Service Level Agreement
DeepOpinion Studio & API

1.   Agreement Overview

This Agreement represents a Service Level Agreement ("SLA" or "Agreement") between DeepOpinion ("Service Provider") and Customer for the provisioning of the cloud based version of the Software as a Service ("Service"). In the event this document is translated into any other languages, the English version shall be authoritative. Service Provider encourages Customer to review the online SLA periodically.

2.   Scope of the Agreement

This SLA applies only to the Service described in the Agreement or applicable Statement of Work. This SLA does not apply to any software, equipment, services, or other parts of an information technology system that are not purchased from or managed by Service Provider.

Service Provider will rectify material issues with the Service, except where:

- The issue has been caused by Customer's use of the Service in a manner that is contrary to Service Provider Training, Knowledge Base, or any other instruction issued by DeepOpinion;
- Customer has made unauthorized changes to the configuration or set-up of the affected Service;
- Customer has prevented Service Provider from performing maintenance on the Service;
- The issue has been caused by Third Party Services; or
- The issue has been caused by User(s), including by modifying part of the software or by adding, deleting, or assigning improper rights to Users.

3.   Effective Date and Term

This Agreement will be effective from the Start Date of providing the Service to Customer and will terminate without further notice and without right to compensation or restitution upon the expiry or termination of the Agreement or applicable Statement of Work. This Agreement remains valid until superseded by a revised agreement.

4. Service Agreement Responsibilities

4.1. Customer Responsibilities

Customer responsibilities in support of this Agreement include:

- Use the Service as intended under the Agreement in section 2;
- Notify DeepOpinion Help Desk (section 6) of issues or problems in a timely manner and as thoroughly as is possible;
- Cooperate with Service Provider in its efforts to escalate, diagnose, and resolve issues by providing timely and accurate responses to requests for information;
- In case of a High Priority Alert, ensure the availability of a sufficient number of skilled Customer employees to cooperate with Service Provider;
- Provide Service Provider with access to equipment, software, and services for the purposes of maintenance, updates, and fault prevention; and
- Maintain staff with adequate information technology knowledge to fulfil these responsibilities.

4.2. Service Provider Responsibilities

Service Provider responsibilities in support of this Agreement include:

- Ensure the relevant Service and Professional Services are available to Customer in accordance with the Uptime as outlined in section 5.1;
- Respond to support requests within the timescales listed in section 5.3;
- Take steps to escalate, diagnose, and resolve issues in an appropriate and timely manner, including the allocation of a sufficient number of skilled staff and the collection of necessary information; and
- Maintain clear and timely communication with customers at all times.

5. Service Management

Effective support of in-scope services is a result of maintaining consistent service levels. The following sections provide relevant details on service availability, issue response time, and resolution time.

5.1. Service Availability

Service Provider shall provide 99.5% Uptime each month 24 hours a day 7 days a week ("Agreed Hours of Service"). Uptime is measured based on the monthly average of availability, rounded down to the nearest minute, and calculated as follows:

$$Uptime\ \% \ = ((Agreed\ Hours\ of\ Service\ - \ Hours\ of\ Downtime)\ /\ Agreed\ Hours\ of\ Service)\ *\ 100\%$$

When calculating the total downtime, the following times are not taken into account:

A) Times of unavailability due to planned maintenance work on the platform, which is carried out regularly between 7:00 p.m. and 11:00 p.m. (CET) or on weekends.

B) Periods of unavailability due to planned activities to improve, expand or renew the DeepOpinion platform services, which are carried out in the time frames defined in A.

C) Times due to mandatory, unscheduled maintenance work that is required to rectify faults; DeepOpinion will inform Customer of this if possible by means of a notice on the website.

D) Periods of unavailability that are caused by factors outside of Service Provider's control, including any Force Majeure Events.

E) Times of unavailability that are based on the fact that the necessary technical requirements to be created by the Customer for access to Service are not or temporarily not given, for example in the event of faults of Customer hardware or internet connection.

5.2. Service Credits

Should uptime fall below 99.5% in any calendar month, Service Provider will compensate Customer in the form additional usage credits of DeepOpinion's SaaS products "Service Credits", which are calculated as follows:

$$Service\ Credit\ Calculation\ =\ (99.5\%\ -\ Uptime\ \%)\ *\ Monthly\ Subscription\ Fee$$

Service Credits are not refunds, cannot be exchanged into a cash amount, are capped at a maximum of 30 days of paid Service, require Customer to have paid any outstanding invoices and expire upon termination of Customer contract. Service Credits are the sole and exclusive remedy for any failure by Service Provider to meet its obligations under this SLA.

5.3. Response Time and Resolution Time

In the event of a Service disruption, Service Provider is deemed to have responded when it has replied to Customer's initial request. This may be in the form of an email or a call, to acknowledge receipt of Customer's request, provide a solution, or request further information. The response time and resolution time is deemed to start with the next office hour in the defined Help Desk hours (9:00 a.m. to 5:00 p.m. (CET) Monday to Friday, excluding public holidays).

The Response Time and Resolution Time will depend on the priority of the item(s) affected and the severity of the alert, as set out in the following schedule:

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Alert Priority	Issue severity	Response Time	Resolution Time
High	Service is not available for use or a significant proportion of the contracted functionalities are not available.	Within 8 hrs	Within 12 hrs
Medium	The use of the Service is considerably limited, as the main features of the SaaS Services are not available.	Within 24 hrs	Within 72 hrs
Low	Notification of minor issues that do not prohibit Customer from utilizing Service in any material way.	Within 72 hrs	Best effort

6. Help Desk

If your question is not resolved via the Knowledge Base, the DeepOpinion Help Desk can be contacted by email anytime via support@deepopinion.ai.

Help Desk Support hours: 9:00 a.m. to 5:00 p.m. (CET) Monday to Friday, excluding public holidays.

7. Updates to the SLA

This SLA may be updated at DeepOpinion's discretion, but only after providing thirty (30) days' notice, after which it shall be effective ("SLA Effective Date"). Such notice will be sufficient if provided to a User designated as an administrator of Customer's Service account either: (a) as a note on the screen presented immediately after completion of the login authentication, or (b) by email to the email address provided for the administrator(s) for Customer's account. If Customer objects to any such changes, Customer's sole recourse shall be to terminate the Agreement. Continued use of the Service following the SLA Effective Date of any update shall indicate Customer's acknowledgement of such update and agreement to be bound by the updated SLA. When DeepOpinion changes this SLA, the "Updated" date below will be changed to reflect the publication date of the most recent version.

Last Updated: 2020-12-02.