claim approval.

**“Service Level”** means the performance metric(s) set forth in this SLA that CSS agrees to meet in the delivery of the Services.

**“Service Resource”** means an individual resource available for use within a Service.

**“Success Code”** means an indication that an operation has succeeded, such as an HTTP(s) status code in the 2xx range.

**“Support Window”** refers to the period of time during which a Service feature or compatibility with a separate product or service is supported.

**“The Helpdesk”** refers to a team of staff dedicated to resolving technical product issues.

**“Issue”** means a failure in the Software to operate substantially in accordance with the Manual.

**“Modified Code”** means any modification, addition and/or development of code scripts deviating from the predefined product code tree(s)/modules developed by op5 for production deployment or use. Configuration of Software options which are intended to be altered is not considered a modification of the Software.

**“Support Plan”** means the Support Plan included in the Software Subscription selected by the Customer and accepted by CSS in an Order Acknowledgement.

**“Services Period”** means the period for which Customer has purchased the Software Subscriptions and any subsequent renewal periods and shall commence on the date of purchase of the Software Subscriptions, unless otherwise is set out in an Order Acknowledgement.

**“Support”** means the provision of telephone or web-based technical assistance by CSS to Customer’s technical contact(s) with respect to technical product problems, in accordance with the Support Plan included in Software Subscription purchased by Customer.

**“Support Request”** means any written or electronically written request for any Support by a Customer.

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## Terms

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### Claims

In order for CSS to consider a claim, you must submit the claim to customer support at CSS including all information necessary for CSS to validate the claim, including but not limited to: (i) a detailed description of the Incident; (ii) information regarding the time and duration of the Downtime; (iii) the number and location(s) of affected users (if applicable); and (iv) descriptions of your attempts to resolve the Incident at the time of occurrence.

For a claim related to any online product, we must receive the claim within two months of the end of the billing month in which the Incident that is the subject of the claim occurred. For claims related to all other Services, we must receive the claim by the end of the calendar month following the month in which the Incident occurred. For example, if the Incident occurred on February 15th, we must receive the claim and all required information by March 31st.

We will evaluate all information reasonably available to us and make a good faith determination of whether a Service Credit is owed. We will use commercially reasonable efforts to process claims during the subsequent month and within forty-five (45) days of receipt. You must be in compliance with the Agreement in order to be eligible for a Service Credit. If we determine that a Service Credit is owed to you, we will apply the Service Credit to your Applicable Monthly Service Fees.

If you purchased more than one Service (not as a suite), then you may submit claims pursuant to the process described above as if each Service were covered by an individual SLA. For example, if you purchased both Task and Test and Fleet (not as part of a suite), and during the term of the subscription an Incident caused Downtime for both Services, then you could be eligible for two separate Service Credits (one for each Service), by submitting two claims under this SLA. In the event that more than one Service Level for a particular Service is not met because of the same Incident, you must choose only one Service Level under which to make a claim based on the Incident. Unless as otherwise provided in a specific SLA, only one Service Credit is permitted per Service for an Applicable Monthly Period.

## Service Credits

Service Credits are your sole and exclusive remedy for any performance or availability issues for any Service under the Agreement and this SLA. You may not unilaterally offset your Applicable Monthly Service Fees for any performance or availability issues.

Service Credits apply only to fees paid for the particular Service, Service Resource, or Service tier for which a Service Level has not been met. In cases where Service Levels apply to individual Service Resources or to separate Service tiers, Service Credits apply only to fees paid for the affected Service Resource or Service tier, as applicable. The Service Credits awarded in any billing month for a particular Service or Service Resource will not, under any circumstance, exceed your monthly service fees for that Service or Service Resource, as applicable, in the billing month.

If you purchased Services as part of a suite or other single offer, the Applicable Monthly Service Fees and Service Credit for each Service will be pro-rated.

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## Limitations

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This SLA and any applicable Service Levels do not apply to any performance or availability issues:

1. Due to 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 center);
2. That result from the use of services, hardware, or software not provided by us, including, but not limited to, issues resulting from inadequate bandwidth or related to third-party software or services;
3. Caused by your use of a Service after we advised you to modify your use of the Service, if you did not modify your use as advised;
4. During or with respect to preview, pre-release, beta or trial versions of a Service, feature or software (as determined by us)
5. That result from your unauthorized action or lack of action when required, or from your employees, agents, contractors, or vendors, or anyone gaining access to our network by means of your passwords or equipment, or otherwise resulting from your failure to follow appropriate security practices;
6. That result from your failure to adhere to any required configurations, use supported platforms, follow any policies for acceptable use, or your use of the Service in a manner inconsistent with the features and functionality of the Service (for example, attempts to perform operations that are not supported) or inconsistent with our published guidance;
7. That result from faulty data, input, instructions, or arguments (for example, requests to access files that do not exist);
8. That result from your attempts to perform operations that exceed prescribed quotas or that resulted from our throttling of suspected abusive behaviour;
9. Due to your use of Service features that are outside of associated Support Windows; or
10. For Support Plans or licenses utilised, but not paid for in the Service Period, at the time of the Incident;
11. Will not cover Modified Code; these will be carried out as optional services at our published development rates found on G-Cloud V11;
12. Will only be applicable to issues based on the released current version of the production software
13. Resolution time frames are based on working in conjunction with clients to resolve the issue however if further information is requested via the helpdesk ticket from the client which is not provided in a timely manner SLA timescales are invalidated;
14. Outside the customers purchased support plan or support plan included in the subscription.

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## SLA Details

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### Additional Requirements

Scheduled maintenance is excluded from the total available uptime calculations.

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### Additional Definitions

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#### Monthly Uptime Calculation and Service Levels

“**Maximum Available Minutes**” is the total accumulated minutes during a billing month for all online products provided.

“**Downtime**” is the total accumulated Maximum Available Minutes during a billing month for a given online product, during which the Service is unavailable. A given minute is considered unavailable if you do not have any connectivity for fifteen consecutive minutes.

“**Monthly Uptime Percentage**” The Monthly Uptime Percentage is calculated using the following formula:

$(\text{Maximum Available Minutes} - \text{Downtime}) / \text{Maximum Available Minutes}$

#### Monthly Uptime Calculation and Service Levels for online products

Monthly Uptime Percentage	Service Credit
< 99.9%	10%
< 99%	25%

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### Reporting & Service Level (Standard)

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CSS provide a single point of contact for Support (the Helpdesk) to report Issues with the Supported Software.

All Support Requests raised must have a valid ticket issued from the CSS helpdesk at [www.csssupport.co.uk](http://www.csssupport.co.uk) Tickets can be raised in the format listed in the table below.

Communication type	Method
Online	Through our dedicated web address <a href="http://www.csssupport.co.uk">www.csssupport.co.uk</a> to raise a ticket online.
Telephone	The Automatic Call Distribution (ACD) systems allows help desk personnel to answer incoming calls during office hours, calls are recorded for training and quality purposes.
Voice Mail	Should an issue be reported out of hours a message can be left by voice mail and will be attended to during office hours.

The Help Desk is available for reporting, managing and resolving issues from **08:00** to **18:00** Monday – Friday (Excluding Bank Holidays)

## Responsibilities of those making a request

All requests will be entered and updated in a common database (Zendesk). Callers may be asked to provide the following information where possible when making a request and clear security:

1. The organisation name and licence number
2. The full URL of site showing the error
3. User Log on details
4. Full description of the issue(s) or problem(s)
5. Full description of error message(s)
6. Screen shot(s) of the issue if and where possible
7. Ensuring that service user sensitive information is not provided and complies with GDPR regulations
8. Relevant subject title of the request

## Additional information When Logging a Support Ticket

1. CSS request that if within your organisation multiple users are experiencing the same issues that only one support ticket is raised to ensure work is not duplicated and all users within the organisation are up to date;
2. CSS will confirm all subscription charges (where applicable) have been cleared as paid before responding to any support queries;
3. All messages requiring action (and follow-up) are logged to the CSS support website. Requests for work will be scheduled according to an assigned priority and availability of staff resources;
4. During the normal help desk support hours, the telephone is answered as soon as possible. Users have the option of leaving a voicemail message during regular hours or after hours. Calls should normally be answered within 3 minutes;
5. Without prejudice to the priorities and response times set out, all calls will receive a response within 4 hours during standard hours of operation or if not the next business day to verify a problem and/or set up time for resolution;
6. All tickets will advise SLA priority and estimated time to resolution.

## The Normal Process For Handling An Incident Is As Follows:

1. A Support Technician takes the initial Incident Report and triages to the appropriate resources within the CSS Support Team. All incidents will be allocated a unique reference number by the Support Team and are reported to the Designated Contact(s) following allocation. The Support Technician's goal is to resolve the incident on the first call.
2. If the incident cannot be resolved on the first call, the Support Technician will work through the incident by doing research, working in the test environment, or engaging other resources within the Support Team. The Support Technician's responsibility is to maintain close contact and communication with the Customer during this process.
3. If the appropriate progress on the incident is not being made, the incident is escalated to 2nd and 3rd line Support Technicians. The Customer will be notified when an incident is escalated to other Support Technicians.
4. Once the incident is resolved, a Support Technician will notify the Customer of resolution and close the appropriate support ticket(s).
5. A support ticket will be closed automatically if the Customer have not responded a request from CSS Support within six (6) weeks.

## Priorities and Response Times

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Tickets will be processed using the following categories for priority assigned in the following order:

Call priority list	Severity	Issue
Business Critical impact	Level 1 (Urgent)	Pro-Cloud™, Pro-Cloud Bluelight™ TCES Connections™ or TCES Community™ site inaccessible
Major Operational impact	Level 2 (High)	Example: Orders cannot be placed, orders manifested, invoicing effected, Assets cannot be moved or manifested.
Minor Operational impact	Level 3 (Medium)	Example: An efficiency module is not operative or configured correctly. Advice on features. Minor display issues.
System Operation not impeded	Level 4 (Low)	Example: Minor or major system changes and feature requests. Custom reporting request or best endeavour tasks.

CSS will respond to application related incidents as below and will take all reasonable steps to achieve a resolution within target timescales. CSS will respond to incidents relating to availability of on-line services in an accelerated timeframe according to the table below.

Severity	Time frame during supported hours
Level 1	From 2 working hours – Up to 1 working day
Level 2	From 2 working hours – Up to 5 working days
Level 3	From 2 working hours – Up to 30 working days
Level 4	From 2 working hours – Up to 90 working days

### Escalation

CSS shall proactively escalate calls where necessary to ensure that all calls submitted by the client will be actively progressed through our automated and managed SLA dashboard.

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