Service Level Agreement (SLA)

1. Agreement Overview

This Agreement represents a Service Level Agreement (SLA) between: **The SmartTHING Limited with registered office Suite 4.35c, Windsor House, Cornwall Road, Harrogate, HG1 2PW company number: 7016770** and **OUR 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This Agreement remains valid until superseded by a revised agreement mutually endorsed by the stakeholders.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.
- 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@smartthing.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.
- Any work outside of this agreement requires the client and SmartTHING to agree a package of work. This work will be chargeable to the client at 80% of the SmartTHING consultancy rate at that time. If the work has not been booked in with the SmartTHING team in advance i.e. requires urgent attention, then an additional surcharge of 50% will be applied.

3.2 Customer Requirements

- The client will, in all cases, log a support request on **support@smartthing.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 any relevant core Blackbaud product i.e. in basic usage of NetCommunity, Raiser's Edge, Online Express etc.
- In the case of Online Express and NetCommunity: The client will be trained in all aspects 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. SmartTHING can quote for training or support to fill this skills gap.

4. Service Management

4.1 Service Availability
The following provides relevant details on service availability and service requests.

- **Helpdesk Support: 9am to 5pm (UK time) 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.
- **UK public holidays will be observed**. During these times monitoring of reported issues may not be possible or will be at a reduced level.

- On some occasions we may close access to the helpdesk either by prior notification to our clients, or, by setting up an email response to any new requests. This will not be normal practice but may be necessary, if for instance, we have service or staffing issues that necessitate a temporary closure.

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	Maximum expected 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.

Change log

[Dates in DD/MM/YYYY format]

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- 28/12/2020: Updated NetCommunity specific clauses to specify the Blackbaud product (whatever that is) instead of just NetCommunity. In otherwords clients must have basic knowledge of any relevant Blackbaud system whether that is NetCommunity, Raiser's Edge, Online Express etc.
- 09/09/2019: Clarification of out-of-scope charging and pricing. Edits to section 3.1 items - involves a rewording and addition of surcharge for non-booked work:
  - Any work outside of this agreement requires the client and SmartTHING to agree a package of work. This work will be chargeable to the client at 80% of the SmartTHING consultancy rate at that time. If the work has not been booked in with the SmartTHING team in advance i.e. requires urgent attention, then an additional surcharge of 50% will be applied.

- 03/12/2019:
  - Updated title for 'Service Requests' table from 'Typical delivery time' to 'Maximum expected delivery time'