Dataweavers Service Level Agreement

1) Definitions

In this Service Level Agreement, unless the context requires otherwise:

(a) **Downtime** means any time during which the Platform or the Additional Services Service Offering is unavailable as a result of any of the factors provided for in clause 3(a) of this Service Level Agreement.

(b) **New Release** means an update to the Platform which is provided primarily to implement an extension, alteration, improvement or additional functionality to the Platform or otherwise improve functionality or correct an error in the Platform.

(c) **Patch** means software which has been produced primarily to overcome defects in the Platform.

2) Scope of service levels

(a) **Obligation**

    i. During the Agreement Term:

        A. Dataweavers will monitor and pro-actively make changes to support the running of your Digital Experience Platform Environment;

        B. the implementation of BAU Digital Experience Platform Environment changes is limited to:

            1. scaling;
            2. End User access;
            3. Application of Security Patches;
            4. DevOps Build/Release Configuration; and
            5. Digital Experience Platform configuration;

        C. Dataweavers will provide Business Hours support to the Customer to rectify identified issues within scope; and

        D. Dataweavers may provide New Releases from time to time.

    ii. Where Dataweavers is providing Support Services, such support must, at the sole option of Dataweavers, take the form of:

        A. telephone advice;
        B. email transmission correspondence;
        C. error correction by means of Patches or New Releases; and
        D. such services as Dataweavers considers are effectively provided off-site.

    iii. Dataweavers will make the number of upgrades of the Customer environment as set out in the Order Form.

(b) **Support Requests**

During the Agreement Term all Customer support requests must be submitted through Dataweavers' Request Portal, which will be acknowledged in line with our severity level and target response time matrix.

(c) **Third parties**

    i.   Dataweavers will deal only and exclusively with the Customer or its End Users when performing the Platform or Additional Services.

    ii.   The Customer must appoint a suitably qualified or informed representative to deal with and be the first point of contact in relation to the Platform or Additional Services.

3) **Downtime**

(a) The Service Levels do not apply in the following circumstances (and Dataweavers has no liability in relation to these matters):

    (i)   where and to the extent any failure to comply with the Service Levels is impacted by factors outside the control of Dataweavers, including, without limitation, the Customer's internet service provider, telecommunications provider or equipment used to access the Platform and the Additional Services, third-party hosting and web servers;

    (ii)   where and to the extent a third party with whom the Customer is dealing with in regard to the Platform or Additional Services (including the provider of the Hosting Service Subscription (if relevant)) fails to satisfy its obligations under any relevant agreement with the Customer; and

    (iii)   emergency or scheduled maintenance (and in relation to the latter, Dataweavers will use reasonable endeavours to give at least 72 hours' notice).

4) **Changes to the Digital Experience Platform Environment**

(a) If Dataweavers consider the Digital Experience Platform Environment has substantially changed from the commencement of the Agreement, then:

    i.   Dataweavers will provide you with details of the resulting impact on the Platform or Additional Services; and

    ii.   Both parties will negotiate in good faith in relation to varying the Agreement, including varying the Fees to take account of these changes.

5) **Severity Level and Target Response Time**

Severity Matrix

Severity Level	Criteria	Standard Support Response	24x7 Support Response
Urgent P1	Meets all the following criteria: • Impacts the production environment; • A significant impact on site visitor's	1 Business Day	1 Hour (Issues must be followed up via Support Hotline)

Severity Level	Criteria	Standard Support Response	24x7 Support Response
	experience such as an outage, unacceptable performance, or poor buying experience impacting revenue; • No workaround is available.		
High P2	Meets one of the following criteria with no workaround available: • In a production environment, severe impact on content authoring or an intermittent issue impacting visitor experience; • In a production environment, issues highly affecting normal business operations or critical marketing capabilities; • In a pre-production environment, an immediate impact on deployment activities affecting imminent production project plans.	1 Business Day	2 Hours (Issues must be followed up via Support Hotline)
Medium P3	Meets one of the following criteria: • In a production environment, intermittent impact and does not critically affect normal business operations;	2 Business Days	1 Business Day

Severity Level	Criteria	Standard Support Response	24x7 Support Response

Severity Level	Criteria	Standard Support Response	24x7 Support Response
	• In a production environment, impact of the problem is alleviated by the availability of a workaround; • In a pre-production environment, a moderate impact and does not critically affect business operations; • In a development environment, an immediate impact on a development activity affecting upcoming project plans.		
Low P4	Meets one of the following criteria: • In a production environment, causes minor or no impact on business operations; • In a non-production environment, causes minor development delays or impact of the problem is alleviated by the availability of a workaround; • Documentation related queries or requests for product enhancements; • Issues that do not meet any of the higher severity criteria.	3 Business Days	2 Business Days

6)   Target Response Time

Severity Level	Standard Support	24x7 Support
Urgent	Dataweavers will make a best effort to work on the problem during Business Hours until it is resolved, or a workaround is provided.	Dataweavers will continue to work on the problem until it has been resolved or a workaround has been provided.
High	Dataweavers will make a best effort to work on the problem during Business Hours until it is resolved, or a workaround is provided.	Dataweavers will continue to work on the problem until it has been resolved or a workaround has been provided.
Medium	Dataweavers will make reasonable efforts to resolve the problem or provide a workaround.	Dataweavers will make reasonable efforts to resolve the problem or provide a workaround.
Low	Dataweavers will make reasonable efforts to resolve the problem or provide a workaround if such a problem has not been resolved in the next maintenance release of the Product or Digital Experience Platform software.	Dataweavers will make reasonable efforts to resolve the problem or provide a workaround if such a problem has not been resolved in the next maintenance release of the Product or Digital Experience Platform software.

7)   Availability - Digital Experience Platform Environment

Dataweavers will target an availability percentage of the Digital Experience Platform Environment as set out below, to help serve Production Content on the Included Website URLs on your Estimated Capacity in accordance with the Production Performance Criteria (but does not promise to meet the availability or those criteria).

	Service Name	Availability Target	Measurement
Dataweavers	Content Serving Services	99.00%	• Server-side load time (Application Insights) • Client-side load time (Pingdom)
Dataweavers	Continuous Provisioning, Integration and Deployment Services	99.00%	Provided by Dataweavers

Dataweavers	Digital Experience Platform Configuration Services	99.00%	Provided by Dataweavers

a) Hosting Services Subscription

Dataweavers will monitor the availability of Third-Party Services that are part of the Minimum Hosting Service Environment Details.

Service Provider	Service Name	Availability Target	Monitored by
Microsoft	Azure DevOps	99.90%	Azure Service Health
Microsoft	Azure AppService	99.95%	Azure Service Health
Microsoft	Azure SQL	99.99%	Azure Service Health
Microsoft	Azure CDN	99.99%	Azure Service Health
Microsoft	Azure DNS	99.99%	Azure Service Health
Microsoft	Azure Key Vault	5sec / 99.90%	Azure Service Health
Microsoft	Azure Search	99.90%	Azure Service Health
Microsoft	Azure Redis	99.90%	Azure Service Health

b) Availability Calculation

All Availability Targets are calculated as follows:

$$\frac{Maximum\ available\ minutes\ per\ month - Downtime\ minutes\ per\ month}{Maximum\ available\ minutes\ per\ month}$$

(a)   Incidents that are excluded from Maximum available downtime include:

(A)   Modification of the underlying Hosting Services Subscription, including, but not limited to changes to:

- the Customer Hosting Services Subscription;

- Resource Groups;

- Access control;

- Dataweavers and or Digital Experience Platform ARM Templates/Powershell Scripts without the knowledge of Dataweavers;

(B)   Unprecedented traffic volumes where you have not agreed to increase capacity after automatic or manual advice from Dataweavers; and

(C)   Events outside the control of all parties including Distributed Denial Of Service (DDOS) or Hacking Attempts.

8) Availability – Digital Experience Rendering Host Environment

Dataweavers will target an availability percentage of the Digital Experience Rendering Host Environment as set out below, to help serve Production Content on the Included Website URLs on your Estimated Capacity in accordance with the Production Performance Criteria (but does not promise to meet the availability or those criteria).

Service Provider	Service Name	Availability Target	Measurement
Dataweavers	Content Serving Services	99.95%	• Server-side load time (Application Insights) • Client-side load time (Pingdom)
Dataweavers	Continuous Provisioning, Integration and Deployment Services	99.00%	Provided by Dataweavers
Dataweavers	Digital Experience Rendering Host Configuration Services	99.00%	Provided by Dataweavers

a) Hosting Services Subscription

Dataweavers will monitor the availability of Third-Party Services that are part of the Minimum Hosting Service Environment Details.

Service Provider	Service Name	Availability Target	Monitored by
Microsoft	Azure DevOps	99.90%	Azure Service Health
Microsoft	Azure AppService	99.95%	Azure Service Health
Microsoft	Azure SQL	99.99%	Azure Service Health
Microsoft	Azure DNS	99.99%	Azure Service Health
Microsoft	Azure Key Vault	5sec / 99.90%	Azure Service Health
Microsoft	Azure Search	99.90%	Azure Service Health

b) Third Party SaaS Services

Dataweavers will monitor the availability of Third-Party SaaS Services that are part of the Minimum SaaS Service Environment Specification.

Service Provider	Service Name	Availability Target	Monitored by
Sitecore	XM Cloud and Experience Edge	99.90%	Sitecore Service Status

Sitecore	Search	99.90%	Sitecore Service Status

The Sitecore SaaS products SLA are subject to the Sitecore SaaS SLA. This is fully documented at https://www.sitecore.com/legal/sla/saas .

c) Availability Calculation

All Availability Targets are calculated as follows:

$$\frac{Maximum\ available\ minutes\ per\ month - Downtime\ minutes\ per\ month}{Maximum\ available\ minutes\ per\ month}$$

(a) Incidents that are excluded from Maximum available downtime include:

(A) Modification of the underlying Hosting Services Subscription, including, but not limited to changes to:

- the Customer Hosting Services Subscription;

- Resource Groups;

- Access control;

- Dataweavers and or Digital Experience Platform ARM Templates/Powershell Scripts without the knowledge of Dataweavers;

(B) Unprecedented traffic volumes where you have not agreed to increase capacity after automatic or manual advice from Dataweavers; and

(C) Events outside the control of all parties including Distributed Denial Of Service (DDOS) or Hacking Attempts.

(D) Incidents related to custom infrastructure, best efforts based on infrastructure design and Microsoft provided service levels will be provided for custom infrastructure Availability. Incidents related to XM Cloud outage or issues like these are managed by Sitecore and subject to the Sitecore SaaS SLA.

9) Exclusions

(a) Latest release

Dataweavers will not provide Platform or Additional Services to the Customer where the Customer has failed to implement a New Release, where such New Release has been provided by Dataweavers.

(b) Other Exclusions

Platform or Additional Services to be provided by Dataweavers under the Agreement do not include (unless agreed otherwise between the parties):

i. changes to Customer Code;

ii. correction of errors or defects caused by operation of the Platform or Additional Services in a manner other than that currently specified by the provider of the relevant Digital Experience Platform or Dataweavers;

iii. correction of errors resulting from data migration or transformation, whether performed by Dataweavers or third parties;

iv. correction of errors or defects caused by modification, revision, variation, translation or alteration of the Platform or Additional Services not authorised by Dataweavers;

v. correction of errors caused in whole or in part by the use of computer programs other than the Platform or Additional Services;

vi. correction of errors caused by the failure of the Customer to provide suitably qualified and adequately trained operating and programming staff for the operation of the Platform or Additional Services;

vii. training of staff;

viii. rectification of operator errors;

ix. rectification of errors caused by incorrect use of the Platform or Additional Services;

x. rectification of errors caused by the Customer or third-party equipment fault;

xi. the Customer or third-party equipment maintenance;

xii. diagnosis or rectification of faults not associated with the Platform or Additional Services;

xiii. third party materials;

xiv. rectification of errors in the Customer's or third party's data or Customer Code;

xv. furnishing or maintenance of accessories, attachments, supplies, consumables or associated items, whether or not manufactured or distributed by Dataweavers;

xvi. correction of errors arising directly or indirectly out of the Customer's failure to comply with the Agreement or any other agreement with Dataweavers;

xvii. correction of errors arising directly or indirectly out of any third party's failure to comply with any agreement between that third party and Dataweavers;

xviii. correction of errors or defects which are the subject of a warranty under another agreement; or

xix. to provide Support Services to any third party, at any location.