

Service Level Agreement (SLA)

1. Agreement Overview

This Agreement represents a Service Level Agreement (SLA) between:

The SmartTHING Limited with registered office 52, Park Avenue South, Harrogate, UK, HG2 9BE company number: 7016770 and CLIENT for the provision of IT services required to support and sustain henceforth known as 'the product'.

This Agreement remains valid until superseded by a revised agreement mutually endorsed by the stakeholders.

2. Goals & Objectives

The purpose of this agreement is to ensure that the proper elements and commitments are in place to provide consistent IT service support and delivery to the customer by the service provider.

The objectives of this Agreement are to:

- Provide clear reference to service ownership, accountability and roles and/or responsibilities.
- Present a clear, concise and measurable description of service provision to the customer.
- Match perceptions of expected service provision with actual service support and delivery.

3. Service Agreement

The following detailed service parameters are the responsibility of the Service Provider in the ongoing support of this Agreement.

3.1 Covered items

The following services, relating to the product, are covered by this Agreement;

- SmartTHING will fix any bugs in the software provided that we are supplied with enough information to reproduce the issues.
- SmartTHING will host a remote desktop support call to help the client and to determine the nature of the problem -- bug, feature request, or whether there is a suitable workaround.
- Timescales will depend on the severity of the bug and availability of the team. Timescale will be agreed with the client once the problem has been analysed. Example timescales are included in this document.
- Caveats:
 - The final decision on whether an issue is a bug or a development request will be solely the decision of SmartTHING.

- It may not be technically possible to correct all issues.
- Up to one day, in total, of development and diagnosis work is included in the agreement. Anything beyond this, the client and SmartTHING will need to agree a package of work which will be chargeable to the client at 80% of our day rate at that time.
- If the client wants to expedite delivery of bugs, feature enhancements or other items we can provide estimates for this.
- Issues should be logged individually with the helpdesk (support@smarththing.org) and a note made of any relation to problems/issues that have already been raised.
- A maintenance agreement will be required for each customisation or product we have delivered to the client unless otherwise agreed.
- This agreement does not cover revisions to our products that are required due to an upgrade of the core related product i.e. Raiser's Edge upgrades, or NetCommunity upgrades.

3.2 Customer Requirements

- The client will, in all cases, log a support request on support@smarththing.org with enough detail for us to be able to recreate the issue or understand a feature request.
- Reasonable availability of customer representatives when resolving a service related incident or request.
- The client will be trained in basic usage of NetCommunity.
- The client will be trained in all aspects of BBNC that link to the Raiser's Edge database i.e. queries, roles, email lists, attributes etc.
- The client's IT team will solve any installation issues specific to the client's internal IT set-up.
- If the client doesn't have the above skills, this must be made clear before the contract is drawn up. If any BBNC/RE training or IT support work is required, SmartTHING will quote for this.

4. Service Management

4.1 Service Availability

The following provides relevant details on service availability and service requests.

- Helpdesk Support: 9am to 5pm GMT Monday to Friday
Support requests received outside office hours will be collected, however no action can be guaranteed until the next working day. An initial response will be sent within two working days.

4.2 Service Requests

Please note that these are approximate timescales, SmartTHING will attempt to keep you up-to-date with progress and will advise as soon as possible of any delay. We will attempt to meet requests in less time, but this may not be possible.

In all cases we will attempt to provide a statement of the approach required to solve the issue within 7 days.

Issue	Typical delivery time
Product does not work	7 days
Product requires a temporary workaround	2 months
New features requested by the client that will also be made available to other clients	6 months
New feature requested specific to the client	6 months or more

Appendix

- One agreement per product although in cases where many customisations are delivered we may reach an agreement on a reduced cost. This is detailed in the cover letter.
- Timescales can be agreed per client based on the above but may be charged additionally in order to cover the staffing requirements.
- Optionally we can provide a costing to cover changes to the product that are required due to upgrades of the core system i.e. Raiser's Edge, BBCRM, Internet Solutions and NetCommunity:
 - In these cases we would quote a maximum number of hours at a reduced hourly rate which would typically be 10 hours per year.
- In the case of customisations provided to clients via a third party SmartTHING will log source code for those customisations in a GIT repository from which code could be pulled by the third party in the case of the cease of trading of SmartTHING. All support of that would then pass to the third parties responsibility to organise and this agreement would cease.