Standard SLA for assessmentQ

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1 About this SLA

1.1   Introduction

This document sets out the working methods of Televic Education in relation to the way in which it organises its **services** and which **basic agreements** are applied between Televic Education (hereinafter: Televic) and the Client. On the grounds of the relationship between Televic and the Client, this Service Level Agreement (SLA) is a document which sets out the relevant agreements in a structured manner.

This Service Level Agreement determines the reference framework for the performance indicators and standards which have been agreed between Televic and the Client to monitor assessmentQ's level of quality and the accompanying support. A standard has been included for every indicator that determines the minimum performance requirements. This allows the services to be measured in an objective and simple manner and for either party to identify changes in service quality.

The appendix at the end of this document contains a terminology list with the definitions and abbreviations of the most important terms in this agreement.

1.2   Related documents

This is the Standard SLA from Televic and is an extension of the proposal signed by the client. Information such as **duration** and **validity** can be found in the contract and have not been included in this SLA. The implementation of this SLA is part of the annual licence on the condition that

- the support by Televic Education Customer Services is included in the contract, and
- the service falls within the pre-set annual number of days.

1.3   Amending and extending the SLA

If the client requests changes within the agreed term of this agreement to the assessmentQ software provided by Televic, then Televic and the client will consult as to whether the SLA should be amended.

If the client wishes, this standard SLA can be expanded into a Premium SLA, which includes customer-specific service levels. Televic is free to make an additional charge for this.

2 Scope of the SLA

This SLA relates to assessmentQ. assessmentQ is offered as an SaaS solution (Software as a Service). This means that the software is made available to the client by means of the web. The software and data are placed and maintained on Televic's infrastructure. This SLA cannot be used in the case of an onsite solution.

When we refer to assessmentQ, we distinguish two elements:

- **The platform**: Under the platform, we are referring to the **server infrastructure used**. The hardware, hardware configuration(s) and software packages running on this that are not part of the assessmentQ software belong to this.
- **The application**: Under the application, we are referring to the **standard assessmentQ software**. The software, software updates, assessmentQ, emergency changes or patches and software configuration belong to this. The service levels apply to the standard software from the moment that they are made available in the **production environment**.

3 Services within the SLA

3.1 Support by Customer Services

3.1.1 Role

Our Customer Services team is your point of contact for reporting new needs, bugs, incidents but also for all user questions relating to the use of assessmentQ.

If new functionalities are requested, these do not fall under the SLA and must be treated as a separate project.

3.1.2 Availability

Customer Services is available during Televic Education's office hours:

- From Monday to Thursday: 09.00 to 17.00 (CET)
- On Friday: 09.00 to 16.00 (CET)

As standard, Televic offers no support outside the above office hours or on national holidays. The online Knowledge Base is continuously available on https://support.televic-education.com/hc/en-us and all reports can also be logged via email outside office hours.

3.1.3 Contact

You can contact Televic Education's Customer Services in various ways:

- By telephone on +32 (0)51 79 14 98
- Via e-mail on support@televic-education.com
- Via our website: you can create a ticket on https://support.televic-education.com/hc/en-us/requests/new

If you have an urgent query, you are advised to write "URGENT" in the subject of the email. However, we advise you to notify us of any urgent problems by telephone, as well as by email.

A ticket is created in the ticketing system at Televic for every query/contact/report. The tickets are handled according to the priority described below. This takes account of the impact and urgency. When the diagnosis starts, the ticket number is sent to the Client by email. The status of all tickets can be monitored online through the ticketing system. If emails are exchanged directly between the Client and Televic, these will be added to the system so that all communication between the parties can be retrieved from the history.

3.1.4   Required information

If the client notifies Televic of a problem, the client should provide the following information so that Televic can provide the fastest possible assistance:

- Name of the person who has a query or difficulty
- Symptom or description of the problem
- Steps to reproduce the problem
- Screen shot or description of where you are exactly in the application
- Contact details (name and telephone number where we can most easily reach the person)
- Optional: contact person and person responsible in the IT department

In all communications related to the problem, the client will state the ticket number in the email from Televic when Televic picked up the problem.

3.1.5   Contact person

When the project starts, the client shall provide Televic with an information sheet containing the contact details for the persons who are authorised to make contact and report problems or to ask questions in relation to the assessmentQ software. If there are any changes to this list, the client is responsible for immediately notifying Televic. (The list of authorised persons is included in the contract when the contract is signed.)

These persons should be following or have followed the required training course at Televic and possess sufficient subject knowledge in the domain related to the query.

No service is provided to end-users (students, candidates or employees) or to third parties who were not correctly granted access to assessmentQ.

The client is responsible for providing first-line support to its students/candidates/employees and will not refer end-users to Televic unless the problem can only be resolved through the direct intervention of Televic. The term first-line services relates to the processing of support questions by the client's internal staff who are trained in assessmentQ and/or by the client's internal IT department.
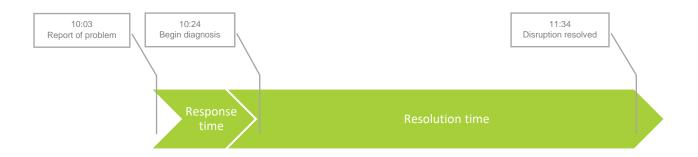
3.2 Service levels for platform and application

3.2.1 Introduction

Televic will do its utmost to restore assessmentQ to normal operation and limit any potentially negative impact on your activities as far as possible after an error has been reported.

The service levels are expressed in terms of average response times and average resolution times of the incidents for each priority level. Below is an explanation of the calculation methods for response/resolution time, priority and determining impact. The standard times for these performance indicators will be included in the subsequent articles.

The figure below shows the milestones in the Customer Services management process which determine the response time and resolution time.

10:03 Report of problem	10:24 Begin diagnosis		11:34 Disruption resolved
	Response time	Resolution time	

Response time	Shows how quickly someone picks up the incident and the client is allocated an incident number.
Resolution time	Shows how much time passes between picking up the incident and the point when the disruption has been resolved. The time that the incident spends in "Pending" and "On hold" status is deducted.

Only the time during office hours is counted (see the "Accessibility" article).

3.2.2 Availability of the platform

Televic uses the infrastructure of third parties for hosting assessmentQ. assessmentQ is hosted on a dedicated server with an **availability guarantee of 99.0% on a monthly basis**.

Televic is free to use a different infrastructure that has at least the same specifications.

The platform is subjected to **permanent checks** on the availability of the service. Televic is automatically notified via SMS and email when there are any problems.

There is no guaranteed resolution time for interventions on the platform. Televic will do its utmost to restore the platform to normal operation and to limit as far as possible any potentially negative impact on the activities of the client. In consultation with the hosting provider, Televic make its best effort to rectify any problems as quickly as possible.

3.2.3 Availability of the application

The availability of the application is measured using **the number of successful tests during the month divided by the total number of tests for that month**. This gives a percentage availability for a particular month. assessmentQ is only considered to be unavailable if is not available to any users whatsoever as a result of an unplanned interruption or incident.

Within the scope of this SLA, Televic guarantees that assessmentQ will have an availability for the client of **at least 99.5% on a monthly basis**.

assessmentQ may be unavailable at certain times due to planned maintenance. The following periods are not included when calculating the availability (although very often, assessmentQ is available during these periods):

- assessmentQ releases and maintenance windows: for the installation of new versions of the software and security patches, etc.
- Specific applications or processes may stop briefly overnight between 9.00 p.m. and 8.00 a.m. for the purpose of testing or updating data.
- Emergency changes: urgent fixes or security updates that cannot wait until the following release.

In the event of an incident, Televic will do its utmost to restore the normal operation of the platform and to limit as far as possible any potentially negative impact on the activities of the client, taking into account the priorities, response and resolution times described below. There are various possible scenarios:

- a **work-around is available**: the work-around can be carried out in consultation with the client and, depending on the impact, Televic may initiate an internal software improvement which can be made available in a subsequent release;
- a **work-around is not available**: the problem is a blocker and only a software alteration can produce a solution. In this case, Televic will exceptionally make a patch available, before a subsequent release.

3.2.4   Priorities, response and resolution times

The response and resolution times to which Televic is committed in this SLA depend on the priority of the incident. The priority is determined by the impact on the functioning of the Client and its customers. Each incident is classified by Televic according to one of the following priorities:

Impact	Everyone	Multiple end-users	1 end-user
Blocker	Critical	Very high	High
Not a blocker	High	Normal	Low

Blocker: problems related to an inability to call up assessmentQ. **Non-blocker**: all service requests or incidents that do not fall under the definition of "blocker".

Televic guarantees the following response and resolution times for application incidents:

Priority	Average response time	Average resolution time
Critical	30 minutes	4 working hours
Very high	1 working hour	6 working hours
High	2 working hours	12 working hours
Normal	6 working hours	10 working days
Low	8 working hours	14 working days

Comments:

- If a **workaround** is available that reduces the priority of the ticket, then an associated incident will be created with a lower priority and the high-priority ticket will be considered as having been resolved.
- If more information or approval is requested from the client, the ticket will be given "**Pending**" status. The time that the incident spends in this status will not count towards the calculation of the resolution time. Once Televic has received the necessary information from the client, the service level mechanism will continue to operate.
- Any **waiting time** due to the system administrators, application administrators, the person notifying a problem or the Client's respective systems being unavailable at the agreed time will not count towards the calculation of the resolution time. This also includes any time lost due to the cancellation of appointments with less than 48 hours' notice.

4 Cancellation of guaranteed service levels

Televic cannot guarantee the agreed service levels for:

- Software or hardware (components) that were not developed, installed or supplied by or for Televic.
- Interface(s) or parts of interfaces that are under the control of the client.
- Databases and database repairs that do not directly fall under the control of Televic.
- Customised items specific to the Client.
- Incidents caused by a failure to comply with the technical requirements in the Client environment, the Client infrastructure or the operating system of the Client or third parties. Current requirements may be requested at all times from Televic.
- Incidents in which the cause of the disruption does not lie with Televic or its subcontractors.
- Incidents caused by the operating system on a computer, a new rights structure and so forth on components under the control of the Client where this was not implemented by Televic.
- Incidents that are caused by erroneous data or parametrisation which is controlled by the Client.
- New reports of incidents whereby the solution to the problem has already been offered by Televic but has not been followed up by the Client.
- In the event of force majeure (war, natural disaster, fire, insolvency of supplier, malfunction of the internet, electricity or telecommunications infrastructure that are not under the control of Televic, errors in third-party software, flooding, insurrection, etc.).
- the test, demo or acceptance environment which the Client may be using.

With regard to support incidents, Televic is responsible for proving the existence of the situations stated above.

Furthermore, Televic may refuse to provide services if more than 10 incidents are submitted within a 1-month period due to the Client's lack of knowledge. The service will only be refused after the manager responsible for the account has been informed.

Incidents that concern disruptions that are not the subject of the SLA are not included in the calculation of the achieved service levels.

In the event of persistent problems, Televic may call on an independent expert for an in-depth analysis of the problem. This will be done in consultation with the Client.

- If it emerges that the cause of the problem can be attributed to incorrect administration or actions by Televic, it will be responsible for resolving the incident and for the expert's fees.
- If the cause of the problem can be attributed to incorrect actions on the part of the Client, then the fee for calling in the expert will be borne by the Client.

Televic cannot be held responsible under any circumstances for expenses incurred at the Client's premises as a result of problems at the Client's premises.

5 Obligations

The Client will always provide Televic in a timely manner with any data or information needed for the correct performance of this agreement and the Client will always provide its full cooperation. If the client deploys its own employees, these employees will possess the necessary knowledge, experience, capacity and quality.

If the client or Televic do not provide the data, equipment, software or employees it needs for the performance of this agreement, or does not do so in a timely manner or in accordance with the agreements or if the client or Televic does not comply with its obligations in any other manner, Televic or the client will have the right to suspend performance of this agreement provided that it has sent a registered notification 1 month in advance.

If Televic's employees perform work at the client's site, the client will provide the employees with the required facilities within reason, at no charge, such as a workspace with a computer and telecommunications facilities. The workspace and facilities will meet all of the applicable legal requirements and regulations concerning working conditions.

The client is responsible for the availability and adequate performance of the required telecommunications facilities, including the internet. Televic is not be liable for damage or costs due to transmission errors, failures or the unavailability of these facilities, unless the client proves that the damage or costs resulted from wilful acts or gross negligence on the part of Televic.

Televic may allocate and change access and identification codes. The client will treat the access codes confidentially and carefully and will only disclose these to authorised members of staff. Televic will at no time be liable for damage or costs which results from the misuse of access or identification codes.

Televic's obligations in this SLA only apply upon correct payment of all invoices by the client unless the invoices were contested by a registered written notification within 2 weeks of the invoice date.

6   Glossary of terms

The most important definitions and abbreviations that are used in the document are set out below:

Performance indicators: instruments that allow the quality of a product or service to be measured. They are SMART (Specific, Measurable, Acceptable, Realisable, Time-bound) and give an indication of the desired performance achieved through a comparison with set standards.

Standard: minimum level (specification or guideline) that determines whether the desired quality is achieved for a performance indicator.

assessmentQ: assessmentQ is the software modules as a whole together with their optional functionalities provided by Televic.

Standard software: assessmentQ modules that were developed by Televic and provided to more than one client.

Custom work: client-specific programming that was developed by Televic on request of the Client.

Interface: link between various software systems. This is usually the client's software solution that exchanges data with assessmentQ.

Disruption: break-down of the correct functioning of the software. This may be a bug or incorrect set-up, which means that the desired results are not achieved.

Incident: notification of a disruption or unplanned interruption to a service or a reduction in quality of an IT service. In other words, a function that was previously available will no longer works. The most important intervention is making the IT service available again as soon as possible for users or providing a workaround.

Release: update of the standard software which implements technical, structural and functional improvements as well as alterations due to changes in legal provisions.

Maintenance: maintenance work for fine tuning the technical infrastructure and verifying it to ensure general availability and security. Applications may be partially or fully unavailable during this maintenance update.

Patch: a change that needs to be implemented as quickly as possible, for instance, for resolving a major incident or implementing a specific software update for security.

Test: e-assessment, exam, and everything except for exercises.

Priority: priority is based on impact and urgency and is used to determine how much time is required for the actions that need to be taken.

Impact: determines the effect of an incident based on the number of employees, students, users, etc. Impact and urgency are used to indicate the priority.

Workaround: fully or partially eliminating the impact of an incident or problem where a complete solution is not yet available.