

SERVICE LEVEL AGREEMENT




Effective January 1, 2023

GENERAL

Any obligations of ETS under this SLA Addendum shall become null and void upon any breach by Customer of its ETS Program Agreement, including any failure by Customer to meet payment obligations to ETS.

REPORTING AND CLAIMS









To file a claim under this SLA Addendum, Customer must send an email to help@etsworks.com with the following details:


-  Billing information, including company name, billing address, billing contact and billing contact phone number
-  Downtime information with dates and time periods for each instance of downtime during the relevant period
-  An explanation of the claim made under this SLA Addendum, including any relevant calculations.

Claims may only be made on a calendar month basis and must be submitted within 10 days after the end of the relevant month, except for periods at the end of a subscription agreement that do not coincide with a calendar month, in which case Customer must make any claim within 10 days after the end of its subscription agreement. All claims will be verified against ETS's system records. Should any periods of downtime submitted by Customer be disputed, ETS will provide to Customer a record of Service availability for the period in question. ETS will only provide records of system availability in response to good faith Customer claims.

CLIENT SUPPORT

General Client Support is available between the hours of 8:00 am and 8:00 pm CST Monday through Friday, except for Company recognized holidays, which include New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, and the Friday after, and Christmas Day. In the event that a Holiday falls on a Saturday, the preceding Friday will be recognized as the Holiday, and in the event it falls on a Sunday, then the subsequent Monday will be recognized as the Holiday. General Client Support SLA is as follows:

General Client Support SLA		
Level	Description	First Response Time
Priority 1 Total System Outage	 Company Wide Hosted Infrastructure Outage	15 minutes
	 Company Wide Hosted Network Outage	
	 Hosted Line of Business Application Outage	
	 Critical Job Function Outage	
Priority 2 Department or Localized Outage	 Department or Localized Wide Hosted File-Share Outage	30 minutes
	 Department or Localized Hosted Network Outage	
	 Hosted Department Line of Business Application Outage	
	 Business User unable to perform their daily functions and a temporary solution is not available.	

Priority 3		Business User Issues, but still able to perform daily activities	1 Hour
Business User Down		with a temporary solution <ul style="list-style-type: none">○ Affected by Peripherals○ Server○ Networking○ Application Issues○ Login Issues	

Exclusions / Additional Conditions is governed by the ETS Standard Incorporated Terms and Conditions.

First Response Time is the time to first contact the client from the first time that ETS is notified either by phone call to the Support Line (702-879-7111), an email is received to help@etsworks.com, or a ticket is logged online at (<https://etsworks.com/contact>). Although every attempt to resolve the issue will be made on the initial call, there may be more information that needs to be gathered and analysis that is required. There is no guarantee that the issue will be resolved in that timeframe, or at all, but that reasonable commercial efforts will be expended until the issue is resolved to the Client's reasonable satisfaction. Please see General Terms and Conditions for specific product warranties.

Emergency Client Support is available after hours 24/7/365 for issues rendering critical business core functions inoperable. Emergency Client Support issues should only be reported via the Support Line (702-879-7111). Every reasonable effort will be made to respond within 15 minutes and resolve the issues as soon as reasonably possible thereafter