

Support and Service Level Agreement

The provisions of this service level agreement (“SLA” or “Service Level Agreement”) specify Thinkproject’s service levels for the availability of the SaaS Service and the resolution of defects in the SaaS Services.

Capitalised terms have the meanings set forth in the agreement for the provision of SaaS Service between Thinkproject and the Customer (the “Agreement”) unless otherwise defined below.

Thinkproject will use commercially reasonable endeavours that the SaaS Service shall be provided in accordance with the terms set out herein.

2. Ticket Type & Priority Levels

Thinkproject will provide Customer with reasonable technical support regarding the use of the SaaS Service as set out below.

Ticket Type is determined by the kind of request that is received and will differentiate the service level applied to that request.

The following definitions apply:

TICKET TYPE	DEFINITION
Incident	An unplanned interruption to an IT service, or a material reduction in the quality of a service affecting normal operations and requires urgent attention to restore expected functionality.
Support Request	A request related to support services that are covered under the Agreement or support package. These typically involve routine assistance or guidance that falls within the scope of the agreed support level and do not reflect a fault or failure.

The priority of the service request refers to the order in which issues should be addressed and resolved. It is determined by a combination of:

- (a) **Urgency:** How quickly the issue needs to be resolved; and
- (b) **Impact:** The extent of the effect the issue has on users, operations, or business processes.

A higher priority reflects a higher need for immediate attention due to broader business impact or tighter time sensitivity.

The priority level is pre-defined, based on issue type. It is set upon initial response to the request. It will be monitored and can be upgraded or downgraded throughout the life of an incident/request.

1. Service Terms

- (a) All performance specifications in this Service Level Agreement refer to the quality of the SaaS Service up to the point where the provision of the SaaS Service is outside the control of Thinkproject (i.e. from the edge of the data network operated by Thinkproject).
- (b) Impairments in data transmission from this transfer point to the Customer and/or within the Customer’s own IT infrastructure are not taken into account, and Thinkproject shall have no liability in relation to any such issues.

Below outlines the definitions and examples of the priorities:

PRIORITY	DEFINITION
P1 CRITICAL – Complete service outage	Complete service outage with no workaround available. Or a defect that causes major service disruption, e.g. a server is down, data is lost/breached/corrupt, or performance is degraded to an unusable level.
P2 HIGH – Major impact request	Major functionality is impaired, no acceptable workaround available. For example: multiple users cannot access or use an application, some functions are not available, or performance is significantly reduced.
P3 MEDIUM – Time-sensitive request	Partial or non-critical loss of functionality. An inconvenience where a workaround is likely present. E.g. a single function is not working, the defect affects a small group of users, or performance is reduced.
P4 LOW – Informational or routine technical matter	No impact to, or operation of, the SaaS Service. Requests for guidance or additional information regarding the SaaS Services.

3. Service Support Level

Unless agreed otherwise, support by Thinkproject is limited to the operation of the SaaS Service and does not extend to support or consulting about the use of the respective SaaS Service.

(a) Response Time

Depending on the respective application software made available, support tickets for the services can be provided by Thinkproject's support centre and Thinkproject will respond to them, within operational hours, in the times defined in the respective service description.

After consideration of both priority and ticket type, the table below outlines which response time Thinkproject will aim to adhere to.

	INCIDENT	SUPPORT REQUEST
P1 CRITICAL	Within 2 hours	–
P2 HIGH	Within 3 hours	Within 8 hours
P3 MEDIUM	–	Within 24 hours
P4 LOW	–	Within 32 hours

(b) Support Service Hours

Technical support can be reached via the Customer Case Form (**Form**). Response will be provided during the regular service business hours from Monday to Fridays (except public holidays) as set out below.

The Global Support team does not provide training services.

LOCATION	TIME ZONE	SERVICE HOURS
Austria	CET	08:00 am- 05:00pm Monday to Friday (except local public holidays)
Australia	AEST	
Benelux	CET	
France	CET	
Germany	CET	
New Zealand	NZST	
Poland	CET	
Spain	CET	
Switzerland	CET	
UAE	GST	
UK	GMT	
KSA	AST	08:00 am- 05:00pm Sunday – Thursday (except local public holidays)

4. Service Level

Availability target

The SaaS Service will comply with a service availability target ("Availability Target") of at least 98.5%, subject to the exclusions below.

Non-Availability of the Thinkproject Platform is limited to systems under the direct or contracted control of the Thinkproject.

The following categories are excluded from the availability target:

(a) Planned Maintenance:

Thinkproject will make reasonable efforts to advise the Customer of planned downtime, via the page showing the status of the SaaS Service ("Status Page") set out at <https://status.thinkproject.com>. Planned downtime will be within the maintenance hours, defined below.

Where maintenance is required when responding to P1 or P2 incidents, Thinkproject shall endeavour to provide relevant information via the Status Page but shall not be restricted to performing the maintenance activities within the published windows, nor required to provide prior notice of downtime.

(b) Downtime:

Where such downtime is due to circumstances beyond Thinkproject's control, including, but not limited to force majeure events.

MAINTENANCE HOURS:

Maintenance may be performed between the hours of 20:00 and 06:00 Monday – Sunday, with 24 hours of notice given.

Maintenance is performed between the hours shown above, in the local time zone for the instance in which the product is hosted.

The Support Centre will address all Customer issues based on the priority of the issue and the availability of information required to identify the root cause and resolve the reported problem. All times reported here are estimates and should not be considered as guarantees of support.

5. Responsibilities

Both parties agree to act with good faith to complete their responsibilities as follows:

(a) Thinkproject Responsibilities

- (i) Thinkproject shall provide the services identified in the SLA and shall ensure the services are maintained at all times and to agreed pre-defined standards. Thinkproject agrees to exercise professional care and diligence in the discharge of all services and to comply in all respects with relevant standards.
- (ii) Thinkproject will act as the owner and supporter of the herein identified and defined Thinkproject services that have been requested by the Customer.
- (iii) Thinkproject will be responsible for the day-to-day management of the SLA and liaise with the Customer to ensure that information flows freely between both parties.

(b) Customer Responsibilities

- (i) Customer shall provide all necessary information, assistance, and instructions in a manner that enables Thinkproject to meet performance standards, for example, by giving of adequate notice and disclosing of all relevant information.
- (ii) Customer is required to ensure attendance/participation at problem/incidence review meetings as requested by Thinkproject to assist with the definition of service impact.
- (iii) Customer is required to report all issues, queries, and requests via appropriate channels and processes.

(c) Exclusions

The service commitment does not apply to any unavailability, suspension, or termination of Software, or any other Software performance issues:

- (i) That are caused by factors outside of Thinkproject's reasonable control, including any force majeure event;
- (ii) That result from any malicious, prohibited, negligent, or omitted actions of the Customer or any third party;
- (iii) That result from Customer's technology, equipment, software, or other technology and/or third-party equipment, software, or other technology (excluding third-party equipment within Thinkproject's direct control);
- (iv) That results from planned maintenance in accordance with these terms; and/or
- (v) during normal business hours with advance notice of at least 24 hours to the Customer.

These SLAs do not apply to any end-of-life product or software version.