

Service Level Agreement

Nebu Customer Care

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1 Introduction

This document outlines the standard **Nebu Customer Care** process, including the rules of engagement and the service levels provided, with regards to:

- Support process
- Change Management
- System Maintenance
- Product Development

This **Service Level Agreement (SLA)** forms part of the contractual agreement between **Nebu** (Supplier) and **Customer**. Any changes to the SLA are governed by **Nebu's General Terms and Conditions** that form part of the **Agreement**.

The purpose of this **SLA** is to formalize the service arrangement between **Nebu** and **Customer** to deliver specific (standard) support services through our **Customer Care Help Desk**. This SLA describes the services, priorities, and responsibilities related to the support of **Nebu Services**.

It is noted here that **Nebu** can provide different types of deployment models, namely:

1. **Nebu** hosted (Previously known as ASP)
2. On-Premise
3. Hybrid (e.g. *Dub Interviewer* hosted combined with *Nebu DaaS* or *Nebu Data Hub*).

This document assumes a fully **Nebu** hosted environment. For the other types, the same engagement model is applicable, but the responsibilities of parties might differ. Any restrictions will be highlighted within the respective sections within this document. For more information on On-Premise installations and the corresponding services, please be referred to the document - **Nebu Services for On-Premises Installations** (ref Nebu-I-2016-0039).

Chapter 2 describes the main engagement process (on-boarding), followed by the Support Process, including the software maintenance process in Chapter 3. Subsequently, we describe the generic system monitoring (Chapter 4), maintenance (Chapter 6) and the product release management process (Chapter 5). Chapter 7 presents **Nebu Availability** commitment. This document closes with a brief outline of each party's roles and responsibilities and with the support process as an escalation process when for some reason **Service Requests** are not processed in accordance with this **Service Level Agreement**.

2 Registered Nebu users and primary point of contact

In order to serve our **Customers**, we first need to establish a primary point of contact with the **Customer**. Someone we can contact in the event of an issue. Furthermore, it is possible to register more people as **Nebu User**. Only registered **Nebu Users** will have access to

- **Nebu Customer Care Help Desk**,
- Product Updates,
- Service Notifications,
- **Dub Community** (which includes Manuals, FAQ's, tips and tricks, release notes, etc.)
- Enghouse MySupport portal

and will be able to access the (history of) support tickets.

A **Registered Nebu User** is expected to have followed the base training and having a reasonable proficiency (knowledge or experience) on the **Nebu Services** deployed. **Nebu** is not bound to this **SLA**, when it is not dealing with **Registered Nebu Users** when handling **Service Requests**. **Nebu** is allowed, upon written notification thereof to the primary point of contact, refuse or put **Service Requests** on hold in cases where the absence thereof substantially hinders the efficient processing of a **Service Request**.

(at least one) User(s) is/are registered during the on-boarding process. Additional users can be registered by issuing a **Change Request** (see chapter 3), by providing the name and email address.

Registered Nebu Users will have access to the **Nebu Services**, including its supporting systems and thus will need to be administered properly for privacy and security reasons, which is the responsibility of the **Customer**. **Nebu** will validate the **Registered Nebu Users** on a regular basis with the primary point of contact.

3 Support Services

The overall support process is depicted in figure 1. The main point of contact for all **Service Requests** is the **Nebu Customer Care Help Desk**. They ensure that **Service Requests** are picked up and processed depending on their type (§3.4) and Classification (§3.5). They are the main point-of-contact and are responsible for the processing and communications on any and all **Service Requests** towards the **Customer**.

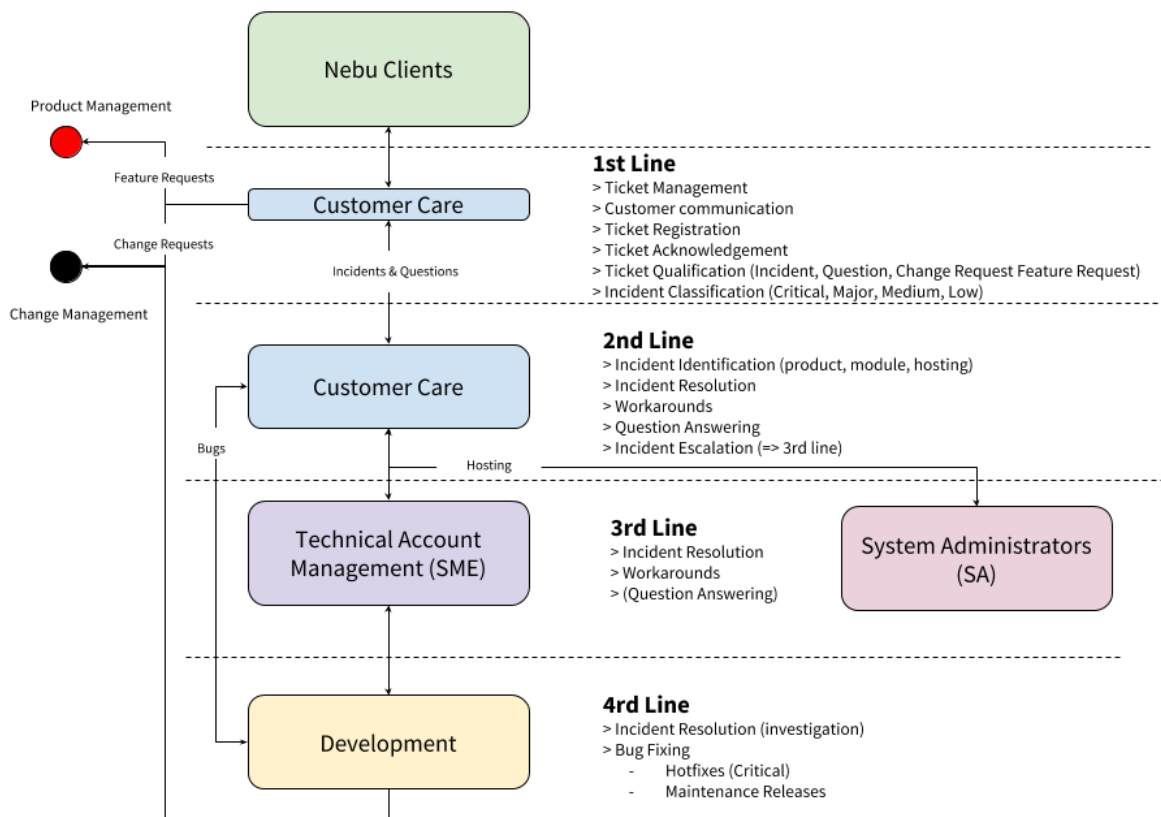


Figure 1 - Nebu Support Flow

3.1 Nebu Customer Care Service Window

From : Monday - Friday

Between : 8:30 and 18:00 Central European Time

Service Requests raised outside the **Service Window** will be answered on the next **Working Day**.

Any deviation from this will proactively be communicated by email to **Registered Users** that have subscribed to receive operational notifications.

3.2 Emergency Support

Outside the **Service Window**, **Customers** can apply for Emergency* support. In this case, next to raising a service request per email, a **Service Request** must be made by phone to:

+31 251 36 1950.

Our (24/7/365) Answering Service will ensure a **Nebu** employee on-call is alerted of the issue and will take appropriate action.

*) An emergency is defined as a **Critical** or **High** Priority issue as per the SLA. Please note, **Nebu** has the right to charge a service fee when this facility is used for other priorities.

In case of **urgent DaaS** issues, please contact our DaaS partner, Initova, directly via **+49 221 29199 310.**

3.3 Raising Service Requests

Registered Nebu Users can also raise issues, questions and/or outages (**Service Requests**) to **Nebu Customer Care** via:

- Email: mrc.support@enghouse.com; or
- Phone: +31 251 36 1950; or
- Online: via <https://mysupport.enghouse.com/> (login required)

In case of a major or critical issue, we advise you to inform us via phone, in order to make sure we can address your **Service Request** swiftly.

3.4 Service Request Typification & routing

When a **Service Request** is raised by one of our **Customers**, the **Nebu Customer Care** team will pick it up and start processing. First, for each ticket **SR-Type** (Service Request Type) will be established, as follows:

- **Question** (Questions on how to use the software)
- **Feature Request** (Request for new functionality)
- **Change Request** (Request for a configuration change on the system)
- **Incident** (A report on something going wrong - this category includes bug reports)
- **Other**

Subsequently, receipt and **SR-Type** will be confirmed to the **Customer**. All **Service Requests** will be acknowledged by a **Nebu Customer Care** team member within **1 Working Hour** (defined as an hour within the **Service Window**)

Please note the separate Emergence Procedure (§3.2) for a **Service Request** raised outside the **Service Window** (§3.1).

Each **SR-Type** has its own route through the organization as depicted in figure 1.

Note on Feature Requests

Feature requests are basically defined as a request for features, which must be implemented in the core software and thus will be handled by the **Product Management** team. Given the

nature of our products, a lot of functionality can be added by scripting, templates, plugins or configuration, e.g. survey logic and design or R-scripting in the [Nebu Data Hub](#). These activities are carried out by our **Professional Services** team and will be handled as **Change Requests**.

Incident and **Questions** will be handled by **Nebu Customer Care** following the flow depicted in figure 1. Each **Incident** is classified by the **Nebu Customer Care** team using the following framework:

Classification	Description
Critical	<ol style="list-style-type: none"> 1. All Nebu Services down, causing a full stop of all customer business processes 2. Any data loss situation
High	<ol style="list-style-type: none"> 1. One or more core functionality of the Nebu Services is malfunctioning or not available, having a substantial impact on customer business processes.
Medium	<ol style="list-style-type: none"> 1. The use of the Nebu Services is limited 2. Certain (secondary) functions cannot be used or are exhibiting undesired behavior/results 3. A workaround is not available;
Low	<ol style="list-style-type: none"> 1. The Nebu Services are fully operational; 2. A core function has an annoyance not making the features unworkable (functional or look and feel improvement required). 3. the use of a secondary function is restricted. 4. A medium classified incident, with an acceptable workaround being available allowing business processes to continue.

Figure 1

Nebu will through-out the lifespan of each **Service Request** provide updates to **Customer** via its ticketing system available to **Registered Users**.

Note: The ultimate goal of our support is to help our **Customers**. So, when a **Customer** is of the opinion that an **Incident** classification doesn't match with the impact the **Incident** has on the **Customer** operations, the **Customer** can request **Nebu** to raise the priority by escalating the **Incident** as per the escalation process (Chapter 10).

3.5 Service Levels for Service Requests

The classification drives the priority of the **Incidents** and thus the speed of resolution. As a reference **Nebu** strives to achieve the following service levels:

SR-Type	Classification	Response Time (Working Hours)	Resolution Time (Working Days)	Metric (% of cases)	Method
Incident	Critical	1	≤ 1	95%	Restart/Work Around/Configuration
Incident	High	1	≤ 1 ≤ 5	85% 95%	Work Around/ Configuration
Incident	Medium	1	≤ 10	95%	Work Around/ Configuration
Incident	Low	1	At will	-	-
Questions	-	1	≤ 5	95%	-
Feature Request ¹	-	1	≤ 10	95%	-
Change request	-	1	-	-	To be agreed

The **Customer Care** team only supports those **Incidents**, which are within its direct scope of control, if necessary by including other departments within the company. In some cases, an **Incident** is being caused by a **Software Defect** (bug). The **Nebu Customer Care** Team typically reproduces this bug and reports it to the **Development** team. When **Development** acknowledges that the **Incident** is caused by a **Software Defect**, the ownership is transferred to **Development**, which has a separate SLA (§5.1). Given the time-frame of the bug-fixing process and taking into account the impact, the **Incidents** classified as

- “*Medium*” and “*Low*” will be closed, but when the solution is available, the **Customer** will be notified that an upgrade can be planned, in coordination with the **Customer**, via the **Change Management Process**.
- “*Critical*” and “*High*” will remain open and the **Customer Care** team will keep the **Customer** posted on progress.

For our On-premise **Customers**, it is noted that stated service levels are only valid when **Nebu** has full access to the on-premise systems and when the root cause of the problem is within the responsibility scope of **Nebu**.

¹ The response time is to inform you if your feature request has been accepted and will be placed on the roadmap, including an indication of availability.

4 System Monitoring

Nebu has for its **Nebu** hosted **Customers** (Chapter 1), across its complete system, an intricate setup of system monitoring rules, which means that our Support team is alerted as soon as there is an issue on the system or network level.

When this monitoring system is triggered, a **Service Request** is automatically logged to our **Customer Care** team, who will launch an investigation and inform the main contact person at the **Customer**.

5 Software Development & Maintenance

5.1 Development process

All **Nebu Services** are developed by means of an agile development process using two (2) week sprint. Each sprint results in a new version (patch) of the software, which is released for production. The version number denotes whether or not it:

1. Maintenance Release (only contains bug-fixes, V1.1.x)
2. Upgrade (contains both bug-fixes and minor new functionality, V1,x,0)
3. New Release (contains both bug fixes and major new functionality, Vx.0.0)

In the case of “*Critical*” **Software Defects**, intermediate Maintenance Releases or Hot Fix could be released. Which type is released depends on the nature of the underlying **Software Defect**.

The deployment of new versions on the production environment is the responsibility of the **Operations** department.

5.2 Bug Classification

The resolution of **Software Defects** follows the full development flow, including testing, resolution validation testing and (risk-based) regression testing. This process has to be performed diligently and therefore takes time.

The bug resolution process, typically takes the **Incident** Classification as the main input, however, representatives of the **Support** and **Development** teams will discuss its severity, impact (how many **Customers** are impacted) and complexity of the resolution and determine the actual priority and therewith establish the Estimate-Time-to-Fix. It is noted that, that it can be decided to just patch the problem and delay actual resolution during the hand-over from Support to Development. This is done, following the below guidelines.

All fixes are in essence incorporated into the regular release cycle (§5.1). The only exception is (should be) the resolution of “*Critical*” **Software Defects**, which causes the **Nebu Services** to be rendered unworkable (=system down) and therewith prevents its operational use for our **Customer(s)**, or in case it poses a serious security threat (also a **Security Incident** will be raised).

A “*Critical*” **Software Defect** goes straight to the top of the Development-List, the Dev team drops all other work and dedicates itself to fixing the bug and ideally release a “*Hot Fix*” in order to have the **Customer** up-and-running again ASAP. **Nebu** aims to fix any “*Critical*” bugs asap after their discovery, preferably within a matter of hours rather than days - depending upon the nature and complexity of the problem and the fix. The formalized commitment is that the development team will work continuously and diligently until the hotfix has been released.

5.3 Bug -Fixing Service Level Agreement

The Development team is tasked to aim for the following resolution time of **Software Defects**:

Bug Fix Resolution			
Classification	Resolution Time		Method
Critical	ASAP	Continuous effort	Hot Fix
High	≤ 7 Calendar Days ¹ ≤ 90 Calendar Days	85% of the cases ¹ 95% of the cases	Hot Fix ² Release
Medium	≤ 240 Calendar Days	95% of the cases	Release
Low	At will	-	Release

Please note: The SLA's presented are for process guidance only and are thus based on our (commercial) best efforts. They do not constitute a formal commitment (unless separately and specifically agreed).

² this holds only when no work-around or any other controllable environment can be established, which allows the **Customer** to continue its business operations (within reason).

6 System Maintenance

6.1 Operating Platform Maintenance (scheduled)

Once a month, **Nebu's** hosting partner takes care of all necessary software and hardware patches in order to ensure the optimal performance of the system. This is planned for every first Sunday of the month, between 8:00 AM and 10:00 CET. During this time, **Nebu** cannot give any uptime guarantee of the system.

Note: **Nebu** reserves the right to undertake intermediate “critical security” maintenance when the privacy and security of the **Nebu Services** is at stake. Such maintenance can be executed with 24 hours notice, to protect the most valuable asset of the **Customer**, its data. **Nebu** will do its utmost to execute the patching the best possible time, but we also need to mitigate risk. Any such maintenance is deemed to be **Planned Maintenance**.

For On-Premise installation, please be referred to the document - **Nebu Services for On-Premises Installations** (ref Nebu-I-2016-0039), as unless ordered from **Nebu** these services fall outside the support scope for these **Customers**.

6.2 Application Platform Maintenance (ad-hoc)

In order to make sure that the services are running on a current and supported application version and uneventfully if critical or major fixes need to be applied, an application platform update might be required. This will be planned on an ad-hoc basis. Any such action will be coordinated via the change management process in coordination with the **Customer** (if operational impact is expected).

In order to be able to properly support the **Nebu Services**, **Nebu** will:

1. perform a bi-monthly system check to make sure systems are supportable by checking the operational usage, i.e. **Nebu Registered Users** (§2), system cleaning and fair usage such that its stays within the set limitation (please be referred to the “[Additional Information Regarding Licensing Terms & Services](#)” in the latest price-book.
2. (enforce) system updates & upgrades of **Nebu Services**, at least³ once per year to keep the application software up-to-date, with a maximum of 6 per year.
3. Ad-hoc updates in case of “*Critical*” or “*High*” **Software Defects**

Any changes, be it configuration changes and/or software updates, will follow the change management process (**SR-Type** “*Change Request*”).

³ Should **Customer** fail to allow **Nebu** to update software to versions supported by **Nebu**, **Nebu** shall not have any obligations under this Service Level Agreement.

6.3 Backup routine

Nebu has a backup routine in place, which ensures a backup of all data is made once every day and kept for 7 days. This means that even when data is cleaned or removed, it is still available via the backup for a maximum of seven (7) days⁴.

Please note: Restoring deleted project data as a result of a user error on **Customer**-side may incur costs.

For On-premise **Customers** (and unless ordered from **Nebu**), back-ups are the responsibility of the **Customer**

⁴ Fourteen (14) days for Gold level **Customers**

7 Nebu Availability Clause

7.1 Introduction

At **Nebu** we understand that the availability of the **Nebu Services** is of the essence for our **Customers**. In order to provide a clear guideline for the availability of the **Nebu Services**, we have set a clear objective for the implementation of our services (hereafter referred to as **Nebu Availability**).

In essence, **Nebu Availability** is a measure for the up-time of the core functionality of the **Nebu Services**. As such it takes into account the period of “down-time” caused by “Critical” and “High” incidents over the maximal planned availability of the **Nebu Services**.

Overall we warrant⁵ an uptime of the **Nebu Services** of **99,7%**.

Note: The **Nebu Availability** also applies to the **DaaS** in terms of application up-time and explicitly excludes the SIP-provider VoIP behavior, e.g. call success rate, call quality, etc.

7.2 Availability Framework

Formalizing the Nebu Availability into math and making it measurable in practice leads to the following arrangement:

$$\text{Nebu Availability} = \frac{(\text{Total time} - \text{Planned Maintenance Time} - \text{Unplanned Downtime})}{(\text{Total time} - \text{Planned Maintenance Time})} * 100\%$$

Availability	Minutes	Hours
Total per Annum	525.600	8.760,0
Total per Month	43.800	730,0
Planned Maintenance per Month	150	2,5
Max Uptime per Month	43.650	727,5
Availability SLA	99,70%	
Down-time per Annum (Threshold)	1.571	26,2
Down-time per Month (Threshold)	131	2,2

Whereby the

Unplanned Downtime equals = $\sum_{i=0}^{I-Critical} Ti_Downtime [Critical Incident] + \sum_{i=0}^{I-High} Ti_Downtime [High Incidents]$

⁵ For On-premise **Customers** the warranty only applies to the application level (please be referred to the comment in §7.3)

7.3 Service Credits

In case we don't meet the **Nebu Availability** on a monthly basis **Customer** has the option to claim⁶ **Service Credits** as per the following table:

Service Credit Level	Availability Month	Minutes Downtime	Service Credit ^{7&8} (%)
0	100,00% <> 99,70%	0 <> 131	0%
1	99,70% <> 99,60%	131 <> 175	5%
2	99,60% <> 99,50%	175 <> 218	10%
3	99,50% <> 99,25%	218 <> 327	20%
4	99,25% <> 99,00%	327 <> 437	40%
5	99,00% <> 98,70%	437 <> 567	80%
6	98,70% <> 50,00%	567 <> 21.825	100%
7	50,00% <> 0,00%	21.825 <> 43.650	100%

For our On-Premise **Customers** the same **Nebu Availability** is applicable, but then only to the application level or when the root-cause of the **Incidents** can be attributed to neglect by **Nebu** in the performance of the services (document - **Nebu Services for On-Premises Installations** (ref Nebu-I-2016-0039).

⁶ As a sole remedy.

⁷ For on-premise **Customers** the **Service Credit** is doubled.

⁸ A **Service Credit** as a percentage of the monthly fixed charges. I.e. the application license and hosting fees. For **DaaS** this will be on the lines fee and on the dailer hours for that particular month (i.e. telephone cost is excluded)

8 Roles and Responsibilities

8.1 Customer

The **customer** has the following general responsibilities under this **SLA**:

1. **Customer** will conduct business in a courteous and professional manner with **Nebu**.
2. **Customer** will be responsible for the operational management and usage of the system, amongst other ensuring the usage doesn't exceed the license conditions (e.g. chapter 9, Price Book)
3. **Customer** will use the **Nebu Services** as per the *Terms for Fair Usage* (Chapter 9, Pricebook)
4. Customer will ensure it complies with the general privacy & security policies, amongst other the *Data Processing Agreement* (part of the **Agreement**)
5. **Customer** will provide all the information required to open a support request via the ticketing system.
6. Once a support request has been submitted, **Customer** will make themselves available to work with the **Nebu** support resource assigned to the support request.
7. **Customer** end users do not contact **Nebu** staff directly to report a problem. All problems must be logged through the ticketing system.
8. **Customer** will provide **Nebu** access to in-house systems/servers/workstations as requested in order to resolve issues
9. (see also the document - *Nebu Services for On-Premises Installations* (ref Nebu-I-2016-0039).
10. If additional information is discovered or information reported has changed, please notify the Help Desk as soon as possible so the ticket can be updated.
11. **Customer** must maintain software at a recent version from Nebu.
12. The data and projects on the remote desktop are protected by a mirror system. However, all project and export files created by **Customer** are NOT in the backup it is the responsibility of **Customer** to take care of these backups.
13. The creation of a backup for archived projects and export files is the responsibility of the **Customer**. This is due to legislation on the holding of private information.

8.2 Nebu

Nebu has the following general responsibilities under this SLA:

1. **Nebu** will conduct business in a courteous and professional manner with **Customer**.
2. **Nebu** will ensure it complies with the general privacy & security policies, amongst other the *Data Processing Agreement* (part of the Agreement)
3. **Nebu** will log all information from **Customer** required to establish contact information, document the nature of the problem and **Customer's** hardware/network environment (as applicable).
4. **Nebu** will escalate support requests in a timely manner to the next level of internal support within **Nebu** to ensure the resolution SLA.
5. **Nebu** will give **Customer** the ability to always reopen a closed ticket if the **Customer** wishes to do so.
6. **Nebu Customer Care** will be the interface on behalf of the **Customer** to developers as

appropriate.

9 Escalation

If the handling of the **Service Request** is not satisfactory, the below escalation path applies:

Nebu	
Name/Job Title	Contact Information
Nebu Customer Care	E: mrc.support@enghouse.com T: +31 251 36 1950
Monika Szarkane Gero <i>Customer Support Manager</i>	E: monika.gero@enghouse.com T: +36 30 82 37 727
Wouter Eijben <i>Operations Director</i>	E: wouter.eijben@enghouse.com T: +31 6 46 70 21 53
Allen Porter <i>General Manager</i>	E: allen.porter@enghouse.com T: +1 602 896 3420