

Service Level Agreement Producthub

This agreement forms an integral part of the Master Services Agreement as concluded between parties (and in that agreement is referred in article 3).

1 Availability

1. Producthub shall use commercially reasonable efforts to ensure that the Service is available for use by the Customer with an uptime of 99% excluding scheduled maintenance windows and force majeure events.
2. Producthub may schedule regular maintenance windows during which the Service may be temporarily unavailable. These maintenance windows will be communicated to the Customer in advance, 7 days prior to the scheduled maintenance.
3. Producthub shall endeavor to schedule maintenance during off-peak hours to minimize disruption to the Customer's operations.
4. In the event of unplanned or unscheduled downtime, Producthub shall use commercially reasonable efforts to restore the Service as quickly as possible.
5. Producthub shall notify the Customer promptly upon becoming aware of any unplanned downtime and provide regular updates on the progress towards resolution.
6. Service availability shall be measured as a percentage of uptime of a year.
7. Uptime shall be calculated as the total time the Service is available for use, excluding scheduled maintenance and force majeure events, divided by the total time of the year.

2 Service window

Service Windows – all times are Central European Time

Definition	Service Window
Monitoring	24 hours x 7 days
Service Period	Working days between 08:30 – 17:30
Accessibility Service Desk	Working days between 08:30 – 17:30
Incident Management	Working days between 08:30 – 17:30
Implementation of Standard Changes	Working days between 08:30 – 17:30
Changes with disruption of Functionality on behalf of Client	Working days between 17:30 – 08:30
Plannable work	Working days and Saturdays between 21:00 – 07:00 and on Sundays between 21:00 - 07:00

3. Incident management

1. The priority of incidents is classified by Producthub. Producthub gives a clear justification for the chosen Priority.
2. Based on the priority, the response and resolve times apply in accordance with the overview in the table below. Response times apply to all incidents, resolve times only apply to severe incidents.

Priority	Response time within the service window	Target resolve time within the service window	Explanation
1 – critical	Immediately	4 hours	The report will be resolved, subject to the applicable Service Window, within resolve time after notification.
2 – major	Within two hours	24 hours	The report will be resolved, subject to the applicable Service Window, within resolve time after notification.
3 – minor	Within 8 hours	72 hours	The report will be resolved, subject to the applicable Service Window, within resolve time after notification.

3. An incident is also considered to have been resolved if the Service Provider realizes a temporary solution that makes the use of the Service possible again. This temporary solution does not relieve Service Provider of the obligation to fully and structurally repair the cause of the incident without delay.
4. Response and resolve times are, if possible, carried out within the Service Window, unless the situation warrants other hours.
5. The specified Target Response and Target Resolution Times are not applicable in cases of force majeure (including disasters, riots, fire, theft, general network failures, etc.). In cases of force majeure, the aim is to have the service (or its most essential parts) back online as soon as possible.
6. Producthub is not liable for incidents that are not caused by Producthub.

4. Back-up

1. Producthub shall implement comprehensive backup procedures to ensure the integrity and availability of Customer data.
2. Backups shall be performed regularly, with a frequency determined based on the criticality and volume of Customer data, but no less than 1 time per day.

5. Service levels

1. The uptime guarantee of the service is 99%.
2. Producthub does not hold any responsibility or liability for damage to the back-up, including but not limited to loss of the back-up, if such loss or damage is not attributable to the conduct of Producthub. In case of loss of back-up Producthub will take all reasonable efforts to restore the lost data.

6. Notification and escalation

1. If a major or critical incident occurs, Producthub will give daily updates per e-mail to its customers or per its website. If the issue is listed on the website of Producthub the Customer is aware that Producthub is working on the problem and aims to resolve it as soon as possible. No action is needed from the Customer.
2. If the Customer reports an incident, this can be done by e-mail or telephone. If the Customer reports an incident by email, the headline should contain: "Incident" and the content should include a description of the incident.
3. If an incident cannot be resolved within the specified deadline, there will be an escalation. This entails the following:
 - a. Producthub applies all reasonably available means to expedite the resolution of the incident and provides a plan of action.
 - b. During office hours, Producthub reports the status of the incident every two hours to the Customer.
4. No liability for financial loss or any other form of loss or damage is incurred upon Producthub for failure to resolve the incident within the time frames mentioned in this Service Level Agreement.